

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	10-10-2022 18:00:00
<b>Bid Opening Date/Time</b>	10-10-2022 18:30:00
<b>Bid Offer Validity (From End Date)</b>	90 (Days)
<b>Ministry/State Name</b>	Ministry Of Textiles
<b>Department Name</b>	Na
<b>Organisation Name</b>	National Institute Of Fashion Technology (nift) Head Office New Delhi
<b>Office Name</b>	Nift Campus Near Gulmohar Park Hauzkhas, New Delhi 110016
<b>Item Category</b>	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Security Supervisor , Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard
<b>Contract Period</b>	1 Year(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	150 Lakh (s)
<b>Years of Past Experience Required for same/similar service</b>	2 Year (s)
<b>Past Experience of Similar Services required</b>	Yes
<b>MSE Exemption for Years Of Experience and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Estimated Bid Value</b>	15000000
<b>Evaluation Method</b>	Total value wise evaluation

### EMD Detail

Advisory Bank	AXIS BANK LTD
EMD Percentage(%)	5.00
EMD Amount	750000

#### ePBG Detail

Advisory Bank	AXIS BANK LTD
ePBG Percentage(%)	10.00
Duration of ePBG required (Months).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### Beneficiary:

Assistant Director  
NATIONAL INSTITUTE OF FASHION TECHNOLOGY No. 21, 27th Main Road, 16th Cross, Sector -1, HSR Layout,  
Bengaluru - 560102  
(Nagaraj .t.r.)

#### Splitting

Bid splitting not applied.

#### MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as

defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

#### **Additional Qualification/Data Required**

**The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for eachcontract of providing manpower services to Central/ State Government Departments/ Public SectorUndertakings/ Autonomous Bodies in last N financial years:**Executed 3 projects, contact value not less than Rs.50/- lakhs in each contract of security manpower to central/state Govt./PSU/Autonomous in last 2 FY with one live project in Bengaluru.

**The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in eachcontract of providing manpower services to Central/ State Government Departments/ Public SectorUndertakings/ Autonomous Bodies in last N financial years:**Min.15 persons of guards

**Geographic Presence: Office registration certificate:**Head Officer or at least branch in Bengaluru

**Scope Of Work For the Service:**[1663933019.pdf](#)

#### **Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Security Supervisor ( 3 )**

#### **Technical Specifications**

Specification	Values
<b>Core</b>	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Security Supervisor
Category of Skills	Highly Skilled
Gender	Male
Duty Hours in a day	8
Qualification	Secondary School
Ex Servicemen	Optional
Age Limit	Up to 55 years
Years of Experience	3 – 6 years
Additional Requirements for the Security Personnel	PREFEREBLY EXSERVICEMEN TRAINED AND EXPERIENCED WITH THREE YEARS

Specification	Values
<b>Addon(s)</b>	
<b>Additional Details</b>	
Title For Optional Allowances 2	0
Title For Optional Allowances 3	0
Title For Optional Allowances 1	0

#### Additional Specification Documents

#### Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of resources to be hired	Additional Requirement
1	Nagaraj .T.R.	560102,NATIONAL INSTITUTE OF FASHION TECHNOLOGY, C.A. Site 21, 16th Cross, 27th Main, HSR Layout, Sector-1, BENGALURU	3	<ul style="list-style-type: none"> <li>Number of working days in a month : 30</li> <li>Basic Pay (Minimum daily wage) : 919</li> <li>Bonus (INR per day) : 0</li> <li>EDLI (INR per day) : 4.595</li> <li>EPF Admin charge (INR per day) : 4.595</li> <li>ESI (INR per day) : 29.8675</li> <li>Non Mandatory Compliance 1 (in Rupees) : 0</li> <li>Non Mandatory Compliance 2 (in Rupees) : 0</li> <li>Non Mandatory Compliance 3 (in Rupees) : 0</li> <li>Provident Fund (INR per day) : 110.28</li> <li>Tenure/ Duration of Employment : 12</li> </ul>

#### Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard ( 14 )

#### Technical Specifications

Specification	Values
<b>Core</b>	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Semi skilled , Highly Skilled
Gender	Male
Duty Hours in a day	8
Qualification	High School
Ex Servicemen	Optional
Age Limit	Up to 55 years
Years of Experience	3 – 6 years
Additional Requirements for the Security Personnel	PREFEREBLY EXSERVICEMEN TRAINED AND EXPERIENCED WITH THREE YEARS
<b>Addon(s)</b>	
<b>Additional Details</b>	
Title For Optional Allowances 2	0
Title For Optional Allowances 3	0
Title For Optional Allowances 1	0

#### Additional Specification Documents

#### Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of resources to be hired	Additional Requirement

S.No.	Consignee/Reporting Officer	Address	Number of resources to be hired	Additional Requirement
1	Nagaraj .T.R.	560102,NATIONAL INSTITUTE OF FASHION TECHNOLOGY, C.A. Site 21, 16th Cross, 27th Main, HSR Layout, Sector-1, BENGALURU	14	<ul style="list-style-type: none"> <li>• Number of working days in a month : 30</li> <li>• Provident Fund (INR per day) : 101.52</li> <li>• EDLI (INR per day) : 4.23</li> <li>• ESI (INR per day) : 27.495</li> <li>• EPF Admin charge (INR per day) : 4.23</li> <li>• Bonus (INR per day) : 0</li> <li>• Non Mandatory Compliance 1 (in Rupees) : 0</li> <li>• Non Mandatory Compliance 2 (in Rupees) : 0</li> <li>• Non Mandatory Compliance 3 (in Rupees) : 0</li> <li>• Tenure/ Duration of Employment : 12</li> <li>• Basic Pay (Minimum daily wage) : 846</li> </ul>

### Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard ( 12 )

#### Technical Specifications

Specification	Values
<b>Core</b>	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Skilled
Gender	Male
Duty Hours in a day	8
Qualification	High School
Ex Servicemen	Optional
Age Limit	Up to 55 years
Years of Experience	3 - 6 years
Additional Requirements for the Security Personnel	WELL TRAINED WITH THREE YEAR EXPERIENCE

Specification	Values
<b>Addon(s)</b>	
<b>Additional Details</b>	
Title For Optional Allowances 2	
Title For Optional Allowances 3	
Title For Optional Allowances 1	

#### Additional Specification Documents

#### Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of resources to be hired	Additional Requirement
1	Nagaraj .T.R.	560102,NATIONAL INSTITUTE OF FASHION TECHNOLOGY, C.A. Site 21, 16th Cross, 27th Main, HSR Layout, Sector-1, BENGALURU	12	<ul style="list-style-type: none"> <li>• Number of working days in a month : 26</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 4.23</li> <li>• EPF Admin charge (INR per day) : 4.23</li> <li>• ESI (INR per day) : 27.495</li> <li>• Provident Fund (INR per day) : 101.52</li> <li>• Non Mandatory Compliance 1 (in Rupees) : 0</li> <li>• Non Mandatory Compliance 2 (in Rupees) : 0</li> <li>• Non Mandatory Compliance 3 (in Rupees) : 0</li> <li>• Tenure/ Duration of Employment : 12</li> <li>• Basic Pay (Minimum daily wage) : 846</li> </ul>

#### Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard ( 7 )

#### Technical Specifications

Specification	Values
<b>Core</b>	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Skilled , Semi skilled
Gender	Female
Duty Hours in a day	8
Qualification	High School
Ex Servicemen	Optional
Age Limit	Up to 55 years
Years of Experience	3 – 6 years
Additional Requirements for the Security Personnel	WELL TRAINED WITH THREE YEAR EXPERIENCE
<b>Addon(s)</b>	
<b>Additional Details</b>	
Title For Optional Allowances 2	
Title For Optional Allowances 3	
Title For Optional Allowances 1	

#### Additional Specification Documents

#### Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of resources to be hired	Additional Requirement
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S.No.	Consignee/Reporting Officer	Address	Number of resources to be hired	Additional Requirement
1	Nagaraj .T.R.	560102,NATIONAL INSTITUTE OF FASHION TECHNOLOGY, C.A. Site 21, 16th Cross, 27th Main, HSR Layout, Sector-1, BENGALURU	7	<ul style="list-style-type: none"> <li>• Number of working days in a month : 30</li> <li>• Basic Pay (Minimum daily wage) : 846</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 4.23</li> <li>• EPF Admin charge (INR per day) : 4.23</li> <li>• ESI (INR per day) : 27.495</li> <li>• Non Mandatory Compliance 1 (in Rupees) : 0</li> <li>• Non Mandatory Compliance 2 (in Rupees) : 0</li> <li>• Non Mandatory Compliance 3 (in Rupees) : 0</li> <li>• Provident Fund (INR per day) : 101.52</li> <li>• Tenure/ Duration of Employment : 12</li> </ul>

## Buyer Added Bid Specific Terms and Conditions

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- The Seller fails to comply with any material term of the Contract.
- The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- The Seller becomes bankrupt or goes into liquidation.
- The Seller makes a general assignment for the benefit of creditors.
- A receiver is appointed for any substantial property owned by the Seller.
- The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

### 3. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

### 4. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

### 5. **Purchase Preference (Centre)**

Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

### 6. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

### 7. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

### 8. **Service & Support**

The Service Provider is required to have at least 40 % of the required manpower on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.

### 9. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

### 10. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

### 11. **Past Project Experience**

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the

- invoices have been executed.
- b. Execution certificate by client with order value.
  - c. Any other document in support of order execution like Third Party Inspection release note, etc.

## 12. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of NATIONAL INSTITUTE OF FASHION TECHNOLOGY payable at Bengaluru.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 13. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

## 14. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name NATIONAL INSTITUTE OF FASHION TECHNOLOGY Account No. 546202050000013 IFSC Code UBIN0568864 Bank Name Union Bank of India, Branch address NIFT Campus, HSR Layout, Bengaluru - 560102.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

## 15. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of NATIONAL INSTITUTE OF FASHION TECHNOLOGY payable at BENGALURU. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

## 16. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of THE DIRECTOR, NATIONAL INSTITUTE OF FASHION TECHNOLOGY, BENGALURU A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

## 17. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name NATIONAL INSTITUTE OF FASHION TECHNOLOGY Account No. 546202050000013 IFSC Code UBIN0568864 Bank Name Union Bank of India, Branch address NIFT Campus, HSR Layout, Bengaluru - 560102. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

## 18. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

## 19. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

The bidder is advised to visit and examine the service providing site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparation of bid. The cost of the visiting the service providing site (NIFT Bengaluru, HSR Layout) shall be borne by the bidder.

The % (percentage) of service charge should comprises of all estimated expenditure payable GeM authority (registration charges, Annual milestone charges etc.), GST, TDS, any other statutory deduction and agency expenditure.

A dedicated contact person will be provided to NIFT.

The agency must have own office in Bengaluru for immediate response. No exception will be made in this clause.

Any Company/Agency/Firms/ that have provided any contract services to NIFT Bengaluru for continuously 3 years (prior to this contract) in the past 7 years are not eligible to participate in this tender process and it will not be considered for any subsequent contract.

No agencies will be awarded more than one contract (Security Service, House Keeping Service or Manpower Service) at a time. "In order that no vested interests are developed in the campus, it is felt imperative that companies/firms/any other service providers who have rendered services previously for any three continuous years or more in the past 7 years shall be barred from participation".

In no case, wage of personnel supplied should be less than the minimum mandatory rates/ wages per month per person as prescribed by Central government.

The Security service contract shall be valid initially for a period of one year only from the date of award of the contract. The contract could be renewed maximum two years only in writing on yearly basis on the same rate

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the [General Terms and Conditions](#), conditons stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level

Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**



राष्ट्रीय फैशन प्रौद्योगिकी संस्थान  
NATIONAL INSTITUTE OF FASHION TECHNOLOGY

**NATIONAL INSTITUTE OF FASHION TECHNOLOGY, BENGALURU.**

**ई-सेवा निविदा सूचना**  
**E-SERVICE TENDER NOTICE**

**सुरक्षा सेवा प्रदान करने के लिए निविदा दस्तावेज**  
**Tender Document for providing Security Service**

**E-Tender (open) No. 11/NIFT-B/Pur./Security Service/2022-23**

Time schedule for tender process

Date of publication of E-tender notification in GEM Portal	As notified in GEM portal
Tender document available in GEM Portal commence from	As notified in GEM portal
Bid submission start date in GEM Portal	As notified in GEM portal
Last date / time for download in GEM Portal	As notified in GEM portal
Last date for submission of filled in tenders in GEM Portal	As notified in GEM portal
Time and date of the opening tenders - GEM Portal	As per GeM after the date as notified in GEM portal
Date and Time of the opening Financial Bids	will be notified to the technically qualified bidders

**Note: 1. This tender document contains 20 pages and bidders are requested to sign on all the pages.**

**2. Tender form will be accepted only through the online mode through the GEM portal**

**NIFT CAMPUS, C.A. Site No. 21, 16<sup>th</sup> Cross, 27<sup>th</sup> Main Road, Sector – I,  
H.S.R. Layout, Bengaluru – 560 102, Phone: 91-80- 2255 2550 to 55**

**E-mail: [admin.bengaluru@nift.ac.in](mailto:admin.bengaluru@nift.ac.in)**

**Web: <https://www.nift.ac.in/bengaluru/tenders>**

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**A. 1. INTRODUCTION:**

- 1.1 National Institute of Fashion Technology (NIFT) was set up by the Ministry of Textiles, Government of India in 1986 which has been accorded statutory status under the Act of Parliament in 2006 (NIFT Act 2006) for the promotion and development of education and research in field of Fashion Technology. NIFT provides fashion business education across the country through its network of 17 centers. It provides four years under graduate (UG) program in design and technology, two years post graduate (PG) program in design, fashion management & fashion technology and short duration education program to address the specialized needs of professional and students in the field of fashion. NIFT has its head office at New Delhi with its campuses located at Bengaluru, Bhopal, Bhubaneswar, Chennai, Daman, Gandhinagar, Hyderabad, Jodhpur, Kangra, Kannur, Kolkata, Mumbai, New Delhi, Panchkula, Patna, Raibareli, Shillong and Srinagar.
- 1.2 NIFT, Bengaluru centre was established in the year 1997 with undergraduate and post graduate programmes. NIFT, Bengaluru invites online tender from interested agencies with all necessary statutory registrations, having experience in providing Security Service at NIFT Bengaluru” having experience at least 3 years in the same field.

## **2. NOTICE INVITING TENDER:**

2.1 NIFT BENGALURU Centre invites sealed tenders through e-portal under "**TWO BIDS SYSTEM**" for selection of an agency for the purpose of hiring Security Service at the NIFT Campus, situated at HSR Lay out, Bengaluru – 560102, in order to maintain the proper security and student overall care at NIFT campus and at its hostels. Tenderer should take care to submit the tender in accordance with requirement. NIFT will not entertain any modifications subsequent to opening of bids and bids not conforming to tender conditions shall be liable to be rejected. Therefore, bidders are advised to submit their bids complete in all respects as per requirement of tender document specifying their acceptance to all the clauses of Bid Evaluation Criteria, GeM terms and condition, Additional terms and Condition, Special terms and condition, General terms and conditions and compliance to the Scope of Work requirement etc.,

**2.2 Closing date & time for submission of online bids: As notified in GeM portal.**

**2.3 Date & time of opening of Technical Bid online: As notified in GeM portal**

- Price Bid: After evaluation of Technical Bid
- Bid validity up to: **90 days** from the date of opening of Price Bid
- Correspondence Address: The Director, National Institute of Fashion Technology, NIFT Campus, No.21, **16<sup>th</sup> Cross, 27<sup>th</sup> Main Road, Sector – 1, HSR Layout, Bengaluru – 560 102.**

## **3. SUBMISSION OF BIDS through GeM -portal:**

- 3.1 The tender document is not transferable to any other person.
- 3.2 Applications to this tender will be accepted only through the Gem portal only. No other mode of application will be considered & application will not be accepted
- 3.3 Tender documents details are also available for viewing on the NIFT website <https://www.nift.ac.in/bengaluru/tenders>.
- 3.4 The Service provider should ensure that it complies with the requirements as per works before applying for tender.
- 3.5 The TECHNICAL BID must contain the technical bid in prescribed Performa along with:
  - I. Earnest Money Deposit (As indicate in GeM Bid)
  - II. The service provider should submit the copy of the document as reference in Annexure- I
  - III. Any other detail/ confirmation asked in specifications.
  - IV. In case of any clarification required relating to this tender, the same can be sought from the following officers of NIFT:

a. **Mr. Nagaraj T.R Asst. Director, 09980330771, [ad.bengaluru@nift.ac.in](mailto:ad.bengaluru@nift.ac.in)**

b. **Mr. Padmanabha M.R, Sr. Asst. 09448886307, [admin.bengaluru@nift.ac.in](mailto:admin.bengaluru@nift.ac.in)**

3.6 **TECHNICAL BID ENVELOPE** must contain the technical bid in prescribed Performa along with Earnest Money Deposit (Demand Draft for Rs.7,50,000/-) in favour of NIFT payable at Bengaluru. If bidder is exempted from EMD, they should submit supporting documents (NSIC / MSME certificate) along with the Bid Security Declaration (Enclosure I)

3.7 **TECHNICAL BID - The technical bid must contain all the technical information (the documents should also be scanned and uploaded in GeM portal)**

- Technical Bid shall contain: - Original Tender Document (except Financial Bid) duly signed & Stamped on all pages of tender documents as acceptance of tender conditions should be uploaded, **Earnest Money Deposit: Rs 7,50,000/-** drawn in favor of **National Institute of Fashion Technology, Bengaluru and payable at Bengaluru, should reach this office within two days after last date for submission of online bids** along with all relevant self-attested documents in support of eligibility and experience criteria (as details in Check list for providing security service -



- Annexure -I) . If bidder is exempted from EMD, they should submit supporting documents (NSIC / MSME certificate) along with the Bid Security Declaration (Enclosure-I).
- Service Provider can also pay EMD through RTGS / NEFT, to **National Institute of Fashion Technology, Bengaluru**, bearing **Account No: 546202050000013**, with **IFSC Code – UBIN0568864, Union Bank of India, Branch NIFT Campus, HSR Layout, Bengaluru - 560002** (details of fund transferred should be enclosed along with in the bid).
  - Cheque will not be accepted towards Earnest Money Deposit.
  - Tender document without EMD shall be rejected.
  - For exemption of EMD, supporting documents should be attached (copy of MSME/NSIC registration certificate along with Enclosure -I).
- i. Original Tender Document (except Price Bid) Duly signed & Stamped on all pages of tender documents as acceptance of tender conditions along with Technical Bid form with all relevant documents with self-attestation to be enclosed
- ii. Technical Bid document should be presented in the order as per the Checklist for providing Security service Annexure – I
- EMD – DD of Rs.**7,50,000/-** **OR** EMD exception details submitted along with Enclosure - I
  - Undertaking & acceptance letter by the service provider (on original stationery) Enclosure - II
  - Copy of Shop and Establishment certificate
  - Copy of Company Registration Certificate  
(Copy of valid registration certificate / license with Labour Department under Contract Labour (Regulation & Abolition) Act, 1970)
  - Copy of Service Tax registration / GST Certificate
  - Copy of License under Contract Labour Act
  - Copy of EPF Registration with Regional PF Commissioner
  - Copy of ESI Registration  
(Copy of EPF A/c No. and ESI No. In case Agency's establishment is not registered with PF & ESI Authorities, the Agency shall furnish an undertaking that in the event their establishment falls under the purview of PF & ESI Act during the execution of Contract, then the Agency shall get their establishment registered under PF & ESI and they shall also be solely responsible to fulfill the obligation of PF & ESI at no extra cost to NIFT)
  - Copy of PAN Card (PAN Number in Agency's letter head and Copy of income tax return filed by agency during last 3 financial years indicating PAN number)
  - Copy of IT returns for last two years
  - Copy of Audited Annual financial statements for last two years (Audited Balance Sheets and Profit & Loss Statements for last two years (2020-21, 2021-22).
  - List of Clients - to where service provided in last 3 years (copy of Evidence of successful completion of at least 3 (three) orders)
  - ❖ Letters of reference from the previous organizations with regard to work done with complete contact details of concerned officials in those projects with telephone numbers, address, email, etc. along with scope of work.
  - company or firm must be registered under private security Act 2005
  - Copy of partnership deed for partnership firm or Memorandum of understanding (MOU) and Article or Association (AOA) including Certificate of Incorporation for change in name, if any, for limited/ private limited company.
  - Any other detail/ confirmation asked in specifications.
- iii. The tender shall be awarded to the lowest financial bidder. The EMD of unsuccessful bidders will be refunded in due course of time. Tenderers who satisfy the technical conditions stipulated in the tender document and who have enclosed all the documents (as listed Annexure - I) required will

alone be considered as qualified Tenderers and alone will be considered for “**Opening the Financial Bid**”. For the items mentioned in Financial Bid the lowest price quoted is the criterion for selection.

**iv. If there is one or more L1 offers found in Financial Bid, the decision of NIFT authority is final (Preference will be given to Local service providers or to choose by Running GeM options)**

3.8 In case of any clarification required relating to this tender, the same can be sought from the following officials of NIFT:

**3.9 TECHNICAL QUALIFICATION AND BID EVALUATION CRITERIA**

- The bidder should have at least three-year experience (as on 31.03.2022) in providing workforce to Central/ State Government Organizations/ banks/ autonomous organizations or reputed educational institutions.
- The bidder must have at least 10 personnel continuously on roll for the last six months.
- The annual turnover of the Agency by way of providing similar services, in the last two years (2020-21 and 2021-22). The minimum annual turnover for past two years should not be less than Rs.1,50,00,000 (Rupees One Crore fifty lakhs only), which should be substantiated by financial accounts and IT returns, copy of audited Statement of Profit & Loss and Income tax returns with matching PAN No. must be enclosed. **OR** The bidder must have executed at least one single order of 80% values of the bid or 2 order each of 50% value of the bid or 3 orders each of 40% value of the Bid similar service(s) in last three years to Govt/ PSU/ Limited Company. Copy of agreement/ Work order must be attached along with ‘good performance certificate’ issued by the concerned organizations clearly mentioning number of manpower deployed. Similar work means providing workforces in all categories such as skilled/ semiskilled/ highly skilled etc.
- The bidder should have a valid registration/ license with the appropriate registering/ licensing authority for supplying work force.
- The bidder should have a valid registration under EPF &ESI Rules.
- The bidder should have valid PAN
- The bidder should have valid GST Registration
- The Service provider/ Agency should submit undertaking & Acceptance in letter head in original stationery along with the Tender document in the prescribed format Enclosure-II.
- All the details in Annexure-I should be submitted by the bidder
- Financial bid of those bidders who are evaluated as technically qualified only will be considered for opening.

**B. GENERAL TERMS AND CONDITIONS**

The Service Provider are requested to go through the following terms and conditions before submitting their tender documents

1. NIFT will be paying as per Central Govt. Minimum Wages for Security Supervisor, Security Guards.
2. The reputed Companies/Agencies/Firms are eligible to participate in the tender process for providing Security Services to NIFT
3. Tender shall be submitted in official tender form only. If submitted in any other form the same shall be summarily rejected.
4. The schedule issued with the form of tender; listing the services to be rendered, must not be altered by the tenderer. Any modification/alterations of the schedule considered necessary by the tenderer should be in the separate letter accompanying the tender. No paper shall be detached from the tender.

5. The name and address of the tenderer shall be clearly written in the space provided and no overwriting, correction, insertion shall be permitted in any part of the tender unless duly countersigned by the tenderer. The tender should be filled in and submitted in strict accordance with the instruction laid down herein; otherwise, the tender is liable to be ignored.
6. The tender is liable to be ignored if complete information is not given there-in, or if the particulars and data (if any) asked for in the schedule to the tender are not filled in.
7. Any conditional offers made by the Agency or any alterations/corrections made in the tender form shall not be considered. Similarly, incomplete and unsigned quotations are liable to be rejected.
8. NIFT reserves the right to accept or reject any or all the offers either fully or partly without assigning any reasons whatsoever and is not bound to accept the lowest bid since due weight-age shall be given to several factors besides the commercial bid.
9. **The Earnest Money Deposit/Security Deposit will be forfeited if:**
  - a) Tenderer withdraws his tender or backs out after acceptance.
  - b) Tenderer fails to remit the Security Deposit.
  - c) Tenderer violates any of the conditions prescribed in the Tender Document.
  - d) Tenderer revises any of the terms quoted, during validity period.
10. In case of successful tender, the EMD shall be liable to be forfeited if he does not fulfill any of the following conditions.
  - (I) An agreement signed by him in the prescribed form within 07 days of the receipt of the letter awarding the contract.
  - (II) The Security service will commence the service as per date indicated in the work order.
11. In case of the successful tenderer, service charges, rates quoted shall be valid for the entire period of contract.
12. The bids should be valid in the case of all the tenders for at least 90 days from the date of opening of the tender and if any, tenderer withdraws during the period, the EMD shall be forfeited.
13. The Agency submitting tender must attach photo copies of (a) Registration of the Agency under the shops & Establishment Act, (b) License under the Contract Labour Act, (c) Allotment of EPF code by the Regional PF Commissioner, (d) ESI Registration Code No., (e) Service/GST Tax Registration certificate. (f) Company Registration Certificate (Private or Limited) (g) List of clients with contact person's name and phone numbers.
14. The Contractor shall be responsible for engaging adequately trained male and female security guards required for providing good security services to NIFT.
15. The staff of the contractor should possess sound health and be free from any diseases especially contagious and frequently recurring diseases and they should be in uniform while on duty.
16. **A dedicated contact person will be provided to NIFT.**
17. **The agency must have own office in Bengaluru for immediate response. No exception will be made in this clause.**
18. **Any Company/Agency/Firms/ that have provided any contract services to NIFT Bengaluru for continuously 3 years (prior to this contract) in the past 7 years are not eligible to participate in this tender process and it will not be considered for any subsequent contract.**

19. **No agencies will be awarded more than one contract (Security Service, House Keeping Service or Manpower Service) at a time. “In order that no vested interests are developed in the campus, it is felt imperative that companies/firms/any other service providers who have rendered services previously for any three continuous years or more in the past 7 years shall be barred from participation”.**
20. Services to be provided by Service provider is indicated in the Scope of Work.
21. All the terms and conditions are as per GeM – GTC/ATC/STC will be consider for bidding evaluation and contract execution and GFR provision and all condition of fulfillment of all statutory requirements and conditions of GFR and GeM
22. **The % (percentage) of service charge should comprises of all estimated expenditure payable GeM authority (registration charges, Annual milestone charges etc.), GST, TDS, any other statutory deduction and agency expenditure,**
23. **Eligibility to participate and preference:**
  - Service provider should have registered office at Consignee state (KARNATAKA)
  - company or firm must be registered under private security Act 2005
  - Proof of Rental agreement cannot be considered for office at Consignee state
  - If there is one or more L1 offers found in Financial Bid, the decision of NIFT authority is final (to give Preference Local service providers or to choose by Running GeM options)
  - Preference will be given to service provider with experience in any service NIFT Centers, and/or with reputed institutes (like /IIT/ NIT/ NID or any other National Importance educational institution and/or service provider), and/ or with State /Central Government/ PSU/ statutory bodies/Autonomous bodies etc.,
24. The policy of the Govt. of India to encourage “Make in India” and promote manufacturing and production of goods and services in India as per the revised “Public Procurement (Preference to Make in India), Order 2017”, circulated by the Department of Promotion of Industry and Internal trade, Ministry of Commerce & Industry, Govt. Of India vide Order No. P-45021/2/2017-PP (BEII) dated 04.06.2020 will be applicable for this tender.
25. The Public Procurement (Preference to Make in India), Order 2017 issued by Govt. of India indicates that if there are any general or specific restrictive clauses to restrict participation of Indian companies in those countries’ procurement tenders, reciprocity clause need to be invoked as per the order. Hence, if HAL or Govt. of India come across that Indian suppliers of an item are not allowed to participate and / or compete in procurement by your government, the bid submitted by you will be not be considered and excluded from eligibility for procurement. This aspect may please be noted.
26. Any compliant from the personnel deputed from the service provider regarding recovery of wages, demanding favour etc., is not acceptable. If any such case is evidenced this will be treated as breach of contract and NIFT reserves the right to cancel services without notice.
27. Abolishing contract in proof of any corrupt practices by the service provider/ vendor

**C. LEGAL TERMS AND CONDITIONS**

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1. The Contractor and his staff must abide by various rules and regulations of NIFT as prevalent from time to time.
2. The Contractor shall comply with all existing **Central Govt.** labour legislation and Acts, such as Contract Labour Regulation Act, Workmen's Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act etc., For any lapse or breach on the part of the contractor in respect of non-compliance of any Labour legislation in force during the validity of the contract, the Contractor would be fully responsible and would indemnify the Institute, in case the Institute is held liable for the lapse on the part of the Contractor, in this regard.
3. Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
4. NIFT would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of NIFT rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Contractor or his staff. The decision of NIFT's management in this regard would be final and binding on the Contractor. In such an event NIFT shall have the right to engage any other contractor to carry out the task.
5. The Contractor and his staff shall comply with all instructions and directions of the NIFT authorities given from time to time. In the event of any emergency situation, the staff of the Contractor shall comply with instructions given by the NIFT authorities, without waiting for confirmation by the Contractor.
6. The Contractor shall maintain Attendance and Wages registers for all guards engaged under the contract at NIFT and will also take out Workmen's Compensation insurance policy. The Contractor must make the payment of wages on or before 7th of every month to respective guard's bank account. The wages of labour engaged for providing security services shall be as per minimum wages notified by the Govt. of India, Ministry of Labour & Employment, Chief Labour Commissioner Office Notification, from time to time.
7. The Contractor shall submit to NIFT a list of all guards along with photo, address proof engaged to carry out the contract work, indicating name, date of birth, age, home address, qualifications, experience, mobile No. etc., and would also intimate as and when any change takes place. The Contractor shall not engage any minor to carry out the work under the contract at any time.
8. The Contractor shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
9. The Security service contract shall be valid initially for a period of one year only from the date of award of the contract. The contract could be renewed maximum two years only in writing on yearly basis on the same rate. Either party can terminate the contract once awarded, after giving two months' notice to the other party. Nevertheless, NIFT may terminate the contract of the contractor without any notice in case of breach of the contract. NIFT's decision that a breach has occurred will be final and shall be accepted without demur by the contractor.
10. In case of L- I is more than one, then the past performance of the Tenderer will be the criteria for selection and it would be at the discretion of NIFT. The decision of NIFT will be final in all respects and will be acceptable to all the tenderers.

11. All the security guards engaged by the Contractor for carrying out tasks under this contract, shall be deemed to be the employees of the Contractor's Agency. The Agency shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers etc., The Agency shall also provide its guards photo-identity cards which shall be checked by the Security in-charge staff as and when necessary. As required under the labour laws, the security personnel shall be given one weekly-off, and the contractor shall arrange for substitute reliever in their place.
12. The contractor shall ensure that the security guards engaged by him shall not smoke beedis, cigarettes or take alcoholic drinks and nor they are allowed to chew pan, tobacco items etc., while on duty.
13. On termination of the agreement, the contractor will hand over all the equipment/articles as supplied by the NIFT in good working condition.
14. The contractor shall be responsible to maintain the equipment's and other articles if any supplied by the NIFT in good condition. In case of any damage he shall be responsible to carry out the repairs without any delay to avoid any interruption in service. Cost of repairs shall be borne by the contractor himself. In case of theft or damage contractor shall replace items lost, broken or damaged with items of the same quality at his own cost and expense.
15. The contractor will work in close co-operation and co-ordination with other agencies working in NIFT campus.
16. NIFT is not bound to provide any mode of transport in respect of men or material required for the contract.
17. The contractor has to deploy the security supervisor/ guards during Function/ Events holidays and Sundays also, at no extra cost.
18. All statutory obligations under various laws from time to time will have to be met by contractor for which no extra payment (except minimum wages) shall be made to him at any time during the contract period.
19. The contractor shall ensure that either he himself or his representative is available for proper administration and supervision at the work place.
20. The contractor will be solely and exclusively responsible to adhere to meet out all statutory obligations under Indian law in respect of compliance of all the rules, regulations and directions given by any statutory authority with regard to safety, labour laws or any other prevalent laws and submit an undertaking and proof of payment to its employees as per minimum wages rates to NIFT each month along with claim for payment.
21. The contractor shall be responsible for the payment of wages and allowances as per **Govt. of India Minimum Wages Act** (Watch and Ward Staff on contract) and all statutory dues to the persons employed by him for providing the maintenance services. The contractor shall be further responsible for proper discipline of the employees engaged by him and their work, besides observing other obligations.
22. Sub-contracting of the contract is strictly prohibited.
23. Dispute, if any, arising out of the security services contract shall be settled by mutual discussion. The decision of NIFT is final in the matter.
24. NIFT reserves its right to act on this tender or to use its sole discretion in any manner, in proceeding or cancelling any or all matters connected to award of the contract for security services.

25. The contractors who are involved in court cases/ labour office cases or not eligible for participation in the tender process. If anyone found involved in such cases at any stage of tender process, their tender will be summarily rejected. No further corresponds in this regard will be entertained.

#### **D. FINANCIAL TERMS AND CONDITIONS**

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1. The payment shall be released on monthly basis after satisfactory completion of the job and for the shifts actually done by the guards (excluding absent shifts) on submission of bills in duplicate by the contractor. The bills should be accompanied by same certificate as NIFT may prescribe from time to time. Income Tax (TDS) as applicable at current prevailing rate will be deducted at source. Payment has to be made within 20 days of the submission of any bill. However, in the event that there is any query, objection or dispute with regard to any bill or a part thereof, the contractor shall not be entitled to any interest to be paid for late payment till such time that the query, objection or dispute is resolved. The contractor will be entitled for payment of amount as agreed by NIFT per day after deducting TDS as per the existing rates. The payment shall be made by NIFT every month of the related amount on presentation of bill for such payment by the contractor in the first week of each succeeding month. Bonus will be released as per the bonus act.
2. The payment due to the contractor will be released on monthly basis after satisfactory completion of the job and for the work actually done on submission of bill in duplicate by the contractor. Such certificates should accompany the bills, as NIFT may prescribe from time to time. In the event of failure in discharge of the duties of security services on any day up to the desired standard in part or full, the contractor is liable to be penalized @ Rs.2,000/- (Rupees Two Thousand only) per day per person which shall be recovered from the bills or otherwise from security deposit. For purpose or imposing penalty, the decision of Director/Joint Director will be final and binding on the contractor and shall not be subject to dispute or arbitration.
3. The Contractor shall at all times indemnify and keep indemnified the owner and its officers, servants and agents from and against all third party claims whatsoever including but not limited to property loss and damage, personal accident, injury or death of/ or property or person of any sub-contractor and or the servants or agents of the contractor any sub-contractor(s) and or the owner and the contractor shall at his own cost and initiative at all times, maintain all liabilities under Workmen's Compensation Act/Fatal Accident Act, Personal Injuries, Insurance Act and/or their Industrial Legislation from time to time in force.
4. The Contractor shall submit the monthly bill to NIFT before 10<sup>th</sup> of every month, along with the copies of attendance register duly certified by the NIFT officials. Copies of previous month's wage register as well as EPF deposits challans, EPF Electronic Challan cum Return (ECR), ESI deposits Electronic Challan cum Return (ECR), GST remittance Challan, the guard's salary transferred statement to their account (with bank attestation) and salary paid details (salary slip of each guard) should also be submitted with every bill. **Photo copies of annual insurance policy under the Workmen's Compensation Act should be submitted in the first month of award of contract.**
5. NIFT will not be responsible for the release of benefits to any individual such as Provident Fund, ESI, Pensioner benefits or allowances. Any changes in the Minimum Wages Act or in any other labour legislation or other statutory obligations during the validity period of the contract shall be the responsibility of the Contractor.
6. Income tax, as per prevalent laws, shall be deducted at source while making payment of Contractor's bills.
7. The contractor will not charge the additional payment to provide the security services on holidays, Sunday and odd hours during NIFT events / functions.

8. **Performance Security Deposit.** 10% of the contract value as specified in GeM needs to be deposited in form of Demand Draft would be deposited with NIFT by the contractor, which is non-interest **performance security deposit**. This amount shall be refunded on completion of the contract after adjusting dues if any, to the contractor.
- 8.1 Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of THE DIRECTOR, NATIONAL INSTITUTE OF FASHION TECHNOLOGY, BENGALURU (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR/ insurance bond will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 10 days of award of contract.
- 8.2 This Security Deposit should be furnished within 10 days of the issue of the contract order. This Security Deposit will not bear any interest. The Security Deposit will be refunded 60 days after satisfactory completion of the contract.
- 8.3 The whole amount of the security deposit shall be liable to be forfeited in case of breach of any of the terms agreed upon by the contractor. The security deposit shall also be liable to appropriation against any dues payable to the NIFT, under the agreement or any expenses that may be incurred by NIFT, as a result of negligence or such acts and omissions on the part of the contractor or the persons deployed by him at NIFT. In the event of appropriation of security deposit fully or partly the contractor shall immediately make good the amount so appropriated from the security deposit in the form of demand draft failing which it shall be adjusted from the amount payable to the contractor.
- 8.4 The whole amount of the security deposit will be liable to forfeiture in the event of the contractor not being able to continue the contract for the entire duration of the contract at the same rates, terms and conditions.
- 8.5 If any theft or loss of property is reported by any department / section due to the negligence or improper action of any trespass of unauthorized persons, the security service provider shall be responsible and the NIFT shall have the right to recover damages from the payment dues & the security deposit of the service provider
9. As per the NIFT policy, all the payments and receipts would be rounded off to the nearest rupee.
10. In the event of revision of minimum wages fixed by central government are more than rates quoted by the tenderer, the rates shall be revised accordingly. The "Onus" for producing the copy of notification will be of Service provider.
11. The payment of wages shall be made directly by the Service provider to his workmen and not through Thekedars. No amount shall be deducted from the wages of the workmen by way of commission of the Thekedars.
12. The Service provider shall at all times indemnify the owner and its officers, servants and agents for and against all third party claims whatsoever (including time not limited to property loss and damage, personal accident, injury or death of/ or property or person of any sub-contract and or the servants or agents of the Security Agency any sub-Security Agency (s) and or the owner and the Security Agency shall at his own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act/ Fatal Accident Act, Personal Injuries, Insurance Act and/or their Industrial Legislation from time to time in force.



13. All payments will be on reimbursement basis, the monthly bill(s) should be submitted in duplicate by the contractor along with necessary documents as proof of payment towards wages, EPF remittance, ESI remittance / any other payments. All payments to the security personnel shall be through their Bank account only and the proof of remittance shall be invariable attached with the monthly bills. The payment will be made by the Institute after verification of the bill(s) by NEFT/ RTGS within 15days time from the date of receipt of bill(s). Statutory deductions shall be made from all payments as per the provisions in the Income Tax Act. The service provider company or firm will provide monthly challan for payment of GST along with bill. The Institute reserves the right to recover any amount due for whatsoever reason from the bill(s) submitted by the contractor. The payment shall be released on monthly basis after satisfactory completion of the services. The bills should be accompanied by same certificate as NIFT may prescribe from time to time for proof of payment to workers and statutory liabilities.

**E. ARBITRATION:**

1. Dispute, if any, arising out of the Security Service contract shall be settled by mutual discussion between the parties within 30 days from the date of receipt of the notice of negotiation and amicable settlement by either party.
2. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, the dispute/ differences shall be referred to arbitration by sole Arbitrator to be appointed by the Director NIFT/ Director General of NIFT as per the provisions of the prevailing Arbitration and Conciliation rules.
3. Decision of NIFT with regard to interpretation of the terms and conditions shall be final and binding on the Agency.
4. The Arbitration proceedings shall be held at Bengaluru Jurisdiction only.
5. The language of the arbitration proceedings shall be in English. The Arbitrator shall give a speaking and reasonable award.

**F. SCOPE OF WORK: SECURITY SERVICE CONTRACT**

1. Round the clock security arrangements, including Saturdays, Sundays and Holidays to be provided at the NIFT Campus, HSR Layout, Bengaluru – 560 102 as per following duty points and requirement on shift basis.

Sl. #	Duty Point	Shift Timing	Sec. Supervisor	Sec. Guard
1	Main Gate (1) and Campus Patrolling	6.00 a.m. to 2.00 p.m. 2.00 p.m. to 10.00 p.m. 10.00 p.m. to 6.00 a.m.	1 1 1	2 2 1
2	Near Gen Set room	6.00 a.m. to 2.00 p.m. 2.00 p.m. to 10.00 p.m. 10.00 p.m. to 6.00 a.m.		1 1 1
3	Near guest house / hostel corner	6.00 a.m. to 2.00 p.m. 2.00 p.m. to 10.00 p.m. 10.00 p.m. to 6.00 a.m.		1 1 1
4	Side Gate (3) – Near shuttle court / Gym	6.00 a.m. to 2.00 p.m. 2.00 p.m. to 10.00 p.m. 10.00 p.m. to 6.00 a.m.		1 1 1
5	C – Block (Classrooms) <b>C- Block 3<sup>rd</sup> Floor (FC computer Lab)</b>	6.00 a.m. to 2.00 p.m. 2.00 p.m. to 10.00 p.m. <b>9.00 a.m. to 5.00 p.m.</b>		1* 1* 1*
6	D – Block, Ground Floor (Computer lab)	6.00 a.m. to 2.00 p.m. 2.00 p.m. to 10.00 p.m.		1* 1*
7	D – Block, I Floor (Computer lab)	6.00 a.m. to 2.00 p.m. 2.00 p.m. to 10.00 p.m.		1* 1*
8	<b>D – Block, 2 Floor (Computer lab)</b>	<b>9.00 a.m. to 5.00 p.m.</b>		1*
9	Library	6.00 a.m. to 2.00 p.m. 2.00 p.m. to 10.00 p.m.		1* 1*
10	New Block	6.00 a.m. to 2.00 p.m. 2.00 p.m. to 10.00 p.m.		1* 1*
11	E- Block (Girls Hostel) – Lady Security Guard	6.00 a.m. to 2.00 p.m. 2.00 p.m. to 10.00 p.m. 10.00 p.m. to 6.00 a.m.		1 1 1
12	F- Block (Girls Hostel) – Lady Security Guard	6.00 a.m. to 2.00 p.m. 2.00 p.m. to 10.00 p.m. 10.00 p.m. to 6.00 a.m.		1 1 1
13	E & F Block – Entrance Lady Security Guard	09.00 a.m. to 5.00 p.m.		1

**\*Please Note: we don't require security service on Sundays (S.No: 5 to 10).**

**[Male S. Supervisor – 3 Nos., Male S. Guard – 26 Nos. & Female S. Guard – 7 Nos.]**

*Note: The Competent Authority at his/ her discretion may increase/ decrease the number of persons to be deployed based on daily/ weekly requirements. The security personnel will have to be deployed in shift basis based on approved deployment plan. The deployment plan shall be prepared and submitted to the NIFT authority on a monthly basis for approval*

2. The Security Agency may preferably engage ex-servicemen well trained in the field of security services **with three years' experience**. They should be literate (Supervisor with at least 10+2 certificate and Guards with at least 10<sup>th</sup> Certificate), able to read, write and understand Kannada, Hindi and English languages. They should have first-aid training in the area of industrial security and in handling fire-fighting equipment.

3. The security supervisors and guards must be smartly dressed in proper uniforms, while on duty. If at any time any of the security personnel are found to be guilty of misconduct in any manner, the Security Agency shall be asked to replace that person.
4. The Security personnel assigned duties at the Institute campus and at the hostels, should deal with staff, students and visitors, politely and courteously, while enforcing discipline. In case any security staff is found to misbehave or indulges in misconduct of any nature, the Security Agency shall be asked to replace that person.
5. The security agency shall verify character, attendance of security personnel before deployment in NIFT, Campus. The particulars of staff (name, age, address, qualifications, previous service experience, etc.,) engaged by the Security Agency should be submitted to the Assistant Director, NIFT. NIFT reserves the right to verify the antecedents of the security personnel engaged on duty through the local police officials. For this purpose, the Security Agency should submit requisite detailed information and passport-size photographs and extend co-operation in getting the verification done.
6. The security supervisor / guards shall not be changed by the security agency until and unless so warranted.
7. NIFT will not be responsible to provide any residential accommodation to security personnel deployed by security agency.
8. The security personnel shall not indulge in any loose or unwarranted talk with the employees or students or visitors. During Sundays/holidays or after office hours on working days, the security shall be extra vigilant.
9. It would be the responsibility of the Security Agency to maintain and ensure full-proof security at the main gate by regular check of incoming/outgoing personnel. As far as visitors are concerned, the security personnel should insist that they write in the register their name, address, telephone number, the purpose of visit and the person they want to meet and thereafter issue a visitor pass. The visitors pass, should be collected back, when the visitor leaves, duly signed by the concerned official.
10. The scope of work is to effectively & efficiently cater to the security needs of the Institute and therefore involves jobs which include the following:
  - Watch & ward of entire NIFT campus at Bengaluru including office building, computer labs, resource Centre, STP, electrical substations & DG set, all installations, hostel premises etc., adjoining the campus or any other premises notified by the Authority.
  - preventing entry of unauthorized persons & vehicles
  - regulating entry and exit of vehicles
  - regulating entry and exit of materials
  - prevention of theft, loss and damage to NIFT property
  - vigil, monitoring other service work going at campus
  - keeping constant patrolling of the premises
  - fire fighting in case of emergency
  - driving away stray animals
  - safety of movable & immovable property
  - Regular checking of all office rooms and switching off lights, fans, power points, air conditioners etc.

- Attending telephone calls when office is closed and keeping record of telephonic message/communication.
- Record keeping
- liaison with the State Police Department immediately in case of breach of peace/theft and shall assist the Institute in lodging complaints with police for loss, damage, destruction, pilferage of any of the properties of the Institute, their staff members and students.
- shall strictly check the authenticity and identity of the persons visiting the campus and shall keep the records of all persons entering in and leaving the campus as per norms laid down by NIFT authority
- The security guards deployed in shifts will be required to keep continuous patrolling regularly.
- The security personnel at the main gate will also maintain a log-book of vehicles hired from the transport contractor for each tour undertaken, name of the official using the transport facility, etc.,
- All the incoming and outgoing entities and goods should be thoroughly checked by the security guards. The security guards must ensure that NIFT's property, whether equipment or materials, are not allowed to be taken out of the campus, without proper gate-pass duly signed by the authorized officials. To keep proper records of incoming and outgoing material the proper register should be maintained
- The security supervisor shall also check the garbage/wastage being taken out for disposal to ensure that none of the useful items are taken out for disposal.
- The Security guards will carry out occasional random checks of 2 wheelers and 4 wheelers of staff and students while leaving the campus to ensure that none of the property of NIFT is being taken out un-authorized. Similarly, random frisking of staff and students should be done. Such check of vehicles or frisking of personnel must be done only in the presence of an authorized officer of NIFT. Secondly, female security guards should do the frisking of female students/staff.
- Any other jobs concerned with the Security issues of the Institution

**11. Penalty:**

- 11.1 NIFT officers may carryout surprise checks at any time of the day or night. During the duty hours if any security guard is found missing or sleeping or in a drunken state such person will have to be replaced immediately. In such instances NIFT reserves the right to cancel the security contract or impose a penalty of Rs.2,000/- per such occurrence.
- 11.2 In case of any damage or loss to the Institute's property or material caused directly or indirectly by the security personnel, the security agency shall be held fully responsible, and the Institute shall be entitled to deduct appropriate amount + Penalty from contract fees payable to the Agency. The amount of loss or damage as determined by the Joint Director, NIFT shall be final and binding on the Security Agency.
12. In the event of any eventuality or mishap happening at the campus, such as robbery, vandalism, fire, communal riot, earthquake, etc., the security persons on duty shall immediately intimate the Joint Director / Assistant Director and / or other officers. List of Residential phones or Mobile phone numbers of NIFT Officers shall be available with the Security at the main gate. The Security Agency shall be held responsible if the message is not conveyed to the NIFT officers immediately.
13. After office hours on working days and Sundays/Holidays, Security Supervisor on duty at the main gate shall also receive phone calls/messages from other institutions/organizations and depending upon the urgency of the matter, relay such messages to the concerned officials of NIFT.
14. Similarly, the Security Agency shall be responsible for theft, fire or any other damage in the Institute occurring on account of carelessness of the security personnel. The amount of damage as determined by the Joint Director of the Institute, in such cases, shall be final and binding on the security agency.
15. The security personnel on duty, will not leave the duty point on completion of their 8 – hours shift duty, unless and until the next person on duty takes over/or reliever person takes charge. In case

any security guard falls sick, the security agency shall be responsible to provide reliever person out of its pool of security guards, at its own cost.

16. The Security Agency shall maintain record of major/minor incidents on daily basis and report the same to the Joint Director/Assistant Director/or any other official authorized in this regard. The Agency will also enquire about any incidents, like theft, indiscipline, disobedience or any unauthorized activities/criminal activities happening in the campus. The security agency shall also be responsible to lodge complaints with police authorities in such instances and take follow-up action for recovery of lost material/equipment.
17. The security personnel at the main gate will also maintain a log-book for Institute's transport vehicles as well as vehicles hired from the Transport Contractor for each tour undertaken, name of the officer/faculty using the transport facility, meter readings, place visited etc.
18. The Security Agency shall provide torches with dry cells, batons, raincoats, umbrella or any other materials required to its staff of guards and supervisors, along with uniforms, at its own cost.
19. The security personnel shall keep watch at various points designated including patrolling the campus, especially after office hours. In the event of power failure at any time, the security personnel should use emergency lights and place them at vantage points, as also intensify patrolling. The security guard shall also keep a check and avoid wastage of electricity and water.
20. To manage key of doors inside NIFT building/office vehicles etc., and issue to authorize persons only.
21. To switch off and switch on electrical switches, fans, computer systems, closing of water tapes etc., after the office hours.
22. The agency may be required to co-ordinate/ liaise with local authorities such as Bengaluru Police/Traffic Police, BESCOM, BWSSB etc., in connection with the security service as per requirement of prevailing legislation in such matters as called for.
23. The security guards should check that no street dogs/cat or any pets enter the campus premises.
24. The same security personnel should not be given more than 8 hours of duty in a day. If it is found that the same security personnel are around duties for more than 8 hours in a day an amount equivalent to two shifts' will be deducted from the bill for such incidence.
25. The posts/couriers received at the main gate should be handed over to the concerned immediately on receipt. However, if the same is not delivered the reason there of should be brought to the notice of the NIFT in-charge officer and no post/courier should be kept at main gate for more than 3 days.
26. The class room should be kept open only if the classes are held; if no classes are conducted the same should be kept locked. The classrooms may be opened when called for in case of any requirement by the concerned faculty/staff.
27. The Rooms/Cabins of the officers should be kept locked when the officer is not present. The security will be held responsible for any theft/missing.

**ENCLOSURE – I**

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS  
IN LIEU OF EMD  
(On Bidders Letter head)**

I / We, the authorized signatory of M/s ..... ,  
participating in the subject tender No . ..... for the item / job of  
..... , do hereby declare :

1. That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
2. That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of National Institute of Fashion Technology (All Centers) for a period of one to three year from the date of committing such breach.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory .....  
Company Name (with seal).....

**ENCLOSURE – II**

**UNDERTAKING BY THE SECURITY CONTRACTOR**

I/ We have carefully gone through the various terms and conditions listed in sections 'A', 'B', 'C' 'D' 'E' & 'F' above for provisions of security services at NIFT. We agree to all these conditions and offer to provide security services at NIFT Bengaluru. We are making this offer after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source whatsoever. We have inspected the Institute premises and the hostels and have acquainted ourselves with the tasks required to be carried out, before making this offer.

I/ We am/ are responsible to check that in no case, wage of personnel supplied should be less than the minimum mandatory rates/ wages per month per person as prescribed by Central government

Except statutory recoveries such as EPF and ESI no additional amount in whatever name (ex: charities, relief fund etc.) will be recovered from the wages of the personnel supplied.

I/ We having our office at .....  
declare that I/ We have never been blacklisted/ debarred from participating in contracts by any state Government/ Central Government or any State/ Central PSU and not having any vigilance/ CBI/ Court cases are pending against the firm has been registered/ is pending against us.

I/ We hereby declare that all the statement made and submitted are true and complete to the best of my/ our knowledge. In case the submitted information found false. I/ We are fully aware that the tender/ contract will be rejected/ cancelled and EMD/ Security Deposit shall be forfeited and the contract may be terminated.

We hereby sign this undertaking in token of our acceptance of various conditions listed above.

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

Dated : \_\_\_\_\_

Name & Signature of authorized person of the firm  
(service provider)

E mail: \_\_\_\_\_ Address: \_\_\_\_\_

Mobile No: \_\_\_\_\_

**ANNEXURE- I****Technical Bid – Check list for providing Security Service**

1. Name of the Company .....
2. Address of the Company.....  
.....
3. Phone No. .... Mobil.....
4. Email address ....
5. Authorized officials Name, Designation and Contact No .....  
.....
6. Address of Bengaluru Office:  
Phone No: Email ID

Require Documents	Attached / Not attached	Page No.
EMD – DD of Rs.7,50,000/- <b>OR</b> EMD exception details submitted along with Enclosure - I		
Undertaking & acceptance letter by the service provider (on original stationery) Enclosure - II		
Signed all the pages of tender documents and enclosed		
Copy of Shop and Establishment certificate		
Copy of Company Registration Certificate		
Copy of Service Tax registration / GST Certificate		
Copy of License under Contract Labour Act		
Copy of EPF Registration with Regional PF Commissioner		
Copy of ESI Registration		
Copy of PAN Card		
Copy of IT returns for last two years		
Copy of Audited Annual financial statements for last two years		
company or firm must be registered under private security Act 2005		
Labour License & license for running similar Service		
List of Clients - to where service provided in last 3 years (NIFT committee will visit and check the performance)		
If any other (Any other detail Specify)		

**Date: -****Place: -****Signature of authorized person with stamp**



**Breakup of ESI/EPF/EDLI etc.,**

Category of Profile	Basic Wages	Provident Fund per day	EPF admin per day	EDLI per day	ESI per day	Bonus per day	Wages per day
Security Supervisor	919	110.28	4.595	4.595	29.8675	0	1068.3375
Security Guard (male)	846	101.52	4.23	4.23	27.495	0	983.475
Security Guard (Female)	846	101.52	4.23	4.23	27.495	0	983.475