



**Indian Academy of Highway Engineers
(Ministry of Road Transport & Highways)
Government of India**

Providing Security Personnel at IAHE, Noida

***REQUEST FOR PROPOSAL
(RFP)***

January 2020

A-5, Institutional Area, Sector 62, Noida, UP

SECTION-I
Notice Inviting Tender
{National Competitive Bidding through e-Tendering mode only}

1. The Indian Academy of Highway Engineers (IAHE) hereby invites bid through e-tendering from experienced firms / organizations whose corporate office / branch office is located either in NCR for the following work.

Sl. No.	Description of work	Bid Security	Time period for Security Services
(1)	Security Services in IAHE Campus (Providing Security personnel viz. Supervisors, Gunmen & Security Guards) for two years.	Rs.1,00,000.00	24 Months

- **Cost of Bid Document (Non-Refundable) :Rs.500/-**

Note:- A copy of valid NSIC registration certificate or MSME certificate should be attached for claiming exemption from payment of bid security and bid document.

2. **The preliminary requirements (detailed requirements are given in the Bid Document) of bidding firm / contractor for above works are mentioned as under:-**

Average Annual Turnover during last 3 years (in Rs.)	Completed work of similar nature during last 5 years
Annual Average Turnover during the last three financial years, ending 31st March of the previous financial years, Should be atleast Rs. 100.00 lakhs	Should have served for minimum of 5 No. of clients as Security Service Provider out of which minimum 3 No. of clients should be Govt/ PSUs.

3. To participate in the E-Bid submission, it is mandatory for the bidders to get themselves registered with the Central Public Procurement Portal of Government of India i.e. <https://eprocure.gov.in>. to get a user ID & Password.
- a) The tender can be viewed/ downloaded from the Central Public Procurement Portal of Government of India i.e. <https://eprocure.gov.in>. till prescribed last date & time for submission of the of the Bids.
Following may be noted:-
- i) Applications can be submitted only during the validity of registration with the Central Public Procurement Portal of Government of India i.e. <https://eprocure.gov.in>
- ii) The amendments/clarification to the tender, if any, will be posted on the Central Public Procurement Portal of Government of India i.e. <https://eprocure.gov.in>.
- b) To participate in bidding, bidders have to pay **Application/Document Fee (non-refundable) to Indian Academy of Highway Engineers (IAHE)** as per the amount mentioned in the tender document through Demand Draft mode only (offline).
- c) Cost of Bid document is only DD mode (offline).
- d) Bid security is offline and through DD mode (offline).
- e) The authorized signatory holding Power of Attorney shall only be the Digital Signatory. **In the case of Authorized Signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered as non-responsive.**

4. The detailed tender document can be viewed / downloaded from the website <https://eprocure.gov.in> or (www.iahe.org.in) from **24.01.2020 to 17.02.2020 {upto14:30hrs.}** after furnishing the payment particulars. The bidders shall furnish the details of demand drafts against the cost of bid document and bid security at the time of submission of e-bid.
5. The amendments/addendums/clarifications to the bid document if any will be hosted on the above website.
6. The bid should be submitted online in the prescribed format given in the website. No other mode of submission would be accepted.
7. Pre-bid Meeting:
 - (i) Last date for submission of queries: **03.02.2020.**
 - (ii) Pre bid meeting in IAHE, Noida: **04.02.2020 (1100 hrs)**
8. The last date for online submission of the Bid is **18.02.2020 upto 14:30Hrs** (as mentioned on the e-portal only) {"**Bid Due Date**"}. The due date for physical submission of Technical Bid is **18.02.2020 upto 14:30 Hrs**. The online bids would be opened **on 19.02.2020 at15:00 Hrs**, at Indian Academy of Highway Engineers, A-5, Sector – 62, Noida on the date and time as mentioned above. However, such representatives shall be allowed to attend the opening of the bids only if they produce letter of **IAHE** on the letter head of the bidder, at the time of opening of bids as mentioned above.

For any clarification, the office of the undersigned may be contacted.

Deputy Director - 1

Indian Academy of Highway Engineers (IAHE)

A-5, Sector-62, NH-24 Bypass, Noida-201301, U.P., Noida

Tel: 91-120-2405009 Fax: 91-120-2400087

E-mail: trng.iahe-morth@nic.in Website: www.iahe.org.in

(SECTION-II)

Terms and Conditions Including Eligibility Criterion of the **Bid**

SECTION-II:
(Term and Conditions Including Eligibility Criterion of the Bid)

1 INSTRUCTIONSTO-BIDOERS.(ITB)

A. General

1. Scope of Work

1.1 The Indian Academy of Highway Engineers invites bids through the process of E-tendering for providing Security personnel for IAHE Campus, at A-5, Sector – 62, Noida (as defined in these documents, hereinafter referred to as “the Works”) as detailed in the bid document.

1.2 The work consists for providing Security personnel in IAHE Campus, at A-5, Sector – 62, Noida as detailed in the Technical Specifications, Scope of Work.

1.3 The works under this Contract shall be carried out in accordance with the bidding documents constituting the contract and shall consist of various salient items as generally described below:

1.4 Availability of the Project Area:

The successful bidder shall deploy its staff at IAHE Campus, A-5, Sector – 62, Noida.

1.5 The successful bidder is required to commence the Work within the period stipulated in Letter of Award i.e. within 15 days, failing which IAHE may terminate the award.

1.6 The IAHE shall deploy an officer acting as the Employer's representative.

2. Source of Funds

The expenditure on these Works will be met by IAHE.

3. Eligible Bidders

3.1 This invitation for bids is open to bidders who are Authorized Security Service Provider/contractor with relevant experience, as stipulated at Clause 4 below.

3.2 Bids from joint ventures, consortiums, combination or any sort of arrangement between two or more than two entities are not allowed and such bid shall be treated as non-responsive.

4. QUALIFICATION OF THE BIDDERS & SUPPLY OF INFORMATION

4.1 To be qualified for award of Contract, bidders must upload the scanned duly digitally signed copies of the following documents along with online bid document containing all the prescribed documents.

- a) Achieved an average financial turnover equal to the amount' indicated in NIT during last three years ending 31st March of the previous financial year duly certified by a Registered Chartered Accountant. The Chartered Accountant should have his/her registration number allotted by ICAI.
- b) Submit a written Power of Attorney duly authorizing the signatory of the bid to commit the bid. The Power of Attorney is also required to be given on a stamp paper of requisite value and in the format (**Annexure-I**), duly notarized by the Public Notary.
- c) To qualify for award of the Contract, the bidder should have successfully & timely completed Works of similar nature with minimum one work of **Rs. 50.00 Lakhs** or two works of **Rs. 40.00 lakhs** each or three works of **Rs. 30.00 lakhs** each during last 5 years in Government Organization, Public Sector Undertaking, Autonomous Body duly funded by Govt. of India/ State Govt., Private Sector of repute only. Contractor should submit documentary evidence, Letter of Award, copy of contract agreement, and Certificates of satisfactory completion of work from the previous Employer otherwise, the experience will not be considered for evaluation and the bids will be rejected. "Works of Similar nature "means providing security services by deploying Security personnel in Govt. organization/Public Sector organizations/Autonomous Body, Private Sector of repute only, **but does not include catering services etc.** Timely completion means, the work should have been successfully completed and date of completion should fall before 18.02.2020.
- d) The bidder should have minimum of **5 years' experience** in providing Security services in Government Organization, Public Sectors Undertaking, Autonomous Body, and Private Sector of repute only.
- e) **The bidder shall submit the following information/documents on eligibility and qualification:-**
 - i) General information
 - ii) Annual audited turnover for last 3 years duly verified by a Chartered Accountant (Registered).
 - iii) A certificate from Chartered Accountant as a proof of turnover for the last 3 years.
 - iv) Additional information regarding litigation, debarment, arbitration or blacklisting etc.
 - v) The firm/ organization should submit the CV of at least one senior Person, well experienced in similar type of job for site in-charge post, whose particulars such as Name, Age and Experience should be furnished.
 - vi) The bidder should submit Affidavits & Power of Attorney duly notarized by notary on Stamp Paper(s) of requisite value, in original, as per enclosed formats, **without which the bid shall be rejected.**
 - vii) Bidder should submit the self-attested photocopies of registration certificates of ESI, PF, PAN No., PPF, Labour license, PSARA License [Under Private Security agency (Regulation) Act 2005] from concerned State Government Authority (in this case pertaining to Uttar Pradesh) and GST Registration Number duly certified by the authorized signatory. An indemnity bond for any failure on this account may be given by the bidder for 100% of monetary value of the above statutory deductions w.r.t. number of short term manpower deployed.
 - viii) The Certificate of incorporation of the Company issued by the Registrar of Companies concerned etc.

- ix) Legal status of Bidder (Proprietorship/Partnership or Pvt. Ltd. firm)
[Upload scanned copy of original]
- x) Place of registration:

- xi) Principal place of business:

Note :(i) Power of Attorney of signatory of Bid *[Upload scanned copy &also supply Original copy (in envelop of physical form)]*

- (ii) Total value of work done in the last three years (in Rs.) (Upload scanned copies of certificate from Chartered Accountant)
 - 2016 – 2017 :
 - 2017 – 2018 :
 - 2018 – 2019 :
 - Total** :
 - Average per year:**.....

f) **It is desired to furnish the information / documents in the following order for which proper indexing giving serial numbers, details/particulars and page numbers of the documents may be given in the beginning of the bid document:-**

- (i) Company's profile
- (ii) Demand Drafts towards cost of bid document and Bid Security.
- (iii) Annexure-1 to VII
- (iv) 'Experience-cum-Work Completion Certificate issued by the organization where the agency has provided security services by deploying Security personnel (preferably in Annexure-VII), followed by copies of contract agreements etc.
- (v) Annual Audited Turn Over for the last 3 years duly verified by a Chartered Accountant(Registered)
- (vi) A certificate from Chartered Accountant as a proof of turn over for the last 3 years
- (vii) CV of at least one Senior Person, well experienced in similar type of job for site- in-charge post, whose particulars such as Name, Age and experience
- (viii) Photocopies of ESI, **PF/EPF**, PAN No, Labour License No., PSARA License [Under Private Security agency (Regulation) Act 2005] from concerned State Government Authority (in this case pertaining to Uttar Pradesh), GST Reg. No. duly certified by authorized signatory.
- (ix) Relevant documents in support of technical evaluation criteria, in the absence of which no marks shall be allocated against that specific criteria.
- (x) Any other documents.

g) Apart from the *above*, the following eligibility criteria is also prescribed for selection of Security agency:-

S. no.	Criteria	Supporting Document
(a)	The Registered Office or one of the Branch Offices should be located in NCR (Delhi/ Noida/Greater Noida/ Ghaziabad/ Gurgaon/ Faridabad) and be functional for at least last 2-3 years.	Self –attested copies of Telephone bill/ Electricity bill/ registered lease Deed supporting the address.
(b)	The firm should be registered with the appropriate registration authority and should be in existence for not less than five years before the bid date.	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)	Income/Revenue from Recruitment (Security Services) of the firm should be atleast Rs. 100.00 lakhs . Revenue from other business will not be considered	Copies of audited balance sheet/CA Certificate should be attached for the last three financial years. Attested copy of the latest IT return filed by agency
(d)	Should have served for minimum of 5 No. of clients as Security Service Provider out of which minimum 3 No. of clients should be Govt/PSUs.	Certified document in support of past contracts with Govt./PSUs from the concerned establishment.
(e)	The Agency should have been registration with income Tax and Service Tax department; Attested copy of PAN Card; Attested copy of GST registration certificate in respect of Manpower/Security Services	Attested copy of PAN Card: Attested copy of GST registration certificate in respect of Manpower/Security service etc.
(f)	Annual Average Turnover during the last three financial years, ending 31st March of the previous financial year, should be at least 100.00 lakhs .	A certificate from Chartered Accountant (Registered) as a proof of turnover for the last 3 year.
(g)	Maximum Number of manpower/ Security personnel on pay roll deployed at one office (Ministry/ Govt. department/ PSUs / Autonomous bodies / reputed Private Sector) during last one year.	Self-attested declaration by the agency
(h)	The Agency 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).	Attested copy of the Employee Provident fund registration letter / certificate. Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act. Attested copy of the Employee State insurance registration letter / certificate. Attested copy of PSARA License [Under Private Security agency (Regulation) Act 2005] from concerned State Government Authority (in this case pertaining to Uttar Pradesh)

(I)	The agency or any of its Partner/Director etc should not have been black listed/ Debarred by any of the Govt. Agencies or Department or should not have been in found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations .	Self-attested declaration by the agency
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4.2 EVALUATIONCRITERIA

The tendering evaluation shall be done on weight age with 70% to Technical Evaluation and 30% to financial evaluation. The bidder meeting the minimum eligibility criteria and with the highest marks/rank (i.e. the total of technical evaluation marks and financial evaluation marks) shall be deemed as the successful Bidder and shall be considered eligible L 1 Bidder for further process.

4.2.1 Technical Bid:

- (a) The technical bid evaluation shall be done based on the following criteria:-
(b) During the technical evaluation stage, each bidder shall be assigned different marks out of a total 100 marks, as per the criteria specified below:

S. No.	Particulars	Max Marks	Scoring mechanism	
			Values	Marks
(i)	Number of years in operation (supported with documentary proof for validation)	20	(a) 5 years	05 marks
			(b) More than 5 years and upto 10 years	10 marks
			(c) More than 10 years (10 + 02 mark for each additional completed year)	12-20 marks
(ii)	Number of Similar nature of completed works during the last 05 years (Supply of Security Personnel/ Security Management Services) costing Rs. 50.00 lakhs or above.	15	(a) 1 to 2 Nos.	05marks
			(b) 3 to 4 Nos.	10 marks
			(c) More than 4 Nos. (10+ 01 mark for each additional completed work)	11-15 marks
(iii)	Annual Average Turnover during the last 03 financial year.	25	(a) Up to 100 lakhs	05 marks
			(b) More than 100 lakhs and upto 2.50 crores	10 marks
			(c) More than 2.50 crores and upto 05 crores	15 marks
			(d) More than 05 crores and upto 7.50 crores	20 marks
			(e) More than 7.50 crores (20 + 01 mark for each additional 2 crores)	21 - 25 marks
(iv)	Maximum Number of Manpower on payroll deployed at one office (Ministry/Govt. Department/PSUs/ Autonomous bodies/Reputed Private Sector) during last one year.	25	(a) Up to 12	05 marks
			(b) More than 12and upto 25	10 marks
			(c) More than 25and upto 50	20 marks
			(d) More than 50 (20+ 01 mark for each additional 10 manpower)	21-25 marks
(v)	Quality Related Marks (Supported with valid certificates)	15	ISO 14001	05 marks
			SA 8000	05 marks
			OHSAS 18001	05 marks

(c) Similar nature of services means providing Security personnel (Supervisors, Gunmen & Security Guards) in Govt. organization/Public Sector organizations /Autonomous Body, Private Sector of repute only, but does not include, **catering services** etc.

(d) A bidder should secure mandatory of a minimum of 50% marks (i.e. 50 marks out of total 100 marks as per table) in Technical Evaluation in order to be a qualified bidder for being eligible for Technical weightage and subsequently for opening of financial bids.

(e) The total marks obtained by a Bidder in technical bid shall be allocated 70% weight age and the financial bids shall be allocated 30% weight age and thereby making a total of 100% final weightage for the complete bid.

4.2.2 FINANCIAL BID

(a) The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% of the weight age.

(b) The Bidder with the lowest bid Prices (L-1) shall be assigned full 30 marks (i.e. 30% x 100) and his total scores of the bid shall be as per illustration below:

4.2.3 Illustrations:

(a) If a bidder has secured 80 marks out of the total 100 marks in technical evaluation, his technical evaluation value shall be: 56 i.e. (80 x 70%).

(b) If the bidder at (a) above is L1 Bidder and quoted Rs.100 for being L1, then his total value shall be: 86 i.e. (56 Technical Value+ 30 Financial Value).

(c) The financial scores of the other bidders (i.e. L2, L3 and so on) shall be computed as under and as explained in (d) below:

$30 \times \text{Lowest Value (L1 Price)} / \text{Quoted Value (L2 or L3...)}$

(d) If the Bidder at (a) above is L2 Bidder and he quoted Rs.125, therefore 30% being the weighted value, the financial scores for L2 shall be computed as under:

$30 \times 100 \text{ (lowest price L1)} / 125 \text{ (quoted price L2)} = 24 \text{ (financial score)}$

Therefore, L2 Bidder shall have total value of 80 (56 Technical Value + 24 Financial Value)

(e) The bidders' ranking shall be arranged depending on the marks obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.

4.2.4. The marks of technical evaluation and financial bid shall be calculated upto 02 decimals points.

4.3 Disqualification

Even though the Bidders may meet the above criteria, they are subject to disqualification for any of the following reasons:

- a) Misleading or false representation/declaration made in the Affidavit or in the other forms, statements and attachments submitted and included in Bid application.
- b) Record of poor performance such as abandoning the work, rescinding of contract for the reasons which are attributable to the non-performance of the contractor / bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.

- c) Has been identified by IAHE as poor performer in implementation of past and / or ongoing works.
- d) If any bidder quoted the rates abnormally below the estimated tender value, the same shall be summarily rejected by the IAHE without assigning any reason thereof and the decision of Director, IAHE shall be final. The Bidder may be disqualified for the period of 5 years by the IAHE.

4.4 Debarment / Blacklisting

Notwithstanding the above, the IAHE may debar or blacklist any of the bidder(s) for their misleading or false representations in the forms, statements and attachments submitted and included in Bid application for the period to be decided by the IAHE besides taking legal action.

5. One Bid per Bidder

Each bidder shall submit only one bid. A bidder who submits or participates by way of more than one bid in same tender notice, all such bids will be rejected and the bidder will be disqualified for one year.

6. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his E-Bid and the IAHE will, in no case, be responsible or liable for those costs.

7. Site Visit

7.1 The bidder is advised to visit and inspect the Site of Work and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for execution of the Work. The costs of visiting the Site shall be borne by the bidder.

7.2 The bidder and any of its authorized personnel or agents will be granted permission by the IAHE upon request by the bidder in writing to enter its premises and open area inside the premises of IAHE for the purpose of such inspection.

B. Bidding Documents

8. Contents of Bidding Documents

8.1. The set of bidding documents comprises the documents listed below and should be read in conjunction with any Add end a issued.

- Section-I. Notice Inviting Tender (E-Tendering Mode Only)
- Section-II. Terms and Conditions including Eligibility Criterion of the Bid.
- Section-III Procedure for E Tendering
- Section-IV Security Personnel Deployment
- Section-V Scope of Work
- Section-VI General Conditions of Contract
- Section-VII Special Conditions of Contract
- Section-VIII Form of Application, LOA & Agreement

8.2 The bidder is advised / expected to examine/study carefully the contents of all the above bid documents along with addendum/amendments. Failure to comply with the requirements of bid documents will be at the bidder's own risk. If Bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

9. Clarification of Bidding Documents

A prospective bidder requiring any clarification of the bidding documents may notify the IAHE in writing or by fax (hereinafter, the term "fax" is deemed to include electronic transmission such as facsimile, cable and email) at the Employer's address indicated in the Invitation for Bid. **The IAHE will respond to any request for clarification which he receives prior to holding of Pre-Bid Meeting.** Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

10. Amendment/Addendum of Bidding Documents

10.1 At any time prior to the deadline for submission of bids, the IAHE may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, amend the bidding documents by issuing Addendum.

10.2 Any Addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by fax/email to all purchasers of the bid documents. Prospective bidders shall acknowledge receipt of each addendum by fax/email to the IAHE.

10.3 In order to afford prospective bidders reasonable time in which Addendum is to be taken into account in preparing their bids, the IAHE may extend the deadline for submission of bids.

C. Preparation of Bids

11. Language of Bid

The bid, and all correspondence and documents related to the bid exchanged between the bidder and the IAHE shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation duly certified by authorized signatory of the relevant passages in the English language, in which case, for purposes of interpretation of the bid, the English translation shall prevail.

12. Documents comprising the Bid

The following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars
Section-I.	Notice Inviting Tender (E-Tendering Mode Only)
Section-II.	Terms and Conditions including Eligibility Criterion of the Bid.
Section-III	Procedure for E Tendering
Section-IV	Security Personnel Deployment
Section-V	Scope of Work
Section-VI	General Conditions of Contract
Section-VII	Special Conditions of Contract

Part-II Financial Bid:

i) **Form of Bid**

- duly filled in and online

13. Bid Prices

- 13.1** The Contract shall be for the whole Works, as described in Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder online only.
- 13.2** The bidder shall quote service charge in percentage in prescribed format enclosed as part of tender document on e-tender of Central Public Procurement Portal of Government of India.
- 13.3** All duties & taxes (except GST), shall be payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder. The GST shall be reimbursed (if applicable) subject to production of proof of such payment by the contractor specific to the subject work.
- 13.4** The rates and prices quoted by the Bidder shall be fixed for the period duration of the Contract and shall not be subject to adjustment.

14 Currencies of Bid and Payment

- 14.1** The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.
- 14.2** All payments including advances, if any, shall be made in Indian Rupees.

15. Bid Validity

- 15.1** Bids shall remain valid for a period of **120 days (One Hundred Twenty Days}** after the deadline date for bid submission specified in Clause 22. A bid valid for a shorter period shall be rejected by the **IAHE** as non-responsive.
- 15.2** In exceptional circumstances, prior to expiry of the original bid validity period, the IAHE may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his Bid Security for the period of the extension in all respects.

16. Bid Security

- 16.1** As part of its bid, the bidder shall furnish a Bid Security and cost of the bid document in addition to other specified/prescribed documents in favour of Indian Academy of Highway Engineers and shall be in the form of a Demand Draft from any scheduled Indian Bank in India, duly approved by the Reserve Bank of India (RBI). For value of bid security and cost of bid document, instructions given under the NIT & Procedure under E-tendering may please be seen.
- 16.2** Any bid not accompanied with Bid Security, cost of bid document, and other requisite documents shall be rejected by the IAHE and the bid shall be treated as non-responsive.

16.3 The Bid Security of the unsuccessful bidders will be returned as promptly as possible.

16.4 The Bid Security may be forfeited for the following reasons:

- a) if the bidder withdraws his bid during the period of bid validity;
- b) if the bidder does not accept the correction of his bid price, pursuant to Clause 27;
- c) in the case of a successful bidder, if the bidder fails within the specified time limit to furnish the required Performance Security or sign the Agreement.
- d) If it is found at any stage that the bidder has furnished wrong information or misrepresented facts.

16.5 In case of forfeiture of Bid Security, the bidder shall also be debarred from participation in IAHE works for a period as decided by IAHE.

17. Alternative Proposals by Bidders

Bidders shall submit offers, which comply with the requirements of the bidding documents, including the conditions of contract and conditional offer or alternative offers will not be considered further in the process of bid evaluation.

18. Format and Signing of Bid

18.1 The documents to be submitted in the physical form along with the demand draft for fees/security shall be typed or written in ink and shall be signed by a person duly authorized to sign on behalf of the bidder. All the pages of the documents as mentioned here shall be signed by the person/persons signing the bid. Documents as mentioned here in shall contain no overwriting, alterations or additions, except those to comply with instructions, issued by the IAHE or as necessary to correct errors made by the bidder, in which case such corrections shall be made by striking out the cancelled portion, writing the correction and signing and dating it along with the stamp by the person or persons signing the Bid.

19. Sealing and Marking of Bids

19.1 The documents to be submitted in physical form as per clause 2 (ii) of Procedure under E-Tendering (Section-II) shall be submitted in a sealed envelope superscribed as "Documents in Physical Form" at the top left corner.

In case of any discrepancy between documents submitted online and documents submitted in the physical form, the documents submitted in physical form shall prevail over the documents submitted through online process.

20. Deadline for Submission of Bids

20.1 The Bidder shall ensure that the complete e-Bid is uploaded on Central Public Procurement Portal of Government of India on or before the last date prescribed for submission of bids, as specified in NIT/e- portal. The Bidder is further required to submit Documents in Physical Form on or before the last date of Bid and before the time of submission as specified in NIT, at the following address:

Sh. Sunil Kumar Gupta,
Deputy Director – 1,
Indian Academy of Highway Engineers (IAHE)
A-5, Sector-62, NH-24 Bypass, Noida-201301, U.P., Noida

In the event of the specified date for the submission of documents in Physical form being declared a holiday for the IAHE, the same will be received up to the specified time on the next working day.

- 20.2 IAHE assumes no responsibility for inability of a bidder to submit bids through Central Public Procurement Portal of Government of India on account of delay in submission at bidder's end. Bidder shall ensure that they submit the bid well before the "Due Date & Time of Bid- Submission". IAHE shall not be responsible if bidder is not able to submit the bid on account of failure in network / internet connection or any other technical reason.
- 20.3 The IAHE may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the IAHE and the bidders subject to the original deadline, will then be subject to the new deadline.

21. Late Submission of Document in Physical Form:

Any document in physical form if received by the IAHE after the deadline prescribed in Clause 22 will not be accepted and returned unopened to the Bidder and also the bid submitted by such bidder shall not be considered.

22. Modification and Withdrawal of Bids

- 22.1 Bidders may modify or withdraw their e-bids as directed on the e-tendering portal, before the Bid Due Date and time.
- 22.2 No bid may be modified after the last date of deadline for online submission of bids.
- 22.3 Withdrawal or modification of a Bid between the deadline i.e. the last day of submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 shall result in the forfeiture of the Bid security pursuant to Clause 16.
- 22.4 Bidders may modify the prices of their bids before deadline of online submission of bid.
- 22.5 No Late and delayed bids after Bid Due date/time shall be permitted in e-tendering portal System. Time being displayed on our e-Tendering Portal shall be final and binding on bidder and bids have to be submitted by bidders considering this time only and not the time as per their location.

E. Bid Opening and Evaluation

23 Opening of Technical Bids

- 23.1 The IAHE will open the outer envelope of all the bids received for the work (except those received late) containing the sealed technical bid and the sealed financial bid and announce the names of (i) bidders, (ii) bidders who have submitted technical/financial bids, and (iii) bidders who have given notice for withdrawal of their bids in the presence of bidders or their representatives who choose to attend on the date and time mentioned in the 1TB (Instructions to Bidders). In the event of specified date of bid opening being declared as a holiday for the IAHE, the Technical Bids will be opened at the appointed time and location on the next working day.

- 23.2 Bids for which acceptable notice of withdrawal has been submitted pursuant to Clause 24 shall not be opened and shall be returned.
- 23.3 Envelopes marked Technical Bid shall then be opened. Bidder's names, 'Modification of Technical Bid', the presence/or absence of Bid Security, the amount and validity of Bid Security furnished with each bid and such other details, as the IAHE may consider appropriate will be announced by the IAHE at the time of opening.
- 23.4 The bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.
- 23.5 The sealed envelope containing the Financial Bid shall not be opened at this stage.
- 23.6 The IAHE shall prepare besides the record of bid opening, minutes of the Bid opening, including the information disclosed to those present in accordance with Sub Clause 25.3 hereof.

24. Examination of Technical Bids and Determination of Responsiveness of Technical Bid

- 24.1 Prior to evaluation of Technical Bids, the IAHE will determine whether the bid is accompanied by the required Bid Security.
- 24.2 If the Bid Security furnished does not conform to the amount and validity period as specified in the Invitation for Bid and has not been furnished as specified in Clause 16, the bid shall be rejected by the IAHE as non-responsive as per Clause 16 and the Technical Bid and the sealed Financial Bid will be returned to the bidder.
- 24.3 The Technical Bid will further be examined to determine whether the bid has been properly signed, meets the eligibility and qualification criteria, is accompanied by the requisite certificates, undertaking, Affidavit and other relevant information specified in the bid documents and is substantially responsive to the requirement of the bidding documents and provides any clarification for ascertaining the correctness of the information/details that the IAHE may require pursuant to Clause 29.
- 24.4 If the Technical Bid is not substantially responsive, it will be rejected by the IAHE and will not subsequently be made responsive by correction or modification or withdrawal of the non-conforming deviation or reservation.
- 24.5 The IAHE shall inform, in writing, the bidders, whose Technical Bid is found to be responsive, the date, time and place of opening of Financial Bid. In the event of the specified date being declared a holiday for the IAHE, the Financial Bid will be opened at the appointed time and location on the next working day.

25. Opening of Financial Bids

- 25.1 The Financial bids shall be opened for the work in the serial order listed in the ITB for evaluation and award.
- 25.2 The IAHE will open the 'Financial Bid' (including 'Modification pursuant to Clause (22) of those bidders whose Technical Bid has been determined to be substantially responsive, in presence of the bidders or their representatives who choose to attend on the date intimated to such bidders. In the event of specified

date of Financial Bid opening being declared a holiday for IAHE, the 'Financial Bids' shall be opened at the appointed time and location on the next working day.

- 25.3 The names of the bidders whose Technical Bid is found to be substantially responsive, the bid prices, the total amount of each bid, any discount, 'modifications of Financial Bids' and such other details, as the IAHE may consider appropriate will be announced by the IAHE at the opening of the Financial Bid. Any bid price, which is not read out and recorded at the bid opening, will not be taken into account in Bid Evaluation.
- 25.4 The bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.
- 25.5 The IAHE shall prepare besides the record of bid opening, minutes of the Financial Bid opening including the information disclosed to those in accordance with Clause 27.
- 25.6 If any bidder quoted the rates abnormally below the estimated tender value, the same shall be summarily rejected by the IAHE without assigning any reason thereof.

26. Correction of Errors

- 26.1 Financial Bids determined to be substantially responsive will be checked by the IAHE for any arithmetic errors. Arithmetic errors will be rectified on the following basis:-
- i) Where there is a discrepancy between the amount in figures and in words for any rate in the unit rate column, the amount in words will govern.
 - ii) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern and the line item total will be corrected accordingly.
 - iii) If there is a discrepancy between the total bid amount and the sum of total costs per item, the sum of the total costs per item shall prevail and the total bid amount will be corrected.
27. The amount stated in the Form of Bid will be adjusted by the IAHE in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected, and his Bid Security shall be forfeited in accordance with Clause 16.

28. Evaluation and Comparison of Financial Bids

- 28.1 The IAHE will evaluate and compare only those Financial Bids whose technical bids are determined to be substantially responsive and qualified for award of Contract.
- 28.2 In evaluating the Financial Bids, the IAHE will determine for each Financial Bid the evaluated Bid Price by adjusting the Bid Price as follows:-
- a) Making any correction for errors pursuant to Clause 29;
 - b) Making appropriate adjustments to reflect any price modifications offered in accordance with Clause 24.

- 28.3 If the Bid of the successful Bidder/s is seriously unbalanced in relation to cost for contract profit / service charge (including cost of uniforms, washing allowances and any other charges etc.) of the works, the IAHE may require the bidder to produce detailed price analysis. After evaluation of the price analysis, the IAHE may require that the amount of the performance security set forth in Clause 4 of section VI (GCC) be increased up to an additional 5 (five) per cent at the expenses of the successful bidder to protect the employer against financial loss in the event of default of the successful bidder under the contract.

29 Clarification of Bids

- 29.1 To assist in the examination, evaluation and comparison of bids, the IAHE may, at his discretion, ask any bidder for authentication the correctness of the information/details furnished by him in his bid. Such request by the IAHE and the response by bidder shall be in writing or by cable/fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to conform to the correction of arithmetical errors discovered by the IAHE in the evaluation of the bids in accordance with Clause 27.
- 29.2 Subject to Sub Clause 30.1, no bidder shall contact the IAHE on any matter relating to his bid from the time of bid opening to the time contract is awarded.
- 29.3 Any effort by the bidder to influence the IAHE in the bid evaluation, bid comparison or contract award decisions may result in the rejection of his bid.

30. Process to be Confidential

- 30.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his bid.

31. Award

Subject to Clause 34, the IAHE will award the Contract to the bidder whose bid has been determined to be substantially responsive and with the highest marks (i.e. the total of technical evaluation marks and financial evaluation marks).

32. Employer's Right to accept any Bid and Reject any or all Bids

The IAHE reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

33. Notification of Award

- 33.1 Prior to expiration of the period of bid validity prescribed by the IAHE, the IAHE will notify the successful bidder by email/fax and confirmed by registered letter that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called "the Letter of Acceptance") shall mention the name of the firm including quoted

amount accepted by the IAHE which will pay the Facilitator in consideration of the execution, completion and maintenance of the Work by the Facilitator as prescribed by the Contract (hereinafter and in the Conditions of Contract termed "the Contract Price").

- 33.2 The notification of award will be subject to signing of the Contract by the IAHE & the successful bidder.

34. Signing of Agreement

- 34.1 At the same time that the IAHE notifies the successful bidder that his bid has been accepted, the IAHE will direct him to submit performance bank guarantee and after verification of which to direct him to attend the Employer's office on a date determined by the IAHE for signing the Agreement.

- 34.2 Within 28 (twenty eight) days of the date of signing the Agreement, the successful bidder shall, if required, have the same engrossed, have the correct amount of stamp duty adjudicated by the Inspector General of Registrations, New Delhi and return the same duly signed and executed on behalf of the successful bidder to the IAHE.

35. In case the successful bidder fails to comply with the requirements of Clause 34, sufficient grounds will be construed for cancellation of the award and forfeiture of the Bid Security.

36. Corrupt or Fraudulent Practices

- i) The IAHE will reject a proposal for award if it is found that the Bidder (recommended for award) has engage in corrupt or fraudulent practice in competing for the contract in question. The IAHE will declare such bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract by IAHE if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or during execution.
- ii) In case at any stage, it is revealed that for getting the contract, the bidder has misrepresented/suppressed/twisted the facts or created an extraneous outside pressure, the bid security and/or Performance Bank Guarantee shall be forfeited, besides any other remedy available with the IAHE.

Note : Latest conditions as provided by CVC guidelines / Manual as amended from time to time, shall be followed in this regard.

(SECTION-III)
PROCEDURE FOR E -TENDERING

SECTION-III
[A] PROCEDURE UNDERE-TENDERING

1. Accessing/ Purchasing of bid documents

- (i) To participate in the E-Bid submission, it is mandatory for the bidders to get themselves registered with the Central Public Procurement Portal of Government of India i.e. <https://eprocure.gov.in> to get a user ID & Password.
- a) The tender can be viewed/ downloaded from the Central Public Procurement Portal of Government of India i.e. <https://eprocure.gov.in>.till prescribed last date & time for submission of the of the Bids.

Following may be noted:-

- Applications can be submitted only during the validity of registration with Central Public Procurement Portal of Government of India being managed by National Informatics Centre (NIC) i.e. <https://eprocure.gov.in>.
 - The amendments/clarification to the tender, if any, will be posted on the IAHE website (www.iahe.org.in) and Central Public Procurement Portal of Government of India i.e. <https://eprocure.gov.in>.
- b) To participate in bidding, bidders have to pay **Document Fee (non- refundable) to Indian Academy of Highway Engineers** as per the amount mentioned in the tender document through DD mode only (offline).
- c) Cost of Bid document is only DD mode (offline).
- d) Bid security is offline and through DD mode (offline).

- ii) The Complete Bid Document can be viewed/ downloaded from the Central Public Procurement Portal of Government of India i.e. <https://eprocure.gov.in> or www.iahe.org.in. The bidders shall furnish the details of demand draft against the cost of RFP at the time of submission of e-bid.
- iii) Detailed tender document can be viewed/downloaded from the Central Public Procurement Portal of Government of India i.e. <https://eprocure.gov.in> or iahe.org.in from **24.01.2020 to 17.02.2020** (upto 14:30 Hrs)

2. Preparation & Submission of bids:

- (i) Detailed tender documents may be downloaded from the Central Public Procurement Portal of Government of India i.e. <https://eprocure.gov.in>. From **24.01.2020 to 17.02.2020** (upto 14:30 Hrs) and tender may be submitted online following the instructions appearing on the screen.
- (ii) The following documents shall be prepared and scanned in different files (in PDF format) and uploaded during the online submission of Bid. These document shall also be submitted in ORIGINAL to IAHE on or before **18.02.2020** (up to 14:30). For submission of Bids.
- (a) Bid security [**Rs1,00,000/-**] in the form of DD in favour of IAHE payable at, Noida or a *copy of valid NSIC registration certificate or MSME certificate should be attached for claiming exemption from payment of bid security.*
- (b) Cost of tender document of Rs. 500.00 (Rs. Five Hundred Only) in the form of DD in favour of IAHE payable at, Noida or a *copy of valid NSIC registration certificate or MSME certificate should be attached for claiming exemption from payment of tender document.*
- (c) Power of Attorney duly notarized for signing of Bid in the format at Annexure-I;
- (d) Affidavit in the format given at Annexure-II
- (e) An Undertaking from the person having POA referred to in Sub. Cl. (c) Above that they agree and abide by the Bid documents uploaded by IAHE and

amendments uploaded, if any (as per format given at Annexure-III).

- (iii) The bid (Price bid) should be submitted **online only** in the prescribed format given in the website. No other mode of submission is accepted.
- (iv) For documents except as mentioned at **Sl. (ii) above** of Bid, shall be digitally signed by the Authorized Signatory of the bidder & submitted "on-line" only. No hard copy is required to be submitted.
- (v) It may be noted that scanned copies can be prepared in different file format (PDF) duly signed digitally.
- (vi) The Documents as specified in para 2 (ii) above shall be placed in a sealed envelope. The envelope superscribed the following:

Sh. Sunil Kumar Gupta

Deputy Director - 1

Indian Academy of Highway Engineers (IAHE)

A-5, Sector-62, NH-24 Bypass, Noida-201301, U.P., Noida

Tel: 91-120-2405009 Fax: 91-120-2400087

E-mail: trng.iahe-morth@nic.in Website: www.iahe.org.in

3. Modification / Substitution / Withdrawal of bids:

- (i) The Bidder may modify, substitute or withdraw its e-bid after submission, prior to the last date of Bid. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the IAHE, shall be disregarded.
- (iii) For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload/resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid prior to the Bid due date.
- (v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re-submit e-bid again.

4. Opening & Evaluation of bids.

- (i) Opening and evaluation of bids will be done through online process.
- (ii) The IAHE shall open on-line received Bids at **15:00 Hrs.** On the Bid Opening Date, in the presence of the Bidders/ Authorized Signatory /Authorized representative who choose to attend. The IAHE will subsequently examine and evaluate the Bids in accordance with the provisions set out.
- (iii) Prior to evaluation of Bids, the IAHE shall determine whether each Bid is responsive to the requirements of this RFP.
- (iv) 'Financial Bid' of non-responsive bidders shall not be opened.
- (v) The bid shall be opened of those bidders only who submit bid documents in original as mentioned in para 2(ii) above. The bid submitted on-line but without submission of original documents as required shall not be opened and same shall be rejected.

(SECTION-IV)

SECURITY PERSONNEL DEPLOYMENT

SECTION:IV

SECURITY PERSONNEL DEPLOYMENT

1. The Facilitate or may exhibit their security personnel deployment chart. All statutory requirements and compliance will be the responsibility of the bidders like safety and labour laws etc.
2. Facilitator shall provide qualified, trained and disciplined security personnel as per the table given below. The employment of these security personnel will be with the facilitate or as he is a service provider.

On contract as per minimum Wages fixed by the Government of India (Ministry of Labour and Employment), New Delhi in scheduled employment under Minimum Wages Act

Sl. No.	Name of the Services post	No. of posts	Minimum Educational Qualification & Experience	Maximum Age
1	Security Supervisor	3 (one for each shift of 8 hrs) for round the clock security	Ex- Serviceman to the rank of JCO & above	Not more than 60 years
2	Security Gunmen (Security Guard with arms)	1 for Night shift of 8 hrs (22.00 – 06.00 hrs)	High School/ 10th Pass / Ex- Service man	Not more than 60 years
3	Security Guards (without arms)	08* (two for each shift of 8 hrs) for round the clock security	High School/ 10th Pass / Ex- Service man	Not more than 60 years

- Note:1. *2 Security Guards (without arms) will be provided by the Security agency in IAHE as reliever of other Security personnel during their paid rest days and absence from duty. Security Agency will depute all security personnel on rotation basis so that on each day 10 Security personnel {3 person in 1st shift, 3 person in 2nd shift and 4 person in 3rd shift (night shift)} will be available in IAHE campus. Every Security personnel will also get paid rest leave as per minimum wages act.
2. The Total number of security personnel may increase or decrease as per the requirement payment for extra manpower will be paid pro-data only for each category.
 3. The Consolidated salaries of the security personnel as per table above shall be as per policy of IAHE or the minimum wages fixed by the Government of India (Ministry of Labour and Employment), New Delhi in scheduled employment under Minimum Wages Act from time to time, whichever is higher

(SECTION-V)
SCOPE OFWORK

**SECTION: SCOPE OF
WORK**

Security Services for the IAHE Campus, Sector- 62, Noida.

1. The Facilitator or may exhibit their staff deployment chart. All statutory requirements and compliance will be the responsibility of the bidders like safety, labour laws and the wages act etc. The bidders may also state the additional specific staff requirement, if any.
2. Facilitator shall provide qualified, trained and disciplined security personnel as per the table given below. The employment of these manpower will be with the facilitator as he is a service provider

On contract as per minimum Wages fixed by the Government of India (Ministry of Labour and Employment), New Delhi in scheduled employment under Minimum Wages Act

Sl. No.	Name of the Services post	No. of posts	Minimum Educational Qualification & Experience	Maximum Age
1	Security Supervisor	3 (one for each shift of 8 hrs) for round the clock security	Ex- Serviceman to the rank of JCO & above	Not more than 60 years
2	Security Gunmen (Security Guard with arms)	1 for Night shift of 8 hrs (22.00 – 06.00 hrs)	High School/ 10th Pass / Ex- Service man	Not more than 60 years
3	Security Guards (without arms)	08* (two for each shift of 8 hrs) for round the clock security	High School/ 10th Pass / Ex- Service man	Not more than 60 years

- Note:1. *2 Security Guards (without arms) will be provided by the Security agency in IAHE as reliever of other Security personnel during their paid rest days and absence from duty. Security Agency will depute all security personnel on rotation basis so that on each day 10 Security personnel {3 person in 1st shift, 3 person in 2nd shift and 4 person in 3rd shift (night shift)} will be available in IAHE campus. Every Security personnel will also get paid rest leave as per minimum wages act.
2. The Total number of security personnel may increase or decrease as per the requirement payment for extra manpower will be paid pro-rata only for each category.
 3. The Consolidated salaries of the security personnel as per table above shall be as per policy of IAHE or the minimum wages fixed by the Government of India (Ministry of Labour and Employment), New Delhi in scheduled employment under Minimum Wages Act from time to time, whichever is higher.
3. Police Verification of all the above categories of personnel shall be arranged by agency and record be kept with agency. In case of any criminal activity, facilitator will be summarily responsible to local police. Also the medical fitness certificate from Registered Medical Practitioner /Govt. Hospital / State Hospital shall be arranged by

the agency and record kept with agency in respect of staff deployed. *Confirmation in this regard shall be given by the agency to the IAHE.*

4. If any staff is required to visit any office or MoRT&H, or any other Ministry / Department of Government of India or any other local area related with official work assigned by their controlling officers, he/she will be paid local conveyance allowance @ Rs.4.00 per km and TA as per actual or as decided by IAHE. The amount of local conveyance will be reimbursed to the Facilitator by IAHE.
5. The Facilitator shall issue photo identity cards at his own cost, with the details viz. name, Father's Name, Date of Birth, Name of the Organization with address and telephone No., blood group etc. to each and every staff, supervisor.
6. The Facilitator shall also make arrangements to provide 2 sets of summer uniforms (with firm's logo and name of worker) and 2(two) sets of winter uniform with pullover (with firm's logo and name of worker) to each of the employee per year at its own cost and will be distributed well before the onset of the season in the presence of representative of IAHE. The cost of the same is not reimbursable.
7. The Facilitator shall ensure and certify the credentials of persons deployed for Security Services and submit the proof duly signed by each worker for record. Any change of manpower, if required, during the currency of agreement will be permitted with prior permission of IAHE.
8. The facilitator shall provide 01 Casual Leave (CL) per month to the persons deployed. The unused CL shall lapse on 31st December of every year or the end of the contract whichever is earlier.

(SECTION-VI)

GENERAL CONDITIONS OF CONTRACT

SECTION: VI

GENERAL CONDITIONS OF CONTRACT

1. SUPPLY OF SECURITY PERSONNEL

- 1.1 The successful bidder (to whom Contract has been awarded) hereinafter called "Facilitator", shall get the works supervised by designated Supervisor officer, who shall be qualified and experienced to supervise.
- 1.2 The Facilitator shall be responsible for all pay & allowances of persons deployed, local laws including minimum wages etc. The contractor shall supply the security personnel as listed in Section - IV "Security personnel - Deployment" of the Bidding Document, based on the demand given by IAHE from time to time, within 02 weeks of the Written Notice. In case of failure against any category, the IAHE shall get the Security personnel from other Agency by Nomination, at the Risk & Cost of the Bidder-Contractor / Facilitator. The payment to Nominated Agency shall be debited from the account of facilitator / contractor.
- 1.3 The Facilitator should ensure payment of wages to all the workers through their Bank account by 7th of each month or by 6th (in case of 7th is a Sunday/Holiday) and submit the Bank statement with next month bill. Noncompliance of this condition will result in a penalty of **Rs.10, 000/-** on each occurrence. (A notice of non-compliance **will** be issued by IAHE).
- 1.4 The payment of the salaries of staff shall be through Electronic clearing Services (ECS) mode only or through Bank account only. EPF number of all persons and Proof of EPF payments shall be provided to IAHE by the Facilitator.
- 1.5 The Facilitator shall identify the IAHE against any payment to be made under and for observance of the above mentioned various laws & rules. In case of any liability which falls on IAHE for non-compliance of the applicable law by the Facilitator / Contractor, the Facilitator / Contractor shall fully indemnify IAHE including legal expenses incurred by IAHE to defend itself.
- 1.6 The Facilitator undertakes any liability arising out of any dispute raised by the deployment of Manpower and indemnify the IAHE against any such claim including legal expenses if any incurred by the IAHE.
- 1.7 It is agreed & understood by the contractor that this Contract shall non-transferrable. The Facilitator is not permitted to subcontract any job arising under this contract further. The Contractor will neither appoint any sub-agency nor assign any burden or benefit of this contract to any third party. In case of breach of this condition, the contract is liable to be terminated by giving one week notice to the contractor.
- 1.8 A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and the copy is to be sent by the Facilitator to the Principal Employer under acknowledgement.
- 1.9 The Facilitator shall in respect of labour employed by him, comply with the provisions of Contract Labour (Regulations & Abolition) Act, 1970 in regard to all matters provided therein, including obtaining a valid license from the IAHE under Contract Labour (Regulations & Abolition) Act, 1970.

- 1.10 The Facilitator shall get the work supervised from trained/ experienced supervisor

2. CONTRACT PERIOD

The contract period of Facilitator shall be valid initially for a period of 02(two) years from the date of execution of agreement/issue of work order. The Contract can further be extended as mutually agreed to, between the parties at same rate, terms and conditions for one more year. Before the expiry of the stipulated period, either party shall give in writing its intention to extend the contract. If the contract is agreed to be extended by both the parties, the same shall be in writing and a fresh Agreement shall be executed for the said period.

3. Bid Security

The Facilitator shall be required to furnish a security Bid Security of requisite value to IAHE, in the form of Demand Draft. In the event of award of work. Bid Security shall be released to the successful bidder on submission of Performance Security in the form of Bank Guarantee and signing of the contract. In case of non-submission of performance guarantee, the Bid Security of successful bidder shall be forfeited. The Bid Security of non-responsive bidder(s) shall be returned as promptly as possible. The Bid Security of the responsive bidder(s) shall be returned after signing of the contract.

4. PERFORMANCE SECURITY

The successful bidder shall submit a performance security in form of an unconditional Bank Guarantee from schedule Bank, acceptable to IAHE, for an amount of Rs. 5,00,000/- (Rupees five lakhs only) within 15 days from the issue of Letter of acceptance (LOA) and the same shall remain valid for the contract period +2 months, i.e. 26 months from date of signing of Agreement.

5. PAYMENTS

IAHE shall pay the monthly bills within a reasonable time in the succeeding month of billing month after 15 day after receiving a valid bill with all required supporting documents. While submitting the bills for payment, the agency shall enclose the proof of remittance of contributions by employer as well as employee for EPF, ESI, and GST for preceding month of the billing month.

6. STATUTORY REQUIREMENTS

- 6.1 The facilitator shall comply with the statutory provisions of all labour laws statutes, ordinances, rules and regulations applicable to the employment of the workers and the services agreed to be provided pursuant to this Agreement and shall obtain all necessary registration, licenses, approvals, sanctions from the Competent Authority as are required under Employees Provident Funds and Miscellaneous Provisions Act, 1952 along with Rules (EPF), Employees State Insurance Act, 1948 along with Rules & Regulations (ESI), Contract Labour (Regulation & Abolition) Act, 1970 along with Rules, 1971 and under any other applicable laws providing that any approvals and registration that are required to be taken by the contractor/facilitator due to the nature of its business. In case the facilitator contravenes any conditions of license granted under the Contract Labour Act, the contractor / facilitator shall be wholly responsible for the consequences thereof. Further, the facilitator shall maintain all statutory registers, records as required under the applicable laws and shall produce the same, on demand to the IAHE or any other authority under law. The IAHE reserves the right to withhold invoices if the facilitator fails to produce proof of having remitted the PF / ESI dues or records are not maintained. The facilitator shall be held wholly responsible for any action taken by the Statutory Authorities for violation/non-

compliance of any such provision/rule.

6.2 The facilitator will comply with all the requirements of the Statutory Authorities under Contract Labour (Regulation & Abolition) Act, EPF Act, ESI Act, Employees Compensation Act, Minimum Wage Act, Payment of Wages Act, Professional Tax etc. including monthly contribution to be deposited with the Statutory Authorities in respect of the employment of workers by him. The wages of every person employed as contract worker shall be paid without any deductions of any kind except those specified by the Central Govt. by general or special order in this behalf or permissible under the Payment of Wages Act, 1936. The facilitator shall ensure the disbursement of wages in the presence of an authorized representative of IAHE by obtaining a certificate under the signature of such authorized representative, at the end of the entries in the register of wages. If the facilitator fails to comply with any of the provision under any Act or rule or regulation applicable to it and as a consequence of which the IAHE is compelled to bear any additional financial burden such as fine, penalty, loss or of any other nature, the IAHE reserves the right to recover such amounts from the invoices of the facilitator along with interest without prior notice.

- i. The Facilitator shall maintain prescribed Attendance Register for the deployed manpower regularly and submit for inspection on demand by IAHE even after expiry of the period of present contract.
- ii. The Facilitator shall be required to submit to IAHE consolidated monthly salary, deduction, allowances statement of each employee deployed to work duly signed along with the bills of payment for records.
- iii. The Contractor shall ensure for holding of valid licenses for providing Security services from the concerned Govt. Departments including IAHE under all statutory orders/notifications etc. and laws applicable.
- iv. The Contractor shall submit an affidavit on due contribution of PF/ESI for the previous month, stating that they have disbursed all the due wages and has also deposited the due contribution of ESI and PF in the ESI and PF department in each month, before submitting the contractor's bill to finance / accounts department for payment to the Contractor.
- v. All the statutory obligations relating to Gratuity, PF, ESI, Bonus, weekly off, minimum wages, workman compensation, Leave etc. and other requirements like uniform/washing allowance to be provided to the workers in Security services shall be the sole responsibility of the Agency.
- vi. To ensure compliance, the facilitator has also to give an undertaking on an Affidavit that if they have not paid any dues to the contract personnel deployed by them and has not deposited the due contribution of ESI and PF, Contractor shall be responsible to pay such dues to the workers and the balance contribution of ESI and PF in future including the interest & penalty if any imposed by any Statutory Authority of Competent Jurisdiction.

7. **COMPENSATION**

The Facilitator shall ensure that the properly of IAHE is not damaged in anyway due to carelessness of deployed manpower. In case of any injury of major accident the agency shall be required to compensate to the deployed manpower suitably due to the negligence and for not exercising due diligence. IAHE will not be responsible on this account in any way. The Facilitator / agency will also ensure proper

compensation to the deployed manpower on account of injury / death during the course of their deployment. The Facilitator/agency shall make necessary insurance arrangements for the manpower deployed and deposit the policy with IAHE. Insurance policy will cover all staff deployed under contract for any injuries/fatal accident/death in any accident.

8. FORCE MAJEURE

Neither party shall be considered in default in the performance of its obligation under this agreement, if such performance is prevented or delayed on account of war, civil commotion, epidemics, fire, unprecedented floods, acts of god or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earth quake, cyclone, or because of promulgation of any law or regulations by the govt. or any judgment of any court of Competent Jurisdiction or Statutory Authority in India made against the Contractor/Facilitator in any proceedings for any reason other than failure of Contractor/Facilitator to comply with any Applicable Law or Applicable Permits or on account of breach thereof. At the time of occurrence of a force-majeure condition, the affected party shall give a notice in writing within 15 days from the date of occurrence of the force-majeure condition indicating the cause of force-majeure condition and the period for which the force-majeure condition was likely to subsist. In the event the affected party is prevented from fulfilling its obligation under the agreement owing to the force-majeure condition continuing for more than 30 days, both Parties shall consult each other regarding the continuation of this agreement including early termination.

9. DEDUCTION OF INCOME TAX AND PAYMENT OF SERVICE TAX

- (i) Income tax shall be deducted from all the accepted payment to be made so far, in accordance with the provisions of Income Tax Act, 1961. Firm must be registered for work contract tax and also quote their PAN number.
- (ii) Service Tax or any other tax as applicable for the service provided to IAHE shall be borne by the bidder / contractor to whom the contract is awarded.

10. TERMINATION AND PENALTY

- i) The Contract may be terminated even before the stipulated period by either party giving the other one month's notice in writing.
- ii) Either party may also Pre-Terminate for any just cause like Force- Majeure upon one month's advance notice in writing to the other party. Any violation of agreement or suppression of facts will attract termination of agreement by giving 30 days' notice. Any Pre-Termination of this agreement shall not prejudice the rights or claims of either party which may have accrued prior to such termination.
- iii) In case the agency fails to abide by the terms and conditions, the IAHE besides termination will be at liberty to obtain the Security Services from any other agency at the risk and cost of the successful bidder / Agency.
- iv) If any personnel is deployed by Facilitator without uniform IAHE may impose penalty @Rs. 2000/- per day.

11. ADDITIONAL SERVICES

If required by the IAHE, the agency shall also be required to provide additional services / manpower of the categories which are not covered under Section relating to Security personnel Deployment at the IAHE campus, at the rates as decided by the IAHE or minimum wages, whichever is higher.

12. ENHANCEMENT

- a) No enhancement in the rate (%) quoted against service charges/ contractor's profit will be allowed during the contract period on any account. However, only on statutory increase in wages, enhanced rate of wages shall be paid by IAHE to the Facilitator for payment to workers deployed in IAHE.
- b) The total number of Manpower may be increased or decreased as mentioned in scope of work as per requirement, after approval of competent authority, IAHE. The wages of all additional manpower will be as per contract only.
- c) IAHE may ask the Facilitator for requirement of manpower of the post / category which are not mentioned in scope of work.
- d) Any increases in minimum wages as revised by the Government from time to time shall be brought to the notice of the IAHE by the Facilitator. Accordingly, if applicable, the same shall be enhanced along with the applicable rate of PF & ESI and any other statutory dues thereon.
- e) Salary/wages etc. of all categories of staff deployed under Security services shall be paid by the facilitator and shall be reimbursed by the IAHE after submission of the bills along with supporting documents in this regard by the Facilitator.
- f) The facilitator in addition to weekly *off* shall provide 01 Casual Leave (CL) per month to the persons deployed and the same shall be reimbursed to the facilitator by IAHE. The unused CL shall lapse on 31st December of every year or the end of the contract whichever is earlier.

13. Insurance under Group Insurance Policy(GIP):

The Service Provider shall maintain at its own expense, professional liability insurance including coverage for errors and omission caused by Services Provider's negligence in the performance of their duties under the Contract: (A) for the amount equivalent to total payments for remuneration and reimbursable expenditure made or expected to be made to the Service Provider hereunder or (B) the proceeds that the Service Provider may be entitled to receive from any insurance, maintained by the Service Provider, to cover such as liability, whichever of (A) or (B) is higher. The Policy should be issued only from nationalized insurance company. The Service Provider shall not cancel the policy mid-term without the written consent of the Employer and shall submit an undertaking from the Insurance Company in this regard.

14. OVER PAYMENTS & UNDER PAYMENTS

14.1 Wherever any claim for payment of a sum of money to IAHE arises out of or under this contract against the Facilitator, the same shall be deducted by IAHE from any subsequent payment due to the Agency & if fall short all such remaining payment shall be recoverable by the IAHE from the security deposit.

15. If any damage / theft are caused to the assets / property / office equipment by staff or supervisor of the Facilitator then the Facilitator shall be the co stand IAHE may deduct and withhold the payment equal to the sum of assets and property without serving any notice.

16.1. CANCELTION OF CONTRACT IN FULL OR INPART

- (i) If the Facilitator at any time defaults in proceeding with the work and continues to do so for 30 days from the date of receiving a notice in writing from IAHE.
- (ii) Commits default in complying with any of the terms and conditions of contract and does not take effective steps to rectify it within 15 days from the date of receiving a notice in writing from IAHE.
- (iii) Fails to provide the services stated in the scope of work and does not complete them within 15 days from the date of receiving a notice in writing from IAHE.

In the event of default by the facilitator on any of the above, the IAHE may without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to IAHE by written notice, cancel the Contract as per whole or only such work where the facilitator is in default. The balance or the work withdrawn from the facilitator will be got executed through other agency at the Risk & Cost of the defaulting facilitator. The excess expenditure if any incomplection of the balance work or the work withdrawn will be recovered from the defaulting facilitator.

Besides above, a penalty as deemed fit to the IAHE shall be recovered from the facilitator. In case of part cancellation, the services shall be taken by IAHE from any other agency by nomination as decided by the Competent Authority at the risk and cost of the contractor / facilitator.

16.2 IAHE shall on such cancellation have powers to take possession of the site and any materials thereon; and /or carry out the incomplete work by any means at the risk and cost of the Facilitator. Any excess expenditure incurred or to be incurred by IAHE in completing the works or part of the works or the excess, loss or damages suffered or may be suffered by as aforesaid after allowing such credit as shall be recovered from any money due to the Facilitator on any account and if such money is not sufficient the Facilitator shall be called upon in writing to pay the same within 30 days.

17 Dispute Resolution

17.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this agreement (including its interpretation) between the parties, whether during the execution of the work or after the completion and so notified in writing by either Party to the other Party (the " Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the Conciliation Procedure as set forth below.

17.2 The parties agree to use their best efforts for resolving all disputes arising under or in respect of this Agreement promptly, equitably and in good faith and further agree to Provide each other reasonable access to all the records, information and data pertaining to any dispute.

17.3 **CONCILIATION-** In the event of any dispute between the parties, either party may require such dispute to be referred to the Director, IAHE for amicable settlement thereof, and upon such reference the Director, IAHE shall refer the dispute to one conciliator of the rank of Joint Director and the parties shall agree on the name of a sole conciliator appointed by Director, IAHE for commencement of conciliation proceedings. The conciliation proceedings shall be in accordance with the procedure

Prescribed in PART 111 "CONCILIATION" of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015.

- 17.4 The Parties agree that the process of Conciliation and Amicable Settlement Mechanism Will be a Pre-requisite condition before taking recourse to the operation of the Arbitration Clause.

18. Arbitration

- 18.1 The parties agree that any dispute or difference arising under or out of or in relation to this agreement, which is not resolved amicably by conciliation, as provided above, shall be finally decided by reference to Arbitration by a sole Arbitrator
- 18.2 The place of Arbitration and the venue of hearings of the Arbitral Tribunal shall be at IAHE campus or at any nearby alternate accommodation at Noida/New Delhi/only.

19. GOVERNING LAW AND JURISDICTION

This agreement shall be construed and interpreted in accordance with and governed by the Laws of India and the Courts at respective State shall have jurisdiction over all matters arising out of or relating to this agreement.

20. GENERAL

- a) In the event of any dispute over the interpretation of any of the clauses of this agreement or any part thereof including definitions, the decision of Director, IAHE shall be final and binding on agency.
- b) The jurisdiction of legal complaints shall be confined to Noida/New Delhi only.
- c) The IAHE and Facilitator shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute arising between them under the contract or in connection with it.
- d) In the case of a dispute or difference arising between the IAHE and Facilitator/Contractor relating to any matter arising out of or connected with this contract, such dispute or difference shall be referred to Hon'ble Courts in respective State only and the decision of Hon'ble Court i.e. Lower Court, High Court & Supreme Court shall be binding on both the parties.

21. The Facilitator shall issue photo identity cards at his own cost with the details viz. name, Father's Name, Date of Birth, Name of the Organization with address and telephone No., blood group etc. to each and every worker, supervisory staff. Security staff shall be at liberty to exercise check on any of the works, supervisors while entering, search them in the premises during the work and while leaving from the premises. The Facilitator shall also make arrangements to provide 2 sets of summer uniforms in the month of March (with firm's logo and name of worker) and 2(two) sets of winter uniform in the month of October with pull over (with firm's logo and name of worker) to each employee, per year at its own cost and will be distributed well before the one set of the season in presence of representative of IAHE.

- 22.** All the statutory obligations relating to Gratuity, PF, ESI, Bonus weekly off, minimum wages, workman compensation, Leave etc. and other requirements like uniform / washing allowance to be provided to personnel in Security services shall be the sole responsibility of the Agency.

23. INTER-SE-RELATIONS:

23.1 In all circumstances it is clearly understood by the parties that the personnel deployed by the Facilitator shall have no connection whatsoever with the **IAHE** and the relationship of master and servant or employer and employee shall be only between the Facilitator and the personnel. **IAHE** will have no administrative, supervisory and managerial control over the personnel deployed by Facilitator.

23.2 In case of termination of this contract on its expiry or otherwise, the personnel deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in the **IAHE**.

23.3 The Contractor / facilitator shall at all times (including after employment ends for any reason):

- i) Hold all confidential information in confidence and not discuss, communicate or transmit to others or make any unauthorized copy of or use the information held by you in fiduciary capacity or in any other capacity, position or business unrelated to IAHE and unauthorized by IAHE;
- ii) Use the confidential information in confidence only in furtherance of proper IAHE related reasons for which such information is disclosed or discovered; Take all reasonable action, that IAHE deems necessary or appropriate, to prevent unauthorized use or disclosure of, or to protect IAHE's interests in, the confidential information excepts as required by law to do so.

24. OTHER TERMS & CONDITIONS OF THE CONTRACT

24.1 Removal of Workmen: The Facilitator shall replace the person from the works who in the opinion of the IAHE officer, misconducts himself or is incompetent or negligent in the proper performance of his duties. Such person shall not be again employed upon the works without permission of the IAHE officer.

24.2 Instruction and Notices; All notices required to be given by one party to the other party on the address given by agency and all other communications, documentations and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

All notices to be given by the IAHE to the Facilitator under the terms of contract which shall be served upon them by Registered Post or Speed Post or delivering the same to the contractor's place of business, herein given above.

(SECTION-VII)

SPECIAL CONDITIONS OF CONTRACT

SECTION: VII

SPECIAL CONDITIONS OF CONTRACT

1. The Facilitator shall make arrangement to issue **Plastic Identity cards** with Photographs to each of the staff for entry into the premises. These ID cards shall be issued by the Facilitator at his cost. Security staff shall be at liberty to exercise check on any of the workers, supervisors while entering, search them in the premises during the work and while leaving from the premises.
2. In case it is felt by the IAHE officer or his authorized representative that any workman or supervisor of the Facilitator is not suitable for carrying out the job or for supervision then the workmen or the supervisor is to be replaced immediately by the Facilitator on receiving communication from IAHE.
3. All work under and in course of execution shall at all times be open to the inspection and supervision of the IAHE officer or his authorized subordinates. Orders given to the contractor's agent shall be considered to have the same force as if these have been given to the Facilitator himself.
4. The facilitator shall undertake unconditional certificate to comply with all the provision provided in the Labour Law and responsibilities of the Principal Employer and indemnify the IAHE against any claim whomsoever arising out of this assignment

5. **Period of contract**

The Contract shall be valid initially for a period of 02 (two) years from the date of execution of agreement/issue of work order. The Contract can further be extended on mutual consent on the same terms and conditions.

6. **Extension of contract**

If the Facilitator shall desire an extension of contract he shall apply in writing to the IAHE officer within 30 days before the expiry of contract. IAHE will decide whether the Contract can be extended or not and shall communicate the same to the Facilitator.

- 7, During the tenure of the contract the Facilitator has to coordinate his work with other agencies working inside or outside the building while attending to his jobs.
8. Overtime rate per day (8 hrs) for working on Sundays, Gazetted holidays and beyond working hours (as applicable) will be paid on pro rata basis of the daily quoted rate for respective manpower.
9. If any staff is required to visit MoRT&H, or any other Ministry / Department of Government of India or any other local area related with official work assigned by their controlling officers, he / she will be paid local conveyance allowance @ Rs.4.00 per km. The amount of local conveyance will be reimbursed to the Facilitator by IAHE.
10. The Facilitator shall pay & continue to pay during contract and also pay till full settlement with the labour(s) or workers for all statutory requirements applicable as per rules and applicable law, including gratuity / retrenchment benefits pertaining to the currency of the contract. He shall indemnify IAHE and shall keep IAHE indemnified against such claims.

11. In the event of the Facilitator committing any breach of any terms and conditions herein contained and /or required to be observed and performed by the Facilitator for the satisfactory and faithful performance of the contract, IAHE shall be at liberty to terminate this contract by giving three months 'notice and without assigning any reason and IAHE shall be entitled to for feit the security deposit or any part thereof.

12. In case of non-compliance of contract obligations with regard to and also in case of any damages or breakages to the buildings and fittings attributable to Facilitator's labour, Facilitator will be responsible for repairing /replacing the same at his cost failing which cost with suitable penalty shall be imposed on the Facilitator by officer of IAHE whose decision shall be final and binding on the Facilitator.

13. Indemnity

131 The Contractor/Facilitator shall indemnify and undertakes to keep indemnified and save harmless and defend the IAHE including all its officers, directors, employees, agents and its affiliates and subsidiaries from and against any and all claims, demands, actions, proceedings, costs, expenses (including, but not limited to, legal and other professional fees and expenses) losses, damages and other liabilities etc. of any nature whatsoever, suffered or incurred by IAHE and that may be raised by its workmen or by any third party in connection with the obligations under this contract and/or instituted as a result of any breach or default on the part of the Contractor/Facilitator of any applicable laws, rules or regulations with respect to the workmen supplied or otherwise because of non-payment of taxes/failure to comply with applicable laws relating to the Contractor's Business.

132 The Contractor/Facilitator shall indemnify and compensate the IAHE, if the IAHE as principle employer under the Contract Labour (Regulation &Abolition) Act, 1970 or under any other Statutory Legislation becomes liable to assume any liability, penalties and/or obligations arising out of and from the aforesaid Acts or other similar legislations.

133 IAHE shall not be held liable vicariously or otherwise for any deeds, promises, offences or misconduct committed by the Contractor/Facilitator or any of its workers deployed. The persons deployed by the Contractor/Facilitator shall be bound to exercise a duty of care in the rendition of any service and/or in the conduct of any activities pursuant thereto and shall keep IAHE indemnified from and against any lose caused to or suffered by the IAHE due to any act of omission or commission or negligence or willful misconduct whatsoever or any declaration found to be false or incorrect of the Indemnifying Party.

14. Confidentiality

That the contractor/facilitator and the workers deployed by it and/or any of its personnel staff shall not either during the period of this contract or at any time thereafter, divulge or use or disclose to any third party, the secrets or confidential information including but not limited to details of office, operation process, technical know-how, security/administrative/organizational matters or any information relating to business or affairs of IAHE and/or its affiliates which the contractor/facilitator is exposed to or is received or which may have acquired during the course of the performance of the outsourced services or pursuant to any activities conducted for IAHE, and the Contractor/Facilitator shall indemnify and keep indemnified the IAHE from any loss or damage arising from breach of this undertaking. The Contractor/Facilitator/Service Provider shall take the necessary steps to cause its officers/employees to observe the confidentiality provisions hereof.

(SECTION-VIII)

ANNEXURES, FORMS OF APPLICATION, LOA &
AGREEMENT

Annexure-1

Power of Attorney for signing of Bid

[Refer Clause 5.1(b) of Section-III, /TB]

(To be given on Non-judicial stamp paper and duly notarized)

Know all men by these presents, We, (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (Name),son / daughter / wife of..... and presently residing at, who is presently employed with us and holding the position of, as our true and lawful

Attorney (herein after referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for.....

Project proposed or being developed by the Indian Academy of Highway Engineers (the "IAHE") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the IAHE, representing us in all matters before the IAHE, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the IAHE in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the IAHE.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For.....
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted Notarized

(Signature, name, designation and address of the Attorney)

Notes: *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs.50 (fifty) and duly notarized by a notary public.*

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from Countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

ANNEXUE-II

AFFIDAVIT

(To be given on a Non-judicial stamp paper and duly notarized)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments and bid application are true and correct.
2. The undersigned also hereby certifies that neither our firm _____ nor any of its constituent partners if any have abandoned Any work or works on National Highways Authority of Indian or any contract awarded to us for such works has been rescinded during last five years prior to the date of this bid. We also hereby declare that neither our firm nor any partner/ director has even been blacklisted by any Govt / PSU / Statutory Authority or suspended for any period of contract or penalized for any breach.
3. The undersigned also furnish undertaking that we are not declared by any court of law as proclaimed offenders also that we are not convicted under any law for the offences punishable under Indian Penal Code, TADA, POTA, Negotiable Instruments Act or any Labour / employee beneficial legislation's.
4. The undersigned hereby authorize (s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by IAHE to verify this statement or regarding my(our)competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the IAHE with in stipulated specified period.

(Signed by an Authorised Officer of the Firm)

I/We the above named deponent do hereby verify that the contents of the aforesaid paragraphs 1 to 5 are true and correct to the best of my / our knowledge and belief and nothing is concealed there from. Verified at Delhi this day of 2020

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of the Firm

ANNEXURE- III

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s _____ agree to abide by this bid for a period of _____ days after the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorised Representative of the Firm)

Name of the Representative

Name of Firm

DATE

ANNEXURE-IV

UNDERTAKING

I, the undersigned do hereby undertake that our firm/individual/Proprietor(s)/ Board of Directors etc. of the firm have been or have not been (strike whichever is applicable) black-listed/ debarred/ suspended/ held non-performer etc. by any Central Govt/State Govt/Autonomous Body/PSU/Pvt. Sector etc.

2. Further, no litigation or arbitration has been made by/against our firm/any individual/Proprietor(s)/ Board of Directors etc.

OR

1. The details of black-listing / debarment / suspension / non-performance etc. by Central Govt. / State Govt./Autonomous Body/PSU/Pvt. Sector etc. is given as under:-

2. Details of litigation / arbitration by/against our firm/any individual / proprietor(s) / Board of Director(s) this firm is given as under:-

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

ANNEXURE- V

FORM OF LETTER OF APPLICATION

To

Deputy Director – 1
Indian Academy of Highway Engineers,
A-5, Institutional area, Sector- 62, Noida
Gautam Budh Nagar (U.P.)

Sub: Description of Works- Providing Security Personnel at IAHE Noida

Dear Sir,

Having examined the Bid Document, Instructions to Bidders Qualification Information, Scope of works, etc. for the subject work. We hereby submit our bid for the subject work.

It is certified that the information furnished in this document is true and correct. The proposal is unconditional and unqualified. I/We, the undersigned unconditionally accept that IAHE reserves the right to reject any or all application without assigning any reason.

Thanking you,

Yours faithfully,

(Authorized Signatory)
for and on behalf of M/s_ _ _ _ _

Tender 2020 for Providing Security Personnel at IAHE Noida

1. Name off Tendering Company/ Firm / Agency with Regn. No., if any
(Attach Certificate of Registration / Certificate of Incorporation/MOU) (Pl. Indicate page. no. also)
2. (a) Name of the Proprietor/ owner(s)/ Active Partner(s)/Directors of the Company/ firm/agency
(b) Name of the Officer/authorized representative as per POA (Annex-1)
(c) Name of the Sr. Person of the firm whose CV has been attached in the bid document (Indicated page no. at which CV has been given)
(d) Year of Constitution of company/firm etc.
(e) Legal status of Bidder (Proprietorship / Partnership or Pvt. Ltd. firm)
[Upload scanned copy of original]
(f) Place of registration: _____
(g) Principal place of business: _____
(h) Total value of work done in the last three years=Rs.....
(i) Annual Turn Over during the following Financial Years (Upload scanned copies of certificate from Chartered Accountant also to substantiate)
FY 2016 -2017: -----
FY 2017 -2018: -----
FY 2018 -2019: -----
Total -----
Average Turn Over _____
3. Complete address of the Registered Office of the Co./Firm/Agency Telephone No./FAX No./E-Mail Address
4. Complete address of Operating/Branch Office at Delhi/New Delhi
5. **Bank details of the Company / Firm /Agency**
(Name of the bank/ branch/ Account No./ Type of Account
IFSC Code/RTGS details etc.)
(Attach cancelled cheque-(Indicate page. no. also)
6. (a)Details of Demand Draft towards Cost of Bid document
(DD/PO No. & Date Drawn on Bank)
(Attach Copy and indicate page. no. also)
(b)Details of Demand Draft towards Earnest Money/Security
Deposit (DD/PO No.& Date Drawn on Bank)
(Attach Copy and indicate page. no. also)
7. **Furnish the following information (Whichever is applicable)**
 - i. PAN/GIR No. (Attach Copy and indicate page. no. also) TIN
 - ii. No.(Attach Copy and indicate page. no. also)
 111. GST No. (Attach Copy and indicate page. no. also)
 - iv. Certificate of Incorporation (Attach Copy and indicate page. no. also)
 - v. Labour license No. (Attach Copy and indicate page. no. also)
 - vi. EPF Regn. No. (Attach Copy and indicate page. no. also)
 - vii. ESI Regn. No. (Attach Copy and indicate page. no. also)

- viii. MoU, if Any (Attach Copy and indicate page. no. also)
- ix. CBEC Regn.(Attach Copy and indicate page. no. also)
- x. Sales Tax Regn. No. (Attach Copy and indicate page. no. also)
- xi. ESIC Code No.(Attach Copy and indicate page. no. also)
- xii. PSARA License [Under Private Security agency (Regulation) Act 2005] from concerned State Government Authority (in this case pertaining to Uttar Pradesh)(Attach Copy and indicate page. no. also)

8. 'Average Annual Turn Over' for the following financial years: (Attach CA certificate to this effect and indicate page. No .also)

Financial Year	2016-17	2017-18	2018-19
Average Turn Over			

9. **Detail of Work. (Attach work experience/contract agreement(s)/work completion certificate(s) issued by the organizations and indicate page. no. also)**

Name of Organization	Period of Work Experience	Value of Work	Whether value of work given in col. 3 of this table is against one work/contract agreement (Yes/No). If yes, enclose copy of agreement & satisfactory work completion Certificate showing value of work also.
1	2	3	4

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

Date:
Place:

Signature of authorized person of the agency
Full Name & Designation.:
Seal:

Note: (i) A certificate shall be attached that details and documents as given in annexure have been checked and verified and are found to be correct. This shall be signed by the authorized person on behalf of the bidder.

(ii) The documents / details provided in this annexure shall be taken on face. These are subject to verification by IAHE. In case of any document/ Information found false, at any stage, the tender of the bidder shall be summarily rejected besides any other remedy/penalty as deemed fit by IAHE.

Experience-cum-Work completion Certificate

(To be issued by the Authorized Officer of the Organization Where the agency has provided Security services)

This is to certify that M/s..... (Name of the agency) has provided (Name of the services) to this office from to, as per details as under:-

1. Name of the work/contract agreement.....
2. Whether there is one contract agreement for the said work :Yes/No
3. Actual period of work as per initial contract agreement: From..... To.....
4. Estimated Cost of the Contract: Rs.....
5. Payment made to M/sduring the period of contract (amount paid to the agency during the extended period of contract not to be included) :Rs.....
6. Has the contract been extended beyond initially approved contract period: Yes/No
7. If yes, the date of such extension: From..... To.....
8. Payment made to the firm during the extended period: Rs.....
9. Performance of the firm during the contract period : Satisfactory / Not Satisfactory

Place: (Name, designation and signature of the authorized Officer)

Date: Office Seal

FORM OF LETTER OF ACCEPTANCE

No.....

Dated.....

To

M/s..... ..

Sub.: **Name of Work**

Sir,

Based on your bid submitted on in compliance of bidding document Of IAHE for execution of the work of....., it is hereby notified that your bid for a contract price of **Rs..... (Rupees in words.....) / your quoted service charge%** has been Accepted for and on behalf of IAHE

You are hereby requested to furnish a performance security in form of an unconditional Bank Guarantee from schedule Bank, acceptable to IAHE, for an amount of Rs. 5,00,000/- (Rupees five lakhs only) within 15 days from the issue of Letter of acceptance (LOA) and the same shall remain valid for the contract period +2 months, i.e. 26 months from date of signing of Agreement failing which the actions as stipulated in contract shall be taken.

Thanking you,

Yours faithfully,

(.....)

Deputy Director - 1 (IAHE)

FORM OF AGREEMENT

AGREEMENT

This agreement made the _____ day of _____ 2020 _____ between, the Indian Academy of Highway Engineers, Noida (herein after called "the IAHE" of the one part and _____ (here in after called "the Facilitator") of the other part.

AND WHEREAS the IAHE invited bids from eligible bidders for the execution of certain works, viz.....

AND WHERE AS pursuant to the bid submitted by the Facilitator, vide _____ (here in after referred to as the "BID" or "OFFER") for the execution of work, the IAHE by his letter Of acceptance dated... _ accepted the offer submitted by the Facilitator for the Execution and completion of such works and remedying of any defects thereon, on terms and conditions in accordance with the documents listed in para 2below.

AND WHERE AS the Facilitator by a deed of undertaking dated _____ has agreed to a bid by all the terms of the bid, including but not limited to the amount quoted for the execution of Contract, as stated in the bid, and also to comply with such terms and conditions as may be required from time to time.

AND WHEREAS the Facilitator has agreed to undertake such works and has furnished a Performance Security pursuant to clause 33 of the instructions to bidders (Section-II).

AND WHEREAS the Facilitator (i.e. M/s ...) agreed to provide their services at the total contract price of Rs.....for the period of two years.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to the min the Terms Conditions of contract herein after referred to;
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.
 - (a) Agreement,
 - (b) Letter of Acceptance
 - (c) Contractor's Bid, Bidding Documents,
 - (d) Contract Data,
 - (e) Conditions of Contract, General Conditions of Contract, Special Conditions of Contract, Conditions of NIT.
 - (f) Scope of Work
 - (g) Any other document listed in the Contract Data.
3. The foregoing documents shall be construed as complementary and mutually explanatory onewithanother. Should any ambiguity or discrepancy be noted then the order of precedence of these documents shall be subject to the order as listed above and interpreted in the above order of priority.
4. In consideration of the payments to be made by the IAHE to the Facilitator as hereinafter mentioned, the Facilitator hereby covenants with the IAHE to execute

and complete the works and remedy any defects therein in conformity in all respects with the provisions of the contract.

5. The IAHE here by covenants to pay the Facilitator in consideration of the execution and completion of the works and remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties here to have caused this agreement to be executed the day and year above written. Signed, sealed and delivered by the said IAHE through his Authorized Representative and the said Facilitator through his Power of Attorney holder.

Binding Signature of IAHE _ _ _ _ _

For and on behalf of Indian Academy of Highway Engineers, Noida- 201301

Binding Signature of Facilitator _ _ _ _ _

For and on behalf of M/s. _ _ _ _ _

In the presence of

1. Name:
Address:

2. Name:
Address:

In the Presence of

1. Name:
Address:

2. Name:
Address:

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Ref.: _____

Bank Guarantee : _____

Date: _____

To,

The Director
Indian Academy of Highway Engineers
A-5, Sector -62, Noida (U.P.) 201301,

Dear Sir,

In consideration of "Indian Academy of Highway Engineers (IAHE)" (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns" having awarded to M/s. _____ (hereinafter referred to as the contractor, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____ dated _____, and the same having been unequivocally accepted by the Contractor, resulting in a contract

Valued at _____ for (name of the project) _____ (hereinafter Called the "Contract") and the Contractor having agreed to furnish a Bank Guarantee to the client as Performance Security as stipulated by the client in the said contract for performance of the above Contract amounting to _____ (in words & figures).

We _____ (name of the Bank) having its Head Office at _____ (hereinafter referred to as The Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, Administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Contractor to the extent of _____ as aforesaid at any time upto _____ @ _____ without any demur, reservation, contest, recourse or protest and/or Without any reference to the contractor. Any such demand made by the client on the Bank shall be conclusive and binding not withstanding any difference between the Client and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other IAHE. We agree that the Guarantee herein contained shall be in-evocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Contractor. The client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the contract between the client and the contractor any other course or remedy or security available to the Client.

The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank. the Bank also agrees that the client at its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the client may have in relation to the contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it Shall remain in force upto and including _____ @ _____ and shall be extended from time to time

for such period (not exceeding one year), as may be desired by *Mis.* ___ ___ ___ on whose behalf this guarantee has been given.

Dated this _____, day of _____ 2020 at _____

Witness:

(Signature)

(Name)

(Official Address)

(Designation, with Bank seal)

Attorney as per Power of Attorney
No.: _____
Dated _____

Strike out, whichever is not applicable.

The date will be eighteen months after the date of commencement of services.

Note1: The stamp papers of appropriate value shall be purchased in the name of bank who issues the "Bank Guarantee".

Note2: The Bank Guarantee will be accepted which is issued by State Bank of India, or its subsidiaries or any Indian Nationalized Bank. If the Bank Guarantee is drawn on a foreign bank it will be accepted by IAHE only if such Guarantee is also accepted either by State Bank of India, or any of its subsidiaries or any Indian Nationalized Bank.

DECLARATION CUM INDEMNITY BOND

THIS DECLARATION CUM INDEMNITY BOND made al by **M/s** _____
Having its Regd. Office at _____ (hereinafter referred to as
"Contractor/Authorized Service Provider/Authorized Service Provider" which expression shall
unless it be repugnant to the context or meaning thereof, be deemed to mean and include their
respective assigns, successors, executors and/or administrators) of the ONE PART. in favor of

IAHE (herein after referred to as the "**IAHE**", which expression shall unless it be repugnant to
the context or meaning thereof be deemed to mean and include its assigns, successors,) of the
OTHER PART.

WHEREAS the **IAHE** has entered into a contract with the Contractor/Authorized Service
Provider/Authorized Service Provider for the "Security Services in IAHE's Regional Office and its
Project Implementation Units."

Vide Work Order No----- (hereinafter called the "Contract");

AND WHEREAS it is one of the essential conditions of the Contract that the Contractor/Authorized
Service Provider shall comply with all the provisions of the Labour & Industrial Laws, as may be
applicable from time to time for the discharge and completion of the Works and or Services
covered under said Contract by the Contractor/Authorized Service Provider including but not
limited to the observance and compliance of The Contract Labour(R &A) Act 1970, Child
Labour(Prohibition and Regulation} Act1986,The Employees Provident Funds & Miscellaneous
Provisions Act,1952, Employees State Insurance Act 1948, Minimum Wages Act, 1948, Payment
of Bonus Act, 1965, Payment of Wages Act, 1936, Employees Compensation Act.1923, and
other Labour Laws applicable to the Contractor / Authorized Service Provider (herein after referred
as the 'Laws').

/AND WHERE AS the Contractor/Authorized Service Provider has agreed to execute this
Declaration cum Indemnity Bond to this effect and has agreed to indemnify and keep the IAHE,
its directors and employees and representatives indemnified and hold harmless against all third
party claims, charges, penalties, fines, expenses, losses, damages, costs, suits or any other levy
against the IAHE and/or the management due to the failure of the Contractor/Authorized Service
Provider to observe or follow any Laws.

NOW THIS DEED WITNESSETH AS UNDER:

1. In consideration of the IAHE awarding the Contract to the Contractor/Authorized Service
Provider subject to the condition of execution of this Declaration cum Indemnity bond, the
Contractor/Authorized Service Provider declares and represents to the IAHE that the
Contractor/Authorized Service Provider has obtained all statutory registrations, certificates,
licenses and approvals required under the Laws enabling the Contractor/Authorized
Service Provider to execute the Contract in a legal and lawful manner.
2. That in the event of any liability arising out of failure to observe or non-compliance of any
such 'Laws' by the Contractor/Authorized Service Provider in connection with the
performance of the Contract, the Contractor/Authorized Service Provider shall bear all the
resultant whatsoever liability (ies), if any arising out thereof and that the IAHE, its
directors, employees, representatives, shall not be liable for any such liability (ies). The
Contractor/Authorized Service Provider agrees to indemnify and keep the IAHE and its
directors, employees, representatives indemnified, defend and hold harmless, against

all losses , costs, damages, claims, penalties, interest, expenses, demands. fines, legal liability, causes of action, injury to persons, suits etc which may be suffered , incurred, undergone and / or sustained by the IAHE including the costs and expenses that may be incurred in defending any such liability(ies) claim(s), proceeding(s) etc. that maybe made or taken or arise on the same by any person. body, authority, government, judicial / quasi-judicial authority due to the failure or non-compliance of any such laws and rules there under (including any amendments in acts, laws. statutes &rules there under) or whatsoever kind and nature arising out of or in any way connected with, whether or not such acts or omissions are actual or alleged, active or passive with regard to the discharge of the said Contract.

3. The Contractor/Authorized Service Provider here by agrees and undertakes to make good any loss, damage, claims, suits, demands. decrees, expenses that the IAHE may suffer to the fullest satisfaction of the IAHE and if the Contractor/Authorized Service Provider fails to make good the same then the IAHE shall have the absolute(100%) right to recover the same and or any other loss sustained, without any restriction or limitation ,together with any other incidental expenses, costs, and all incidental logistic expenses etc that may be suffered by the IAHE from the Contractor/Authorized Service Provider and the Contractor/Authorized Service Provider hereby further confirms and declares that this Declaration cum Indemnity Bond is irrevocable and shall be final and binding on it / him heirs, executors, administrators, legal representatives. Successors and assigns. wherever the context applies. Any claims, demands, shall be adjusted against any amount due and payable to the Contractor/Authorized Service Provider and the IAHE shall have the right to withhold any amounts due and payable to the Contractor/Authorized Service Provider, till the settlement of such claims, disputes to the satisfaction of the IAHE or alternatively make demand sufficient security from the Contractor/Authorized Service Provider towards discharge of such claims, obligations etc.
4. This Declaration cum indemnity bond shall be in accordance with the laws of India and any dispute between the parties with regard to this Declaration cum Indemnity Bond shall be resolved through the dispute resolution process mentioned in the General Conditions of the Contract (GCC).

IN WITNESS WHERE OF, the said Contractor/Authorized Service Provider has here unto set their hand the day and year first herein above written.

SIGNED SEA LED AND DELIVERED

By the within named "CONTRACTOR/AUTHOR IZED SERVICE PROVIDER"

(Authorised Signatory)

Rubber Stamp of Firm/IAHE

Name:

Designation:

Date:

In presence of

Witness

Name & Address of Witness

Signature

1. _____

2. _____

ond Part)