Tender no. IIMA/CCSP/41/2016-17 dated 2.01.2017

Tender for Annual contract for Security and allied services at IIM Ahmedabad

PART - I - Pre-qualification

Client

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Chapter – 1

Background and Broad Scope of Work

1.1 About the Institute

Indian Institute of Management, Ahmedabad (IIMA), was set up by the Government of India in collaboration with the Government of Gujarat and Indian Industry as an autonomous Institute in 1961. IIMA is **India's best** and **Asia's foremost Business School**, IIMA continues to be ranked as one of the finest institutions in the world. Its recent accreditation by **EQUIS** (European Quality Improvement System), the leading international accreditation body for International business schools has ensured IIMA's place as the **first and the only business school in India to obtain international accreditation**. IIMA becomes one among the 113 EQUIS-recognized schools in the world, from 33 countries to have attained international accreditation, making it a truly Global Business Management School.

IIMA's mission is to help India and other developing countries improve their managerial practices both in the private and in the public sector, and adopt superior public policies.

Over more than 54 years of its existence, the IIMA today has expanded its programmes and activities. It conducts the following major long duration programmes enrolling about 900 students in a year:

- Two-year Post-Graduate Programme in Management (equivalent to MBA)
- Two-year Post-Graduate Programme in Agri-business Management (equivalent to MBA)
- Fellow Programme in Management (equivalent to PhD)
- One-year Post-Graduate Programme in Management for Executives (PGPX, equivalent to MBA)

In addition to the long duration programmes, the Institute continues to offer more than 100 short duration executive education programmes in an academic year, the academic activity with which the Institute started its operation in the early 1960s. More than 3300 top and senior level executives from India and abroad benefit form IIMA executive education programmes in a year.

All the above academic (long and short duration) programmes are conducted in IIMA's two world class campuses spread over 103 acres in Ahmedabad city, Gujarat India These two campuses include the 64 acre main campus of the Louis Kahn fame and the 39 acres new campus in Vastrapur having a more convention architectural design.

Both the campuses are well planned and house classrooms/conference rooms, administrative buildings, student dormitories, Faculty and Staff housing and Management Development Centres.

1.2 Broad Scope of Work:

- 1.2.1 Providing 24 x 7 security services by deputing guards and supervisors in following area:
- (1) Main Campus:
- Gates
- Office Buildings
- Student Dormitory Buildings
- Housing area
- All other buildings and open area
- (2) New Campus:
- Gates
- Office Buildings
- IMDC, MSH houses
- Student Dormitory Buildings
- All other buildings

We are looking for professional Security Agencies having trained manpower and adequate experience, proper training personnel; having own office and training center in the field of security and safety measures at Ahmedabad which can operate around the clock for any emergency and assistance. The Contractor will have to design the security in conjugation with the officials of the IIMA, implement and execute the same. The above given area of responsibility may be taken as broad guideline however, the IIM, Ahmedabad expects to design the complete security service and accordingly implement and execute the Security Services so that, all the untoward incident can be prevented. "In case of any untoward incident, the responsibility of handling police complaints will lie with the contractor and loss/damage will be compensated by the Agency/contractor in part or in full, if found responsible for such loss/damage. To ascertain the responsibility of the Agency/Contractor a joint investigation of IIMA Management & Representative/Security Coordinator of the Security Agency/contractor will be carried out and only then the final decision will be taken. The decision of IIMA management will remain full and final. For lodging of police complaints and any other assistance, IIMA will provide due assistance."

1.2.2 Allied Services:

In addition to providing security services, the contractor may be asked to provide following services in terms of manning:

- 24 x 7 information/help desk,
- Transport desk,
- Despatch/Courier desk
- and other services related to Administrative support for smooth running of Institute functions as and when required

The workman deputed by Contractor for allied services shall carry out works as directed by the respective IIMA officer/supervisor from time to time.

The Contractor shall, unless specifically excluded in the Contract, shall perform all such work and services not specifically mentioned in the Contract, but that can be reasonably inferred from the Contract as being required for attaining Completion of the Works / services as if such works and/or items were expressly mentioned in the Contract.

Chapter 2

Notice Inviting Tenders and Schedule of Events

Online tenders under three bid systems are invited from experienced & reputed Service providers of sound financial standing, meeting the pre-qualifying requirement, for the services given below:

Name of work	Tender for Annual contract for Security and allied services at IIM
	Ahmedabad
Tender no.	IIMA/CCSP/41/2016-17 dated 2.01.2017
Tender submission cost	Rs. 5000/- (Rs. Five thousand only) BY DEMAND DRAFT/pay order in favour of Indian Institute of Management Ahmedabad, payable at Ahmedabad. The tender fee is non-refundable. Please upload scanned copy of DD. The hard copy should be sent to IIMA through courier/ hand delivery.
Earnest Money Deposit	Rs. 2,00,000/- (Rs. Two lakh only) by DD/pay order in favour of Indian Institute of Management, Ahmedabad, payable at Ahmedabad. Please upload scanned copy of DD/pay order. The hard copy should be sent to IIMA through courier/ hand delivery.
Contract period	The initial period of contract will be for ONE year with a provision to extend the contract for further period of FOUR years on EVERY TWO year basis subject to satisfactory performance, on the same terms and conditions at the absolute discretion of IIMA.
Issue of tender	For details and bid documents please visit website: https://eprocure.gov.in/eprocure/app
Pre bid meeting for clarifications on tender	11.00 am on 10.01.2017 at Chief Manager (ES & E), IIMA
Online Submission/receipt of tender	Start from 11.00 am on 19.01.2017 till 3.00 pm on 24.01.2017
Opening of tender	Un priced Part of the offer (i.e. Part – I: PRE QUALFICATION BID) shall be opened on 25.01.2017 at 3.30 PM at same office. During the opening only name of Bidder and whether EMD is furnished, shall be informed and no other details/ information shall be given.
	Part-II- Technical Bid- Shall be opened only of the pre-qualified bidders
	Part-III - Price Bid, Technically qualified (acceptable) bidders shall be opened at a later date to be communicated after evaluation of their offers. During opening of Priced Part name of Bidder and Total prices shall be read. No other details/ information shall be given.

Contact persons (for	(1) Security In charge ,+91-79-66325555,+91 9227793137
any clarifications)	Email: security@iima.ac.in
	(2) Chief Manager (ES & E) ,+91-79-66324707,+91 9727714113
	Email: cmese@iima.ac.in

2.00 Notes:

- 2.1 The prices shall be filled up both in figures and in words. No overwriting or use of correction fluid shall be accepted. Any correction shall be legible and signed by the authorised signatory.
- 2.2 The Institute reserves the right to modify any terms and conditions before submission of the bids. Such changes will be put on the website at least three (3) days prior to the submission of bids.

Chapter - 3

Pre - Qualification Criteria

Only those bidders which meet the following minimum criteria will be considered for evaluation of Technical and Price bids:

Sr.	Description	Requirement	Remarks (Documents to be uploaded)
1	Minimum years in Security Services Business	Seven Years as on 31.03.2016	(1) Attach the Copy of Proprietorship OR Partnership Deed OR Memorandum of the Articles of Association (2) Proof of Office at Ahmedabad or Gandhinagar.
2	Experience – Assignment completed in last SEVEN years as on March 31,2016 contracts/assignments in the Field of Security services	Three contracts > Rs. 60 lakh per annum OR Two contracts > Rs. 85 lakh per annum OR One contracts > Rs. 170 lakh per annum	Attach the work order and/or satisfactory work done certificate
(a)	Average Annual Turn Over FY 2013-14	Minimum Rs. 170 lakhs	(1) Attach the copy of ITR, Profit & Loss Account
(c)	FY 2014-15 FY 2015-16		(2) Audit report duly certified by chartered accountant.
4	Employee strength	Minimum 220 on pay role	Attach return copy with 3A / 6A for ESIC, E.P.F, Professional tax and Service tax certificate + challan from issuing authority. (of last six months)
5	Registration Certificate (PASARA license)	From Police Commissioner's office for operation of security services in Gujarat.	Attach the latest copy (Valid or applied for renewal copy)

3.2 Online submission of documents to assess pre-qualification criteria:

Bidders must submit (upload) the documentary proof in support of meeting the pre-qualification criteria. Simply undertaking by the bidder for any item of the criteria shall not suffice the purpose.

3.3 Terms & Conditions:

- 3.3.1 Tender fee and EMD may be sent by post/ courier to the office of tender submission authority namely, Chief Manager (ES & E) IIM, Vastrapur, Ahmedabad 380015. However, IIMA accepts no responsibility for any loss/ delay/ non-receipt of documents not submitted in person. Documents received late/ incomplete are liable for rejection.
- 3.3.2 EMD as mentioned in the tender document shall be paid separately by DD in favour of Indian Institute of Management Ahmedabad, payable at Ahmedabad.
- 3.3.3 During opening of Pre-qualification bid (i.e. Part-1) the name of Tenderers who have submitted (uploaded) their offers along with details of Earnest Money Deposit will only be read out and no other information/ details whatsoever will be read out.
- 3.3.4 The offer of the Tenderer shall be valid for a period of 4 (Four) months from the last date of submission of Tender/ revised offer (if any).
- 3.3.5 In deciding upon the selection of contractors for the work, great emphasis will be put on the ability and competency of contractors to provide high quality services according to the time schedule and in close co- ordination with other agencies.
- 3.3.6 IIMA reserves the right to accept/reject any tender in part or full, without assigning any reason whatsoever.
- 3.3.7 If the last date of receiving/ opening of the tenders coincide with a holiday, than the next working day shall be the receiving/ opening date.

3.4 Expenses to be borne by bidder

All expenses in preparation and online submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. IIMA, in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.

Chapter - 4

General conditions of contract

4.1 Introduction:

The essence of this contract is to provide day to day Security services and Allied services. The Institute has adopted HIGHEST quality standards for all its activities and the bidder is required to render services meeting stringent standards.

Before attempting to fill the tender document, the bidder should visit the Institute to familiarise themselves with the various elements of services that are required to be rendered and to understand the quality levels of service that are required to be rendered.

4.2 Definitions:

Unless repugnant to the subject or context of usage, the following expressions used herein shall carry the meaning hereunder respectively assigned to them, namely;

- 4.2.1 The expression "Owner" and/or "Institute" occurring in the tender document shall mean Indian Institute of Management, Ahmedabad and shall include its successors and assigns.
- 4.2.2 The expression "Bidder" shall mean the Tenderer who submits the tender for the work/services and shall include the successors and permitted assigns of the Tenderer.
- 4.2.3 The expression "Contractor" " shall mean the Tenderer selected by the owner for the performance of the subject work/services and shall include the successors and permitted assigns of the Contractor.
- 4.2.4 'Officer-in-Charge" shall mean any officer of the Institute authorized to act as the Officer-in-Charge for the work/services or any specified part thereof.
- 4.2.5 "Work" and "Scope of work" shall mean the totality of the work / services and supply of materials by expression or implication envisaged in the contract and shall include all material, equipment and labour required for commencement, performance, provision or completion thereof. Unless specified in detailed Bill of Quantities.
- 4.2.6 "IIMA" shall mean Indian Institute of Management, Ahmedabad
- 4.2.7 "Contract" shall mean the contract for the work / services and shall include the tender document, the General Conditions of Contract, the Letter of Acceptance, and the accepted Rates (Bill of Quantities in Price bid).

4.3 Essential technical requirement:

- 4.3.1 The bidder must have all statutory registrations like PAN, TAN, Service Tax, PF, ESIC etc. as applicable from time to time with respect to this contract.
- 4.3.2 No legal proceeding(s) and / or Industrial dispute(s) claiming wages or any other payment from or employment with the Principal employer have been initiated by any present employee or previous employee of the bidder (if a company or proprietorship however previously designated) or of any partner of the bidder (if the bidder is a partnership firm). This will have to be supported by an appropriate declaration in the form of an Affidavit(Notarised) which if found to be false, it that case IIMA reserves the right to terminate the contract or take action deemed fit, in the overall interest of IIMA and the decision of Director IIMA in this regard shall be final and binding.
- 4.3.3 Notwithstanding anything stated in the tender document, IIMA reserves the right to assess the bidder's capability and capacity to perform the contract, should the circumstances warrant such an assessment in the overall interest of IIMA and the decision of IIMA in this regard shall be final and binding. Technical evaluation will be as mentioned in CHAPTER 6 (Bid Evaluation System)

4.4 Power, water and other facilities:

- 4.4.1 IIMA shall provide the Contractor the facilities, specified below for use exclusively for the providing services pursuant to the contract, namely:
 - (a) Office space with intercom telephone facility (Telephone will be on actual chargeable basis)

(b) Water : Free of Cost

(c) Electricity : Free of Cost

- 4.4.2 The contractor will arrange for other facilities, utilities, equipment and inputs required for providing the services mentioned in the contract.
- 4.4.3 The Contractor shall be responsible for and shall ensure the proper utilisation of the facilities, equipment, furniture and utilities provided by IIMA without any manner of abuse or excess use and will undertake day-to-day repair & maintenance of all equipment and items supplied by IIMA and also keep the office provided absolutely tidy and free from any damage. For any loss or damages to the premises, fittings, fixtures and equipment, recovery at market rates would be affected from the Contractor's bills and the material/item repaired or replaced at his cost. The decision of Officer in Charge IIMA about the recovery would be final.

4.5 Conditions of works / services:

- 4.5.1 Efficiency, promptness, quality service, good behaviour and politeness of the Contractor and his staff are the essence of the contract. The Contractor is required to provide and supervise the operations 24 x 7 x 365 days or as per requirement mentioned in detailed scope of works and BOQ and his Manager or Supervisor shall personally supervise operations in the premises.
- 4.5.2 Work / services shall be carried out by the Contractor as per the conditions of contract.
- 4.5.3 The Contractor shall engage fully trained and adequately experience workmen / Staff and arrange to provide refresher training course for them as and when required and as per the direction of Owner.
- 4.5.4 All the staff shall be medically fit. The Contractor shall provide uniforms to all their staff engaged by them and deployed for IIMA's duty. It is desired that each and every staff appointed by the contractor should have police verification certificate.
- 4.5.5 The contractor shall make payment of wages to all its employees under this contract through A/C payee cheque or through bank transfer or cash or but in presence of IIMA representative.
- 4.5.6 Entry into IIMA by any Contractor's personnel will be subject to issue of Gate Passes to such personnel for the purpose. Gate Passes shall be for a fixed period and shall be issued at the joint request of the Contractor and the personnel of the Contractor with respect to whom gate passes are sought, in the format prescribed by IIMA in this behalf to be jointly signed by the Contractor and the concerned personnel.
- 4.5.7 Issue of Gate Passes shall be subject to the approval of Officer-in-Charge and such approval shall be subject to the Contractor furnishing to the Officer-in-Charge, copy of letter of appointment issued by the Contractor to each person with respect to whom the Gate Passes is sought, signed in acceptance by the persons to whom the letter of appointment is given.
- 4.5.8 The Gate Pass may be withdrawn without assigning any reason.
- 4.5.9 The Gate Passes issued to the Contractor's personnel shall not ordinarily exceed the number which will be communicated to him by the owner from time to time except to meet emergent, casual or temporary requirements.
- 4.5.10 The Contractor's personnel shall not indulge in entertaining their guests/outsiders in the IIMA premises, and shall not loiter in the IIMA premises and shall not normally move out of their specified area of operation.

4.6 Intimation to contractor:

4.6.1 IIMA shall inform the contractor of its requirement regarding security services for the planned events and in urgent and exceptional cases 24 hours in advance. All intimation [written / verbal] will be given to the contractor or his representatives at IIMA.

4.7 Period of contract:

- 4.7.1 The initial period of contract will be ONE year with a provision to extend the contract for further period of FOUR years on EVERY TWO year basis subject to satisfactory performance, on the same terms and conditions at the absolute discretion of IIMA. The rates shall be as per clause no. 4.9 of chapter 4 of part-1, Pre-qualification bid.
- 4.7.2 The contract shall be in force for the period stipulated in the contract, and on the expiry thereof, it will be deemed to have been terminated automatically unless otherwise intimated in writing. Further, the Contractor will not have any right either contractual or equitable to demand any fresh contract for another term or to continue the same in preference to anyone else.
- 4.7.3 Notwithstanding anything contained in other clauses of the tender document, the contract will automatically terminate if and to the extent that the continuation of the contract or any part thereof become illegal or legally impermissible for any cause.
- 4.7.4 Upon termination of the contact (except termination due to illegality) the Owner may be entitled, at the risk and cost of the Contractor, to arrange for the services for the balance period of the contract as contemplated in the scope of the work through an independent agency or agencies and to adjust any differential amount thus incurred from the Contractor (in addition to any other amounts, compensation and damage that the Owner is entitled to in terms of the contract or otherwise) from the security deposit or any other amounts due or becoming due to the Contractor. The decision of Director IIMA in this regard shall be final and binding.

4.8 Payment of bills:

- 4.8.1 Payment shall be made every month on the basis of the bills having been prepared the Contractor in duplicate at accepted "BILL OF QUANTITIES". It is desired that copies of the documents (as may be required by IIMA) are enclosed to ensure that the Contractor has duly complied with his contractual and statutory obligations be enclosed along with the bill.
- 4.8.2 Income Tax deduction and other statutory deductions will be made from "monthly" bills of the Contractor as per rules and regulations in force under the Income Tax Act.
- 4.8.3 Service Tax (if applicable as per rule) shall be paid on actual.
- 4.8.4 Payments will be made within 30 days of submission of monthly bills provided the bills are complete and duly authenticated by the specified Officer(s) of the Owner.
- 4.8.5 Payments will be made by crossed account payee cheques only OR e payment.

4.9 Escalation / De-escalation:

The percentage fee quoted by the bidder will be firm during entire duration of the contract.

4.10 Earnest money:

4.10.1 Tenders submitted without earnest money will not be considered. The earnest money of the unsuccessful bidders will be refunded without any interest after the award of the contract. The earnest money of the bidder is liable to be forfeited if the bidder prematurely withdraws his bid or the successful bidder fails to take up the job or fails to deposit the initial security deposit.

4.11 Security deposit:

- 4.11.1 The security deposit consists of two elements:
 - a) Earnest money deposit [to be paid either in the form of DD along with the tender document]
 - b) Initial security deposit (ISD) @ 2.5% of the Contract Value to be paid on award of contract but before commencement of work / services. ISD amount is inclusive of EMD.
 - c) No further recovery in regards to security deposit shall be made from the Contractor's bills after the cumulative recovered value comprising EMD and ISD recovered equals 2.5% of the total contract value. Annual contract amount is first month bill amount x 12.
- 4.11.2 Release of final payments and retention amount (if any) outstanding on expiry or Completion of the contract including extended period shall be subject to the Contractor furnishing satisfactory proof of re-deployment or retrenchment, as the case may be, of employees who were deployed by the Contractor pursuant to the contracts to work within the premises of IIMA.
- 4.11.3 Security deposits amount shall be considered based on First years' Annual contract amount.
- 4.11.4 Release of Initial Security Deposit shall be on completion of 60 months of contract period or when the contract is not extended (whichever is earlier).
- 4.11.5 No interest will be paid on any deposit.
- 4.11.6 IIMA will have right to deduct and disburse the claims of the individual/parties being a Principal Employer on any account whatsoever, in relation to their employment with the contractor. The Security Deposit will be released subject to an undertaking by the Contractor that in the event any of this workman or the heirs of workman puts up a claim for recovery of money due to him from the Contractor before the Appropriate authority under I.D. Act-1947 or under any other Labour Law or for Compensation under the Workmen's Compensation Act- 1923 and the appropriate Authority gives a direction for making payment that he i.e. the Contractor will meet the same of indemnify IIMA if in the event IIMA pays it as Principal Employer.

4.12 Taxes, labour laws and other regulations:

4.12.1 The Contractor shall be liable to comply with all the rules and regulations in respect of all statutory obligations applicable to the workmen including safety regulations.

4.12.2 DELETED

- 4.12.3 The Contractor shall accept and bear full and exclusive liability for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done or service rendered pursuant thereto.
- 4.12.4 The Contractor shall fully comply with all applicable laws, rules and regulations relating to P.F. Act, ESI Act, Bonus Act, Minimum Wages Act, Contract Labour Act, Workmen's compensation Act, C.L. (R & A) Act, Migrant Labour Act, Essential Commodities Act and/or such other Acts or Laws, regulations passed by the Central, States, Municipal and local governmental agency or authority.

Clarification on Minimum wage: The per day wages of security guards/supervisors/allied services workman of various category is declared by IIMA from time to time. The contractor needs to follow these rates. For information to the bidders, during current financial year 2016-17 the rates (Basic + DA) for 08 hours shift are:

- 1. Security Supervisor Ex Service man = Rs. 580/-
- 2. Security Supervisor Civilian = Rs. 505/-
- 3. Security Guard = Rs. 430/-

For allied services workmen of various categories (as and when required) the rates shall be declared by IIMA and communicated to the contractor.

Over time occasionally may be required for all workmen (Security services and allied services) and the payment shall be made based on per hour rate as applicable norms for respective category of workmen.

- 4.12.5 The Contractor shall be responsible for proper maintenance of all registers, records and accounts so far as it relates to compliance of any statutory provisions / obligations. The Contractor shall be responsible for making records pertaining to payment of wages act and also for depositing the P.F. and ESI contributions, with the authorities concerned.
- 4.12.6 The Contractor shall be responsible and liable for all the claims of his employees.

- 4.12.7 The Contractor shall obtain licence under the Contract Labour (R&A] Act from the office of the Assistant Labour Commissioner and produce the same preferably along with the first monthly bill. The first bill will be cleared only on submission of the said licence. The Contractor would be required to maintain all books and registers like Employment Register, Wages Register, Bonus Register, Overtime Register, First Aid Box, Display of Notices, etc. as required under CLR&A, 1970 for inspection by visiting Labour Enforcement Officers.
- 4.12.8 The Contractor shall obtain adequate insurance policy in respect of his workmen engaged by it towards meeting the liability of compensation arising out of injury/disablement at work.

4.13 Misconduct:

4.13.1 The Contractor shall keep the Owner indemnified from and against all personal and third party claims whatsoever arising out of any commission or omission by Contractor or his employees, or representatives as the case may be.

4.14 DELETED

4.15 Interpretation:

4.15.1 The Special conditions of Contract shall be read in conjunction with all other documents forming this contract. Notwithstanding the sub-divisions of the documents into these separate sections, every part of it shall deemed to be supplementary to and complimentary of every part and shall be read with and into the contract.

4.16 Vacation of premises:

4.16.1 The Contractor shall give vacant possession of the facilities/premises made available to the Contractor by IIMA and return all furniture, fixture, equipment and other items made available by IIMA in good condition after the contractual period is over or if the contract is earlier terminated. Handing over of the vacant possession of the premises and equipment etc. shall be effected within 7 days of the completion of the period of contract or termination of the contract. If the Contractor fails to do so, the Owner shall be free to take possession of the premises by opening lock(s), if necessary, and make out an inventory of all furniture material and equipment and shall be free to deduct from the Contractor's bill(s) or security deposit, any item found to be missing at the replacement cost of the material/equipment, furniture etc. given to the Contractor by the Owner.

4.17 Assignment & sub-contracting:

4.17.1 The Contractor shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner. In case of unavoidable circumstances, the contractor shall be able to do it with approval of the owner of premises. However, the job shall be sublet only to the party approved by the owner. Even when it is approved by the owner, the bidders liability towards IIMA shall not be diminished.

4.18 Rejection of tender (s):

4.18.1 The Owner reserves the right to reject any or all the tenders relating to the work under this Tender Document without assigning any reason whatsoever.

4.19 Quantum of work:

This contract is basically an item rate contract. The quantities given in the Annexure-I of Chapter no. 7 of this document are approximate only and may vary in actual course of execution. The Contractor is therefore, advised to quote very carefully. No claim for compensation from the Contractor shall be entertained due to any variation in quantities (irrespective of the quantum of variation). The service charge (in %) quoted by the bidder in Part-3, Price Bid shall remain same during the entire duration of the contract. Actual executed quantities shall be measured and paid.

4.20 Services for special occasion:

- 4.20.1 If at any time during the existence of the contract the Owner desires to utilise the services of the Contractor for any special occasion (Events) or otherwise, the Contractor will arrange the same at the rates to be mutually agreed upon (provided the items are outside the rates of items already included in the tender).
- 4.20.2 Similarly, in case the Owner desires to include any new items in the contract for services the same will be negotiated with the Contractor.

4.21 Prices, Taxes, Duties:

The Bidder should quote firm prices/ rates taking in to account of all Taxes, Duties, Levies, Personal Tax, Corporate Tax and all other expenditure required to be incurred by him/her for providing required works / services etc. during the contract period as indicated under his contract and after wards no variation on any account unless otherwise specifically mentioned will be allowed. The quoted prices for all the items should be inclusive of all taxes except Service Tax & Cess on Service Tax which shall be reimbursed on actual basis. (If applicable)

4.22 **Bid validity:**

Bid submitted by bidder shall remain valid for a period of 4 (Four) Months from the date of submission of offer. Bidder shall not be entitled during this period to revoke or vary the content of Bid or any term thereof. In such case of making any variation subsequent to submission of bid at their own, the offer shall be treated as Voluntary withdrawn by the bidder and EMD may be forfeited without any reference to the Bidder.

4.23 Conditional tenders:

Conditional bids or Bids based on the process / basic schemes other than mentioned and / or not conforming to the technical specifications / requirements of the Bidding documents will not be considered.

4.24 Contract agreement:

The successful Bidder shall be required to execute a contract Agreement with IIMA on the non-judicial stamp paper of Rs. 100/- (Rupees One hundred only). The cost of stamp paper shall be borne by successful Bidder.

IIMA reserves the right to amend the terms & conditions of contract after Mutual discussions and shall only be in writing.

4.25 Work at Risk and Cost:

The Institute reserves the right to get the whole or part of the work / services executed by some other agency at the risk and cost of the contractor if it is found that the quality and/or the progress in respect of whole or part of the work/ services is not satisfactory.

4.26 Insurance:

The Successful bidder (Contractor) shall take third party insurance to cover any accident or accidents of any nature, for an amount AS REQUIRED FOR this type of work against damage/loss/injury to property or persons or loss of life during the complete period of the contract. A copy of the Insurance Policy may be handed over by the contractor to the concerned authority of the Institute before Starting Date of the work as specified in the Work Order/Letter of Intent. In case the Contractor fails to take the insurance policy, the Institute may arrange for the same at the cost of the Contractor, alternatively, the Institute may stop payment of bills to the contractor till Insurance is arranged by the Contractor or terminate the contract at the risk and cost of the Contractor. The third party insurance shall be taken for an amount of Rs. 20 lakh. It should be submitted before submission of first RUNNING Account Bill.

4.27 Indemnity:

The Contractor shall indemnify and keep indemnified the Institute against all losses and claims for injuries and or damages to any person or property. The contractor shall abide by and observe all statutory laws and regulations in matters of Labour Law, Factory Act, Explosive Act, Workmen Compensation Act, Sales Tax, Royalty, Excise Duty, Octroi, Works Contract etc. and shall keep the Institute indemnified against all penalties and liabilities of every kind for breach of any such statute ordinance or law/regulations or Bylaws. The Contractor shall not employ child labour. Payment to workers must be according to Minimum wages act.

4.28 Compliance with the Owners Rules & Regulations:

The Contractor shall comply with all norms stipulated by the Owner such as Gate Passes, Checking, Maintenance of Cleanliness, and Discipline & Decency at and Around the work site, Safety Precautions and Safety Regulations.

4.29 Arbitration:

All disputes regarding quality, specifications and rates shall be tried to be settled mutually by making references to conditions of contract documents or prevailing local practices etc., but if not settled mutually, shall be referred to arbitration subject to relevant Arbitration Act and its amendments, modifications to-date. Arbitration cost to be shared equally by the owner and the contractor.

4.30 Authorization:

The Contractor shall submit to the Institute the names and designation and specimen signatures of the persons authorized by him to draw materials, sign joint measurements, bills, receive payments, receive instructions/notices etc. on behalf of the Contractor.

- 4.31 **Precedence Clause:** In case of any ambiguity in interpretation:
- 4.31.1 The Price bid will supersede the Technical Bid and Pre-Qualification bid
- 4.31.2 Technical Bid will supersede the Pre-Qualification Bid.
- 4.31.3 Manager (CC &SP), IIMA's decision on interpretation of the entire contract terms and conditions will be final and binding to all.

4.32 Evaluation of Price bid:

(Please refer Bid Evaluation System given in CHAPTER-6)

4.33 Exit clause:

Both parties can terminate the contract at any time at the end of the period of a particular year when the term expires OR the contract can also be terminated by either side after giving three months' notice period.

4.34 Force majeure:

If the whole of any part of the performance by the Parties of any part of their respective obligations hereunder is prevented or delayed by causes, circumstances or events beyond the control of the Parties including delays due to floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government, custom barriers, or other causes of like character beyond the control of the Parties, then to the extent the Parties shall be prevented or delayed from performing all or any part of its obligations hereunder by reason thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, the Parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance.

Chapter - 5

Suggested Bid Structure

5.2 The bid that will be submitted (uploaded) by the bidder should consist of the following in the sequence given below:

Part-I-PQ	All documentary proofs in support of meeting the pre-qualification criteria as specified in Chapter 3.
	Scanned copies of Tender Submission Cost, Earnest Money Deposit
Part-II- Technical Bid	All relevant information which forms part of the Technical bid as mentioned in Part-II-Technical bid
Part-III-Price Bid	Download the Price bid document. Fill the price, sign stamp of the bidder and upload it.

Chapter - 6

Bid Evaluation Scheme

- 6.1 The price bids of only those bidders shall be considered for opening and evaluation whose bid is determined to be technically acceptable to IIMA.
- 6.2. IIMA reserves the right to accept/ reject any tender in part or full, without assigning any Reason whatsoever.
- 6.2.1 IIMA reserves their right to negotiate the quoted price.
- 6.3 Technical bid score, out of 100, will be arrived based on the following Parameters / Attributes / Dimensions:

arks

- **Step-1-** Bidders scoring less than 50 marks will not be considered for further evaluation.
- **Step -2:** Among the Bidders scoring 51 or more marks only Top FIVE scorers/bidders will be considered for opening of price bids. Director IIMA reserves the right to increase the number of scores/bidders for opening of the price bid. Which means the number of top scorers/bidders can be higher than five or lower than five.
- **Step 3:** Opening of Price bids of bidders as explained in Step-2.

The lowest bidder will be considered for award of the contract.

Notes:

- 1. IIM Ahmedabad reserves the right NOT to award the contract to the lowest bidder.
- 2. IIMA reserves the right to reject any or all bids without assigning any reason.
- 3. IIMA reserves the right to increase or decrease the scope of work.
- 4. IIMA reserves the right to assign the contract to two different agencies if required.

Chapter – 7

Detailed Scope of services and special conditions

- 7.1 The contractor shall have to provide Intelligence, Surveillance, Patrolling Protection and Security Service on round the clock in 8 hrs. Shift duty pattern, as the case may be, at IIMA premises, work center and movable & immovable properties as per the requirement given by In- Charge Security by deploying trained security personnel. The tentative list of duty points is enclosed at this Annexure-I.
- 7.2 The scope of job of the contract's workers will be as under:-
 - 7.2.1 To regulate the points of entry and exit round the clock in order to prevent entry of unauthorized persons, vehicles and unauthorized removal of any property from the premises of the Institution.
 - 7.2.2 To man the static posts and patrolling beats, covering all strategic points and vulnerable areas. The posts and beats will be fixed in consultation with the company.
 - 7.2.3 To escort cash from one place to another, as and when desired by the Institution.
 - 7.2.4 To provide personal security to the Director, Dean, Professors, Administrative staff and Guests of the Institution when desired.
 - 7.2.5 To make foolproof arrangement in the prevention of loss by fire and ensure the 100% serviceability & roadworthiness of Fire Equipment and Fire Tenders in co-ordination with the Institute's Fire Department.
 - 7.2.6 To co-ordinate with the local police authorities/officials as and when necessary for the efficient discharge of duties by the Security Personnel.
 - 7.2.7 To frame suitable work practices and code of conduct in consultation with the Institute.
 - 7.2.8 To protect Institute's property and personnel on duty round the clock.
 - 7.2.9 To provide sufficient numbers of security guards/supervisors as required from time to time managing the security requirements at our works round the clock.
 - 7.2.10 To ensure no unauthorized person enters the premises and creates any kind of disturbance.
 - 7.2.11 To monitor and check vehicular traffic at gate and inside the Institute and Residential Complex.
 - 7.2.12 To take proper steps to ensure full safety and security of all employees, company property including residential premises in case of any unrest/strike etc.
 - 7.2.13 To maintain good liaison with the local police and provide information of intelligence value.
 - 7.2.14 Carry out other tasks allotted by the management in the interest of security.
 - 7.2.15 To carry out search of staff and vehicles of the Institute as directed time to time.
 - 7.2.16 To guard against thefts, pilferage, fire and other damage to the property of the Institute including protecting the Institute and its personnel against terrorist/rioters/saboteurs/calamities etc.
 - 7.2.17 To guard & escort visitors inside the Institute after completing necessary formalities when required.
 - 7.2.18 Carry out perimeter and link patrolling in and around the Institute.
 - 7.2.19 Render First Aid Services and support in managing any crisis or calamities.
 - 7.2.20 Conduct exercises in Fire Fighting and First Aid for the Institute's employees in

case ordered to do so.

- 7.2.21 Control the movement of goods inside and outside the institute and monitor loading and unloading of the materials with in the institute premises.
- 7.2.22 The authorized officer of the service provider shall exercise jurisdiction regarding selection of personnel deployed at the Institute however, the Institute will have right to replace any one not found suitable.
- 7.2.23 The entire security personnel should be thoroughly trained in security duties, first aid, firefighting and the Institute may examine their proficiency. The Service provider also undertakes to carry out regular drill practice for its person.
- 7.2.24 During the time of any Conferences, VIP Visits, Special Events, Functions, etc. during the same, the Contractor or his representative will have to co-ordinate the whole event and would be responsible for any untoward incidents. He will work in tandem with the Security Officers of IIMA."
- 7.3 The contractor shall be responsible for safeguarding the IIMA'S properties, fixture, furniture, vehicles, wings, store yards, stores, etc. and shall be liable to reimburse any financial loss incurred by IIMA arising out of theft / pilferage, carelessness, and negligence of duty or dishonesty or connivance of contractor's security personnel with others causing any loss to IIM-Ahmedabad. This will be recovered at market rate prevailing at the relevant time as ascertained by IIMA. To ascertain the responsibility of the Security Agency/Contractor, a joint investigation with IIMA management and Representative/Security coordinator of Security Agency/Contractor will be carried out and only then the final decision shall be taken. The decision of Head Institution, Ahmedabad shall be final and binding on the contractor.

7.4 Desired Profile of Manpower:

The Service Provider will provide Officers, Supervisors and Guards and other personnel as per the following profile:

Profile/ Category	Security Guards	Security Guards with arms	Supervisors	Security Service Co- coordinator	
Rank	Civilian	Ex-Serviceman up to the rank of Havildar	Ex-Serviceman of the rank of Naib Subedar and above	Subedar Major/ Honorary Lieutenant/Capt ain/Civilian	
Height	Min 168cms	Min 168cms; 164cms for Gorkhas	Min 168cms; 164cms for Gorkhas	Min 168cms; 164cms for Gorkhas	
Character	Exemplary	Exemplary	Exemplary	Exemplary	
Medical Category	AYE-SHAPE 1	AYE-SHAPE 1	AYE-SHAPE 1	AYE-SHAPE 1	
Vision	Normal(6/6)	Normal(6/6)	Normal(6/6)	Normal(6/6)	
Physique	Good	Good	Good	Good	
Age limit	Below 40 yrs	Below 48 yrs	Below 58	Below 55 yrs	
Education	Minimum 10 th pass	Minimum 10 th Pass	Preferably Graduate	Graduate	
Languages Known	Gujarati & Hindi	Gujarati & Hindi	Gujarati, Hindi and English	Gujarati, Hindi and English	
Industrial Experience	Minimum 2 yrs. in any Academic Institutions	10 yrs. in Defense	10 yrs in Defense	10 yrs in Defense	
Police verification	Must	Must	Must	Must	

7.5 Duties of the Security Personnel:

- (a) Security Service Co-Coordinator: The Security Service coordinator would be placed by the Security Service Provider and should be a graduate preferably an Ex-Military Personnel proficient in Hindi & English who would not be paid by IIMA however, would perform the following duties on behalf of the Security Service Provider:
 - (i) He would be present before the Security I/C every morning and evening for better co-ordination and efficient service of the security services at IIMA.
 - (ii) He will implement all suggestions and recommendations given by the management.
 - (iii) He will be responsible for all the relief, changes, bills, pay, taxes, etc.
 - (iv) He will bring to the notice of the management anything relevant to the security of the IIMA.

- (v) He will be responsible for liaison with the police right from intelligence gathering to FIR lodging to bringing the justice to getting clearances for foreign students, etc.
- (vi) He will investigate along with the IIMA security I/C any untoward incident, justify the penalty and pay up through decided mode of payment against any loss/damage/theft/pilferage etc.
- (b) Security Supervisor: The Security Supervisor would be responsible for the following duties:
 - (i) He will be responsible for checking, reporting and maintaining presence of all the personnel at their respective places.
 - (ii) He will brief all the guards before they take on their respective duties.
 - (iii) He will accompany the patrolling party time to time to carry out the assessment of the situation.
 - (iv) He will ensure the timely training of the security guards in firefighting, mob control, efficient checking of the vehicles and personnel, escorting valuables, parking space management, etc.
 - (v) He will be responsible for the training of IIMA personnel if the management desires so.
 - (vi) He will assist Security Service Co-coordinator in carrying out his duties.
 - (vii) He will be responsible for the control over all the Security Guards as well as Security guards with Gun.
- (c) Security Guard with Gun: The Security Guard with guns will only be placed after due weightage and prior approval of the IIMA management. If allowed to be placed then they will be under complete control of the Security Supervisor. They will be responsible for the following:
 - (i) They will be more of a deterrent measure than actual use.
 - (ii) They will not load their gun unless specifically ordered to do so by the Security Supervisor or Security I/C or Security Officer of IIMA or under grave threat to the IIMA property or personnel's life.
 - (iii) In normal circumstances, they will assist Security Guards in carrying out their duties.
 - (iv) They will always be careful and responsible about their weapon.
- (d) Security Guard: They will carry out all the duties mentioned in sub clauses of clause 7.2 under the guidance of the Security Supervisor and Security I/C of IIMA.
- 7.6 In case the bidder does not have its office at Ahmedabad, the bidder will have to open a local office at Ahmedabad working round the clock with telephone and fax facility within 30 days from the issue of work order. All necessary documents pertaining to the contract will be maintained and stored in the Ahmedabad office by the contractor.

- 7.7 The contractor will be required to maintain the following registers, wherever applicable, as mention below:-
 - (a) Vehicles IN/OUT Register
 - (b) Material IN/OUT Register
 - (c) Keys Register
 - (d) Charge Handing /Taking Over Register
 - (e) Visitor Register
 - (f) Foreigners Entry /Register (Where required)
 - (g) Daily Progress Report /Situation Report Forms
 - (h) Fixture and fitting register.(All fittings of dorm & office area)
 - (i) Contractor Labour movements register.
 - (j) Any other registers required for the efficiency of service.
- 7.8 No residential accommodation, transport, medical or any other type of facility will be provided by the INSTITUTE to the Contractor's workers and it will be sole responsibility of the contractor to provide the same to his workers.

7.9 KITS & LIVERIES:

In order to maintain smartness and impressive appearance, the contractor will have to provide following Kits & Liveries (uniform) to his workers/ guards. The contractor's personnel while on duty should give a smart turnout and should report for duty in the prescribed uniform. The cost of Rs. 3000/- per workmen (Guard/supervisor or any other category of workman for allied services also) per annum is a fixed amount for the first year of contract. It will be revised every year based on market conditions. Suggested list of items to be issued to all personnel (it may vary or may be decided mutually also):

Sr.	Item Description	Quantity	
Α	Individual Issue Items		
01	Pair of pant & shirt (Any colour other than	02 Pair	
	khakhi), Rain wear, Winter wear		
02	Leather Shoe (Black)	01 Pair	
03	Socks (Nylon)	02 Pair	
04	Beret Cap	01 No	
05	Cap & Shoulder Badges	01 Pairs	
06	Leather Belt / Web Belt (Nylon)	01 No	
07	Whistle with cord	01 No	

7.9 Police Reports/ FIR's will be lodged by contractor for cases of theft / pilferage & any other matter directed by authority. It shall be detected by security contractor's team in consultation with IIMA. Monthly Progress Report of observations and crimes shall be submitted every month.

Annexure-I

Main Campus:

Sr.	Location of Duties	Shift-I	Shift-II	Shift-III	Total
01	Security Supervisors(Main Campus)	01	01	01	03
02	Security supervisor (Off Reliever)	00	01	00	01
03	Main Gate-1	01	01	00	02
04	Main Gate-2	02	02	02	06
05	Azad Gate	02	02	01	05
06	Resident Gate	02	02	00	04
07	Zone "A" Patrolling	01	01	01	03
08	Zone "B" Patrolling	01	01	01	03
09	KLMDC	01	01	01	03
10	Dome 1 & 2 (Ladies)	01	01	01	03
11	Dome 03 & 06(Ladies)	01	01	01	03
12	Dome 09 & 11 (Ladies)	01	01	01	03
13	Office area patrolling	01	01	01	03
14	Fitness Centre	01	01	00	02
15	V.S. Library	01	01	01	03
16	Information Centre	01	00	00	01
17	RRC & Dome Patrolling	01	01	01	03
18	Main Parking Area	01	00	00	01
19	Sport Complex	00	01	00	01
20.	Off Reliever for Security Guards.	08	00	00	08
	Total Security Supervisor & Guards	01+27	02+18	01+12	04+57

New Campus:

Sr.	Location of Duties	Shift I	Shift II	Shift III	Total
01	Security Supervisor	01	01	01	03
02	Vastrapur Gate	02	02	02	06
03	Vastrapur out Gate	01	01		02
04	Under Pass to New Campus & 19	01	01	01	03
05	Class Room Complex	01	01	01	03
06	IMDC Class Room CIIE	01	01	01	03
07	M.S.H. (1 to 09) Dome 26 & 27	01	01	01	03
80	M.S.H. (10 to 20)	01	01	01	03
09	Dome 20,21,24	01	01	01	03
10	Dome 22,23 & 25	01	01	01	03
11	S A B (New Campus)	01	01	01	03
12	GDC Gate (132'Ring Road)	01	01	01	03
13	IMDC Circle	01	00	00	01
14	Patrolling Guard Dorms area	01	00	00	01
15.	Off Reliever Security Guards	06	00	00	06
	TOTAL	01+20	01+12	01+11	03+43

Note: This requirement indicative and it is based on December 2016 month. It may increase or decrease as per the institutional requirement.