

**NATIONAL INSTITUTE OF ELECTRONICS AND INFORMATION TECHNOLOGY,
GUWAHATI
(An Autonomous Scientific Society of Ministry of Electronics and Information Technology,
Govt. of India)**

**VittyaBhavan, Assam Financial Corporation (A.F.C) Building,
1st & 2nd Floor, Md. Shah Road, Paltan Bazar,
Guwahati-781008**

SECTION - 1

NOTICE INVITING TENDER

NIT No.01/29/2017/GHY/P&A/1894

Dtd. 22.09.2017

Sealed tenders in a two bid system i.e. (i) Technical bid and (ii) Financial bid are invited upto 14:00 hrs. on 16th October 2017 for “Providing round the clock security services at NIELIT Guwahati Centre and its Extension Centres located at Khanapara; Guwahati, Jorhat, Silchar, Kokrajhar, Tezpur, Dibrugarh” for a period of one year(s) (extendable) from Private Limited/Partnership Security Firms with experience in providing security services to Government and non-Government organizations, Public Sector Undertakings and Private organizations of repute. The estimated cost of the tender is **Rs. 45/- Lakhs** (Rupees forty five lakhs only). Tender document shall have to be downloaded from the website from <http://nielit.gov.in/guwahati> or www.eprocurement.gov.in. No separate tender document shall be issued from the NIELITGuwahati Centre.

For further details please contact NIELIT Guwahati Centre, during the office hours from 9:00 AM to 5:00 PM, located at 1st and 2nd Floor, Vittiya Bhavan, Assam Financial Corporation (AFC) Building, Md. Shah Road, Paltan Bazar, Guwahati-781 008, Ph. no: 0361-2131568/2731940.

A. INVITATION OF TENDER

National Institute of Electronics and Information Technology (NIELIT) Guwahati Centre invites tender for providing round the clock security service for a period of **01** (one) year. Interested agency fulfilling all terms and conditions may participate and submit the tender documents.

B. FEE FOR TENDER DOCUMENTS

The fee for tender documents will be **Rs. 1,000/-** (Rupees One Thousand only). This fee shall be paid in the form of electronic transfer. The details of Bank are as under. This fee is non-refundable and shall have to be submitted along with the Technical Bid.

Account Holder Name	:	NIELIT GUWAHATI
Bank Name	:	<u>State Bank of India</u>
Saving Bank A/C No	:	<u>30011246687</u>
Branch Name	:	<u>IIBM,Khanapara, Guwahati, Dist- Kamrup, 781006</u>
IFS Code	:	<u>SBIN0010669</u>
MICR Code	:	<u>781002037</u>

Proof of remittance of fee will be required to be furnished alongwith Technical Bid.

C. ESTIMATED COST

The total estimated cost of the tender is **Rs 45/-** Lakhs (Rupees forth five lakhs only)

D. EARNEST MONEY DEPOSIT

An Earnest Money Deposit (EMD) should be submitted with the Technical bid, without which the bid shall be invalid and summarily rejected. The amount of EMD will be **Rs. 90,000/-**(Rupees Ninety Thousand only) payable through electronic transfer, the details of Bank are as under:

Account Holder Name	:	NIELIT GUWAHATI
Bank Name	:	<u>State Bank of India</u>
Saving Bank A/C No	:	<u>30011246687</u>
Branch Name	:	<u>IIBM, Khanapara, Guwahati, Dist- Kamrup, 781006</u>
IFS Code	:	<u>SBIN0010669</u>
MICR Code	:	<u>781002037</u>

Proof of remittance of fee will be required to be furnished alongwith Technical Bid.

In case of unsuccessful bidder(s), the EMD will be refunded to them without any interest accrued thereon at the earliest and after the acceptance of the contract by the successful bidder.

In case of successful bidder, after acceptance of the work order, the EMD shall be refunded on receipt of the Performance Bank Guarantee (PBG) of amount equivalent to EMD from any nationalized/scheduled commercial bank, in the name of “NIELIT Guwahati”.

The PBG shall remain valid for the period of the contract (i.e., 12 months) with additional 60 days for claim. The PBG will be forfeited in case of non-fulfillment of any of the terms & conditions of the contract and for compensating any loss suffered.

PERFORMANCE SECURITY

Successful bidder awarded the contract will be required to furnish Performance Security for an amount of **5%** of the value of the contract. The Performance Security will be furnished in the form of an Account Payee Demand Draft or Fixed Deposit Receipt from a Commercial Bank or Bank Guarantee from a Commercial Bank, in favour of “NIELIT Guwahati”.

The PBG shall remain valid for the period of the contract (i.e., 12 months) with additional 60 days for claim. The PBG will be forfeited in case of non-fulfillment of any of the terms & conditions of the contract and for compensating any loss suffered.

E. Requirements:

Contractor should furnish attested copies of the following documents in the technical bid of the tender:

- Valid Registration / license with PSA (R) Act 2005 and PSA Rule 2008 Assam.
- EPF, ESI and GST Registration Certificates.
- Company’s up-to-date Balance Sheet for the last two years duly certified by CA.
- EPF, ESI and Service Tax Challan Certificates of the last two years.
- Company brochure showing its profile.
- A copy of registration certificate under the Company’s Act, 1956 or Indian Partnership Act, 1932
- Proof of minimum **5** years of experience in similar services with any other organization. Copies of relevant documents as proof to be submitted.
- A list of clients as on date and proof thereof. (Contractor should have at least one or two clients of Central Government/State Government/Autonomous Bodies/Public Sector Undertakings at Assam as on date with sufficient strength of Security Guards).
- Preference will be given to the Security Agency having its own Head Office or Branch Office in respective districts/areas (Proof to be submitted).
- The annual turnover of the company should not be less than Rs. 10.00 Lakhs (Rupees ten lakhs). (Proof to be submitted)
- The firm should furnish documentary proof of imparting training to their staff for rendering security services.
- The firm must submit details of their Directors/Partners along with permanent address and valid contract numbers.

- The firm is also required to submit a declaration stating that all the terms and conditions of the contract are accepted by them.
- NIELIT Guwahati reserves the right to reject any or all the Tenders without assigning any reason thereof.
- Incomplete Tender shall be summarily rejected
- Previous credentials from the Labour Enforcement Office to the effect that agreed rate of wages have been paid by the agency to its employees.
- Preference would be given to party having experience in providing Security Service in at least 3 Nos. of National Educational Institutions in North Eastern Region during last 5 years.(proof to be submitted)
- The Tender Documents has to be downloaded from the Website of NIELIT Guwahati: **<http://www.nielit.gov.in/guwahati>**. The tender should be submitted with a certificate of payment made as mentioned in Para ‘B’ above.
- Proof of payment of the Earnest Money Deposit (EMD) of **Rs. 90,000/-** (Rupees Ninety Thousand only) (Refundable) as mentioned in Para ‘D’ above should be submitted along with the Technical Bid, failing which the Tender will be rejected.
- Tenders without requisite Tender Fee and EMD shall be summarily rejected.

F. SECURITY DEPOSIT

The successful Contractor will be required to deposit **Rs. 2,25,000/-** (Rupees two lakh twenty five thousand only) (**Re-fundable**) as **Security Deposit** in the form of a Demand Draft / Pay Order/Bankers’ Cheque from any nationalized or scheduled bank in favour of “**NIELIT Guwahati**” payable at **Guwahati** within 15 (fifteen) days after the date of letter of acceptance. EMD can be adjusted against security deposit. EMD amount shall be refunded if the full amount of security deposit is provided. The Security Deposit will be refunded or released after expiry of Contract Agreement, subject to satisfactory completion of the contract. No interest is payable on the Security Deposit.

The tender documents complete in all respects along with Tender Fee/EMD must be submitted in a sealed envelope before 14:00 hrs on **16/10/2017** to the Director, NIELIT Guwahati Centre, Vittyta Bhavan, Assam Financial Corporation (A.F.C) Building, 1st & 2nd Floor Md. Shah Road, Paltan Bazar, Guwahati-781008 (Assam) superscripting “Tender For Providing Round the Clock Security Service at NIELIT Guwahati Centre and its Extension Centres”.

Sd/-
Deputy Director (Admn.)
NIELIT Guwahati Centre

SECTION - 2

SPECIFICATIONS, REQUIREMENTS & INSTRUCTIONS

1. Scope of the Work:

It is proposed to outsource the Security services pertaining to the NIELIT Guwahati Centre and its Extension Centres located at City Centre (Khanapara), Jorhat, Silchar, Kokrajhar, Tezpur, Dibrugarh. The nature of security services will be for the protection of property against theft, pilferage, fire etc, ensuring safety of manpower, guiding visitors to concerned officials, regulating entry of unwanted visitors/salesmen for maintaining office decorum, maintenance of visitor registers, preventing entry of stray animals like dogs, cows etc., round the clock patrolling of the campus, checking of gate passes and allowing the exit of material accordingly, regulating the entry and exit of vehicles. Whenever additional services are required, the contractor will have to arrange for the same on the minimum wage rates, statutory charges, etc. quoted by the contractor in the price bid.

The personnel engaged for the security services should be either ex-serviceman or trained person having experience in similar services. The age of such personnel (other than supervisors) should not be above 50 years as on 01.01.2017.

2. DETAILS OF MANPOWER REQUIREMENT

The details of manpower requirements are given at **ANNEXURE-I**.

3. MANDATORY DOCUMENTS TO BE SUBMITTED

The bidders are required to submit the following self certified copy of documents along with the Technical bid. The documents are:-

1. Certificate of Registration with PSA ® Act 2005 and PSA Rule 2008 Assam.
2. Copy of Registration Certificate under the Company's Act, 1956 or Indian Partnership Act, 1932.
3. Proof of office address (telephone bill, electricity bill etc.)
4. Labor license
5. Details of Bank Account of the firm. A cancelled cheque of the account of the firm to be enclosed.
6. PAN Card.
7. Service Tax Registration Certificate / GST.
8. Provident Fund Registration Certificate
9. ESI registration Certificate
10. Professional Tax Registration Certificate
11. Annual Turnover Certificate of last 3 (three) financial years duly certified by the Chartered Accountants.
12. Income Tax Return and Audited Balance Sheet of the last 3 (three) financial year.
13. Non-relation certificate with the employees of NIELIT Guwahati on the letterhead of the firm.
14. Not blacklisted certificate in the form of affidavit.
15. Satisfactory completion certificate of manpower services provided to three organizations.

16. An undertaking by the agency for Acceptance & Compliance of all terms & conditions mentioned in this tender in the Firm's Letter Head.
17. List of existing permanent employees.
18. List of existing clients.
19. Proof of payment of tender fee and Earnest Money Deposit. i.e. Rs. 1,000/- and Rs. 90,000/- respectively.
20. Tenders without requisite Tender Fee and EMD shall be summarily rejected.

4. TYPE OF BIDS TO BE SUBMITTED

The bidders are required to submit the bid in two sealed covers (envelops) along with necessary supporting documents as listed below:-

- (a) The first sealed bid should be superscripted as "TECHNICAL BID FOR ROUND THE CLOCK SECURITY" and should include the following:-
 - a. Bid documents fee.
 - b. Earnest Money Deposit (EMD).
 - c. Mandatory Documents

The format of 'Technical Bid' to be submitted on the letterhead of the bidder is given as at **ANNEXURES-I**.

- (b) The second sealed bid should be superscripted with "FINANCIAL BID FOR ROUND THE CLOCK SECURITY" and should contain only the signed "commission percentage sheet". The format of Financial Bid to be submitted on the letterhead of the bidder is given as at **ANNEXURES-II**.

The Technical and Financial bids should be placed in a large sealed envelope which should be superscripted with "**Tender For Providing Round the clock Security at NIELIT Guwahati and its Extension Centres**" and should be addressed to "The Director, National Institute of Electronics and Information Technology (NIELIT), 1st and 2nd Floor, Vittiya Bhavan, Assam Financial Corporation (AFC) Building, Md. Shah Road, Paltan Bazar, Guwahati-781 008'.

(c) BID OPENING AND EVALUATION

All the bids will be opened and evaluated as per standard procedure & time, date and place as mentioned above by a committee constituted by the Competent Authority of NIELIT Guwahati in the presence of the participating bidders, if any. Only one authorized representative from each bidder will be allowed to attend the bid opening and evaluation process on submission of the authorization letter.

In case the date fixed for opening of bids is subsequently declared as holiday by the government or the office remains closed on that day for any other reason, the bids will be opened on next working day, the time and venue remaining unaltered. The committee will open and evaluate the 'Technical Bids' of the bidders.

The 'Financial Bids' of only those bidders who qualify in the 'Technical Bids' shall be opened. In case of a tie in the Financial Bid the lowest bidder will be selected on the basis of the following conditions in sequence:-

- a. Numbers of years of experience.
- b. Annual turnover during the last financial year.
- c. Number of manpower outsourced at present to other organization.

The Competent Authority of NIELIT Guwahati reserves the right to disqualify any or all the bids without assigning any reasons thereof.

SECTION – 3

TERMS AND CONDITIONS FOR PROVIDING ROUND THE CLOCK SECURITY SERVICES AT NIELIT GUWAHATI CENTRE AND ITS EXTENSION CENTRES.

1. The Contractor shall be fully responsible for the security of the entire campus of NIELIT Guwahati Centre and its Extension Centres located at City Centre (Khanapara), Jorhat, Silchar, Kokrajhar, Tezpur, Dibrugarh, and any other buildings on/off Campus which may be built during the contract period.
2. Besides the normal security services, as and when assigned, the other functions required to be performed for the safety of NIELIT campus include the following:
 - (i) Man the security Main Entry Gate and at any other point specified by the NIELIT Guwahati Centre's authority.
 - (ii) Security personnel deployed by the Contractor shall check the material/property (Government and Non-Government), going out of the Building/Campus through the procedure of gate pass as laid down by NIELIT Guwahati Centre's authority.
 - (iii) Perform watch and ward functions including night patrolling of NIELIT campus (which will be specified at the time of signing the agreement).
3. The Contractor shall compensate in full the loss sustained by NIELIT Guwahati Centre or its Extension Centres inmates on account of any theft, burglary and any other kind of intrusion in the campus entrusted to him for security. The amount of loss to be compensated by the Contractor shall be determined by the Director of NIELIT Guwahati Centre on the basis of or otherwise, on findings of a Joint Enquiry Committee including Representatives of both the NIELIT Guwahati Centre and the Contractor, and the same shall be binding on the Contractor. In case of any theft or burglary it will be the duty of the Security agency/Contractor or its representative to lodge an F.I.R. at the concerned Police Station with due intimation to the NIELIT Guwahati Centre. If NIELIT Guwahati Centre does not have enough dues of the Contractor with it to recover such amount, legal remedies will be resorted to as per the relevant law. The Contractor shall also be fully responsible for any loss of material and property of the NIELIT Guwahati Centre attributable to the negligence or failure of the Security personnel in complying with the prescribed procedure. All losses suffered by NIELIT Guwahati Centre on this account shall be compensated in full by the Contractor. The decision of the Director, NIELIT Guwahati Centre in this regard shall be final and binding on the Contractor.
4. The Contractor shall deploy only qualified persons, and such persons shall only be pension drawing Ex-Serviceman or para military personnel such as BSF, CRPF, or PAC etc. or trained persons as Security Guards below the age of 50 only for the purpose of this contract. Before the security personnel report for duty or within a stipulated period, necessary documents to prove that the personnel qualify as mentioned above, shall be produced by the Contractor before the concerned officer of the NIELIT Guwahati Centre. The fact shall be verified by NIELIT Guwahati Centre's Authority and only those personnel shall be deployed by Contractor on duty in whose case the documentary proof has been rendered to the NIELIT Guwahati Centre's satisfaction.

In addition to this, if any of the personnel deployed for the security services is found to be unsatisfactory, he shall have to be withdrawn by the Contractor within 24 hours from the campus. No wages shall be payable in respect of such security staff in whose case documentary evidence in support of their being qualified is not provided in time by the Contractor. A complete list of the security personnel engaged by the Contractor for deployment in NIELIT Guwahati Centre shall be furnished by the Contractor along with complete addresses and other antecedents. The Contractor shall deploy only those, whose antecedents have been verified by the police authorities. Further, for safety and security reasons, the Contractor should ensure deployment of only such personnel who are not residing in the close vicinity of the NIELIT Guwahati Centre.

5. The Security Guard will be treated at par with those for semi skilled/unskilled category within the meaning of Minimum Wages Act, 1948 and will be based on the current rates laid down by the Central Labor Department under the Minimum Wages Act (MWA), 1948. No other charges will be paid in addition to the above. The Contractor will follow all the statutory requirements as per labor laws prevailing during the contract period and will be wholly responsible for following all such laws. EPF & ESI, if applicable, will be paid and deposited by Contractor. It shall be the responsibility of the Contractor to ensure that the Security Personnel deployed by him, as the case may be, at no point of time, will be paid less than the minimum rates of wages as prescribed and revised from time to time for the respective categories. In case of revision/increase of rate of Minimum wages by the Government, only the excess amount pertaining to Minimum wages along with EPF & ESI will be paid by the NIELIT Guwahati Centre. The Contractor is required to quote Service Tax / GST (Government Levy) separately at the rates applicable in Assam.
6. The Financial bid (ANNEXURE-II) should be submitted in a separate sealed cover super-scribing "FINANCIAL BID for providing Round the clock security services at NIELIT Guwahati Centre and its Extension Centres **located at** City Centre (Khanapara), Jorhat, Silchar, Kokrajhar, Tezpur, Dibrugarh". The price bid shall be opened only for those vendors who qualify in Technical Bids.

The Contractor will be paid on monthly basis for services. Bill shall be raised by the Contractor in accordance with the agreed rates on every 1st day of the succeeding month and bills will be submitted for payment along with the EPF and ESI deposits and details of service tax / GST paid to the NIELIT Guwahati Centre's authority. The number of security personnel required can vary subject to time to time requirements.

7. The Contractor will only fix the timings of the various duty shifts. However, the same may, in exceptional circumstances be subjected to change at the discretion of the NIELIT Guwahati Centre. A single duty shift will have a normal duration of 8 (eight) hours excluding rest intervals.
8. The Contractor may have to replace/ transfer security and other personnel on a random basis. This shall be done with the prior knowledge of the NIELIT Guwahati Centre's authority and full particulars of the security and other personnel so deployed shall be given to NIELIT Guwahati Centre's Authority. In case any of the security staff found to be posted without the previous knowledge of the NIELIT Guwahati Centre's Authority, NIELIT Guwahati Centre's Authority shall not be liable to pay for such security and other personnel.

The Contractor will be at absolute liberty to rotate the deployment of staff/personnel so deputed among its various and different clients for ensuring better security prospects and for better utilization of energies of its personnel. Periodic rotation of the staff/personnel by the concerned Security agency shall be a mandatory requirement.

9. No leave of any kind shall be sanctioned by NIELIT Guwahati Centre's Authority to the security and other personnel. The Contractor shall be liable to make substitute arrangements in case of the absence of the security personnel. The Contractor shall man all the security check posts and other locations as specified by NIELIT Guwahati Centre's authority on all the weekdays. No short leave or meal relief shall be permitted to the security and other personnel unless the Contractor provides suitable substitute without any extra payment. The Contractor will have to provide sufficient number of leave reserves.
10. The Contractor will have to arrange to robe all the security personnel on duty smartly and neatly on the pattern of Uniformed Services and ensure their good behavior with the NIELIT Guwahati Centre establishment and visitors. They shall abstain from taking part in any staff union and association activities. The Contractor will have to provide as a part of dress, appropriate woollens to the security personnel in the winter season and raincoats/ umbrella for the rainy season. The security personnel shall not be permitted to wear any odd wrappers. The dress shall be of uniform colour and design.
11. The Contractor as envisaged in hereto will have to bear the expenses incurred on the followings:
 - (i) Providing torches and batteries to the security guards on night patrol.
 - (ii) Providing Lathi/Ballam and other implements to the Security personnel.
 - (iii) Providing stationery for writing duty charts and registers at the security checkpoints and for making entries of the visitors.
 - (iv) Provide training programme for the security personnel from time to time.
 - (v) Provide appropriate uniform.
 - (vi) Provide accommodation for security personnel.
12. The NIELIT Guwahati Centre's Authority shall have the right to check the various implements/torches etc. The Contractor will have to maintain these items to the satisfaction of the NIELIT Guwahati Centre's Authority.
13. The security personnel deployed by the Contractor will be bound to observe all instructions issued by NIELIT Guwahati Centre's authority concerning general discipline and behavior.
14. For all intents and purposes the Contractor will be the "Employer" within the meaning of different labour legislations in respect of the security personnel so employed and deployed by him.
15. The Contractor shall be responsible for recruitment and deployment of security personnel and the security personnel so recruited and deployed by him shall be under his direct control/supervision. The Contractor shall exercise total superintendence, control and supervision over the security personnel so deployed for the entire security services.
16. In case the security personnel deployed by the Contractor commit any act of omission or commission constituting mis-conduct or indiscipline, the Contractor will be liable and

responsible to take disciplinary action against the personnel/staff, including suspension, dismissal from service etc. or removal from NIELIT Guwahati Centre's premises /campus.

- 17.** The Contractor will be responsible and liable for the implementation of all the statutory provisions as regards security and other personnel to be deployed by him in respect of minimum wages, Provident Fund, and ESI etc. as and when they become applicable under the Labour Laws. The Contractor shall maintain all the statutory registers under the law. The Contractor shall produce the same on demand to NIELIT Guwahati Centre's authority or any other authority under law. As and when applicable the Contractor will obtain a license under the Contract Labor (R&A) Act. 1970. In case, the previous month's challan pertaining to ESI and EPF having been deposited do not accompany the bill as a documentary proof, the NIELIT Guwahati Centre has the right to hold up a requisite portion/ or whole of bill amount till such proof is produced and furnished, at the discretion of the NIELIT Guwahati Centre. The Contractor will ensure payment of wages to his personnel within the period prescribed under Labor Laws for the purpose. The Contractor is also required to have a registration under the Company's Act, 1956 or under Indian Partnership Act, 1932 and should have a 'Memorandum and Article of Association' of the company or Partnership Deed, a certified copy of which will be submitted along with the tender. In case the Contractor fails to comply with any statutory obligation under any Labour Laws, and as a result thereof the NIELIT Guwahati Centre is put to any loss or obligation, monetary or otherwise, the NIELIT Guwahati Centre will be entitled to get itself reimbursed out of the bills or the security deposit of the Contractor, to the extent of the loss or obligation in monetary terms.
- 18.** NIELIT Guwahati Centre shall not be responsible financially or otherwise for any injury to the security personnel caused in the course of their performing the security functions/duties, or for payment of any compensation.
- 19.** The Contractor shall not be permitted to transfer or sublet or assign his rights and obligations under the contract to any other organization or otherwise.
- 20.** Time shall be the essence of the Contractor and the duration of this contract shall be for a period of 01 (one) year which is extendable for one or more years at the discretion of the NIELIT Guwahati Centre, except in the event of earlier termination under the terms and conditions. The contract shall automatically expire after completion of 01 (one) year, unless extended further by mutual consent in writing.
- 21.** The NIELIT Guwahati Centre has the absolute right to terminate the contract at any time before the due date of expiry without assigning any reason by giving 3 (three) month's notice in advance to the Contractor in writing or by making equivalent payment thereof. The NIELIT Guwahati Centre shall also have the right to extend the contract in writing on the same terms and conditions or with some addition/deletion/modification for a further period of one or more or for a shorter period until such time as a new security agency takes over in the event of NIELIT Guwahati Centre resorting to the process of appointing a fresh contractor/Agency.
- 22.** In the event of the Contractor desiring an earlier termination of the contract, he shall have to give 03 (three) months advance notice to the NIELIT Guwahati Centre.
- 23.** The Contractor will be bound by the details and documents as furnished by him to the NIELIT Guwahati Centre while submitting the tender or at any other time. In case any of the details of

such documents furnished by him, are found to be false at any stage, it would be deemed to be a breach of the terms of Contract, making him liable for punitive action.

- 24.** In case of breach of any of the terms of Agreement, the security deposit of the Contractor will be liable to be forfeited by the NIELIT Guwahati Centre. In addition, the Contract/ Agreement will also be liable to be terminated. Any sum of money due or payable to the NIELIT Guwahati Centre including the security deposit refundable to him under the contract can be appropriated by the NIELIT Guwahati Centre against any amount which the Contractor may owe to the NIELIT Guwahati Centre.
- 25.** The Contractor shall be liable to be fined to the extent of agreed amount in each case for any theft in the premises of NIELIT Guwahati Centre, which is not covered in clauses of the contract agreement.
- 26.** The Contractor will ensure that no unauthorized entry is permitted and the guards at the entry points are able to categorize the legitimate staff and visitors without causing any embarrassment or discourtesy.
- 27.** Entry of any stray dogs and cattle into the campus is to be prevented.
- 28.** It should be ensured that trees, flowers, plants and grassy lawns are not damaged either by the campus inmates or by outsiders.
- 29.** All personnel employed by the Contractor shall be bound to provide full help in extinguishing any fire, that might break out anywhere in the campus. In the event of any mal practice on the part of the Contractor or his employees vis-a vis any staff of the NIELIT Guwahati Centre or otherwise, the right to terminate the Contract will vest with the NIELIT Guwahati Centre.
- 30.** The performance of security services under the contract will be reviewed by the Concerned Officer of the NIELIT Guwahati Centre on the second day of every month and the Contractor will remain present personally or depute an authorized representative for the same. In the event of the second day of the month being a holiday, the meeting shall take place on the next working day.
- 31.** Income tax will be deducted at source (TDS) as per prevailing Income Tax Laws and certificate to this effect shall be provided to the Contractor by the NIELIT Guwahati Centre.
- 32.** In case of termination of this contract/agreement on its expiry or otherwise, personnel engaged and deployed/deputed by the Contractor, will not be entitled to and will not claim any absorption in the regular or otherwise services of the NIELIT Guwahati Centre. The personnel of the Contractor will not claim and will not be entitled to pay, perks or any other facilities as admissible to the regular/ confirmed employees of the NIELIT Guwahati Centre during the subsistence of the contract/agreement and even after the expiry of the Contract/Agreement.
- 33.** In case of any difference of opinion or dispute arising between the two parties regarding interpretation or implementation of any of the terms and conditions of the Contract /Agreement, the same shall be referred to the sole arbitration of the Director of NIELIT Guwahati Centre whose decision shall be final and binding upon both the parties.
- 34.** The Contractor shall seek instructions from NIELIT Guwahati Centre or any concerned Officers

of the NIELIT Guwahati Centre authorized for the purpose. The Contractor will be required to sign a written Agreement before the initiation of the contract. The agreement once signed shall be deemed to be an Agreement between two Principal Employers.

35. The Contractor shall have to coordinate with local police during major events of the NIELIT Guwahati Centre under the guidance of NIELIT Guwahati Centre.
36. The Contractor shall well and truly execute/performance the required services contracted to be performed by him hereunder, to the satisfaction of the NIELIT Guwahati Centre. Awarding of formal order to the successful bidder would be at the sole discretion of NIELIT Guwahati Centre as per convenience.
37. The time of duty is specified in terms of shifts as given under:

Shift 1	= 05:00 hrs. to 13:00 hrs.
Shift 2	= 13:00 hrs. to 21:00 hrs.
Shift 3	= 21:00 hrs. to 05:00 hrs.

NOTE:

1. Requirement of work force is subjected to changes if required, at the discretion of the Director, NIELIT Guwahati Centre. The distribution of work force is also subject to change as required, at the discretion of the Concerned Officer of the NIELIT Guwahati Centre.
2. If any necessary change in the above timings, it should be made as per the directives of the Competent Authority of the NIELIT Guwahati Centre.

38. SIGNING OF CONTRACT

The selected bidder(s) shall be required to enter into a contract with NIELIT Guwahati within 7 (seven) days of the award of the contract or within such extended time period as may be specified. The contract will be for a period of 12 (twelve) months. The contract may be extended for further periods depending upon the requirement and performance of the agency/service provider and same will be purely on discretion of the Competent Authority of NIELIT Guwahati.

39. PENALTY FOR NON-PERFORMANCE OF THE CONTRACT

There will be a levy of an appropriate penalty upon the agency/service provider for non-performance of the contract and violation of any terms & conditions of the contract. The extent and amount of penalty will be decided by the Competent Authority of NIELIT Guwahati which will be binding upon the bidder.

40. PAYMENT TERMS

The Contractor will be paid the minimum wages as applicable within the meaning of Minimum Wages Act, 1948 (as applicable in the State of Assam) for the following who will be treated at par with skilled/semi skilled/unskilled as the case may be:

- | | | |
|-----------------------------------|---|------------------------|
| 1. Security Guards (without arms) | - | Semi Skilled/Unskilled |
|-----------------------------------|---|------------------------|

The agency/service provider will raise invoice in triplicate in respect of a particular month in the subsequent month and it should be addressed to The Director, National Institute of Electronics and Information Technology (NIELIT), 1st and 2nd Floor, Vittiya Bhavan, Assam Financial Corporation (AFC) Building, Md. Shah Road, Paltan Bazar, Guwahati-781 008.

The payment will normally be released within 10 (ten) days from the date of receipt of invoice after necessary deduction at source. On the basis of duly certified attendance sheets by NIELIT Guwahati the agency/service provider will first release salary of their deployed staff and then raise the invoice for payment.

41. Uniform:

The Contractor will bear full responsibility of providing a smart uniform to the security personnel. There will not be any burden on this account on part of security.

42. AMENDMENTS & WITHDRAWAL OF TENDER DOCUMENTS

The Competent Authority of NIELIT Guwahati reserves all the rights for the amendment & withdrawal of the tender documents. The amendment & withdrawal of the tender documents may be done by issuing corrigendum/addendum. Any corrigendum/addendum issued in this regard will be intimated through proper notice.

ANNEXURE-I (FORMAT OF TECHNICAL BID)
(To be submitted on letterhead of the firm)

To: The Director,
National Institute of Electronics and Information Technology (NIELIT)
1st and 2nd Floor, Vittiya Bhavan, Assam Financial Corporation (AFC) Building,
Md. Shah Road, Paltan Bazar, Guwahati – 781 008

Sub: Submission of technical bid for providing round the clock Security Services at NIELIT Guwahati Centre and its Extension Centres – regarding.

Ref: Your tender no. 01/29/2017/GHY/P&A/1894 dated: 22.09.2017.

Sir,

With response to your tender mentioned above, the technical bid of our firm to provide manpower service on outsourcing basis at NIELIT Guwahati is submitted herewith along with the following mandatory documents as mentioned in the tender documents.

SL NO.	DOCUMENTS NEED TO BE SUBMITTED	WHETHER SUBMITTED (Tick YES/NO)		Ref. Page No.	RELEVANT DETAILS	REMARKS
		YES	NO			
1	Tender Document fee	YES	NO		DD No: Date: Bank Name: Amount: Rs 1,000/- In Favour of: NIELIT Guwahati Payable at: Guwahati	
2	Earnest Money Deposit (EMD)	YES	NO		DD No: Date: Bank Name: Amount: Rs 90,000/- In Favour of: NIELIT Guwahati Payable at: Guwahati	
3	Satisfactory completion certificate of 3 (three) similar work done	YES	NO			

SL NO.	DOCUMENTS NEED TO BE SUBMITTED	WHETHER SUBMITTED (Tick YES/NO)	Ref. Page No.	RELEVANT DETAILS	REMARKS	SL NO.
4	Certificate of Registration of firm	YES	NO			
5	Proof of office address (telephone bill, electricity bill etc.)	YES	NO			
6	Labour license.	YES	NO			
7	Details of Bank Account of the firm. A cancelled cheque of the account of the firm to be enclosed.	YES	NO			
8	PAN Card	YES	NO			
9	Service Tax / GST Registration Number.	YES	NO			
10	Provident Fund Registration Number.	YES	NO			
11	ESI Registration Number.	YES	NO			
12	Professional Tax Registration Number.	YES	NO			
13	Annual turnover certificate of last 3 (three) financial year duly certified by the Chartered Accountants	YES	NO			

SL NO.	DOCUMENTS NEED TO BE SUBMITTED	WHETHER SUBMITTED (Tick YES/NO)	Ref. Page No.	RELEVANT DETAILS	REMARKS	SL NO.
14	Income Tax Return and Audited Balance Sheet of the last 3 (three) financial year.	YES	NO			
15	Non-relation certificate with the employees of NIELIT Guwahati on the letterhead of the firm	YES	NO			
16	Not blacklisted certificate in the form of affidavit.	YES	NO			
17	An undertaking by the agency for Acceptance & Compliance of all terms & conditions mentioned in this tender.	YES	NO			

Thanking you,

Yours faithfully,

Name and Signature of authorized signatory

Date:-

(Seal of the firm)

ANNEXURE-II (FORMAT OF FINANCIAL BID)

(To be submitted on letterhead of the firm)

To

The Director,
National Institute of Electronics and Information Technology (NIELIT)
1st and 2nd Floor, VittiyaBhavan, Assam Financial Corporation (AFC) Building,
Md. Shah Road, Paltan Bazar, Guwahati-781 008

Sub: Submission of financial bid for providing round the clock security services at NIELIT Guwahati Centre and its Extension Centres – regarding.

Ref: Your tender no. 01/29/2017/GHY/P&A/1894 dated: 22.09.2017.

Sir,

With response to your tender mentioned above, our firm is pleased to provide the round the clock security service at NIELIT Guwahati and its Extension Centres. Our quote for % of Service charge is as under.

% of Service Charge on CTC (in both figure and words)	Remarks
	% of commission should be same for all categories of manpower

Thanking you,
Yours faithfully,

Name and Signature of authorized signatory

Date:-

(Seal of the firm)