

(MDI/IS/2024-25/08/01 dated 30 August 2024)



TENDER DOCUMENT

FOR

**“Engagement of Security Agency for Providing Security Services
(24 Hours basis) at Management Development Institute
Gurgaon”**

Last Date of submission of filled bid at MDI Gurgaon: 19th September 2024, 3 PM

Pre-Bid meeting on 4th September 2024 at 2:30 PM at MDI Gurgaon

(The tender document is to be submitted in sealed cover, duly filled and signed using same colour ink on all pages by Authorised Signatory with company's seal stamped on each page).

**Management Development Institute Gurgaon
Mehrauli Road, Sukhrali, Gurgaon-122007**

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PART-I

NOTICE INVITING TENDER

FOR

“Engagement of Security Agency for Providing Security Services (24 Hours basis) at Management Development Institute Gurgaon”

Management Development Institute Gurgaon, (MDIG), Haryana (hereinafter referred to as the “Institute”) an Institute of national repute is dedicated to offer world class programmes in Management Education. The Institute invites Sealed Tenders on '**Two Bid System**' as mentioned hereunder in the attached prescribed format from reputed Security Agency/Firm having adequate experience in the field of providing Security Services through deploying uniformed Trained Security Guards (24 Hours basis) at Institute. It would be preferable that the tendering Agency/Firm have ISO 9001(Quality Management System) and ISO 18788 (Management System for Private Security Operations) valid certificates on the date of submission of the bid.

The agency shall be providing Security Services to the Institute based on the requirement of the Institute from time to time for a period of total three years from the date of commencement of services. However, the agency performance during the year will be evaluated/ assessed on completion of each year by MDI Gurgaon. On satisfactory performance the contract will be continued for the next year.

Interested parties may submit bids in two separate envelopes duly super-scribed as “**Technical Bid**” and “**Financial Bid**”. Both these bids should be put in one big envelope superscribed “**Engagement of Security Agency for Providing Security Services (24 Hours basis) at Management Development Institute Gurgaon**”.

Tender Document can be downloaded from Management Development Institute Gurgaon website <https://www.mdi.ac.in> from 30 August 2024 to 19 September 2024 submitted in physical form latest by 19 September 2024 up to 3 P.M.

Agencies engaged in the business of providing manpower only are discouraged to participate in the Tender and submit bids as their bids will not be considered by the Institute and shall be summarily rejected.

PART-II

IMPORTANT INFORMATION RELATED TO TENDER

S. No.	Information	Dates
1	Date of Publishing of Tender	30 August 2024 at 11 AM
2	Date/Time of closing of Tender	19 September 2024 / 3 PM
3	Date/Time of Pre-Bid meeting at MDI Gurgaon	4 September 2024 / 2:30 PM
4	EMD Amount (Interest free Refundable to unsuccessful Bidder)	Rs. 5,00,000/- has to be paid through a Demand Draft in favour of "Management Development Institute Society", payable at Gurugram. The DD has to be attached with the application form, without which the bid would not be considered valid
5	Period of validity of Tender	Minimum 90 days from closing date
6	Address for pre-bid and communication	Deputy Administrative Officer (Institutional Service), Management Development Institute Mehrauli Road, Sukhrali, Gurgaon- 122007 (Haryana) Contact no.: 0124-4560545 (9.30 AM to 5.30 PM on working days Mon-Fri), e-mail is@mdi.ac.in .
7	Term of Contract	The contract shall be valid for a total period of three years from the date of commencement of services. However, the vendor's performance during the year will be evaluated/ assessed on completion of each year by MDI Gurgaon. On satisfactory performance the contract will be continued for the next year.

1. Sealed Bids are invited under two bid system from reputed, well established and financially sound security agencies to provide/deploy the uniformed trained security guards for providing security services at MDI Gurgaon. The instructions for Bidders is enclosed as Part-III; Scope of work for Security Agency is in Part-IV. Terms & Condition of the tender is enclosed as Part-V, Bidder's details format is enclosed as Part-VI. Format of Bid Price as Part-VII and Self Declaration by Bidder at Part-VIII.

2. Interested eligible bidders may submit bids in two separate envelopes duly superscribed as "**Technical Bid**" and "**Financial Bid**". Both these bids should be put in one big envelope superscribed "**Engagement of Security Agency for Providing Security Services (24 Hours basis) at Management Development Institute Gurgaon**".
3. Tender form can be downloaded from Management Development Institute Gurgaon website: <https://mdi.ac.in> from 23 August 2024 onwards and the same is duly filled along with enclosures be submitted in physical form, addressed to Chief Administrative Officer (Institutional Services), Management Development Institute Mehrauli Road, Sukhrali, Gurugram -122007 (Haryana) through speed post /by hand only, latest by **19 September 2024 up to 3 PM**.
4. The address and contact numbers for sending Bids or seeking clarifications regarding this Tender are given below:
 - a. **Bids/queries to be addressed to:** Deputy Administrative Officer (Institutional Services), Management Development Institute Gurgaon, is@mdi.ac.in and contact number 0124-4560533
 - b. **Postal address for submitting the Bids:** Chief Administrative Officer (Institutional Services), Management Development Institute Gurgaon (Mehrauli Road, Sukhrali, Gurugram -122007 Haryana)
5. Tenders should be accompanied by EMD for an amount of Rs. 5,00,000/- (Rupees Five Lakh Only) submitted in the form of Demand Draft in favour of "Management Development Institute Society", payable at Gurugram.
6. **Tenderers are required to quote not less than the minimum wages as prescribed by Minimum Wages Act, Haryana.**
7. Tenders received after the last date and time (i.e. 19 September 2024 upto 3 PM) will not be considered.
8. MDI Gurgaon reserves the right to either accept or reject any or all of the tenders without assigning any reason whatsoever and decision of Director, MDI Gurgaon shall be final and binding.

Chief Administrative Officer (Institutional Services)
MDI Gurgaon

PART-III

INSTRUCTIONS FOR BIDDERS

1. **Scope of Services:** The Scope of Services is given in Part IV.
2. **Eligibility Criteria:**
 - a) Should be either registered as a company under Companies Act 1956/2013/LLP or as a Partnership Firm (including Limited Liability Partnership) under Partnership Act, 1932, as the case may be and should be in existence as such entity for not less than Five years before 31.03.2024. Bids of tenderers having the status of sole proprietorship firm shall not be considered at all.
 - b) Should be regularly providing similar kind of security services **during the last five financial years** (i.e. providing security services through Ex-servicemen / Civil Guards) in Regulatory bodies, Large Educational / Research Institutions, Universities, Schools, Colleges, Public or Private Sector Companies/ Undertakings, Autonomous Bodies.
 - c) Must have a valid (as on bid submission date) license for providing security services as stipulated under the Private Security Agencies (Regulation) Act, 2005 and as amended / revised **for the past five years**. The security guards deployed by the agency should satisfy the eligibility conditions stipulated under the said Act and should have been properly trained under a supervisor.
 - d) Should preferably hold ISO 9001 (Quality Management System) and ISO 18788 (Management System for Private Security Operations) certification.
 - e) Must have achieved **minimum Average Annual Turnover of Rs. 5 crores** during last three completed financial years (i.e. 2021-22, 2022-23 and 2023-24).
 - f) Should have their own Bank Account.
 - g) Should be registered with Income Tax and GST departments.
 - h) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other labour authorities including under the Contract Labour (Regulation and Abolition Act) and should be in compliance of applicable and relevant labour laws.
 - i) The agency or any of its partners / directors etc. should not have been black listed / debarred by any of the government agencies / Private company or department or should not have been found guilty of commission of acts of moral turpitude or convicted for any economic offence or for violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations including by PF/ESI authorities or in violation of the Private Security Agencies(Regulation) Act, 2005.
 - j) The Tenderer should have minimum five years' experience in providing similar security services and have successfully completed the same. In support of this, tenderer should submit the copy of such work orders along with satisfactory

completion certificates issued from at least three or more clients.

- k) **Should have successfully completed at least ONE similar work of providing similar security services, each year, of value equal to Rs. 2 crores or more** in any Public Sector Company / Public Sector Bank / Central or State Government Undertaking/ Autonomous Institute / Corporate Establishment / Educational Institution/ Schools **during the last three years**. Attach Certificate of Experience and Satisfactory Completion of work awarded from concerned Establishments / Company.

3. Documents required in support of eligibility and Qualification:

Tenderer should submit the following documents along with Technical Bid:

- a) Self-Attested copy of Telephone bill / Electricity Bill / Registered Lease Deed indicating the address evidencing its location in such territory for the month of August 2022 and month of August 2024 (2 months only).
- b) Self-attested copy of Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a partnership deed duly registered under the Partnership Act.
- c) Self-attested copy of valid license for providing security services, as per Private Security Agencies (Regulation) Act, 2005.
- d) Self-attested copy of valid registration certificate of Labour Department / EPFO / ESIC.
- e) Statement of average annual turnover of last three years (i.e. 2021-22, 2022-23 and 2023-24), in support of eligibility criteria mentioned above, from a registered practicing Chartered Accountant.
- f) Audited Balance Sheet of last three financial years i.e. 2021-22, 2022-23 and 2023-24.
- g) EMD of required amount as specified in this tender document.
- h) Self-attested copy of GST registration certificate and PAN.
- i) Self-attested copies of work Orders and Client's Satisfactory Certificates.
- j) Declaration for not having been blacklisted by any State Government or by Government of India as per the format in this tender document.

4. Tender Validity

The validity period of the bid will be **90 days** from the date of closing of tender, which may be extended by the bidders for such period as may be requested by MDI Gurgaon. A proposal valid for a shorter period may be rejected as non-responsive.

5. Earnest Money Deposit (EMD)

- a. The interested bidders may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs. 5,00,000/- (Rupees Five Lakh Only) in the form of a Demand Draft / Fixed Deposit Receipt from a**

commercial bank, in favour of “Management Development Institute Society”, payable at Gurugram.

- b. Any Tender not accompanied by EMD shall be summarily rejected and not considered at all.
- c. EMD of the unsuccessful bidders will be returned to them without any interest within 30 days after finalization of tender.
- d. EMD of the successful bidder shall be returned on receipt of Performance Security in MDI Gurgaon and after signing the contract.
- e. EMD shall be forfeited if the bidder withdraws his bid during the validity period of Tender.
- f. The Earnest Money shall be forfeited if
 - (i) The Bidder / Tenderer withdraws his Tender during the validity period of Tender.
 - (ii) The Successful Bidder / Tenderer fails to comply with all the terms and conditions of the Tender Document during the currency of the contract.
 - (iii) The Successful Bidder / Tenderer fails to comply with the rules and regulations set forth by Government such as PF, ESI, Minimum Wages and other statutory requirements.

6. Preparation and Submission of Bids:

- a) Tenders are to be submitted as per two bid system i.e.- Technical Bid and Financial Bid.
- b) All entries in the tender form should be legible and filled clearly.
- c) Tender should be typewritten and every correction and interlineations in the bid should be attested with full signature by the tenderer, failing which the bid will be treated as ineligible. Corrections done with correction fluid should also be duly attested.
- d) All documents / papers should be numbered, signed and sealed by the Tenderer on each page.
- e) Technical Bid should contain all the documents required and EMD as specified in relevant paras. Technical Bid should also contain Tender Form, Declaration Form, Manpower Details, Performance Statement, and Details of Staff available with the Agency.
- f) Financial Bid should only contain the Price Schedule duly filled as per format given in Part VII. No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall liable to be rejected.
- g) The rates should be quoted for the services to be provided as per instructions given in the tender document and should not be less than minimum wages (as per notified by Labour Department for Gurgaon) applicable in which case the bid shall be rejected.

- h) Both the bids (Technical and Financial) separately sealed in envelopes superscribing as Technical Bid and Financial Bid, respectively. Both the sealed envelopes should be put in a third sealed envelope and should be superscribed as **“Engagement of Security Agency for Providing Security Services (24 Hours basis) at Management Development Institute Gurgaon”**.

7. Bid Submission:

Sealed Bids should be addressed and submitted along with requisite documents at Chief Administrative Officer (Institutional Services), MDI Gurgaon, Mehrauli Road, Sukhrali, Gurugram -122007 Haryana latest by **19 September 2024 upto 3 P.M.** through speed post/by hand only in the tender box placed at the IS department.

8. Late Bids:

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

9. Evaluation of Tenders/Bids:

- a) The committee constituted by the competent authority of MDI Gurgaon shall evaluate the Technical Bids with reference to technical requirements and various other commercial criteria given in the Tender Document. All eligibility conditions have to be satisfied on the date of submission of bid and not later.
- b) The bid of the bidders who submit their bid in the proper format and with the required EMD will be evaluated. The bids of the non-conforming bidders shall be rejected without further evaluation.
- c) Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder and shall not be evaluated.
- d) MDI Gurgaon may seek such clarification / information / document as may be required for it to satisfy the eligibility of the bidders. Failure on the part of the bidder to submit such information within the stipulated time may entail cancellation of the bid of such bidder.
- e) Only Technically qualified bids shall be further considered for opening and evaluation of financial bids.
- f) The matrix for evaluation of Technical Bids on the scale of 60 marks shall be as follows subject to the condition that the Minimum Qualifying Marks for Technical Bid would be 30 out of 60.

(A) TECHNICAL EVALUATION OF THE BIDS (Out of 60 Marks)

S. No	Criteria (Enclose self-attested document in support of proof)	Marks	Total Marks
1	Experience of Bidder in regularly providing Security Services		
	Between 5 years to 10 years	07 Marks	10
	More than 10 years	10 Marks	
2.	Registration of Companies		
	Partnership Firm/ Society	07 Marks	10
	Public Ltd. / LLP	10 Marks	
3.	Average Turnover of the Bidder during the last three consecutive Financial Years (i.e. 2021-22, 2022-23 and 2023-24) in providing similar security services		
	Turnover between Rs. 5 Crores to Rs. 10 Crores	7 Marks	15
	Turnover above Rs. 10 Crores to Rs. 20 Crores	10 Marks	
	Turnover above Rs. 20 Crores	15 Marks	
4.	Number of Trained Security Guards currently being provided by the agency in Public Sector Company/Bank/Central or State Government/ Autonomous Institute / Corporate Establishment of repute		
	(1) Between 150 to 500	05 Marks	10
	(2) Above 500 to Less than 750	07 Marks	
	(3) More than 750	10 Marks	
5.	Total Number of Trained Security Guards, Gunman, Security Supervisors (JCOs (Junior Commissioned Officers) retired from Army only) etc. working on the Pay Roll of Bidder duly supported by EPFO Challan for the month of July 2024.		
	(1) Between 150 to 500 manpower	07 Marks	15
	(2) Above 500 and less than 1000 manpower	10 Marks	
	(3) More than 1000 manpower	15 Marks	

(B) EVALUATION OF FINANCIAL BIDS (Out of 40 Marks):

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

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

The successful bidder shall be declared on the basis of final marks (100) obtained in technical evolution (60) + financial evaluation (40 marks) to highest scorer.

- 16 Each Bidder/Tenderer shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder/tenderer or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected

17 Award of Contract:

- a. MDI Gurgaon may award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- b. MDI Gurgaon will communicate to the successful bidder that its proposal has been accepted. This letter (herein after and in the condition of contract called the "Letter of Offer") shall prescribe the terms of payment to the contractor in consideration of the execution of work / services by the contractor as prescribed in the contract.
- c. The successful bidder will be required to execute an agreement with MDI Gurgaon.
- d. Failure of the successful bidder to comply with the requirements of the above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of EMD.

18 Performance Security Deposit and Award of Contract:

The successful bidder who is awarded the contract shall be required to deposit a **Performance Security Deposit of Rs 30 Lakhs** in the **form of Bank Guarantee** from any Scheduled Commercial Bank drawn in favour of **Management Development Institute Society** covering the period of contract and **180 days beyond the contract period**. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly extended/renewed by the successful Security

service Agency. All incidental charges whatsoever such as premium, commission etc. with respect to the Bank Guarantee shall be borne by the successful bidder. Non deposit of PBG within the stipulated time shall render the contract invalid at the discretion of MDI Gurgaon.

- (a) The successful Tenderer shall execute an Agreement on a non-judicial stamp paper of value Rs. 100/- (stamp duty to be paid by the tenderer) within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.
- (b) If the successful Tenderer fails to execute the agreement and/or to deposit the required security deposit within the specified time or withdraw his tender, after the intimation of acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him along with the tender shall stand forfeited by the Tender Inviting Authority.

19 Effectiveness and Duration of Contract

The contract shall come into effect on the date of signing the contract by both the parties. The contract shall be valid for a period of three years from the date of commencement of services. However, the security agency performance during the year will be evaluated/ assessed on completion of each year by MDI Gurgaon. On satisfactory performance the contract will continue for the next year.

20 Commencement of Services:

The security agency should commence the security services within 15 days of signing of contract or any other date mutually agreed by both the parties, however the same can be further extended with the mutual consent of both the parties.

- 21 The Competent Authority of MDI Gurgaon reserves the right to cancel all bids or discontinue this tender process, without assigning any reason at any time prior to signing of agreement with the successful bidder.
- 22 The bidder will be bound by the details furnished by him/her to MDI Gurgaon while submitting the tender or at subsequent stage. In case, any of such documents furnished if found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.
- 23 This document does not constitute nor should it be interpreted as an offer or invitation for the appointment of the Security Service Agency described herein.
- 24 This document is meant to provide information only and upon the express understanding that recipients will use it only for the purposes set out above. It does not purport to be all inclusive or contain all the information about the Security Service Agency or be the sole basis of any contract. No representation or warranty, expressed or implied, is or will be made as to the reliability, accuracy or the completeness of any of the information contained herein. It shall be assumed that there shall be no deviation or change in any of the herein mentioned information on the Security Service Agency. While this document has been prepared in good faith, neither MDI Gurgaon, nor any of

their officers make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly and expressly disclaimed by MDI Gurgaon and any of their officers or subscribers even if any loss or damage is caused by any act or omission on the part of MDI Gurgaon or any of their officers or subscribers, whether negligent or otherwise.

- 25 By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of MDI Gurgaon. MDI Gurgaon and any of their respective officers or subscribers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection of or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement.
- 26 This document constitutes no form of commitment on the part of MDI Gurgaon. Furthermore, this document confers neither the right nor an expectation on any party to participate in the proposed Security Service Agency selection process.
- 27 When any proposal is submitted pursuant to this Tender, it shall be presumed by MDI Gurgaon that the bidder has fully ascertained and ensured about its eligibility to render service as a Security Service Agency , in the event of the same being selected ultimately to act as such, under the respective governing laws and regulatory regime and that there is no statutory or regulatory prohibition or impediment to acting as such Security Service Agency and it has the necessary approvals and permissions and further suffers no disability in law or otherwise to act as such.
- 28 MDI Gurgaon reserves the right to vary / alter / amend the eligibility criteria for the security Service Agency at any time, in its discretion, before the last date of submission of proposals.
- 29 The Security Service Agency shall comply with and abide by such directions that MDI Gurgaon may issue from time to time.
- 30 The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documents received within the stipulated times shall become the property of MDI Gurgaon.
- 31 The proposal shall be valid for a period of three months from the date of opening of proposals. A proposal valid for a shorter period may be rejected as non-responsive.
- 32 Any matter relating to the appointment of security Service Agency or the procedure for the appointment of Security Service Agency shall be governed by the Laws of Union of India and state of Haryana from time-to-time Disputes, if any arising under the said process shall be subject to the exclusive jurisdiction of courts at Gurgaon.
- 33 If for any reason agency is not in a position to render services as required by Institute the Institute shall be entitled to terminate the contract by serving 3 months' notice to agency. Agency shall also have right to terminate contract by giving 3 months' notice in writing to institute so as to enable Institute to make alternative arrangement(s).

Part-IV

SCOPE OF WORK OF THE SECURITY AGENCY

The security agency shall have to provide round-the-clock security services at MDI Gurgaon Campus, as mentioned in this tender document. The agency shall ensure protection of the students, employees, property of MDI Gurgaon, prevent trespass with/without arms, perform watch and ward functions including night patrol on the various points, prevent entry of stray dogs, cattle and anti-social elements, unauthorized persons and vehicle etc. inside the MDI Gurgaon Campus. In case of any incident of theft, robbery, fight, accident etc. inside MDI Gurgaon campus premises, it is the responsibility of security agency to coordinate with Officials of the IS department in lodging requisite FIR/complaints etc. to the police.

DUTIES AND RESPONSIBILITIES OF SECURITY AGENCY

1. The security agency will be responsible for overall security arrangements at MDI Gurgaon Campus Premises covered in the contract.
2. Security agency will ensure that instructions of the Institutional Services (IS) department are strictly followed and there is no lapse.
3. No items are allowed to be taken out of the campus without valid Gate Passes issued by the competent officers as laid down in the contract for in-out movement of stores. The specimen signatures and contact number of these officers will be intimated to the security personnel.
4. Deployment of Trained Security Guards / Security Supervisors (Junior Commissioned Officers (JCOs) retired from Army only) /Gun man will be as per the instructions of the institute from time to time and the security agency will be responsible for their optimum utilization.
5. The guards on patrol duty should take care of all the water taps, valves, water hydrants etc. installed in the open all over the premises.
6. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsider or by any cattle.
7. The Security Guards / Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire-fighting material available on the spot. They will help the fire-fighting staff in extinguishing the fire or in any other natural calamities.
8. In emergency situations, security staff/supervisor/Security Officer deployed shall participate as per their role defined in the disaster plan, if any. Security personnel should be sensitized for their role in such situations.
9. The security guards shall assist the visitors in reaching their desired department/ locations.
10. The security guards on duty shall not leave the premises until his reliever reports for duty.
11. Any other duties / responsibilities assigned by the IS department may be incorporated in the agreement. The same shall also be binding on the contractor.

Part-V
TERMS AND CONDITIONS OF CONTRACT

1. The contract shall tentatively commence from and shall continue till unless, it is curtailed or terminated by MDI Gurgaon owing to deficiency of service, sub-standard quality of uniformed security staff deployed, breach of contract, etc. Non-compliance with any relevant labour laws, or change in requirements of MDI Gurgaon or for any other reasons as stipulated in the contract to be entered into with successful bidder at the following rates (Rs);
 - i) Trained Security Guard (Male)
 - ii) Trained Security Guard (Female)
 - iii) Trained Gunman
 - iv) Trained Security Supervisor (**JCOs retired from Army only**)
2. The contract shall be for a period of three years from the date of commencement of services. However, the security agency performance during the year will be evaluated/ assessed on completion of each year by MDI Gurgaon. On satisfactory performance the contract will be continued for the next year.
3. The security agency shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this contract to any other agency without the prior written consent of MDI Gurgaon.
4. MDI Gurgaon tentatively require 02 Security Supervisors (JCOs retired from Army only), 65 Security Guards (Male & Female) and 01 Gunman (during night shift only) (actual number may vary at any occasion). MDI Gurgaon requirement in respect of number of security staff provisioning by the security agency may increase or decrease marginally, during the period of initial contract also and the successful bidder, awarded the contract, would have to provide additional security staff, if required on the same terms and conditions.
5. If for any reason agency is not in a position to render the services as required by the Institute the Institute shall be entitled to terminate the contract by serving 3 months' notice to agency and the agency shall also have the right to terminate the contract by giving 3 months' notice in writing to institute so as to enable Institute to make alternative arrangement(s).
6. **The security agency shall not employ any person below the age of 30 yrs and above age of 50 years.** Employment of child labour will lead to termination of contract and legal action on the security agency.
7. The security personnel deployed by the agency shall remain to be the employees of the security agency at all times and all statutory liabilities will be paid by the security agency viz. ESI, PF, Gratuity, Workmen's Compensation Act, etc.
8. The security personnel deployed by the agency should be properly trained, have requisite experience and having the skills for carrying out a wide variety of Security and firefighting services using appropriate materials and tools/ equipment.

9. The agency shall engage only such guards and supervisors, whose antecedents and health have been thoroughly verified, including character and police verification and other formalities. Security agency shall be fully responsible for conduct of its personnel.
10. The security agency at all times should indemnify MDI Gurgaon against all claims, damages or compensation under the provisions of payment of wages Act 1936, Minimum wages Act 1948, Employer's Liability Act 1938, Workmen Compensation Act 1923, Private Security Agencies (Regulation) Act 2005, Industrial Disputes Act 1947, Maternity Benefit Act 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time in this regard. Payment of minimum wages, notified by the appropriate government, shall be ensured by the security agency at all the time.
11. Place of Duty, Working Hours and Punctuality:
 - a. The eight hours shift generally will be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shift are changeable and shall be fixed by MDI Gurgaon from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall be allowed as per mutual discussion.
 - b. The security personnel will have to report to the office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents / instructions, and to complete all other required formalities as approved by MDI Gurgaon.
12. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the agency deployed, the supervisory staff will move in their areas of responsibility.
13. The security staff engaged by the agency at MDI Gurgaon shall be always dressed in neat and clean uniform (including proper name badges), properly shaved and haircut.
14. The security staff deployed should be courteous and have pleasant mannerism in dealing with the faculty/ Staff / Visitors / students etc. and should project an image of utmost discipline. The agency shall have right to have any person moved in case of staff complaints or as decided by MDI Gurgaon, if the security staff is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
15. Compensation
 - a. In case any of agency's deployed under the contract is (are) absent, compensation equal to double the wages of number of guards / supervisors absent on that particular day shall be payable to MDI Gurgaon and the same shall be deducted from the agency's bills.
16. In case any of agency's guard/supervisor deployed under the contract fails to report in time and agency is unable to provide suitable substitute in time it will be treated as absence and compensation of double the wages shall be payable to MDI Gurgaon.

- b. In case any public complaint is received attributable to misconduct / misbehavior of agency's guards and if it is proved to the satisfaction of MDI administration, a penalty or Rs. 5000/- for each such incident shall be levied and the same shall be deducted from the agency's bill. Further the agency shall forthwith take steps for replacement of such guard.
17. The contractor shall bear all the expenses incurred on the items viz. provision of security uniform, ID cards, torches and cells, *lathis umbrella, winter clothing* and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
 18. The agency will provide to the IS department of MDI Gurgaon a list of all personnel along with their credentials so deployed with permanent and present address along with their latest photographs.
 19. It shall be responsibility of the agency to issue the employment card / photo / identity card to the workers and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Agency has to ensure that all its employees deployed in MDI Gurgaon invariably wear ID card during office hours.
 20. The agency shall replace within twenty-four hours any of its personnel, if they are unacceptable to the institute because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty / misconduct on the part of the security supplied by the agency, upon receiving written notice from the institute. Notwithstanding the above, the institute shall have the right to ask to change / replace the personnel at any point of time without assigning any reason.
 21. MDI Gurgaon shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the agency.
 22. The agency shall be responsible for any damages done to the property of the institute by the personnel so deployed. MDI Gurgaon will be free to recover it from the security deposit given by the agency or from any other dues or recover as per loss / damaged.
 23. The agency's personnel working in the MDI should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the MDI. The agency shall be responsible for any act of indiscipline on the part of persons deployed by him.
 24. The Security staff deployed by agency in MDI Gurgaon shall not claim any benefit, compensation, absorption or regularization of their services in MDI Gurgaon either under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The agency shall have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the agency and shall submit the said undertaking to MDI Gurgaon. In the event of any litigation on the status of the deployed persons, MDI Gurgaon shall not be a necessary party to such proceedings, however, in any event, either the deployed persons or to the order of the Court, MDI Gurgaon is made a party to such dispute, the agency shall take all steps to protect the interest of MDI Gurgaon and the agency shall reimburse the expenditure

that would have been borne by MDI Gurgaon to defend itself, if so required.

25. The agency shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, contraband drugs, *paan*, *gutkha*, smoking, loitering, use of mobile phones while on duty for entertainment purpose and shall not engage in gambling, *satta* or any immoral act.
26. The agency shall be solely responsible for making payment directly to the deployed Security staff by 7th of each month.
27. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by MDI Gurgaon from the agency.
28. The security personnel deployed by the agency shall work under overall supervision & direction of the agency and shall be guided by the Chief Administrative Officer (IS) / IS Department to the extent required.
29. The agency will properly maintain muster roll of the person employed / engaged in connection with the work at the premises of MDI Gurgaon.
30. The agency shall raise the invoice for the month, along with attendance sheet duly verified for actual shifts manned / operated by the personnel deployed by the agency, challan copy of ESIC and EPF deposits, and submit the same to MDI Gurgaon by 3rd of the succeeding month.
31. The agency will be solely responsible for making the payment directly to its deployed personnel; since there may be occasional delay in releasing payment by MDI Gurgaon to the agency due to contingencies, payment of wages to the deployed personnel by agency should not be linked with receiving of payment from MDI Gurgaon and shall be independent of the same.
32. Payment to security staff must be made by the agency through e-transfer only. To ensure this, agency will get a bank account opened for every engaged guards / security staff.
33. The agency will ensure that security staff engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted.
 - a. In order to ensure that such security staff get their entitled wages by 7th of the following month, the following schedule will be adhered to:
 - i) Monthly bill cycle will be from 1st day of the previous month to last day of the month.
 - ii) Monthly bill as per above cycle, will be submitted by the agency in first week of following month.
 - iii) The agency must ensure that entitled wages of the security staff are credited to their bank account on the 7th of the following month; agency will not be given any relaxation in this matter.

- b. While submitting the bill for the next month, the security agency must file a certificate certifying the following:
- i) Wages of security staff were credited to their bank accounts on (date).
 - ii) ESI Contribution relating to security staff amounting to Rs was deposited on (date). (Copy of the challan enclosed).
 - iii) EPF contribution relating to security staff amounting to Rs was deposited on (date) (Copy of the challan enclosed).
 - iv) The security agency is complying with all statutory labour Laws including applicable Minimum Wage Act.
- c. The agency should submit the bill in accordance with the above time schedule.
34. The entire financial liability in respect of security services deployed in MDI Gurgaon shall be that of the security agency and MDI Gurgaon will in no way be liable for the same.
35. For all intents and purposes, the security agency shall be the “Employer” within the meaning of different labour Legislations in respect of security personnel deployed by it. There shall be no claim by such deployed persons of any employment in MDI Gurgaon. The persons deployed by the security agency in MDI Gurgaon shall be the employees of security agency at all times and not have any stake or claims like employer and employee relationship against MDI Gurgaon.
36. The security agency shall be solely responsible for the redressal of grievances if any of its staff deployed in MDI Gurgaon. MDI Gurgaon shall, in no way, be responsible for settlement of such issues whatsoever.
37. MDI Gurgaon shall not be responsible for any financial loss or any liabilities arising out of accident or death to any of the security staff deployed by security agency in the course of their performing the functions / duties or for payment towards any compensation.
38. Adequate supervision will be provided to ensure correct & effective performance of the security services in accordance with the prevailing assignment and instructions agreed upon between the two parties. The security personnel shall ensure that there is no unidentified / unclaimed / suspicious objects / person in the buildings / premises. The vehicles that enter into the premises must be identified, noted in the register and parked at designated places.
39. The security agency's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements administrative / organizational matters as all are of confidential / secret nature.
40. The security agency will be responsible for compliance of all statutory provisions including Minimum Wages, Provident Fund, and Employees State Insurance, contract labour and any other applicable law in respect of the persons deployed by them in MDI Gurgaon. MDI Gurgaon shall have no liability in this regard. Payment of the bill will be made only after successful submission of statutory payment receipts.

41. The security agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to MDI Gurgaon to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
42. The security agency shall maintain all statutory registers under the Law and submit periodical returns and statements. Security agency shall produce the same, on demand, to the concerned authorities and to MDI Gurgaon or any other authority under Law.
43. The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act / Rules, as amended from time to time and a certificate to this effect shall be provided to the security agency by MDI Gurgaon.
44. In case, the security agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof MDI Gurgaon is put to any loss / obligation, monetary or otherwise, MDI Gurgaon will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the security agency, to the extent of the loss or obligation in monetary terms or shall be entitled to recover the same by legal recourse.
45. The security agency shall submit proof of deposit of PF / ESI and of other statutory dues, payable by it in respect of its security staff, deployed in MDI Gurgaon, which shall be a condition precedent for payment of its bills.
46. In case of breach of any terms and conditions as specified in the contract and signed between the parties, the Performance Security Deposit of the security agency will be liable to be forfeited by MDI Gurgaon besides, annulment of the contract and other legal resource.
47. The successful bidder who is awarded the contract by MDI Gurgaon will retain all the documentary proof/papers deposited with the respective statutory bodies/ Government departments, i.e., Employees State Insurance, Provident Fund and GST. All such documents/papers will be necessarily submitted within seven days by the Security agency as and when they are requisitioned by MDI Gurgaon, failing which a penalty **of Rs. 1000/- per day** shall be deducted from the monthly bill of the agency.
48. MDI Gurgaon reserves the right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage for the smooth and timely provision of services.
49. Any delay or forbearance on the part of MDI Gurgaon or any waiver of its rights or condonation of any acts, on the part of MDI Gurgaon shall not be construed as a waiver of the obligations of the agency and it shall continue to be liable for all such acts or defaults.

Part-VI

BIDDER DETAILS FORM

**“Engagement of Security Agency for Providing Security Services (24 Hours basis)
at Management Development Institute Gurgaon”**

S.No	Description	Information
1	Name of Tendering Security Agency	
2	Date of Incorporation of Company (Attach ROC Registration certificate/, Registered Partnership Deed)/Firm	
3	Details of Earnest Money Deposit	DD No. date of Rs. 5,00,000/- drawn on Bank Payable at Gurugram.
4	Name of Director/ Partner	
5	Full Address of Registered Office: Telephone No.: FAX No.: E-Mail Address :	
6	Full address of Operating Branch/Office: Telephone No. FAX No. E-Mail Address	
7	Banker of the Security agency (Attach certified copy of statement of A/c for the current financial year)	
8	PAN No./GIR No. (Attach attested copy)	
9	GST Registration No (in respect of Security Services) (Attach attested copy)	
10	Employee Provident Fund Registration No.	
11	Employee State Insurance Registration No.:	

BIDDER DETAILS FORM (Contd.)

1. Exclusive Income from providing Security Services by the tendering Security agency during the three financial years mentioned below, duly certified by a Chartered Accountant (Attach separate sheet if space provided is insufficient). Also, please submit copy of the balance sheets of three financial years mentioned below.

Financial Year	Amount (Rs.)	Remarks, if any
2021-22		
2022-23		
2023-24		

2. Give details of the major similar contracts handled by the tendering Security Service Agency during the last three years (i.e. 2021-22, 2022-23 and 2023-24) in the following format (if the space provided is insufficient, a separate sheet may be attached):

S.No	Name of the Client, Address, Telephone No.	Security Services Provided		Amount of Contract (INR)	Duration of Contract	
		Type of Security	No.		From	TO
1						
2						
3						

4. Submit details in the format above of at least three clients in each financial year to whom security services have been provided by tendering security agency. The certificate should preferably be from Govt./PSU clients or reputed companies and the same should be submitted in original or the copy of it, should be self-attested.

5. Additional information, if any. (Attach separate sheet, if required)

Signature of authorized person

Date:

Name:

Place:

Seal:

Part-VII

FINANCIAL BID FORMAT

(To be printed by the agency on letter head)

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

Chief Administrative Officer (Institutional Services)
Management Development Institute Gurgaon
Mehrauli Road, Sukhrali Gurgaon-122007 (Haryana)

Dear Sir/Madam,

Ref: **Engagement of Security Agency for Providing Security Services (24 Hours basis) at Management Development Institute Gurgaon**

Having examined the Tender documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the Tender for Selection of Security Services Agency.

To meet such requirements and to provide services as set out in the tender document, we attach hereto our response as required by the tender document, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the terms and conditions put forward in the tender and the agreement to be entered with MDI Gurgaon. If our proposal is accepted, we will submit a Performance Bank Guarantee issued by a scheduled commercial bank in India as acceptable to MDI Gurgaon.

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

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

Dated this Day of 2024 (Signature) (In the capacity of)

Duly authorized to sign the bid response for and behalf of:
(Name and Address of Company)

(Seal/Stamp of bidder) Witness Signature:

Witness Name:

Witness Address:.....

Part-VIII

SELF-DECLARATION - NON-BLACK LISTING

(To be printed by the agency on letter head and be sealed in the Technical Bid envelope)

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

Chief Administrative Officer (Institutional Services)
Management Development Institute Gurgaon
Mehrauli Road, Sukhrali, Gurgaon-122007 (Haryana)

Dear Sir/Madam,

Ref: **Engagement of Security Agency for Providing Security Services (24 Hours basis) at Management Development Institute Gurgaon**

In response to the Tender Document for Selection of Security agency for MDI Gurgaon, I/we hereby declare that presently our company / firm ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State / Central Government / PSU / Autonomous Body.

We further declare that presently our Company / firm is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State / Central Government / PSU / Autonomous Body on the date of Bid Submission including violation of relevant labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be barred from bidding in future against any other tender.

Thanking you,

Place:.....

Date:

Signature:

Name:.....

Seal of the Organization

Part-IX

SERVICE LEVEL AGREEMENT (SLA)

Sl. No.	Service Level Agreement	Baseline	Penalties For Breach		
			1 ST Instance	2 nd Instance	3 rd Instance
1.	If security agency staff (security supervisor, guards and gunman) found misconducted/ misbehaved in any manner or resort to any violent behavior etc.	No instance	Replacement of security staff and Rs 5000/- fine on the security agency.	Replacement of security staff and Rs 10,000/- fine on the security agency.	Replacement of security staff and Rs 25000/- fine on the security agency.
2.	Security personnel not found in proper uniform	No instance	Rs 1000/- penalty per person on the security agency.	Rs 2500/- penalty per person on the security agency.	Rs 5000/- penalty per person on the security agency.
4.	Security personnel found indulging in drinking, consuming drugs or sleeping on duty	Zero instance	Immediate removal of the security personnel apart from deduction of 2000/- penalty on the security agency.	Immediate removal of the security personnel apart from deduction of 5000/- penalty on the security agency.	Immediate removal of the security personnel apart from deduction of 10000/- penalty on the security agency.
6	In case of expiry of any of the licenses required for performing the services such as PSRA etc.		Termination of the contract		
7	Delay in payments of take-home remuneration by the Security Agency to the security staff deployed at MDI Gurgaon, Delay in deposit of EPF and ESI (both employee and employer share)		Rs 1000/- for each default		
8	case of violation of Minimum wages Act, Contract Labor Act and other compliance etc. as applicable from time to time to the security agency		Penalty of Rs 25000/- for default in addition to termination of contract and all responsibility on account of violation shall be responsibility of Service Agency engaged by the Institute		
9	Cumulative penalty		Cumulative penalty shall not exceed 10% of the total contract value per annum and in case exceeds contract is liable to be cancelled		

PART X
FINANCIAL BID

“Engagement of Security Agency for Providing Security Services (24 Hours basis) at Management Development Institute Gurgaon”

(To be printed on the agency letter head and sealed in separate envelope marked - Financial Bid)

Station - MDI Gurgaon, Gurugram, Haryana for carrying out 12 hours duty per day basis		Rates per person per month in INR (Rs)			
		Security Guard (Male)	Security Guard (Female)	Gunman (Male)	Security Supervisors (Male) - Retired JCOs from Army only
A	Wages				
	HRA				
	Washing Allowance				
	Total Wages @ 12 Hrs				
	PF				
	ESIC				
	Gratuity				
	Bonus @				
	LWF				
	Sub-Total of Above				
B	Relieving Charges				
	Total of (A+B)				
C	Management Fees/Service Charges @				
	Grand Total (A+B+C)				

Note: 1. GST as applicable shall be paid.

2. Quote Monthly Rate for providing Walkie Talkie set @ (Rs)per set (for information)

It is certified that rates quoted above (A+B) are as per the Minimum Wages Act, Haryana. If the rates of any post quoted are less than the minimum wages as prescribed by Minimum Wages Act, Haryana rates, the bid will be rejected.

Signature of authorized person

Date: _____ Full Name:

Place: _____ Office Seal: _____ Signature of authorized signatory.....

PART XI

CHECK LIST FOR BIDDER

Sl. No.	Details	Please mention if the document attached YES/NO
a.	Self-attested copy of Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a partnership deed duly registered under the Partnership Act.	
b.	Self-attested copy of the Company Registration Certificate and Profile of the Company.	
c.	Self-Attested copy of Telephone bill / Electricity Bill / Registered Lease Deed indicating the address evidencing its location in such territory for the month of August 2022 and month of August 2024 (2 months only).	
d.	Self-attested copy of valid license for providing security services, as per Private Security Agencies (Regulation) Act, 2005.	
e.	Self-attested copy of valid registration certificate of Labour Department / EPFO / ESIC.	
f.	Self-attested copies of the GST registration certificate and PAN.	
g.	Statement of Average Annual Turnover of last three years (i.e. 2021-22, 2022-23 and 2023-24), in support of eligibility criteria from a registered practicing Chartered Accountant.	
h.	Audited Balance Sheet of last three financial years i.e. 2021-22, 2022-23 and 2023-24.	
i.	EMD of required amount as specified in this tender document.	
j.	Crossed Bank Account Cheque of the company.	
k.	Self-Declaration for not having been blacklisted by any State Government or by Government of India as per the format in this tender document.	

l.	Self-attested copies of Experience proof documents (Work Orders/P.O. and Successfully Completion certificates) issued by the competent authorities of the organizations served on the organizations letter head.	
n.	Tender Document dully signed and official stamped on all the pages submitted in original with the Technical Bid.	
o.	Proof in respect of Number of Trained Security Guards currently being provided by the agency in Public Sector Company/Bank/Central or State Government/ Autonomous Institute / Corporate Establishment of repute	
p.	Proof in respect of Total Number of Trained Security Guards, gunman, security supervisors (including JCOs (Junior Commissioned Officers) retired from Army) etc. working on the Pay Roll of Bidder duly supported by EPFO Challan for the month of July 2024.	
q.	Self-attested copies of ISO 9001 (Quality Management System) and ISO 18788 (Management System for Private Security Operations) certification.	