

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-06-2023 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-06-2023 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Chandigarh
Department Name/विभाग का नाम	Education Department Chandigarh
Organisation Name/संगठन का नाम	Punjab Engineering College (pec)
Office Name/कार्यालय का नाम	Sector 12
Item Category/मद केटेगरी	Custom Bid for Services - Security Services
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	200 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण

Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	36335803
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	726716

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	15

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Director Punjab Engineering College
Punjab Engineering College (PEC) Sector-12, Chandigarh
(Director)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
-------------------------------	-----

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
---	----

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :Price Schedule - [1685703337.xlsx](#)**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा****Scope of Work:**[1685703350.pdf](#)**Service Level Agreement (SLA):**[1685703353.pdf](#)**Payment Terms:**[1685703096.pdf](#)**GEM Availability Report (GAR):**[1685703101.pdf](#)**Custom Bid For Services - Security Services (1)****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Security Services
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Tejinder Singh Saggi	160012,Punjab Engineering College (Deemed to be University), Sector 12 Chandigarh	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ELIGIBILITY CRITERIA, INSTRUCTIONS, SCOPE OF WORK

AND TERMS & CONDITIONS (T&Cs)

A. Eligibility Criteria for Bidders:

1. The bidders should fulfill the following requirements:

- The bidder should not have been blacklisted/ prosecuted by any Govt./ Statutory bodies/ autonomous organization/ any court of law or debarred by Punjab Engineering College. Also, the bi

bidder should have requisite capacity and competence to provide equipment/ implements/ consumables and services as mentioned in scope of work (Enclose affidavit as Annexure-A).

- b) The bidder whose services in the Punjab Engineering College are found unsatisfactory in past, will not be allowed to participate in the bidding.
- c) Past experience: The bidder should have supplied security manpower regularly for atleast last three years ending 31st March 2023.

The bidder should have supplied atleast 70 nos. of manpower in single work in last five years and that work should be in successful operation for atleast one year on the date of bid opening. (Bidder should submit the certificate from the client in this regard)

Similar works means providing security services to any Dept./ Autonomous body/ Institute/ University/ Public Sector Undertaking of Govt. of India or any other State Govt. or local bodies/ Municipalities etc. during the last 5 years

- d) The bidder should have
 - 1) Office address in tricity (Chandigarh, Panchkula & Mohali)
 - 2) EPF, ESI, PAN & GST Registration No.
 - 3) The service provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the contract labour (Regulation and Abolition) act 1970, if applicable for carrying out the purpose of the contract agreement. The service provider shall further observe and comply with all government laws concerning employment of staff employed by the service provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the service provider is fully responsible to ascertain and understand the applicability of various acts, and take necessary action to comply with the requirement of law.
 - 4) The net worth of the bidder firm should not be negative on the relevant date and also should have not eroded by more than 30 percent in the last three years ending on the relevant date

- 2. The bidder should submit the following documents:
 - 1) Self-attested copies of last 03-year income tax return for the year (2019-20, 2020-21 & 2021-22)
 - 2) Self-attested copies of last 03 financial year audited balance sheet duly authenticated by CA having average turnover of Rs. 2.00 Crore (2019-20, 2020-21 & 2021-22)
 - 3) Solvency certificate issued by the bank
- 3. **Bidder should be holder of valid license listed under the Pvt. Security Agency (Regulation) Act 2005 issued by Chandigarh Administration.**

Note: - Exemption will be given to the MSME/ verified startups only in turnover and EMD submission, no exemption in experience will be allowed to these MSME/ Startups.

Annexure-A

(Affidavit for Non-blacklisting and competency)

Affidavit

I/ We _____ Contractor/ Partner/ Sole Proprietor of the firm _____ do solemnly affirm and declare as hereunder:

- 1. That the individual/ firm/ company is not black listed/ prosecuted nor any criminal case is registered in India by any Central/ State Governments/ Union Territories/ Departments/ Offices/ Statutory Bodies/ Autonomous Organizations/ Research Institutions or by any court of law and any partner or share holder thereof is not directly or indirectly connected with or has any subsisting interest in business of my/ our firm.
- 2. That I have gone through the tender document for providing Security services in Punjab Engineering College, Chandigarh. The terms and conditions for the contract are acceptable to me/ us and we are competent to provide necessary equipment, implements, and services as mentioned in the scope of work. I/ we will abide by the terms and conditions of the contract in letter and in spirit.

Place:

Dated:

Deponent

Verification

Verified that the contents of the above affidavit are true and correct to the best of my/ our knowledge and belief. No part of it is false and nothing has been concealed therein.

Place:

Dated:

Deponent

Note: The above affidavit is to be furnished on a non-judicial stamp paper duly attested by Notary and should not be more than 2 months old

B. Instructions to the Bidders:

- 1. How to Apply.** The registered eligible bidders in GeM may apply against the bid floated for the same.
- 2. Bidder should go through the tender document thoroughly before quoting the rates.**
- 3. Validity of the Bids.** The tender submitted by the Firm/Agency shall remain valid for 3 months from the date of opening for the purpose of acceptance and award of work. Validity beyond 3 months from the date of opening shall be by mutual consent. No tenderer will be allowed to withdraw/alter/modify after submission of tenders within the bid validity period.
- 4. Duration of Contract:** The contract shall be initially for 01 (One) year. However, the contract may be renewed upto three years (to be renewed annually, if found satisfactory) on the basis of satisfactory performance and mutually agreed upon unaltered terms and conditions. In case of unsatisfactory performance, the contract will be terminated by giving one-month notice.
- 5. Award of Contract.** The bidder quoting lowest of the Service Charges will be selected as L1 subject to the payment of wages as per the prevailing DC rates of UT, Chandigarh. In case there is more than one L-1 bidder, then the selection will be done on the basis of 'Run L-1 Sel

ection' method (Provided on GeM). The successful bidder will then enter into an Agreement with the Institute.

6. The contractor shall make payment of wages to persons engaged / deployed on the basis of prevailing minimum wages (DC Rates) applicable in Chandigarh. As and when, DC rates are revised the enhanced rates will be paid to the persons engaged and same will be reimbursed by the Institute on production of documentary proof. All other allowances i.e. E.S.I., E.P.F. & service charges of contractor etc. will be paid accordingly.
7. All the payment shall be made by the Punjab Engineering College, Chandigarh after deducting Income Tax and GST, TDS at source, wherever applicable as per the provisions of the Income Tax Act, 1961 & GST act.

8. Payment Conditions:-

- i. The Service Provider after disbursing the payment of wages by 7th of every following month to all the persons deployed by him during the month for the execution of this Agreement, shall submit his monthly wage bill for reimbursement by the 4th of month on the basis of original attendance. Service provider is required to pay salaries wages to the deployed staff at buyer location first i.e. on their own & then claim from Buyer alongwith all statutory payments etc as well as bank statement & other documents (ESI, EPF etc) showing payments done to staff and concerned Organisations dealing with ESI, EPF etc.
- ii. The successful bidder will submit the monthly pre-receipt bills along with a copy of challan towards EPF and ESIC payment in respect of his employees in duplicate after satisfactory completion of the work to the designated officer of the Institute for certification for payment. The officer, on receipt of the bill, will check the work record, and there after process the bill for reimbursement.
- iii. Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the successful bidder.
- iv. In case of any delay in processing of the bills, the successful bidder would be required to ensure the payment of its workers by 7th of every month and there should be no linkage between this payment and settlement of the contractor's bill from the Institute, what-so-ever.
- v. The successful bidder shall make the payment of salary etc to the persons so deployed by crediting in their bank account and shall furnish certificate and supporting documents of salary paid etc to the Institute for having paid all the dues to the persons deployed by him for the work under agreement.
- vi. Under no circumstances, advance payment will be made. The successful bidder has to make payments to its staff, statutory dues and claim it from PEC along with proof.

C. Scope of Work.

The campus of Punjab Engineering College (A Deemed to be University) is divided into four zones - Academic & Administrative Blocks, Hostels, Director's Residence & Residential area.

The Security Agency is required to make all necessary arrangements for:

- 1) Provision of Security Personnel / Equipment for guarding/checking all the four zones of the Institute Campus within the confined premises, as required by the Institute.
- 2) Protection of the Institute Campus from antisocial elements.
- 3) Prevention of loss of the Institute and private property of campus inmates by way of thefts, burglaries etc.
- 4) Prevention of injury, assault and violation of the persons, especially women residents and legitimate visitors to the campus.
- 5) Smooth conduct of functions, conferences, cultural events etc.

- 6) Freedom of the campus from dogs, cattle, monkeys and other unwanted elements.
 7) To control the traffic and parking in Institute.
 8) Reporting of non-functioning of streetlights and leakage of water on daily basis.
 9) Provision of the following security/patrolling equipment:

i. To be provided by the contractor at his own cost:

a.	Two motorized two-wheeler round the clock in good running condition for patrolling & checking in PEC Campus by Security Inspector.
b.	Mobile Phones (10 Nos.)
c.	Proper uniform (shoes, caps, canes/ stick whistle, torch etc.)
d.	Any other material, which is necessarily required to run the contract.

ii. To be provided by the institute

a.	Four numbers Hand Held Metal Detectors (HHMD)
b.	Two numbers Inspection Glass Mirrors for vehicle checking
c.	One number Door Frame Metal Detector (DFMD)
d.	Two Portable Alcohol Breath analyzers with digital LCD display.
e.	Five numbers Non-contact infrared thermometer with digital display

Tentative Requirement of Security Personnel

Sr. No.	Name of Post	Total in Number
1	Ex- serviceman Security Coordinator	01
2	Ex- serviceman Security Supervisor	03
3	Unarmed Security guards Male	66
4	Unarmed Security guards Female	06
5	Reliever*	12*
TOTAL		88 (76 + 12)

***For weekly rest to the manpower at Sr. No. 3 & 4 as per requirement.**

Tentative Deployment

Sr. No.	Location	No. of Security Guards	Total in 3 Shifts
1.	Ex- Serviceman Security Coordinator	1	1
2.	Ex- Serviceman Security Supervisor	1	3
3.	Administrative Block	1	3
4.	New Academic Block	1	3
5.	IT Block	1	3
6.	Auditorium	1	3
7.	Three PEC Gate	3	9
8.	Six Hostels	8	24
9.	Boundary Wall	3	9

10.	PEC Market	1	3
11.	Parking Area (8:00 a.m. to 5:00 p.m. (during working days in the semester)	6	6
12.	Director Residence	1*	3*
13	Guest House	1	3
14	Community Centre	1	3
	Total		76

* One instructor on duty will also be used as reliever for other three inspectors (in three shifts) during their paid weekly rest. The above locations and number of guards can be changed as per needs.

1. Ex-serviceman Security Supervisor/ Coordinator should not be below the rank of JCO or Equivalent from Army, Navy, IAF, Paramilitary Forces, Central Police Forces.
2. All the assets and articles provided to the Security Agency by the Institute shall be the property of the Institute and the Security Agency shall merely be the custodian of such assets and articles. On termination of security contract (on expiry of contract period or any time earlier than the stipulated period as the Institute may decide at its sole discretion), such property shall be immediately handed back to the Institute.
3. The persons employed by the Agency for the Security of the Institute will be the employees of the security Agency and the Institute shall have nothing to do with their employment or non-employment. Nothing shall be held against the Institute, and the security personnel employed by the first party shall have no right whatsoever to claim employment from the Institute.
4. Security staff employed by the security Agency will not join any union associated with the Institute and shall have absolutely no claim for employment at the institute or any other claim on service matters. They shall also not form any union among themselves.
5. All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Chandigarh.
6. Security Agency shall not appoint any sub-agency to carry out an obligation under the contract. The Contractor shall have to engage the number of workers according to the duty roster and in case required number is not available on any day, appropriate amount will be reduced from the monthly payment to be made to the Agency for the corresponding month.
7. Security Agency shall supply trained manpower for the security duties in the campus. It shall undertake, at its own expense but to the satisfaction of the Institute, a continual updating of skills, processes and procedures followed by the security staff (employed in the security of the Institute) by organizing suitable training programs for them from time to time.
8. Security Agency shall comply with all statutory requirements existing or as may be promulgated from time to time, namely the Payment of Wages Act, Provident Fund Act, Employees State Insurance Scheme, Family Pension Fund Act, Bonus, Gratuity Act, Shops & Establishments Act, Contract Act etc., whichever are applicable to the Security Agency. Security Agency shall be responsible, accountable, answerable, as the case may be, for any violation of such Acts. Further, Security Agency shall not involve the Institute in any manner whatsoever and in case of any violation of any law, the former shall be solely responsible. Security Agency hereby agrees to indemnify the Institute completely for any liability coming upon the Institute due to violation of any law(s) by the Security Agency.
9. Police verification of personals to be deployed has to be done by the contractor.
10. Security Agency shall supply a certified copy of their registration under the Provident Fund Act, ESI, Labour Laws and Income Tax Act etc.
11. Security Agency shall be responsible for all injuries and accidents to persons employed by them while on duty.
12. In the event of any loss being caused to the Institute on account of the negligence of the employees of the security agency, the agency shall make good the loss sustained by the Institute, either by replacement or by payment of adequate compensation.
13. Security Agency shall abide by all laws of the land including Labour Laws (ESI, PF, Bonus etc.), Companies Act, Tax deduction liabilities, welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein. TDS / GST as applicable will be deducted / paid as per rules. Security Agency shall file monthly returns in the respective offices with regards to ESI, PF and other such requirements under the Laws of the Land, and submit a copy of the same to the Punjab Engineering College (A deemed to be University).
14. Security Agency's discharge of its duties will be bound by the operational parameters given in of this document.
15. E-surveillance system is already installed in the institute that covers the various entries of building and all gates of Institute. Therefore, at least 02 guards who have experience of handling & operating the e-surveillance must be deployed during each shift.
16. Six guards are to be dedicated for parking and traffic control in the institute for working days. If a working day is declared a holiday or vice-versa the deployment of staff would be adjusted accordingly. The strength of manpower and the duration for which they may be required for this purpose may vary as per changing requirement of the institute from time to time.
17. Location of Security guards should be changed on regular basis in consultation with the O/Insec

- urity.
18. Security Agency shall maintain proper liaison and contact with the local police/Civil Administration etc. for smooth and peaceful day-to-day working of the Institute. The security agency shall be fully responsible for taking follow up action and for pursuing the First Information Reports (FIR) lodged by the Institute/ residents of the campus with the police department.
 19. The Security Agency shall provide proper uniform (shoes, caps, canes/stick, whistle, torch etc.) to every personnel deployed by them in the Institute Campus at its own cost and expenses with their logo.
 20. It is the responsibility of the Security Agency to verify the antecedents of all their personnel before deputing them at PEC. The Agency shall also provide to the Institute a complete dossier of particulars of each security personnel proposed to be deployed in the Institute. Non-compliance with this provision will be deemed to be a violation of the contract, inviting penal action. (20 penalty points for violation of this clause).
 21. The Institute shall have the right to check, from time to time, the uniforms worn by the security personnel as well as their fitness to perform guard duty up to the satisfaction of the Institute. The Institute shall also have the right to check and supervise the Security Personnel on duty through an institute level O/I Security or any other representative to be named by the Director and can impose penalty for any shortcoming.
 22. Any personnel deployed by the Security Agency in the Institute shall be removed immediately if the Institute considers such removal necessary on administrative grounds. The Security Agency shall also immediately remove any personnel who is found not to be discharging his duties properly or is of doubtful character and shall replace him with substitute personnel either on its own or on the demand of the Institute. In case of removal of such personnel, no claim shall be maintainable against the Institute.
 23. The responsibility for taking appropriate security measures as deemed fit shall be entirely that of the Security Agency. The Institute will be entitled for compensation by the Security Agency, in case a proper joint inquiry establishes the occurrence of theft anywhere in the institute campus on account of any lapse in duty on the part of security guards / security inspectors deployed by the security agency. The maximum amount of such compensation payable by the Security Agency will be limited to inspection and supervision charges payable by the Institute to the Security Agency for the month during which the theft / loss / damage occurs. However, if after enquiry, it is found that such theft or loss or damage has been caused deliberately by Security Agency personnel or if Security Agency personnel take active part in such acts, the Security Agency shall indemnify the Institute or its employees to whom loss is caused, on actual basis.
 24. As and when a regular watch and ward staff of PEC is on rest/ holiday or otherwise is on leave the contractor shall, after receiving information from the institute provided requisite manpower to cover the shortage. The amount for providing this extra manpower would be included in the monthly bill of the agency.
 25. Security Agency shall have proper standards and procedures for recruitment of guards and inspectors. The security agency shall have a properly designed uniform. The institute reserves the right to suggest modifications if it deems fit, for the proper appearance and turnout of the guards.
 26. Security Agency shall have resources to assist the principal employer (i.e. the institute) in conducting security audits, surveys, investigations etc. and shall also be able to render professional advice on matters relating to security, intelligence and surveillance, free of charge.
 27. Security Agency shall apply to the Labour Commissioner, Chandigarh for obtaining a labour license within a reasonable time and will submit a copy of the license to the security officer of the Institute.

Academic & Administrative Blocks

Security guards deployed for these blocks will carry out specific duties such as -

1. Opening & closing of all the rooms / offices / labs / drawing halls / lecture rooms / tutorial rooms etc. & entry gates of Administrative & Academic Blocks (if keys are with security).
2. They should ensure that lights and any other electrical equipments are switched ON/OFF as per requirement during day/night.
3. They should maintain proper registers at the gates of various blocks for recording the entry / exit of the visitors after working hours.
4. They should ensure proper parking in the vicinity of both the blocks. The security guards should report habitual rash drivers to the concerned authorities.
5. The position of security guards deployed at Academic & Administrative blocks will be fixed.

Hostels

Security guards deployed in the various hostels will normally be replaced after one month. However, if required, they may be changed earlier also. Agency is supposed to maintain a separate duty roster for the hostels. The security guards deployed at different Hostels shall come under the purview of DSA / ADSA1/ Chief Warden of the concerned hostel. If any untoward incident occurs in the hostel area, the security personnel of security agency shall immediately inform Dean Student Affairs (DSA) / ADSA1/ Chief Warden of the concerned hostel and also O/I security. A copy of roster shall be given to Chief Warden every month.

The security guards deployed at the hostels

1. Will properly maintain the record of entry / exit of the visitors / students / employees in the register kept at the gate.
2. Will perform the duty of opening & closing of gate and switching the lights on & off, as per requirement.
3. Should check entry of unauthorized visitors in the hostels.
4. Should ensure proper parking in the vicinity of the hostels.
5. Should check any materials carried in / out of the hostel.

Director's residence

A large number of persons visit the Director's residence-cum-office, which requires that the security personnel deployed there, in addition to their security duty, are also well versed with customs and etiquettes of gracefully entreating the visitors. Thus, the security personnel deployed at Director's residence-cum-office would be designated as Security Guards-cum-Helpers and would be drawn from a special pool of four personnel trained for the purpose. In addition to the security duty, the security personnel deployed at the Director's residence-cum-office will also be required to

- Open & close the gate.
- Maintain visitor's register kept at the gate.
- Switch on and switch off the lights as per requirement.
- Attend to telephone calls and transfer the calls inside as per requirement.
- Serve water / tea / snacks to the visitors to the Director's residence-cum-office.

Entry Gates

One security guard will be positioned in each of the three shifts at each of the three gates

The security guards deployed at the gates

- Will properly maintain the record of entry / exit of the visitors / students / employees in the register kept at the gate.
- Will perform the duty of opening & closing of gates, issuing the visitor pass to the outsider to visit the campus premises and switching the lights on & off as per requirement.
- Should check the entry of unauthorized visitors in the campus.
- Should ensure that no vehicle is parked in the vicinity of the gates.
- Should check any material carried in / out of the gate.
- Should ensure that the cabin at the gate bears an aesthetic look. In addition, it should be ensured that no clothes / unwanted items are there in the cabin.
- After closing of the gate in the evening, the security guard deployed at a particular gate will keep vigil over specified areas near the gate.

Main Roads of PEC

Six guards are to be dedicated for parking and traffic control in the institute for working days. If a working day is declared a holiday or vice-versa the deployment of staff would be adjusted accordingly. The strength of manpower and the duration for which they may be required for this purpose may vary as per changing requirement of the institute from time to time.

The guards on traffic duty should ensure that vehicles are parked at the respective designated parking areas only and that no vehicle is parked on the roads. (20 penalty points for violation of this clause).

- Guard should check and stop the two wheelers having modified silencers/ producing cracking sound, doing stunts on roads and over speeding/ rash driving in the institute. (20 penalty points for violation of this clause).

D. Additional Terms and Conditions.

1. The successful bidder must adhere the guidelines issued by the Chandigarh Administration vide no. 19/C2/2021/PEO/GeM/886, dated 25.10.2021, 19/C2/2020/GeM/1085, dated 21.12.2021 & 28/54-IH(7)-2022/83, dated 04.01.2022.
2. The Service Provider, being the employer in relation to persons engaged /deployed by him shall alone be responsible to provide the Service/Activities under this Agreement as well as to make the payment of monthly wages /salaries, **which in any case shall not be less than the DC rates applicable in Chandigarh and amended from time to time by the Chandigarh Administration.** along with all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link, Insurance, Bonus, Gratuity, Maternity leave & CL etc. to his employees. The Service Provider shall also have to observe compliance of all relevant Labour Laws as applicable viz. Payment of Wages Act, 1936, Contract Labour (Regulation & Abolition) Act 1970, Employees Provident Funds (EPF) Act, 1952, Employee State Insurance A

ct,(1948), Payment of Bonus Act, 1965, Employees Deposit Link Insurance (EDLI), Payment of Gratuity Act, 1972, Private Security Agencies(Regulations) Act,2005, Maternity Leave Act, 1961, as applicable and as amended from time to time and or any other rule framed thereunder from time to time by the Central or State Government and/ or any authority constituted by or under any Law, for the category of persons deployed by him.

3. The security guard should be physically and mentally fit for this job. A physical fitness test can be conducted anytime to check their fitness level. Failure to pass the fitness test may make him/ her ineligible for this job.
4. Service provider must provide a complete bio-data, proof of identity (Aadhar card, voter id card et c.) & the Police clearance certificate of the Security guards to the institute atleast 07 working days before starting the contract.
5. The employees of the security agency should have passed at least 10th Standard and should be of good character and physically fit and shall not be less than 21 years of age. They shall not be more than 55 years of age in case of Security Guards, 60 years in case of Inspector but for ex-serviceman, age of inspector should not be more than 65 years.
6. **Duration of the contract shall be initially for one year that can be extended for another two years on year to year basis**, subject to appraisal and review by the Institute. In case the Performance of the agency is not found to be satisfactory as per parameters of the contract or is not in conformity with the terms & conditions of the agreement, the contract shall be terminated even before the scheduled time by giving advance notice of 3 (three) months to this effect. In the event of premature closure of contract for reasons mentioned herein above, the PBG shall be absolutely forfeited.

The extension of the contract is extendable beyond one year on year to year basis for another two years (Total Three Years) based on the previous year's Performance on mutually agreed terms and conditions. However, in the event of no extension before its expiry, the contract will stand automatically terminated on the expiry of contract period without any prior notice.

7. The Institute shall identify the requirement of personnel and equipment, to be deployed for the security of the campus, in consultation with the Security Agency. However, the tentative requirement, based on past experience.

The Institute reserves the right to increase or decrease the requirement specified in the price schedule to the extent of 25% (twenty-five percent) without any change in unit price of the individual items, or any other terms & conditions.

8. Individual signing the bid or other documents connected with the contract shall indicate his/her full name below the signature and must specify whether he is signing as:
 - I. A sole proprietor of the firm or authorized attorney thereof.
 - II. A partner of the firm, in which case he/she must have the authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.
 - III. In case of (b) above, a copy of the partnership agreement or general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General power of attorney should be furnished.
 - IV. In case of partnership firms, where no authority for arbitration of disputes concerning the business of the partnership has been conferred on any partner of the firm, a person signing the letter, form or any other documents forming the part of the contract on behalf of another, shall be deemed to warranty that he has the authority to sign such documents, and if on enquiry it appears that the person has no authority to do so, the Institute may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract / intended contract at the risk and cost of such person and hold the signatory liable to the Institute for all costs and damages arising from the cancellation of the contract including any loss which the institute may have incurred on account of execution of contract / intended contract.
 - V. Individual signing the tender or other documents connected with the contract shall also submit documentary evidence of his authority to sign such documents, duly attested by a Notary Public.
9. Security Agency/ bidders will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
10. Security Agency shall have a proper system of checking the guards on duty especially at night. Records of the same should be effectively maintained and shortcomings if any should be immediately rectified.
11. Violation of any terms & conditions will invite suitable penalty. (Indicated in brackets).
12. The tender shall remain valid for a period of 90 days from the date of submission. If a bidder withdraws or modifies the offer within this period, his tender shall be cancelled and 100% of the Earnest Money shall be forfeited.

In exceptional circumstances, the Institute may request the bidders' consent for an extension of the period of bid validity. A bidder may, however, be at liberty to refuse the request without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of bid will not be allowed to modify his bid.

13. **The contract will be awarded to the firm quoting lowest rates in consolidate (including wages, equipments, administrative charges and taxes).**
14. The award of work order, when issued to the successful bidder, constitutes the contract with collateral support from terms and conditions of the tender invitation notice as well as formal agreement on stamped paper, affixed with non-judicial stamps, all of which finally form the contractual obligations to be adhered to / performed by the bidder and the non-Performance of any of such obligations makes the bidder liable for consequential effects.
15. The bid shall not contain corrections, erasures or over-writing except as absolutely necessary to correct errors made by the bidder. Such corrections etc. shall be signed and attested by the person(s) signing the bid.
16. The successful bidder shall have to execute an agreement with the institute on a non-judicial stamp paper of Rs.100/- (one hundred) and commence the work within 2 (two) weeks from the date of award, failing which the institute shall be at liberty to forfeit the earnest money and proceed to appoint another agency as it may deem fit.
17. The rates quoted in the Price Schedule shall be inclusive of all taxes, levies and statutory liabilities, the wages of the personnel and incentive / bonus if any, cost of equipment mentioned in price bid, and contingent expenditure incidental to the work, contractor's profit etc. Nothing extra shall be payable in addition to the accepted rate for each individual item as per the Price Schedule.
18. The bidders are advised to refrain from stipulating any conditions, rebates etc. in violation of the terms of the tender. The institute reserves the right to reject such tenders in which conditions / rebate is stipulated, without assigning any reason thereof.
19. The bidding agency should not have any previous record of pre-mature termination of contract with any institute / organization for non-compliance of statutory requirements or for non-Performance.
20. The location of security guards will be changed on regular basis in consultation with the O/I Security.
21. The duty roster shall be prepared by the security coordinator in consultation with the O/I Security.
22. No person shall be engaged/deployed in the PEC campus without the prior approval of the O/I Security.

Arbitration

- i. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, before / after completion or abandonment of work or during extended period, hereafter arises between parties as to the meaning, operation or effect of the contract or out of or relating to the contract or the breach thereof, it shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute.
- ii. If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns / withdraws for any reason from the process of arbitration, it shall be lawful for the Director of the institute to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor if both the parties consent to this effect failing which the arbitrator shall be entitled to proceed de novo.
- iii. The venue of arbitrations shall be at Chandigarh.
- iv. The provisions of the Arbitration and Conciliation Act 1996, and any statutory modifications or re-enactment thereof, rules made there-under and for the time being in force, shall apply to the arbitration proceedings under this clause.

Termination of Contract:

The contract can be terminated on the following conditions:

1. Completion of tenure and no further approval regarding extension of contract is granted.
2. Breach of any condition of contract agreement.
3. The institute reserves its right to terminate the contract at any time after giving 03 month notice without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for services already performed in terms of the contract, these would be paid to contractor as per the contract terms.

Force Majeure

- (a) If at any time, during the continuance of this contract, the Performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party within 7 days from the date of occurrence thereof,

neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-Performance or delay in Performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the Institute as to whether the operation has been so resumed or not shall be final and conclusive, provided further that if the Performance in whole or in part, of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract.

- (b) Provided also that if the contract is terminated under this clause, the Institute shall be at liberty to take over from the Security Agency, the security personnel, vehicles & equipment deployed in the campus until a new security agency is appointed and commences the operation.

E. PENALTIES

1. The Contractor shall disburse salary to its deployed manpower, latest by 7th of every month, and shall deposit EPF & ESI (both employee and employer share) failing which suitable action will be taken against the contractor and a penalty of Rs. 10/- per day per employee shall be imposed from the last date i.e. 07th of every month till the actual disbursement of salary by the contractor.
2. In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of contractor failing to provide requisitioned number of manpower, the Institute shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Institute.

PARAMETERS

A point system will be in operation under which operational failures, depending on type and frequency, will entail penalty points. The liability of Security Agency will be in terms of these points and every 100 (hundred) points accumulated will entail a financial obligation on part of Security Agency to the tune of Rs. 20,000/- or 10% of the gross payment to Security Agency in a month, whichever is less. The Institute will finalize penalty points once in a month. The net point balance of the penalty will be charged at the rate of **Rs. 200/-** per point, subject to a maximum of 10% payment in that month and will be deducted from the bill due next month.

Penalty Points Allocation

1. Thefts

Sr. No	Type of Theft	Penalty Points (Units)
I	Major break in an official/residential premises and theft of goods that need some form of transportation.	150
II	Major break in a premises and theft of goods that do not need transportation	50
III	Lock breaking and theft of goods	50
IV	Theft of two wheeler (motorize/ non-motorized) per incident	50

V	Theft of four wheeler per incident	100
---	------------------------------------	-----

2. Patrolling

Sr. No	Type of incidence due to patrolling lapse	Penalty Points (Units)
I	Molestation case, single person involvement	70
II	Molestation / eve-teasing / chain-snatching case etc.	100
III	Rowdiness/ rioting on the campus.	50
IV	Strength upto 10% short relative to the deployment chart	25
V	Strength short fall by more than 10% on any given day	50

3. Discipline

Sr. No	Type of cases of in-discipline	Penalty Points (Units)
I	Rude and unpleasant behavior of guard with campus resident (s)	25
II	Non-compliance with instructions/ orders	100
III	Failure in drill test/ random call	50
IV	Strength upto 10% short relative to the deployment chart	25
V	Strength short fall by more than 10% on any given day	50
VI	Non wearing of uniform by guards on duty	25
VII	Non use of equipment's required for surveillance in campus	25

4. General Nature

Sr. No	Lapse of General Nature	Penalty Points (Units)
I	Any security equipment un-operational	50
II	Security Guard using Mobile phone on duty	25 per mobile
III	Guard found sleeping on duty	50
IV	Lack of cattle control/ animal control in campuses.	50
V	Spotting of a dog (per incident) inside Academic area/ administrative area/ corridors/ classrooms	25
VI	Rash driving in campus	20
VII	Entry of unauthorized vehicle in the campus	30 Each case
VIII	Wrong parking in campus	20 per location
IX	Not reporting of faulty street light/ water leakage.	20 per location

Price Schedule

Sr. No.	Description	Cost in Rs.
1	Wages for 1 No. Security Guard as per minimum wages per month (D.C. Rates 2023-24)	26114
2	Add 13% EPF (On maximum Rs. 15000/-)	1950
3	Total for 01 No. Security Guard	28064
4	Total for 84 nos. Security Guard (A)	23,57,376
5	Wages for 1 No. Security Inspector as per minimum wages per month (D.C. Rates 2023-24)	26,445
6	Add 13% EPF (On maximum Rs. 15000/-)	1950
7	Total for 01 No. Security Inspector	28,395
8	Total for 4 nos. Security Inspector (B)	1,13,580
9	Total Wages (A+B)	24,70,956
10	Administrative Charges @ on wages (to be quoted by the bidder) (C) (To be quoted by the bidder)	-
11	Total for one month (A + B + C)	-
12	Total for 12 months	-
13	Add GST @ 18%	-
14	G. Total	-

-

-

Note: The bidder must fill the administrative charges and then G. Total including of GST as above shall be uploaded on GeM.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.

2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---