

## 1. INTRODUCTION

The tentative Security Services required by NIC are as per the details given in **Annexure -8**. Visit to the site can be done with prior appointment before submitting the tender, if so desired by the tenderer.

## 2. Availability of Tender

The tender document is available at NIC e-procurement site i.e. <https://eprocure.gov.in/epublish/app>

Prospective bidders desirous of participating in this tender may view and download the tender document free of cost from the above mentioned website.

## 3. Time Schedule

As per "**Annexure - 3: Time Schedule**".

## 4. ESSENTIAL ELIGIBILITY CRITERIA

- a) Essential Eligibility Criteria is given in the "**Annexure - 4: Essential Eligibility Criteria**" and it must be filled up.
- b) Relevant portions, in the documents submitted in pursuance of essential eligibility criterion mentioned above, shall be highlighted.
- c) Documentary evidence for compliance to each of the essential eligibility criteria must be enclosed along with the bid together with the references as required in the "**Annexure - 4: Essential Eligibility Criteria**".
- d) If the bid is not accompanied by all the requisite supporting documents, the same would be rejected.
- e) ***Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances.*** However, NIC reserves the right to seek fresh set of documents or seek clarifications on the already /submitted documents.
- f) Tenderer must have three on going job orders and/or satisfactory services completion certificates / credentials of the completed contracts in Government/PSU sector in the Security field during past two years. (Attach supporting proof for the same).
- g) Tenderer must also provide its PAN (Permanent Account Number) allotted by the Income Tax Department and attach the proof thereof duly signed and stamped.
- h) The tenderer must be covered under ESI and EPF.
- i) The duly signed and stamped copies of ESI and EPF certificates must be attached.

- j) The tenderer should have its registered office/branch in Kerala and arrangement for suitable enrolling the Security Personnel facility locally in Thiruvananthapuram.
- k) The firm should deploy only **Ex Service Men** for the job. An undertaking by competent authority, on the agency letter head, that the agency shall deploy only Ex-service men should be submitted along with the bid.  
If selected, the agency should provide the following documents at the time of signing agreement: The firm should produce the Discharge Book and Canteen Card/Ex Service- Man I Card issued by DSS&A Board /ECHS Card of Ex Service Man/Para Military Force personnel in original.
- l) The firm must possess the License granted to commence **the business of private Security Agencies (Regulation) Rules-2009.**The firm must Register under **PSARA-2005(PRIVATE SECURITY AGENCY REGULATION ACT,2005.**
- m) No Additional documents will be asked from bidders at any stage and tenders will be evaluated on the basis of documents already submitted by the bidder.

**5. EARNEST MONEY DEPOSIT (EMD) :-**

- a) **Each bid must be accompanied by Earnest Money Deposit (EMD) of Rs. 40,000 (Rupees forty thousand only),** in the form of Demand Draft / Pay Order of any scheduled nationalized / commercial bank drawn in favor of **"National Informatics Centre, Thiruvananthapuram", payable at Thiruvananthapuram** without which the bid will be summarily rejected, **as per Annexure -2.**  
Within 15 days of awarding the contract, the selected tenderer has to furnish Performance Bank Guarantee of **Rs.1,00,000 (Rupees one lakh only)** from any Nationalized Bank in favour of National Informatics Centre, Kerala which should remain valid for a period of 2 months beyond the date of expiry of the contract. This bank guarantee is to be automatically extended by the selected tenderer in case of extension of contract.
- b) No Bank Guarantee towards EMD will be acceptable.
- c) In the absence of a valid certificate from the NSIC or proper Bank Draft of EMD amount, tenders shall be rejected straightway.
- d) The Earnest Money Deposit (EMD), without any interest accrued will be refunded in any of following eventual situations:-
  - i. In the case of those Bidders who fail to qualify the essential eligibility criteria, or whose technical bids do not qualify, the Earnest Money Deposit (EMD) will be refunded without any

- interest accrued within one month of the acceptance of TEC (Technical Evaluation Committee)'s recommendations.
- ii. In the case of those Bidders who are not empanelled, the Earnest Money Deposit (EMD) will be refunded without any interest accrued within one month of the acceptance of FEC (Financial Evaluation Committee)'s recommendations.
- e) EMD will be refunded to the successful bidder on receipt of Performance Bank Guarantee and agreement.
  - f) The EMDs of non-selected tenderer shall be returned after the finalization of the tender without interest thereon. The Performance Bank Guarantee of the successful tenderer shall be encashed by NIC Kerala in case of unsatisfactory services, refer section 13 & 15, Penalty Clauses and Terms and Conditions, during the contract period. The Performance Bank Guarantee of selected tenderer shall be returned after successfully completion of contract period without any interest. In case the selected tenderer backs out or dishonour the order, the EMD will be forfeited and tender will be re-floated.

## **6. Financial Annexures**

Details for submitting Financial Bids are given in

**"Annexure - 10: Financial".**

## **7. Clarifications regarding the tender**

1. The queries can be sent to NIC through email at [valli@nic.in](mailto:valli@nic.in)
2. NIC will not be bound to clarify any query after the tender submission

## **8. Bid Submission Process**

- 8.1 **Bids (complete in all respects) must be submitted at our office, address given below, latest by 25/07/2017 (14:00 Hrs)**  
**Deputy Director**  
**National Informatics Centre**  
**Kerala State Centre, CDAC Bldg**  
**Vellayambalam**  
**Thiruvananthapuram – 695 033**
- 8.2 The bids should be submitted in 2 Envelope as per **"Annexure - 6 : Bid Submission"**.
- 8.3 The tenderer should quote for both offices of NIC. Partial quotes will be rejected.
- 8.4 In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- 8.5 Tender bid must contain the name, office and after office hour addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures.

- 8.6 Un-signed & un-stamped bid shall not be accepted.
- 8.7 All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents.
- 8.8 Bids **NOT** submitted as per the specified format and nomenclature will be out rightly rejected.
- 8.9 Ambiguous bids will be out rightly rejected.
- 8.10 NIC will **NOT** be responsible for any delay on the part of the vendor in obtaining the terms and conditions of the tender notice or submission of the tender bids.
- 8.11 The offers submitted by telegram/ fax/ E-mail etc. shall **NOT** be considered. No correspondence will be entertained on this matter.
- 8.12 Bidders shall indicate their rates in clear/visible figures as well as in words. In case of a mismatch, the rates written in words will prevail.
- 8.13 Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be out rightly rejected. Conditional tenders shall **NOT** be accepted on any ground and shall be rejected straightway.
- 8.14 If any clarification is required, the same should be obtained before the submission of the bids.
- 8.15 Tender process will be over after the issue of contract letter(s) to the selected vendor(s).
- 8.16 Bids not quoted as per the format given by NIC will be rejected straightway.
- 8.17 No deviation from the tender specifications & terms and conditions will be accepted.

## **9 Bid Opening Process**

- 9.1 Bids (complete in all respect) received along with Demand Draft of EMD will be opened as mentioned at "**Annexure - 3 : Time Schedule**" in the presence of bidders representative without mobile telephone, if available. Bid received without EMD will be rejected straight way.
- 9.2 Essential Eligibility Criteria /Technical bids of only those bidders, EMD instruments are found to be in order, will be opened afterwards in the same bid opening session, in the presence of the vendor's representatives.
- 9.3 Financial bids of only those bidders, whose bids found technically qualified, by the Technical Evaluation Committee, will be opened in the presence of the vendor's representatives subsequently for further evaluation.
- 9.5 One authorized representative of each of the bidder would be permitted to be present at the time of aforementioned opening of the bids.

## **10 Technical Evaluation Process**

- 10.1 A duly constituted Technical Evaluation Committee (TEC) will evaluate and shortlist Technical Bids on the basis of parameters/ specifications provided in the "Annexure - 4: Essential Eligibility Criteria/ Technical Bid".
- 10.2 During the technical evaluation, if any of the parameters is not met, the bid will be summarily rejected.

## **11 Evaluation of Financial Bids**

- 11.1 The Financial Bids of only those Bidders short listed from the Technical Bids by TEC will be opened in the presence of their representatives on a specified date and time to be intimated to the respective Bidders by NIC, and the same will be evaluated by a duly constituted Committee.
- 11.2 If NIC considers necessary, **Revised Financial Bids** could be called for from the **Technically short-listed Bidders**, before opening the original financial bids for recommending the final contract.
- 11.3 In the event of revised financial bids being called the revised bids should **NOT** be higher than the original bids, otherwise the bid shall be rejected and EMD forfeited.
- 11.4 There will be **NO NEGOTIATION** regarding the financial bid.
- 11.5 Lowest Quoting Bidder will be selected as per the "**Annexure -9 : Financial Evaluation**".
- 11.6 No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/its authorized representative and office of NIC can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

## **12 Empanelment Process**

- 12.1.1 Validity of the panel is given in the "**Annexure -5 : Validity of bids, rates etc..**".
- 12.2 The successful bidder should sign an agreement with NIC on a stamp paper worth Rs. 200 with terms and conditions, as mentioned in the **Annexure 16**, for a period of one year. The agreement to be submitted along with the Performance Bank Guarantee for an amount of Rs. 1,00,000.
- 12.3 In the event the vendor's Company or the concerned division of the Company is taken over/bought over by another company, all the obligations and execution responsibilities under the agreement with NIC, should be passed on for compliance by the new company in the negotiation for their transfer.
- 12.4 All the empanelled vendor has to agree for honoring all tender condition and adherence to all aspects of fair trade practices in executing the purchase orders placed by NIC or by organizations supported by NIC.

- 12.5 The vendor should not assign or sublet the contract or any part of it to any other agency in any form. Any such attempt shall result in termination of contract and forfeiture of Security Deposit/EMD.
- 12.6 NIC may, at any time, terminate the contract by giving written notice to the empanelled vendor without any compensation, if the empanelled vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NIC.

### **13 PENALTY CLAUSE**

- 13.1 The tenderer shall disburse the salary to its deployed manpower, inclusive of other allowance before 10th of every month, failing which penalty of Rs.1000/- per day will be imposed up to 15th of the month subjected to a maximum of monthly wages of one security guard.
- 13.2 NIC will bear the salary/wages increase if it is revised by the Government of India from time to time.
- 13.3 The Security Guards on duty shall not leave the Guard's post until reliever or the guards on duty for the next shift are physically available. In case any security guards fall sick the reliever shall be provided by the security agency from an existing pool of Security personnel free of any extra charges.
- 13.4 Tenderer has to ensure adequate number of Security Guard as per the Annexure - 8: Technical, of this tender and also arrange a pool of standby Security staff. In case any Security staff is absent from duty, a reliever shall be deployed by tenderer in time from an existing pool of Security staff. If the required number of guard is less than the specified number, a penalty of Rs.1000/- per absentee per day will be deducted from the bill(s).
- 13.5 The Security staff must be in proper, full and clean uniform at all times failing which a penalty of Rs.100/-per day per person will be imposed

### **14 Payment Process**

- 14.1 NIC reserves the right to check the antecedents of security personnel from the local police officials. For this purpose the security personnel shall give the required number of passport size photographs and all cooperation in getting the antecedents of security guard verified. Any Ex-Servicemen employed by agency shall be police verified is mandatory. The onus of police verification is on vendor/contractor.

- 14.2 The attendance/holidays/leave records are to be maintained by the security agency and the same are to be submitted by the end of each month along with pre-receipted bills for the payment.
- 14.3 NIC shall not provide any allowance for washing entertainment, hardship refreshment or any other allowance to the guards.
- 14.4 For each office, the tenderer will submit a pre-receipted bill along with attendance sheet, payment receipt, chalan of EPF & ESI in triplicate separately in the name of "**National Informatics Centre**" before 10<sup>th</sup> of every month.
- 14.5 Bills submitted will be processed and payment will be released within 30 days if all paper work is found to be in order and as per the provisions of the tender/contract/work order.
- 14.6 No advance payment of any kind will be given by NIC to the selected tenderer.
- 14.7 All security guards/security guard reliever shall be deemed to be employees of the security agency. The particulars of the staff in the pool of the security agency should be made available to NIC.
- 14.8 The security agency shall be responsible for their monthly salary, fringe benefits, duty roster, leave records, behavior among other details.
- 14.9 The coordinating person from the security agency should meet CISO of NIC at least twice a month to sort out any problem that may arise from either side.
- 14.10 The security agency shall provide the list of addresses and identity cards with the photographs of the security guards to be posted for security operations.

## **15 General Eligibility Criteria (General Terms and Conditions)**

### **15.1 The selected tenderer should have a valid license for running Private Security Services**

- 15.2 The person deployed for the job must be smartly dressed in proper uniform, trustworthy, skilled, trained and of good character employees of the approved tenderer for all purposes and NIC will have no liability regarding any matter concerning to their salaries, other payments, welfare, uniform etc. Hence the staff of the tenderer will have no right to claim on NIC in any respect, of employment or any legal

compensation in case of any injury, disability or death, while on duty in NIC as part of this service/job contract.

- 15.3 The Ex serviceman Security Staff so provided should be on the permanent roll of the company.
- 15.4 The tenderer must pay salary to its employees as per the payment of Minimum Wages Act. It should be inclusive of dearness allowance, increased from time to time. Revision of wages will be in accordance with the wages revised by Govt. of India from time to time.
- 15.5 The tenderer has to submit separate challans for ESI and EPF of deployed staff at NIC. The tenderer has to fulfill this condition for obtaining the payment of bill(s).
- 15.6 The tenderer must deploy Ex Servicemen trained, for Fire fighting & security Services.
- 15.7 For charging the taxes, the tenderer must have concerned registration numbers and also attach the proof thereof duly signed and stamped by the authorised signatory of the tenderer participating in NIC tender.
- 15.8 The tenderer must provide necessary standard liveries as per the season to its workers/supervisors with their (photo) identity properly displayed. No extra payment shall be claimed from National Informatics Centre for such items.
- 15.9 Working hours consist from 7AM to 2PM, 2PM to 9PM and 9PM to 7AM (half an hour lunch time for all the shifts)

**15.10 Educational qualifications Security Guards should be as under:-**

<b>Guard</b>	<b>Matriculate having experience in the field of Security Safety &amp; Fire Fighting Services.</b>
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**15.11 Duty Timings of Security team will be as under:-**

<b>Sl.No</b>	<b>Particulars</b>	<b>No. of Person</b>	<b>Remarks</b>
<b>1.</b>	<b>Un-armed Security Guards at NIC Poonkulam and Public</b>	<b>6 Male</b>	<b>Shift Duty (3 shifts each of 1 person at each location)</b>



- 15.12 The tenderer's staff shall perform their duties at the NIC premises with due diligence and take all precautions to avoid any loss or damage to the government property/person. The tenderer will be solely liable for all matters of any indiscipline, theft, indecent behaviour, official misconduct, loss or damage to any person or persons or government property at the premises.
- 15.14 The tenderer should agree to the terms and conditions of the tender without any addition/ alterations failing which the quote of the tenderer will be summarily rejected.
- 15.15 Each page of the tender document should be signed and stamped by the tenderer.
- 15.16 Tenders containing omissions and alterations are liable to be rejected. Where corrections are necessary, the same must be made in ink and all such corrections are to be attested by full signature of the authorised persons of tenderer and dated.
- 15.17 The tenderer shall treat the contents of the tender documents as private and confidential.
- 15.18 In the event of the tenderer's business or if any of its concerned division is taken over/bought over by another party, all the obligations and execution responsibilities under the tender/contract with NIC shall be passed on for compliance to that new party, inheriting business operations from earlier assigned party/agency.
- 15.19 The empanelled tenderer should not assign or sublet or subcontract the contract or any part of it to any other agency. The penalty for non-compliance shall be revoking the contract and encashment of the Security Deposit and the Performance Bank Guarantee, thereafter, the work will be got done by NIC from other agency at the cost, risk and responsibilities of the tenderer for the remaining part of the contract.
- 15.20 Incomplete and unsigned quotations are liable to be rejected and no correspondence about such cases shall be entertained by NIC.

- 15.21 NIC also reserves the right to modify/relax any of the terms & conditions and/or cancel the tender without assigning any reason.
- 15.22 No counter conditions or deviations from the terms and conditions of Tender Document should be included in the tender submitted by the tenderer. Such tenders will be summarily rejected. Therefore, the tenderer is required to sign each page of this tender document.
- 15.23 NIC reserves the right to reject the lowest tender or any other tender or all the tenders and /or to accept any tender either in whole or in part without assigning any reason whatsoever and to cancel the bidding process at any time prior to award of contract without thereby causing any liability to the affected tenderer or tenderers or any body else. The decision of the NIC in this regard shall be final & binding on all the participating tenderers.
- 15.24 Tenderer should submit an undertaking on affidavit that the company/firm has not been black listed by any court of law or any Govt./Central Autonomous bodies/PSU and in future if it takes place the tenderer shall be liable to inform NIC forthwith. In such a case, the contract would be terminated.
- 15.25 The decision of NIC arrived during the various stages of the evaluation of the bids is final and representation of any kind shall not be entertained on the above.
- 15.26 In case the contracted vendor is found in-breach of any condition(s) of tender, at any stage during the course of contract period, the legal action as per rules/laws, shall be initiated against the vendor and EMD/Security Deposits and Performance Bank Guarantee shall be forfeited.
- 15.27 NIC reserves the right for discontinuation of the service at any time without giving of notice if the services are found to be unsatisfactory and also NIC has the right to award the contract to any other agency at the costs, risks and responsibilities of the current agency and excess expenditure incurred on account of this could be recovered from the Security Deposit and the Performance Bank Guarantee or pending bill or by raising a separate claim on defaulting service provider agency.

15.28 In case any attempt is made by vendor to bring pressure towards NIC's decision making process, such vendors shall be disqualified for participation in the present tender.

15.29 Upon verification, evaluation / assessment, if in case any information furnished by a vendor is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.

15.30 All wages payable should be as per qualification of the person and as per government minimum wages act

15.31 Manpower required on 24x7x365 basis

**Indemnity:**

- I. The tenderer shall deal and settle the matter related with their employer's union and shall make sure that no labour disputes/problems are referred to National Informatics Centre. It shall indemnify NIC in this regard. While rendering the services as per the tender, if some unintended happenings like injury or death of tenderer's staff occur, NIC can not be sued in any court of law for any compensation related aspects.
- II. The tenderer at all times should indemnify National Informatics Centre against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961, essential Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. It shall indemnify NIC in this regard.
- III. NIC will not be responsible for any misinterpretation of terms and conditions or wrong assumption by the vendor.

**Force Majure:** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be

entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the Contractor may at his option, terminate the contract.

**Definition for default:**

Default is said to have occurred:

- I. If the selected tenderer fails to deliver any or all of the services within the time period(s) specified in the contract order or any extension thereof granted by NIC.
- II. If the selected tenderer fails to perform any other obligation(s) under the contract.
- III. If the selected tenderer, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from NIC (or takes longer period in spite of what NIC may authorize in writing), NIC may terminate the contract order in whole or in part.

**Arbitration:**

- I. If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, shall be governed by and constructed according to the Laws in force in India and falls within the jurisdiction of the appropriate courts.
- II. NIC and the empanelled agency shall make every effort to resolve any contentious aspect amicably by direct negotiation with Agency towards any disagreement, confusion, lack of understanding or dispute arising between them under or in connection with the contract.

**Applicable Law**

- I. The Contract shall be governed by the laws and procedures established by Government of India, within the frame-work of applicable legislations and enactments made from time to time concerning such techno commercial dealings/processing.
- II. All disputes in this connection shall be settled in Thiruvananthapuram jurisdiction only.
- III. NIC reserves the right to cancel this tender or modify the requirement.
- IV. NIC also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in

a manner that all prospective vendors /parties to be kept informed about it.

- V. NIC in view of requirement may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.

## **16 Non Compliance**

16.1 Non-compliance of any terms and conditions enumerated hereinafter the award of the contract shall be treated as breach of contract.

16.2 Printed conditions mentioned in the tender bids will not be binding on NIC. All the terms and conditions for providing Security at NIC will be as those mentioned herein and no change in the terms and conditions by the agencies will be acceptable. Alternations, if any, in the tender bids should be attested properly by the agency, failing which, the tender will be rejected.

16.3 NIC reserves the right to accept or reject any/all quotations without assigning any reason whatsoever.

16.4 Incomplete or unsigned quotations are liable to be rejected.

17.

17.1. **The age of the guard should not exceed 58 years.** The guard should be a bonafide citizen of INDIA. The guards must be well mannered and loyal to the security agency and in turn to the NIC, if at any time he is found to be guilty of misconduct in any matter, the concerned personnel may be replaced by the security agency within 24 hours, and such person shall not be redeployed for duty at NIC.

17.2 The security guards should be well trained in the field of security, fire fighting services and disaster management. The guard should be of sound state of health, free from defect, deformity or disease. Both eyes should have a vision 6/6 (without glasses). They should also have first hand training in the areas of Industrial Security and handling Fire fighting equipments. Security Guard requirement is need based; therefore, number of Security Guard can be increased by NIC.

17.3 All the incoming/outgoing entities and goods should be thoroughly verified and checked by the Security Guards. Any unauthorized outgoing goods should be reported to the CSO, NIC. Any loss to NIC with respect to outgoing goods with out proper checking shall be recoverable from the Agency.

## **18. RISK CLAUSE: -**

- I. If the penalty levied in a month exceed Rs. 20,000/- then the work can be got done through alternative sources at the costs, risks and responsibilities of the agency and Security Deposit will be forfeited.

The expenditure incurred in getting the work done from other source will be adjusted from the bills raised by the agency or by raising a separate claim. If there is no bill, amount shall be recoverable from EMD. NIC can terminate the agreement by giving one month written notice beginning the first day of the month if the services are found unsatisfactory. NIC shall pay contracted amount to the security agency and the agency in turn shall pay to the security guards as per minimum wages act. NIC shall not be responsible for the release of benefits such as Provident Funds, ESI, Pension benefits and any other allowances.

- II. In case of any robbery, vandalism, fire, communal riots, earthquake or items missing or any other eventuality /mishappening, the security guard shall immediately give intimation to the Chief Security Officer of NICHQ, and other concerned NIC officials. The Security Agency shall be answerable to the above, if the message is not conveyed to NIC officials within half an hour.

**19. UNIFORM :-**

- I. Two sets of uniform including shoes, belt & Cap to duty personnel shall be provided. The Security guards should be smartly dressed and in proper uniform. Uniforms for the security staff are to be provided by the security agency at their costs.
- II. The security agency shall provide torches along with dry cells, equipments & accessories etc. NIC shall not pay any amount for equipment and accessories to the security agency.

**20. DURATION :-** As per Instructions and norms given for functioning of empanelled Security Safety and Fire Protection Management Agencies "sponsorship Norms" para 20(e) "Empanelment will be initially for a period of Two years further extendable by another one year, on receipt of satisfactory performance certificate from the Principal Employer i.e. NIC Kerala. Agreement will be signed for each year with a fresh/renewed Performance Bank Gaurantee.

**21. Miscellaneous** Any other terms & condition, mutually agreed to, prior to finalization of the contract shall be binding on the Agency and NIC, during the period of the contract. Any default of any terms and conditions of the tender will result in rejection of the bid and forfeiture of EMD/Security deposit, accordingly.

11/11/17  
**Deputy Director**  
**Phone # 04712729894**  
Email: ddo-ker@nic.in

राजन. पी  
/ उप निदेशक  
RAJAN. P  
Deputy Director



## Summary

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Sl. No	Item Name	Item Value
1	<b>File No.</b>	F.No. 57(1)/2017/4
2	<b>Tender No.</b>	11(3)/2017/3-Tender/TVM
3 (a)	<b>Title</b>	<p>TENDER FOR PROVIDING UN-ARMED SECURITY SERVICES FROM <u>LICENSED/ REGISTERED FIRM</u></p> <p>at</p> <p>NATIONAL INFORMATICS CENTRE NETWORK OPERATIONS &amp; DATA CENTRE, 3<sup>RD</sup> FLOOR, C BLOCK, CGO COMPLEX, POONKULAM, THIRUVANANTHAPURAM-695522</p> <p>AND</p> <p>NATIONAL INFORMATICS CENTRE, KERALA STATE CENTRE ANNEXE, 5<sup>TH</sup> FLOOR, REVENUE TOWERS, PUBLIC OFFICE COMPLEX THIRUVANANTHAPURAM - 695033</p>
3 (b)	<b>Scope of Work</b>	Providing the security services at NIC, Network Operations & Data Centre, CGO Complex, Poonkulam and NIC, Kerala State Centre Annexe, Public Office Bldg, Thiruvananthapuram
4	<b>Contract</b>	YES
	i. Multiple Technical Annexure(s)	NO
	ii. Contract Size	One (1) vendor (without Mobile Telephone)
5	<b>Tender Fee</b>	NIL
6	<b>Number of Envelops</b>	2 (Two)
8	<b>Contact Address</b>	Deputy Director, NIC KERALA STATE CENTRE, CDAC BUILDING, VELLAYAMBALAM, THIRUVANANTHAPURAM, 695033 e-mail:ddo-ker@nic.in Phone No. 2729894



**Earnest Money Deposit**

<b>Amount</b>	Rs. 40,000 /- <b>(Rupees forty thousand Only )</b>
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**Annexure: 3**

**Time Schedule**

<b>Sl. No.</b>	<b>Annexure</b>	<b>Date</b>	<b>Time</b>
1	Publishing	04/07/2017	15:00 Hrs
2	Receipt/Submission of Bids	25/07/2017	14:00 Hrs
3	Opening of Bids	25/07/2017	14:30 Hrs
No Bid will be accepted after the expiry of the above mentioned time schedule.			

No mobile phone will be allowed while opening of Technical Bids and financial bids.

**Essential Eligibility Criteria**

**Essential Eligibility Criteria Compliance Sheet (to be filled and submitted by the bidder along with the technical bid)**

Sl. No.	Pre-Qualification Criteria	Compliance (Yes/No)*	Reference of Enclosed Proof
1	Duly signed Annexure-14 of the tender in token of proof to have read and accepted all the terms and conditions mentioned therein		
2	Duly signed Annexure-15 of the tender		
3	Undertaking on affidavit about non-black listed company/firm		
4	Permanent Account Number (PAN) duly attested copy		
5	Service Tax Registration No. of the tenderer (Attach copy)		
6	EMD Details: DD No: _____, Dated: _____, Amount Rs 20,000		
7	List of 50 Regular Employees with their ESI & EPF Nos.		
8	ESI & EPF Registration No. (Attach copy of the certificate)		
9	Firm must possess the valid license granted under PSARA regulation act		
10.	Undertaking from the agency that only Ex-servicemen will be deployed as security guards for the job.		

1) Details of Government sector client (s):- [attach proofs]

Sl. No.	Name and Address of Government Organization	Name & Designation of Nodal Officer	Telephone & Fax	Contract Validity	Annual Value of Contract

2) Name & Designation of the Authorised Signatory:

- (i) Name \_\_\_\_\_  
(ii) Designation \_\_\_\_\_  
(iii) Office Address \_\_\_\_\_  
(iv) Office Phone \_\_\_\_\_  
(v) Residence Phone \_\_\_\_\_  
(vi) Mobile No. \_\_\_\_\_

Place: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature of Authorised signatory  
Name: \_\_\_\_\_

SEAL \_\_\_\_\_

Note: Bidder is supposed to fill up the above annexure and indicate the page number of the supporting document in the proof.

**Validity of Bids, Rates etc.,**

<b>Sl. No.</b>	<b>Item</b>	<b>Value</b>
1	Validity of bids	180 days
2	Validity of empanelment	Two years from the date of issue of Empanelment
3	Extension	One year (at NIC's Option and mutual agreement with vendor on same rates, terms and conditions) provided the satisfactory security services.
4	Revision of rates	Revision of wages will be as and when Govt. revises wages.

**Bid Submission**

**i. Bid Submission :**

Earnest Money Deposit (EMD) of amount as given in the "**Annexure – 2 : EMD**" must be submitted, by Demand Draft / Pay Order of any scheduled nationalized / commercial bank drawn in favour of "**National Informatics Centre, Thiruvananthapuram**", payable at **Thiruvananthapuram**.

The bids (complete in all respect) must be submitted in **Two** Envelops as explained below:-

<b>Envelope – 1</b>		
<b>Sl. No.</b>	<b>TPYES</b>	<b>Content</b>
1.	EMD	As per <b>Annexure - 2:</b>
2.	Essential Eligibility criteria and Technical Bid	As mentioned in the <b>Annexure – 4: Essential Eligibility Criteria and Annexure - 8:</b>
3.	Bank Details	Bank Details to be submitted along with the bid <b>Annexure -7:</b>
4.	Check List	Check List to be submitted with the bid <b>annexurere – 13: Check List.</b>
5.	Declaration	Declaration to be submitted as per <b>Annexure – 14: Declaration.</b>
6.	Monthly Certificate of Compliance	Monthly Certificate of Compliance of Statutory Obligations by the tenderer to be submitted as per <b>Annexure – 15: Monthly Certificate of Compliance.</b>
<b>Envelope – 2</b>		
<b>Sl. No.</b>	<b>TPYES</b>	<b>Content</b>
1.	Financial Bid	The Financial bid – " <b>Gross Total Value</b> " as per <b>Annexure - 11</b> to be submitted
2.	Detailed Financial Bid	Detailed Financial Bid as per <b>Annexure – 12</b> to be submitted in the Financial Bid Envelope as an additional document.

**BANK DETAILS**

Information to be given in company's letter head and attach the **Cross Copy of Cheque**. This is required for crediting the amount in the bank.

<b>A. PARTY DETAILS:-</b>	
1.	Party Name (As Per Bank)
2.	Address
3.	City
4.	State
5.	Pin Code
6.	Telephone No. with Fax
7.	E-mail Address (for payment alerts)
8.	PAN No.
9.	Mobile No. (for payment alerts)
<b>B. PARTY BANK DETAILS :-</b>	
10.	Bank Name
11.	Bank Type (RBI/SBI/PSB/PVT.)
12.	Branch Name, Address with pin code and Telephone Nos.
13.	Branch Code
14.	Bank Account No. (as appearing on the Cheque Book)
15.	Account Type (S.B. Account/ Current Account/Cash Credit etc.)
16.	Ledger No.
17.	7-Digit Bank BSR Code No.*
18.	9-Digit MICR Code No.
19.	12-Digit IFSC Code No.

\* BSR Code is Mandatory.

Signature of the Investor/Customer

Date :.

Certified that the particulars furnished above at Sl. No. 10 to 19 are correct as per our records.

Signature of the Authorized Official from the Bank

## Annexure: 8

### Details of the National Informatics Centre (NIC) buildings for which Security is required:

1. NIC, Network Operations and Data Centre, 3<sup>rd</sup> Floor, C Block, CGO Complex, Poonkulam, Thiruvananthapuram – 695522
2. NIC, Kerala State Centre Annexe, 5<sup>th</sup> Floor, Revenue Tower, Public Office Complex, Thiruvananthapuram - 695033

	<u>No of Security Guard</u>	<u>Shift</u>	<u>Total Guards</u>
NIC Poonkulam	1	X 3	3
NIC Public Office	1	X 3	3
Total security guards			<u>6</u>

### DUTIES OF SECURITY GAURD

The responsibilities of the security guards will be as under:

1. Patrol and guard NIC office premises to prevent and detect signs of intrusion and ensure security of doors, windows, and gates
2. Monitor and authorize entrance and departure of employees, visitors, and other persons to guard against theft and maintain security of premises.
3. Insist on the visitors to note down their name, address, telephone, purpose of visit etc.
4. Verify the inward and outward movement of any equipment
5. Ensure lights/fans/windows are off/locked after office hours.
6. Attending the phone calls after office hours if required
7. Connecting concerned NIC Officer to the visitors over the telephone.
8. Maintain decorum.
9. Any other duty assigned by Chief Information Security Officer, NIC Kerala
10. Alert fire departments in cases of emergency, such as fire
11. Issue of entry passes through computer/manual with the permission of concerned Officer
12. Security Guards will report to CISO, NIC KERALA for taking directions.
13. Should be vigilant and any breach of security to be immediately reported to CISO, NIC Kerala

**Financial Evaluation**

<p><b>A</b></p>	<p><b>Selection Criteria deciding Vendor for L1</b></p>	<p>The lowest quoting vendor (<b>LQ1</b>) will be determined as mentioned below:</p> <ol style="list-style-type: none"> <li>1) After the LQ1 vendor is decided on the Gross Total Value (GTV), <b>Annexure – 12</b> submitted by LQ1 Vendor will be opened for deciding the lowest individual unit rates for all the items of this tender.</li> <li>2) In case LQ1 bidder has failed to quote for all the items in <b>Annexure – 12</b>, his bid will be rejected , his EMD will be forfeited and the tender refloated.</li> <li>3) In the event of any mismatch in the GTV value mentioned at Annexure-11 and total of <b>Annexure – 12</b> of the LQ1 Vendor, the lower amount will be taken as the final bid.</li> <li>4) Thus the LQ1 vendor and the lowest unit rates (for individual items/services) shall be decided as per the procedure mentioned above.</li> </ol>
<p><b>B</b></p>	<p><b>Vendor Selection</b></p>	<p>Only 1 (<b>One</b>) vendor will be selected.</p>



**Enclosures Check-list**

Sl. No.	Description	Compliance (Y/N)	Refer Page No. in the Bid
<b>Envelope No. 1</b>			
1	Essential Eligibility Criteria compliance sheet as per Annexure - 4 : <b>Essential Eligibility Criteria</b>		
2	EMD as per Annexure - 2		
3	Declaration as per Annexure - 14		
4	Monthly Certificate of Compliance of Statutory Obligations by the tenderer.		
5	Compliance statement sought at <b>Annexure - 8 : Technical</b>		
<b>Envelope No. 2</b>			
<b>For Financial Bid (GTV)</b>			
6	Financial bid as per Annexure - 11 - Gross Total Value		
<b>For Detailed Financial Bid</b>			
7	Detailed Financial bid as per Annexure - 12		
8	Any other document which the vendor may consider necessary to support the bid.		

**DECLARATION**

1. I, \_\_\_\_\_,  
Son/Daughter of Sh. \_\_\_\_\_ Proprietor/ Partner/  
Director/ Authorised Signatory of  
M/s \_\_\_\_\_ am competent  
to sign the declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender which are fully acceptable to me.
3. The information / documents furnished along with the above tender are true and authentic to the best of my knowledge and belief. I/we, am/ are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Authorised Person)

Date :

Full Name:

Place:

Seal:

- Note: 1. The above declaration, alongwith copy of the terms and conditions, duly signed and sealed in each page, by the authorised signatory of the tenderer in token of acceptance of the terms and conditions should be enclosed with Technical Bid.
1. The above declaration can also be made on the letterhead of tenderer

(This Annexure is required to be signed only and no need to fill it up)

**MONTHLY CERTIFICATE OF COMPLIANCE OF STATUTORY  
OBLIGATIONS BY THE TENDERER**

From \_\_\_\_\_ To \_\_\_\_\_ for the month  
of \_\_\_\_\_

1. Has the Attendance of Muster-cum-Wage Register of Persons engaged during the month been duly signed by the each individual employ and countersigned by the Representative of the tenderer..

Yes/No

2. Whether required strength of the Staff as per Annexure-II during the month as per agreement and copy of verified Attendance Muster-Cum-wage Register been provided and maintained.

Yes/No

3. Have all employees paid necessary minimum wages prescribed by the govt. under relevant enactments? (copy of Wage Register to be provided)

Yes/No

4. Have all the employees been extended coverage of PF, FPF, ESI as per the eligibility under PF Act? (Attach copy of PF, FPF, ESI Challan paid of Page of previous month of current bill)

Yes/No

5. Are all deductions effected from the Salary/wages are as per the provisions of the payment of Wage Act. (Verified with Attendance Muster-cum Wage Register)

Yes/No

6. Are following Register, required under provisions of various statues, maintained up to date in prescribed format, kept available at the premises of the tenderer for the inspection of any Statutory Authority on demand?

- |      |                                 |        |
|------|---------------------------------|--------|
| i.   | Register of persons deployed    | Yes/No |
| ii.  | Muster roll                     | Yes/No |
| iii. | Register of Wages               | Yes/No |
| iv.  | Register of Deductions Register | Yes/No |
| v.   | Off/OT                          | Yes/No |
| vi.  | Register of fines & advances.   | Yes/No |
| vii. | Register of Leave.              | Yes/No |

(Signature of Authorised Signatory)

Seal of the Tender \_\_\_\_\_

### AGREEMENT

An agreement made at <PLACE> on <DATE> between National Informatics Centre having its office at National Informatics Centre, Kerala State Centre, CDAC Bldg, Vellayambalam, Thiruvananthapuram – 695 033 and hereinafter called “THE NIC” on the one part and M/s, <Name of the agency> < Address of Agency > hereinafter called the” THE AGENCY” on the other part agree as follows:-

1. Twenty four hours (24 hours) unarmed security arrangement round the year should be provided by THE AGENCY at THE NIC at both the locations. Only one security guard will be put on duty for each of the three shifts.
2. The security personnel on duty should be smartly dressed and in proper uniform. The guard must be well mannered and loyal to THE AGENCY and in turn to THE NIC. If at any time he is found to be guilty of misconduct in any manner, the concerned person may be replaced by THE AGENCY within 24 hours.
3. The security personnel should be ex-service men and well trained in the field of security services. They should be able to read, write and understand the local language/Hindi/English. They should also have first hand training in the areas of industrial security and handling Fire Fighting equipment.
4. At the main gate regular check for incoming / outgoing personnel should be maintained to ensure foolproof security. They should also insist on the visitors to write down their name, address, telephone number, purpose of visit and the person whom the visitor would like to meet. They should then guide the visitor to the NIC Officer. The Head of the centre shall give list of officers working at THE NIC.
5. All the outgoing / incoming entities and goods should be thoroughly verified and checked by the guards, as per the procedures laid down by THE NIC.
6. NIC Officers may perform surprise checks at any time of day/night. During the duty hours if the security person shall have to be replaced within 24 hours. NIC reserves the right to cancel the contract and/or impose a penalty as mentioned in Section 13 of the tender document.
7. In case of any robbery, vandalism, fire, communal riots, earthquake or item missing or any other eventuality/ mishappening the security guard shall immediately give intimation to the THE NIC and other concerned NIC officials. The security agency shall be answerable to the above if the message is not conveyed to NIC Officials within half an hour. Head of THE NIC, shall give the residential address & Phone number of all officers working under him/her.
8. THE AGENCY should provide uniforms and torches along with dry cells, any other material such as Metal detectors for the security staff. THE NIC shall not pay any amount for such equipment and accessories to the security agency.

9. The agreement shall be valid for a period of 1 Year only from the date of signing the agreement at the first instance. Either party can however terminate the agreement by giving one month's written notice in advance.

10. Either party can terminate the agreement by giving one month's written notice in advance.

11. THE NIC shall pay the contracted amount to the security agency and the agency in turn shall pay to the security guards. THE NIC shall not be responsible for the release of the benefits such as provident Fund, ESI, pension benefits and any other allowances.

12. A Pre-receipted bill is to be submitted by the 2<sup>nd</sup> day of every month for the release of the payments. The copy of the actual wages paid to the security staff to be attached with the monthly invoice.

The charges per month per security guard will be as follows:-

Rate per security guard =  $\diamond$  excluding service charge and tax.

Rate for three security guards =  $\diamond \times 3 = \diamond$  per month per location

Rate for three security guards for both the locations =  $\diamond \times 3 = \diamond$

The total monthly charges to be paid to THE AGENCY works out to be  $\diamond$

Any revision in these rates on account of any genuine ground like changes in Government rates etc, may be considered and settled mutually.

13. The security guards on duty shall not leave the office premises until reliever or the guard on duty for the next shift takes charge. In case any security guard falls sick, the reliever shall be provided by the security agency from his existing pool of security personnel without any extra charge.

14. THE NIC reserves the right to verify the antecedents of the security personnel from the local police officials. For this purpose THE AGENCY shall give the required number of passport size photographs of the personnel and all cooperation in getting the security guards verified.

15. All attendance/holidays/ leave records of the security guards are to be maintained by the security agency and to be submitted by the end of each month along with the pre-receipted bills for the payment.

16. THE NIC shall not provide any allowance for washing of uniforms, refreshments or for any such purposes.

17. That all the security guards/relievers shall be deemed to be the employees of THE AGENCY. The particulars of the staff in the pool of the security agency should be made available with the Head of THE NIC. The security agency shall be responsible for their monthly salary, fringe benefits, behavior, duty roster, leave records, relievers etc.

18. A coordinating person from the security agency should be named and he will meet Head of THE NIC or his representative at least twice in a month to ensure smooth functioning of the security arrangements.

19. THE AGENCY shall provide the Identity cards with photographs to the security guards to be posted for the security operation and this schedule of duties will be given to THE NIC one week in advance on a regular basis.

20. THE AGENCY shall ensure that the security guards working in NIC office shall not form any workers union or indulge in any undesirable activities.
21. THE AGENCY shall indemnify THE NIC for any loss, damages, deterioration or loss of product or materials or property arising from any act of negligence on the part of any security staff and suffered by THE NIC.
22. THE AGENCY shall be solely responsible for all the service matters of its employees, shall be responsible for all statutory requirements and compliance with provisions of various Labour Laws and shall also abide by the provisions of Minimum Wages Act. Any violation in this regard would attract the termination of the contract.
23. The payment to the security personnel will be paid by the agency through NEFT Transfer through bank or DD only.
24. All terms and conditions and penalty clauses in tender document are also applicable in addition to the above.
25. Non compliance of any terms and conditions of the contract shall be treated as a breach of the contract. The contract shall be governed by and constructed according to the Laws in force in India and falls within the jurisdiction of the appropriate courts.

The State Informatics Officer  
 Security Agency  
 National Informatics Centre, Kerala

<Name of the agency>

< Address of Agency>

Witness  
 Name  
 Address

Witness  
 Name  
 Address