

#### **NOTICE INVITING TENDER FOR**

Date: 17 May 2023

## <u>"PROVIDING SECURITY & ALLIED SERVICES</u> AT MANAGEMENT DEVELOPMENT INSTITUTE MURSHIDABAD CAMPUS"

Last Date for submission of filled tender at Murshidabad: 31 May 2023 up to 15:00 hrs.

(Tender document is to be submitted in original in sealed covers, duly filled and signed in blue/black colour ink on all pages by Authorized Signatory with Company's seal stamped on each page).

Management Development Institute Murshidabad Kulori, Uttar Ramna, Raghunathganj.

<u>Dist: Murshidabad. Pin: 742235</u>

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The bidders are requested to enclose an Index Table on the first page of the Technical Bid along with enclosures giving details about - SI. No., Particulars, and Page Nos. from-to, so that during scrutiny of the documents no document is left overlooked by the Institute.

# NOTICE INVITING TENDER "PROVIDING SECURITY & ALLIED SERVICES AT MANAGEMENT DEVELOPMENT INSTITUTE MURSHIDABAD CAMPUS"

MDI Society had established its second campus at Murshidabad in West Bengal in 2014 as MDI Murshidabad (MDIM) imparting quality management education, nurture talent, and groom them to become visionary leaders and game changers. The Campus was inaugurated by the then President of India, Shri Pranab Mukherjee in August 2014, with the simultaneous commencement of its flagship academic program, the Post Graduate Diploma in Management (PGDM), which is recognized by the All India Council for Technical Education (AICTE), New Delhi.

The Institute invites bids from the interested eligible and reputed vendors in "Two Bid System" consisting of Technical Bid & Financial Bid as mentioned hereunder, strictly in the format attached, for providing Security & Allied Services at MANAGEMENT DEVELOPMENT INSTITUTE MURSHIDABAD CAMPUS for approximately 380 students, faculty and staff based on the requirements of the Institute from time to time i.e. should be innovating with Student-Centric approach and Technology, for a period of three years from the date of commencement of services. However, the bidder's performance during the year will be evaluated on completion of one year by MDI Murshidabad. On satisfactory performance the contract will be continued for the next year on mutually agreed terms and conditions. However, the Institute, at its discretion, at any time can alter/reduce/modify the scope of work without citing any reasons to the bidder/vendor.

Interested eligible bidders may submit bids in two separate envelopes duly super-scribed as "**Technical Bid**" and "**Financial Bid**" as per Financial Bid Proforma (comprising of Total 2 pages) respectively, and both these envelopes of the bids should be put in one big envelope superscribed **NIT for** "providing Security & allied Services at Management Development Institute Murshidabad Campus".

Tender form can be downloaded from Management Development Institute Murshidabad website: <a href="https://mdim.ac.in/tender">https://mdim.ac.in/tender</a> from 17 May 2023 onwards. Duly filled NIT document along with enclosures should be submitted in physical form through speed post /by hand latest by 31 May 2023 up to 15:00 Hrs. at the address mentioned below. Any bid received beyond the last date and time for bid submission will not be accepted and will be summarily rejected.

(Registrar)
Management Development Institute Murshidabad

#### **IMPORTANT INFORMATION RELATED TO TENDER**

S.No.	Information	Dates	
1.	Date of Publishing of Tender	17 May 2023	
2.	Bid Document Download from website	17 May 2023/ 11:00 hrs. onwards  https://mdim.ac.in/tender	
3.	Date/Time of closing of Tender	31 May 2023/up to 15:00 Hrs.	
4.	a. Date/Time/Place of Opening of Technical Bid b. Date/Time/Place of Presentation by the bidder c. Date/Time/Place of Opening of Financial Bid	31 May 2023/ 16 hrs. at MDI Murshidabad.  Will be intimated in due course of time  Will be intimated in due course of time  (Bidders are requested to depute only one person to attend the above bid openings/presentation).	
5.	EMD Amount (Interest free, Refundable to unsuccessful Bidder)	Rs. 1,50,000/- (Rupees One Lakh forty thousand only) to be paid through a Demand Draft or NEFT in favour of "Management Development Institute Society", issued by any nationalized Scheduled bank payable at Jangipur/Raghunathganj.  For NEFT: Bank A/C No.: 33987582978, IFSC: SBIN0012355, SBI Omarpur Branch.  The DD/NEFT UTR No. should be attached with the application form, in the envelope of the Technical Bid, without which the bid would not be considered valid.	
6.	Period of validity of Tender	180 days from the date of closing of Tender	
7.	Address for query and communication	Deputy Administrative Officer Management Development Institute Murshidabad Kulori, Uttar Ramna, Raghunathganj. Dist: Murshidabad. Pin: 742235  Contact no.: 9674727164/9674757164 (9.30 a.m. to 5.30 p.m. on working days Mon-Fri)	
8.	Term of Contract	The contract shall be valid for a total period of three years from the date of commencement of services. However, the vendor's performance during the year will be evaluated/assessed on completion of one year by MDI Murshidabad. On satisfactory performance the contract will be continued for the next year on mutually agreed terms and conditions.	

#### **INSTRUCTIONS FOR BIDDERS**

#### 1. Eligibility Criteria:

The bidders having following minimum qualification are eligible for bidding: -

- a) The bidder should be either registered as a company under Companies Act or as a Partnership (including Limited Liability Partnership) under Partnership Act, 1932 or Private or Private Limited or Government Undertakings as the case may be and should be in existence as such entity for not less than Five years before 31/05/2023. Bids of tenderer's having the status of sole proprietorship firms in any of the last 5 years shall not be considered.
- b) Should be providing similar kind of security & allied services (Minimum deployment of 25 security guards per WO) during the last three financial years in Regulatory bodies, Large Educational/Research Institutions, Universities, Schools, Colleges, Public or Private Sector Companies/Undertakings, Autonomous Bodies etc. Please attached supporting documents.
- c) Must have achieved Average Annual Turnover of Rs. 10 crores during last three financial years' 2019-20, 2020-21 & 2021-22 and should be a profit making entity.
- d) Should be registered with the Income Tax department and GST departments.
- e) Should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other regulatory authorities including under the Contract Labour (Regulation and Abolition Act) and should be in compliance with applicable Act/laws. Should hold a valid Trade License for running the security & allied Services etc.
- f) The bidder or any of its partners /directors etc. should not have been black listed/ debarred by any of the government agencies/Private company or department or should not have been found guilty of commission of acts of moral turpitude or convicted for any economic offence or for violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations including by PF/ESI authorities.
- g) Should have successfully completed at least ONE similar work (Minimum deployment of 25 security guards per WO) of value equal to Rs. 75 Lakhs per year or more in any Educational Institution during the last three financial years. Attach Certificate of Experience and Satisfactory Completion of work awarded by concerned Establishments in support of proof.
- h) Bidder should quote for providing Security & allied services as mentioned in the Scope of Work(s) in the NIT/tender document. Any bid received for the partial services will not be entertained at all and will be summarily rejected by the Institute, without making any explanation to the bidder.
- i) The Institute, at its discretion, at any time can alter/reduce/modify the scope of work without citing any reasons to the bidder/vendor.

#### 2. Documents required in support of eligibility and Qualification: -

Tenderer should submit the following documents along with Technical Bid: -

- a) Self-attested copy of the Certificate of Incorporation in respect of the applicant organization issued by the Registrar of Companies or a partnership deed duly registered under the Partnership Act.
- b) Self-attested copies of the GST registration certificate and PAN.
- c) Statement of Average Annual Turnover of financial years' 2019-20, 2020-21 & 2021-22 in support of Income Tax Return Form 3CD-3CB/3CD-3CA/Income Tax Assessment Order as per eligibility criteria mentioned in Annexure III.
- d) EMD of the required amount as specified in this tender document.
- e) Self-Declaration stating that the Company/Firm/vendor/agency has not been black listed by Centre/ State Government/ PSU/ Academic institution as per the format in this tender document as per Annexure VIII.
- f) EPFO, ESI, Contract Labour Registration & Trade License Certificate.

- g) Experience proof documents (Maximum 10 Nos. Work Orders/P.O. and Successfully Completion certificates with minimum deployment of 25 security guards) issued by the competent authorities of the organizations served on the organization's letterhead during last three financial years' 2020-21, 2021-22 & 2022-23 as per Annexure XI.
- h) NIT duly signed and officially stamped on all the pages to be submitted in original.

#### 3. Tender Validity

The validity period of the bid will be 180 days from the date of opening of tender documents, which may be extended by the bidders for such period as may be requested by MDI Murshidabad. A proposal valid for a shorter period may be rejected as non-responsive.

#### 4. Earnest Money Deposit (EMD)

- a. The bidders should submit the tender document complete in all respects along with earnest Money Deposit (EMD) of Rs. 1,50,000/- (Rupees One lakh fifty thousand Only) in the form of Demand Draft/NEFT issued by a nationalized bank in favour of "Management Development Institute Society", payable at Murshidabad. For NEFT: Bank A/C No.: 33987582978, IFSC: SBIN0012355, SBI Omarpur Branch.
- b. Any Tender not accompanied by EMD shall be summarily rejected and will not be considered at all.
- c. EMD of the unsuccessful bidders will be returned to them without any interest within 30 days after finalization of tender and Award of work.
- d. EMD amount of the successful bidder shall be returned on receipt of Performance security.
- e. The EMD shall be forfeited if:
  - (i) The Bidder/Tenderer withdraws his Tender during the validity period of Tender.
  - (ii) The Successful Bidder/Tenderer fails to comply with all the terms and conditions of the Tender during the currency of the contract.

#### 5. Bid Submission:

Sealed Tenders should be addressed and submitted along with requisite documents at Registrar Officer, Management Development Institute Murshidabad, Kulori, Uttar Ramna, Raghunathganj, Dist: Murshidabad. Pin: 742235, West Bengal on or before 31 May 2023 by 15:00 hrs. through Speed Post/by Hand only. Any bid received online shall be rejected.

#### 6. Late Bids:

Tender submitted or received after the closing date and time will not be considered and shall be returned to the Tenderer/bidder, unopened. The bidders shall ensure that timelines are adhered to and any bids received later than the specified time and date shall not be entertained.

#### 7. Opening of tender:

- a) The Tender shall be opened at the scheduled date, time and venue as mentioned in the Tender document, unless there is any change which will be informed by the Institute. One Tenderer's representative may attend the Tender opening.
- b) During the tender opening as above, the envelopes containing Technical Bid shall be opened. The envelopes containing financial bids shall be signed by the committee members and kept unopened for opening at a later date.

#### 8. Evaluation of Technical Bids:

- a) The committee constituted by the competent authority of MDI Murshidabad shall evaluate the Technical Bids with reference to technical requirements and other criteria mentioned in the Tender Document, including presentation by the bidder. All eligibility conditions have to be satisfied on the last date of submission of bid and not later.
- b) The bid of the bidders who submit their bid in the proper format along with EMD will be evaluated. The bids of the non-conforming bidders shall be rejected without further evaluation.
- c) Any conditional bids received shall not be considered and will be summarily rejected in the very first instance without any recourse to the bidder and shall not be evaluated.
- d) MDI Murshidabad at any stage may seek such clarification/information/document from the bidder, as may be required, for it to satisfy the eligibility of the bidder. Failure on the part of the bidder to submit such information within the stipulated time may entail cancellation of the bid of such bidder.

MDI Murshidabad Committee at its own discretion may visit any of the premises of the client(s) as per the list provided by them and to make quality assessment of the services provided, at its own expense.

- e) Only Technically qualified bids shall be considered for opening and evaluation of financial bids.
- 9. The metric for evaluation of Technical Bids on a scale of 60 marks shall be as per "Annexure XII Proforma for Technical Bid Evaluation (Out of 60 Marks)" subject to the requirement condition that the Minimum Qualifying Marks for Technical Bid would be 45 out of 60. The short listing of the bidder will be as per the evaluation of eligibility criteria and presentation by the bidder to the evaluation committee of MDI Murshidabad. Evaluation of financial Bids: -

The metric for evaluation of financial bids on the scale of 40 marks shall be as follows: -

SI. No.	Financial Criteria	Total Marks
1.	L-1 (Lowest Bidder)	40
2.	L-2 (Bidder)	40× (L1/L2)
3.	L-3 (Bidder)	40× (L1/L3)
4.	L-4 (Bidder)	40 × (L1/L4)
5.	L-5 (Bidder)	40 × (L1/L5)

**10.** The successful bidder shall be declared on the basis of final marks (100) obtained in Technical Evaluation Score (**TS**) (60 marks) + Financial Evaluation Score (**FS**) (40 marks) to the highest scorer.

Tenderers will be ranked accordingly to their final marks out of 100 and will be listed in the order of merit. The top scorer would be eligible for the award of work.

#### 11. Award of Contract:

- a. MDI Murshidabad may award the contract to the successful bidder whose bid is found to be responsive and who is eligible and qualified to perform the contract as per terms and conditions of the Tender document.
- b. MDI Murshidabad will communicate to the successful bidder that its proposal has been accepted and will issue a "Work Order".
- c. Failure of the successful bidder to comply with the requirements of the above clauses shall constitute sufficient grounds for annulment of the award and forfeiture of EMD.

#### **12.** Performance Security Deposit and Award of Contract:

The successful bidder who is awarded with the contract shall be required to deposit a Performance Security Deposit of Rs 7 Lakh (Seven Lakh) in the form of Bank Guarantee/DD/NEFT from any Scheduled Commercial Bank drawn in favour of "Management Development Institute Society" covering the period of contract and 180 days beyond the contract period.

In case, the contract is further extended the Bank Guarantee will have to be accordingly extended/renewed by the successful vendor. All incidental charges whatsoever such as premium, commission etc. with respect to the Bank Guarantee/DD/NEFT shall be borne by the successful bidder. Non deposit of Bank Guarantee/DD/NEFT within the stipulated time shall render the contract invalid at the discretion of MDI Murshidabad.

#### 13. Effectiveness and Duration of Contract

The contract shall come into effect on the date of signing the contract by both the parties. The contract shall be valid for a total period of three years from the date of commencement of services. The vendor's performance will be evaluated/ assessed on completion of a year by MDI Murshidabad. On satisfactory performance the contract will be continued for the next year on mutually agreed terms and conditions.

#### 14. Amendment of Bidding Documents:

- At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether
  at its own initiative or in response to a clarification requested by a prospective bidder, modify the
  bidding documents by amendment.
- ii) In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing bids, if any, the Institute, at its discretion, may extend the deadline for the submission of bids.
- iii) The all such amendments will be notified in our website under the Tender menu. Bidders are advised to check our website regularly for such amendment, if any.

#### 15. Language of Bid

The bid prepared by the Bidder, all correspondence and documents relating to the bid shall be written in English language.

- **16.** MDI Murshidabad reserves the right to cancel all bids or discontinue this tender process, without assigning any reason at any time.
- 17. The bidder will be bound by the details furnished by him/her to MDI Murshidabad while submitting the bid or at subsequent stages. In case, any of such documents furnished if found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.
- **18.** The bid and all correspondence and documents shall be written in English. All proposals and accompanying documents received within the stipulated time shall become the property of Management Development Institute Murshidabad.
- **19.** The bids shall be valid for a period of **six** months from the date of opening of the bids. A bid valid for a shorter period may be rejected as non-responsive.
- **20.** The intended bidders are advised to undertake a survey of the MDI Murshidabad premises and satisfy themselves about the scope of work before submitting their bids. A bid once submitted shall be deemed to have been submitted with full knowledge of aforesaid factors and no representation by the bidder will be entertained/ accepted for whatsoever may be the reason(s).

#### **BRIEF SCOPE OF WORK**

Security & allied Services are to be provided by the bidder at Management Development Institute Murshidabad Campus as per the details mentioned in the tender document and requirements of the Institute from time to time and should be innovating with Student- Centric approach, for a period of three years'. The Institute, at its discretion, at any time can alter/reduce/modify the scope of work without citing any reasons to the bidder/vendor. The approximate strength of resident students at hostels is 380 and the strength of faculty & non-faculty members residing in the campus is 20 at present.

The bidder should depute one of his qualified and trained manager as operational in-charge of the site who will be accountable to integrate and control/coordinate smooth delivery of security Services at the MDIM Campus.

The detailed scopes of work for security services to be provided by the bidder are category wise mentioned below: -

#### A. SCOPE OF WORK FOR SECURITY SERVICES

The bidder shall provide round-the-clock trained security guards (male and female security guards, as may be required) at the identified locations like, Boys & Girls Hostel, Executive Hostels, Faculty Quarter, Administrative/Academic Building, Main Entrance Gate at Management Development Institute Murshidabad Campus. The security guards shall ensure protection and safety of the students, faculty & non-faculty and property of MDI Murshidabad under their charge, perform watch and ward functions at the hostels and prevent entry of any unauthorized person inside the student hostels. In case of any incident of theft, robbery, fight, misbehavior or any other incident/accident inside hostel premises, it is the responsibility of the security service provider to coordinate with the local administration for lodging FIR/complaints etc. in consultation and permission of the Institute Authorities.

#### **B. DUTIES AND RESPONSIBILITIES OF BIDDER**

- 1. The bidder will be responsible for ensuring round the clock security arrangements at the Boys & Girls Hostel, Executive Hostels, Faculty Quarter, Administrative/Academic Building, Main Entrance Gate at Management Development Institute Murshidabad Campus.
- **2.** To maintain the safety and security of students, faculty & staff, round the clock i.e. 24x7 basis, it is estimated that the bidder will provide the following security personnel on 12 hrs. shift basis:
  - 2 trained Security Supervisor
  - 21 trained Security Guards (includes 19 male and 2 female)
  - 1 trained Armed Guard
- **3.** Any shortfall in attendance will attract a penalty of Rs. 1000/- on each occasion. Based on our requirement the above number may be increased/decreased during the period of contract.
- **4.** The bidder shall be responsible for :
  - a) Supervising the work of his security guards deployed.
  - b) Maintaining the discipline, dress and decorum of the security guards.
  - c) The security guards arrange for any medical help to the hostel students in case of any medical emergency.
  - d) Deployment of security guards, after daily roll call and briefing about duties and responsibilities.
  - e) Define and implement student's hostel safety and evacuation drills on a regular basis.
  - f) Ensure good discipline of the security guards, take up night checks, provide on job training to the security guards to make them acquainted with the security requirements of the student hostels.
  - g) Maintain a daily Attendance register which will be verified by the authorized person of the institute.

- h) Frisking the students entering the Campus to prevent entry of liquor and other unlawful substances.
- **5.** The security guards be rotated weekly basis on the allocated posts.
- **6.** The bidder will ensure that the instructions given by MDI Murshidabad are strictly followed and there are no lapses.
- 7. The entry of the students/visitors will be regulated by the security personnel in the manner that will be instructed by the Admin. office of MDI Murshidabad from time to time. They will also ensure that all the electrical equipment/instruments/light/Fans must be switched off at the time of closure of the office.
- **8.** No items are allowed to be taken out of the campus without proper authority and Gate Pass issued by the Institute. The security personnel will also maintain material movement record through MDIM main entrance.
- **9.** The security personnel will also maintain the movement of office vehicles & its users.
- **10.** Deployment of trained security guards/ security supervisor will be as per the instructions of the Institute from time to time.
- **11.** Trained Ladies' security guard should be appointed at girls' hostels.
- **12.** The security guards should take care of the water taps, valves, water hydrants, fire system etc. installed inside and near the hostel premises.
- **13.** The security guards should be minimum 12<sup>th</sup> standard pass, healthy, smart, of good physic and have minimum 2 years work experience in security assignment. The age of the security guards should be preferably between 30-50 years. The security guards should not have any contagious disease.
- **14.** The security guards / supervisors should be well trained to extinguish fire with the help of fire extinguishing systems/ cylinders and other fire-fighting material available on the spot.
- **15.** The security guard on duty shall not leave the premises until the reliever reports for duty.
- **16.** The bidder will provide security guards with seasonal and protective clothing, torches (with adequate supply of battery cells on monthly basis), whistle, lathies, raincoats, gum boots, umbrellas etc. as may be required. Institute will not provide any accommodation to the security supervisor/guards.
- 17. No person who has been convicted by a competent court has been dismissed or removed on grounds of misconduct or moral turpitude while serving in any of the armed forces of the Union, State police organization, central or state governments or in any private security service, shall be deployed as security guard or supervisor by the bidder.
- **18.** In case of any misbehavior of a security guard reported by the Institute to the bidder, the security guard is to be removed immediately by the bidder. Institute will not make any explanations to the bidder for the same.
- **19.** The bidder will submit a list of security guards deployed to the Institute along with their police verification report to the Institute.
- **20.** The bidder will prepare and submit a "Safety & Security SOP (Standard Operating Procedure)" for the safety & security of the students and property of the Institute for information and approval of the Institute.
- **21.** From 10:00 pm to 6:00 am security supervisor must be on patrolling duty in the campus by rotation and while patrolling he should check all the building locks including pump houses and other places of importance.
- **22.** The security personnel should not give lenient or casual impressions in the duties and they should be alert and attentive. They should observe movement of all the staff, students, labours and visitors etc. They should not allow any visitors with vehicles to the office or inside the campus without proper entry in the visitor's registers.
- **23.** The bidder will provide a man-power plan for information and approval of the Institute.

#### TERMS AND CONDITIONS OF CONTRACT

- 2. Bidder will meet the Administration of the Institute for an interaction and feedback related issues minimum on a monthly basis.
- 3. Bidder will provide professionally qualified and dedicated security and should ensure that the best services are regularly rendered.
- 4. The contract shall automatically expire on unless extended further by the mutual consent of contracting bidder and MDI Murshidabad.
- 5. The bidder shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this contract to any other vendor without the prior written consent of MDI Murshidabad.
- 6. MDI Murshidabad reserves the right to terminate the contract at any time after giving one month's notice to the selected bidder.
- 7. The bidder shall not employ any person below the age of 18 years. Generally, the age of staff deployed should be between 30-50 years. Employment of child labour will lead to termination of contract.
- 8. The security deployed shall be employees of the bidder at all times and all statutory liabilities of the bidder staff will be paid by the bidder viz. ESI, PF, Bonus, Workmen's Compensation, etc. The staff deployed by the bidder should be properly trained and have requisite experience and skills.
- 9. The bidder at all times shall maintain all statutory registers under the applicable Law. The bidder shall produce the same on demand to the concerned authority of MDI Murshidabad or any other authority under Law.
- 10. The bidder shall engage only such staff and supervisors, whose antecedents and health have been thoroughly verified and police verification and other formalities have been done. Institute will not make any payment to the bidder for any such verification. The bidder shall be fully responsible for the conduct of his staff.
- 11. The bidder, at all times should indemnify MDI Murshidabad against all claims, damages or compensation under the provisions of payment of wages Act 1936, Minimum wages Act 1948, Employer's Liability Act 1938, Workmen Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time in this regard. Payment of minimum wages as notified by the appropriate government from time to time, shall be ensured all the time by the bidder. Above all, the bidder will indemnify MDI Murshidabad from all legal, financial statutory, taxation, and associated other liabilities. If any law has not been mentioned in the para and is applicable for the services should also be applicable to indemnify MDI Murshidabad for liabilities of any nature.
- 12. The bidder shall specifically ensure compliance of various Laws / Acts in force, including but not limited to with the following and their re-enactments / amendments / modifications:
  - a. The Employees Provident Fund Act, 1952
  - b. Payment of Wages Act 1936

- c. Minimum Wages Act 1948,
- d. The Contract Labour (Regulation) Act, 1970
- e. The Payment of Bonus Act, 1965
- f. The Payment of Gratuity Act, 1972
- g. The Employees State Insurance Act, 1948
- h. The Employment of Children Act, 1938
- i. The Industrial Disputes Act 1947
- 13. It shall be the responsibility of the bidder to issue employment card / photo / identity card to the staff deployed and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Bidder has to ensure that its employees deployed in MDI Murshidabad invariably wear uniform and carry ID card during office hours, issued by the bidder at his own cost.
- 14. The bidder shall immediately replace any of its staff if they are unacceptable to MDI Murshidabad because of any risk, incompetence, conflict of interest, breach of confidentiality or misconduct on the part of the staff deployed by the bidder, upon receiving a communication from the Institute. Notwithstanding the above, the Institute shall have the right to ask to change / replace the staff at any point of time without assigning any reason.
- 15. MDI Murshidabad shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the bidder.
- 16. The bidder shall be responsible for any damage done to the property of the Institute by his personnel deployed. MDI Murshidabad will be free to recover it from the Security Deposit or from any other dues payable to the bidder.
- 17. The bidder staff should be polite, cordial, positive and efficient while handling the assigned works and their actions should promote goodwill and enhance the image of the Institute. The bidder shall be responsible for any act of indiscipline on the part of staff deployed by him.
- 18. In case of any disorderly behavior, criminal offence, indiscipline or misbehavior by bidder's staff with hostel residents or Institute personnel the contract is liable to be terminated, without assigning any reasons.
- 19. Any incident of bidder's staff deployed related to sexual abuse/ harassment will invite zero tolerance from the Institute. Immediate strict punitive action will be taken against the bidder by MDI Murshidabad.
- 20. The bidder staff deployed shall not claim any benefit, compensation, absorption or regularization of their services in MDI Murshidabad either under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The bidder shall have to obtain an undertaking from his deployed staff to the effect that his staff is the employee of the bidder and shall submit the said undertaking to MDI Murshidabad. In the event of any litigation on the status of the deployed staff, MDI Murshidabad shall not be a necessary party to such proceedings. However, in any event, either the deployed person or to the order of the Court, MDI Murshidabad is made a party to such dispute, the bidder shall take all steps to protect the interest of MDI Murshidabad. The bidder shall reimburse the expenditure that would have been borne by MDI Murshidabad to defend itself, if so required.
- 21. Logo/Name of the Institute cannot be used by the bidder or his staff deployed for any purpose. MDI Murshidabad endeavors to be a plastic free campus and use of plastic is prohibited, as per Government norms.
- 22. The bidder shall ensure that the staff are disciplined and do not make use of alcoholic drinks, paan, gutkha, smoke, loiter, use mobile phones for entertainment purpose and in gambling, satta or any immoral act
- 23. The bidder will properly maintain the muster roll of the staff at work in the premises of MDI Murshidabad.

- 24. For all intents and purposes, the bidder shall be the "Employer" within the meaning of different labour Legislations in respect of staff deployed by it. There shall be no claim by such deployed staff of any employment in MDI Murshidabad. The staff deployed by the bidder in MDI Murshidabad shall be the employees of the bidder only at all times and not have any stake or claims like employer and employee relationship with MDI Murshidabad, in any case whatsoever.
- 25. The bidder shall be solely responsible for redressal of grievances of its staff deployed at MDI Murshidabad. MDI Murshidabad shall, in no way, be responsible for settlement of such issues whatsoever.
- 26. The bidder will not allow or permit its staff to participate in any trade union activities or agitation in MDI Murshidabad campus.
- 27. The bidder cannot contact any media/or any other persons/agencies for any issue related to services at the MDI Murshidabad.
- 28. MDI Murshidabad shall not be responsible for any financial loss or liabilities arising out of accident or death to any of the staff deployed by bidder in the course of their performing the functions / duties or for payment towards any compensation for any reason.
- 29. The bidder will be responsible for compliance of all statutory provisions applicable for this contract. Payment of the bill will be made only after successful submission of statutory payment receipts.
- 30. The bidder shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to MDI Murshidabad to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
- 31. In case, the bidder fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof MDI Murshidabad is put to any loss / obligation, monetary or otherwise, MDI Murshidabad will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the bidder, to the extent of the loss or obligation in monetary terms or shall be entitled to recover the same by legal recourse.
- 32. In case of breach of any terms and conditions as specified in the contract signed, the Performance Security Deposit of the bidder will be liable to be forfeited by MDI Murshidabad besides annulment of the contract and other legal resource.
- 33. The staff employed by the bidder shall be required to undergo a medical test by a medical practitioner/doctor once in three months from the date of employment at the cost of the bidder.
- 34. If there arises any dispute relating to this Contract the same shall be referred to sole arbitration of the Competent Authority, MDI Murshidabad whose decision shall be final and binding on both the parties.
- 35. Payment Terms & Process
  - a) The bidder shall be solely responsible for making salary payment to its deployed staff at MDI Murshidabad by 7th of each month without fail.
  - b) The bidder shall raise the bill enclosing PF and ESIC statements, as applicable, and submit the same to MDI Murshidabad in the succeeding month. Payment of the bill will be made only after successful submission of statutory payment receipts.
  - c) The bidder will be solely responsible for making the payment directly to his deployed staff. Since there may be occasional delay in releasing payment by MDI Murshidabad to the bidder due to contingencies, payment of wages to the staff by bidder should not be linked with receiving of payment from MDI Murshidabad and shall be independent of the same.
  - d) Payment to deployed staff must be made by the bidder through e-transfer/digital payment.
  - e) The entire financial liability in respect of staff deployed in MDI Murshidabad shall be of the bidder and MDI Murshidabad in no way will be liable for the same.
  - f) The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act / Rules, as amended from time to time and a certificate to this effect shall be provided to the bidder by MDI Murshidabad.

g) If as a result of post payment audit any overpayment is detected in respect of any work done by the bidder or alleged to have been done by the bidder it shall be recovered by MDI Murshidabad from the bidder.

#### **36. TERMINATION OF CONTRACT**

If for any reason, the bidder is not in a position to render the services as required under this contract or to maintain the service standard required the Institute shall be entitled to terminate the contract by serving three months' notice to the bidder. The bidder shall also have the right to terminate the contract by giving one months' notice in writing to the Institute to make alternative arrangement(s). However, the contract can be terminated in case of serious lapses which include, but are not limited to the lapses in Security & Allied Services at MDIM. The Institute has unfettered right hereunder to terminate the contract at any time without assigning any reason whatsoever.

The Institute reserves the right to reject any or all quotes without assigning any reason (s) thereof. The competent courts at Murshidabad shall have the jurisdiction.

#### **BIDDER DETAILS FORM**

#### For providing Security & Allied Services at Management Development Institute Murshidabad Campus

SI. No	Description	Information
1	Name of Bidder:	
2	Date of Incorporation of Company (Attach ROC Registration certificate/, Registered Partnership Deed)	
3	Details of Earnest Money Deposit (EMD)  (in favour of "Management Development Institute Society")	DD No
4	Name of Director/ Partner of Bidder	
5	Full Address of Registered Office of Bidder: Mobile No.: E-Mail Address :	
6	Full address of Operating Branch/Office at West Bengal Mobile No.: E-Mail Address :	
7	Bank details of the bidder:	
8	PAN No. (attach documentary proof)	
9	GST Registration No. (attach documentary proof)	
10	Employee Provident Fund Registration No. (attach documentary proof)	
11	Employee State Insurance Registration No. (attach documentary proof)	
12	Trade License No. (attach documentary proof)	
13	Contract Labour License (attach documentary proof)	

14	Number of years of experience in providing similar Security & Allied services	
15	Experience proof documents (Maximum 10 Nos. Work Orders/P.O. and Successfully Completion certificates with minimum deployment of 25 security guards) issued by the competent authorities of the organizations served on the organization's letterhead during last three financial years' 2020-21, 2021-22 & 2022-23 as per Annexure XI (attach documentary proof)	
16	Income Tax Return of the Company (3CD-3CB/3CD-3CA/Income Tax Assessment Order) for financial years', 2019-20, 2020-21 & 2021-22	
17	Average Annual turnover during financial years' 2019-20, 2020-21 & 2021-22 as per format given at Annexure X.	
18	Self-Declaration stating that the bidder has not been black listed by Centre/ State Government/ PSU/ Academic institution as per format given at Annexure VIII.	

Note: Bidders may annex separate sheets wherever required for furnishing details. However, such sheets must be duly signed and shall bear official seal. Unsigned documents may lead to rejection of bid submitted.

#### Declaration:

I/We hereby declare that the information furnished above are true and correct. In case the above information is found incorrect at any stage, the Competent Authority, MDI Murshidabad may take appropriate action as warranted.

Signature	
Name of the authorized person	
PLACE:	
DATE:	Official seal

### LETTER FOR FINANCIAL BID (To be printed on the bidder letter head)

Date:/	/

Registrar Management Development Institute Murshidabad Kulori, Uttar Ramna, Raghunathganj. Dist: Murshidabad, West Bengal. Pin: 742235

Dear Sir,

### Ref: <u>Tender for providing "Security & Allied Services at Management Development Institute</u> <u>Murshidabad Campus"</u>

Having examined the Tender document, the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to provide the Security & allied Services at Management Development Institute Murshidabad Campus".

To meet such requirements and to provide services as set out in the tender document, we attach hereto our response as required by the tender document, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the terms and conditions put forward in the tender and the work order to be entered with MDI Murshidabad. If our proposal is accepted, we will submit the Performance Security Deposit Bank Guarantee in favour of "Management Development Institute Society" for the amount specified in the NIT Document and issued by a scheduled commercial bank in India as acceptable to MDI Murshidabad.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document as also in the Agreement to be signed with MDI Murshidabad for provision of Security & Allied Services at Management Development Institute Murshidabad Campus. We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to MDI Murshidabad are true, accurate and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead MDI Murshidabad as to any material fact. We understand that if at any point of time it is noticed/discovered by MDI Murshidabad that as information given by us is false or incorrect or misleading MDI Murshidabad shall have the right to take such necessary action as it may deem fit including cancellation of contract.

It is hereby confirmed that I/we are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this financial bid (attached) document as well as such other documents, which may be required in this connection.

Signature	
Name of the authorized person	
PLACE:	
DATF·	Official seal

Date:...../.....

#### **SELF-DECLARATION FOR NON BLACK LISTING**

### For providing Security & Allied Services at Management Development Institute <u>Murshidabad Campus</u>

(To be printed on the bidder letter head)

Registrar Management Development Institute Murshidabad Kulori, Uttar Ramna, Raghunathganj. Dist: Murshidabad, West Bengal. Pin: 742235
Dear Sir,
In response to the Tender for "Security & Allied Services at Management Development Institute Murshidabad Campus", I / we hereby declare that presently our company / firm has not been black listed or debarred and not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State / Central Government / PSU / Autonomous Body.
We further declare that presently our Company / firm is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State / Central Government / PSU / Autonomous Body on the date of Bid Submission including violation of relevant Labour laws.
If this declaration is found to be incorrect then without prejudice to any other action that may be taken, the EMD/Performance Security Deposit submitted for providing "Security & Allied Services at Management Development Institute Murshidabad Campus" may be forfeited in full by the Institute, the bid may be cancelled at any stage, and the contract may be terminated and I/we shall be barred from bidding in future tender.
Thanking you,
Signature  Name of the authorized person  PLACE:
DATE: Official seal

#### **FINANCIAL BID PROFORMA**

### For providing Security & Allied Services at Management Development Institute <u>Murshidabad Campus</u>

(To be printed on the letterhead of the Bidder)

SI. No.	Item  (Add separate sheets wherever required for submission of details, if required)	Amount per month (Exclusive of GST)	
		Amount in Figure	Amount in Words
	Security & Allied Services at MDI Murshidabad with deployment of 2 nos. Security Supervisors, 21 nos. Security Guards & 1 no. Armed Guard on 12 hrs/day shift basis		
1	Provide cost break up in the table provided on the following pages. GST, as applicable, will be paid additionally.		
	(Please refer Scope of work for Security Services at <b>Annexure IV</b> )		
	Add GST (as applicable)		
	Grand Total (with GST)		

Signature	
Name of the authorized person	
PLACE:	
DATE:	Official seal

### (To be printed on the letterhead of the Bidder: FINANCIAL BID PROFORMA) Format for arriving Monthly Cost for Security & Allied Services as per Annexure IV

Pay particulars	Monthly Rate per Security Supervisor for 12 Hrs. (Exclusive of Tax) (Rs.)	Monthly Rate per Security Guard Male/Female for 12 Hrs. (Exclusive of Tax) (Rs.)	Monthly Rate per Armed Guard for 12 Hrs. (Exclusive of Tax) (Rs.)
Wages (Minimum Wage, Govt. WB			
Zone-B)			
Bonus 8.33%			
PF			
ESIC			
Gratuity			
Uniform			
Leave Cost			
Relieving Charges			
Supervision Cost (if any)			
Management Fee/Service Charges			
Each manpower cost			
Total Nos. of manpower	02	21	01
Total manpower Cost			
Add, GST @ 18%			
Final manpower Cost/month after GST for Security Supervisor (2 No.), Security Guards (21 Nos.) & Armed Guard (1 No.)	(ir	n Word)	(in Figure)

Signature	
Name of the authorized person	
PLACE:	
DATE:	Official seal

#### PROFORMA FOR AVERAGE ANNUAL TURNOVER

(Income Tax Return Form 3CD-3CB/3CD-3CA/Income Tax Assessment Order)

Financial Year	Amount in Rupees (in Figure)	Amount in Rupees (in Word)	Average Annual Turnover (in Rupees)
2019-20			
2020-21			
2021-22			

Signature	
Name of the authorized person	
PLACE:	
DATE:	Official seal

### PROFORMA FOR DETAILS OF SIMILAR CONTRACTS SUCCESSFULLY EXECUTED DURING F.Y. 2020-21, 2021-22 & 2022-23

For providing Security & Allied Services at Management Development Institute Murshidabad Campus

SI. No.	Name of the Client, Address, Tel. No., email ID	Nature of Client (Mention Academic/Other	Total Numbers of	Amount of Contract	Duration Contract	
	& Name/Designation/Tel. No. of the Concerned Officer	Commercial)	guards deployed	value (incl. GST/) per year	From	То
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Signature	
Name of the authorized person	
PLACE:	
DATE:	Official seal

Note: (i) Submit completion certificate if the contract is over.

#### **Proforma for Technical Bid Evaluation**

No	tick t	opriate	Marks	Maximum Marks	
_	Experience of the Bidder in Security Services				
1	5 years		3 Marks		
	6 years		5 Marks	10	
	7 years		7 Marks		
	More than 7 years		10 Marks		
2.	Average Annual Turnover of the Bidder during the Financia providing similar Services	al Years 20	19-20, 2020-21 & 20	)21- 22 in	
	Average Annual Turnover between Rs. 10 Crore to Rs. 15 Crores		05 Marks		
	Average Annual Turnover above Rs. 15 Crores to Rs. 20 Crores		7 Marks	10	
	Average Annual Turnover above Rs. 20 Crores		10 Marks		
	executed in last three financial year (2020-21, 2021-22 Educational/Research Institutions, Universities, School			_	
			<b>-0</b> ,	boules, Luig	
	Educational/Research Institutions, Universities, School Companies/Undertakings, Autonomous Bodies etc.		ges, Public or Pi		
	Educational/Research Institutions, Universities, School Companies/Undertakings, Autonomous Bodies etc.  Between 01 to 04		ges, Public or Pi	_	
4.	Educational/Research Institutions, Universities, School Companies/Undertakings, Autonomous Bodies etc.  Between 01 to 04  Between 05 to 08	ols, Colle	03 Marks 05 Marks 10 Marks ty guards per WO) ong the Financial Year	rivate Sector 10	
4.	Educational/Research Institutions, Universities, School Companies/Undertakings, Autonomous Bodies etc.  Between 01 to 04  Between 05 to 08  09 and above  Number of Annual Contract/WO (Minimum deployment of nature executed with a minimum value of Rs. 75 lakhs per	ols, Colle	03 Marks 05 Marks 10 Marks ty guards per WO) ong the Financial Year	rivate Sector 10	
4.	Educational/Research Institutions, Universities, School Companies/Undertakings, Autonomous Bodies etc.  Between 01 to 04  Between 05 to 08  09 and above  Number of Annual Contract/WO (Minimum deployment of nature executed with a minimum value of Rs. 75 lakhs per 2021-22 & 2022-23 in Educational/ academic Institutions	ols, Colle	03 Marks 05 Marks 10 Marks ty guards per WO) ong the Financial Year 03 Marks 05 Marks	rivate Sector 10	
4.	Educational/Research Institutions, Universities, School Companies/Undertakings, Autonomous Bodies etc.  Between 01 to 04  Between 05 to 08  09 and above  Number of Annual Contract/WO (Minimum deployment of nature executed with a minimum value of Rs. 75 lakhs per 2021-22 & 2022- 23 in Educational/ academic Institutions  Between 01 to 02	ols, Colle	03 Marks 05 Marks 10 Marks ty guards per WO) ong the Financial Year	rivate Sector 10	
<b>4</b> . <b>5</b> .	Educational/Research Institutions, Universities, School Companies/Undertakings, Autonomous Bodies etc.  Between 01 to 04  Between 05 to 08  09 and above  Number of Annual Contract/WO (Minimum deployment of nature executed with a minimum value of Rs. 75 lakhs per 2021-22 & 2022- 23 in Educational/ academic Institutions  Between 01 to 02  Between 03 to 04	e a short er's past er intends	03 Marks 05 Marks 10 Marks ty guards per WO) ong the Financial Year 03 Marks 05 Marks	10 of similar rs 2020-21,	
	Educational/Research Institutions, Universities, School Companies/Undertakings, Autonomous Bodies etc.  Between 01 to 04  Between 05 to 08  09 and above  Number of Annual Contract/WO (Minimum deployment of nature executed with a minimum value of Rs. 75 lakhs per 2021-22 & 2022-23 in Educational/ academic Institutions  Between 01 to 02  Between 03 to 04  05 and above  Presentation by the bidder: Bidders are required to give presentation (maximum 10 minutes) in terms of bidd experience for providing similar services and how the bidder to provide the security & allied services in better way bas understanding of MDI Murshidabad and its requirements a	e a short er's past er intends	03 Marks 05 Marks 10 Marks ty guards per WO) on the Financial Year 03 Marks 05 Marks 10 Marks	10 of similar rs 2020-21,	

Signature	
Name of the authorized person	
PLACE:	
DATE:	Official seal