



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

**Engagement of Security agency for Providing Security
Services at IAHE, Noida**

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

September 2015

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

INDEX

Sl. No.	Contents	Page No.
1	Notice Inviting Tender (NIT)	2
2	Letter of Invitation	3-9
3	Data Sheet	10-12
4	Appendix - I : Terms of Reference	13-18
5	Enclosure - 1 : Details of Manpower required by IAHE	19
6	Enclosure –2 : Declaration about Fraud and Corrupt Practices	20
7	Enclosure-3 : Proforma for Performance bank Guarantee	21-23
8	Appendix – II : Formats for Technical Proposals	24-31
9	Appendix - III : Formats for Financial Proposals	32-36
10	Appendix - IV: Draft Contract Agreement	37-40

Indian Academy of Highway Engineers
(Ministry of Road Transport & Highways)
Government of India
NOTICE INVITING TENDER (NIT)

IAHE proposes to engage reputed, experienced and financially sound Security Agency/Firm/Company for providing Security Services to IAHE for an initial period of 12-months which is further extendable for two more years, year by year based on satisfactory provision of Services at IAHE, Noida.

2. Proposals are hereby invited from eligible Security Agencies/Firms/Companies for providing Security Services at IAHE, Noida by deploying Security Personnel, i.e. Security Supervisors/ Gunmen and Security Guards to IAHE round the clock. Security Personnel are to be provided on contract based on Minimum Wages fixed by the Government of National Capital Territory of Delhi. The Letter of Invitation (LOI) and Terms of Reference (ToR) including Request for Proposal (RFP) is available online on e-tender portal of MORT&H <https://morth.eproc.in>. The document can also be downloaded from IAHE's website (www.iahe.org.in). Cost of the Document in the form of a Non-refundable document fee of Rs. 1,000 (Rupees One Thousand only) in the form of Demand Draft favouring '**Indian Academy of Highway Engineers**' and payable at Noida must be furnished in a separate envelop while submitting the proposal.

Bid must be submitted online at e-tender portal of MORT&H <https://morth.eproc.in> on or before **20.10.2015 (upto 1500 hrs IST)**

3. The following schedule is to be followed for this assignment:

- i) Deadline for downloading of bid: **19.10.2015 (1700 hrs)**
- ii) Last date for submission of queries: **05.10.2015.**
- iii) Pre bid meeting in IAHE, HQ: **07.10.2015 (1100 hrs)**
- iv) Deadline for Submission of bids: **20.10.2015 (1500 hrs)**

Yours sincerely,

Director
Indian Academy of Highway Engineers
Sector 62, Noida, U.P.

Tel: 91-0120-2400085-86 Fax: 91-0120-2400087
E-mail:iahe.training@gmail.com Website: www.iahe.org.in

Letter of Invitation (LOI)

No. IAHE/Admin /17/Tender-Security Agency/2015-16

Dated 18.09.2015

Dear Sir,

Subject: Engagement of Security Agency/Firm/Company for providing Security Services to IAHE at Noida

1. Introduction

- 1.1 **Indian Academy of Highway Engineers** (IAHE) proposes to engage eligible Security Agency/Firm/Company for providing Security Services at IAHE, Noida by deploying Security Personnel, i.e. Security Supervisors/Gunmen and Security Guards to IAHE round the clock. Security Personnel are to be provided on contract based on Minimum Wages fixed by the Government of National Capital Territory of Delhi.
- 1.2 The brief description of the assignment and its objectives are given in the **Appendix-I, “Terms of Reference”**.
- 1.3 IAHE invites Proposals (the “**Proposals**”) *through e-tender* (on-line bid submission) for selection of Security Agency/Firm/Company (the “**Security Agency**”) for providing Security Services to IAHE by deploying Security Personnel. Security Agencies/Firms/Companies are hereby invited to submit proposals in the manner as prescribed in the RFP.
- 1.4 To obtain firsthand information on the assignment and on the local conditions, the Security Agencies are encouraged to pay a visit to the client and the site before submitting a proposal. They must fully inform themselves of local and site conditions and take them into account in preparing the proposal.
- 1.5 Financial Proposals will be opened only for the firms found to satisfy the minimum eligibility requirement as per data sheet and who fulfil the requirements as given at para 5 and who has submitted the documents as mentioned at para 3.1.1 and 6.1 hereof. The Work will be awarded to **bidder quoting the lowest Service Charge**.
- 1.6 Please note that the Client is not bound to accept any of the proposals submitted and reserve the right to reject any or all proposals without assigning any reasons.
- 1.7 The proposals must be properly signed as detailed below:
 - i. *by the proprietor in case of a proprietary firm*
 - ii. *by the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney on Rs. 100/- stamp paper shall accompany the Proposal).*
 - iii. *by a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney on Rs. 100/- stamp paper shall accompany the proposal).*

1.8 Pre-proposal conference shall be held on the date, time and venue given in Data Sheet.

1.9 Bid Security

1.9.1 The applicant shall furnish as part of its Proposal, a Bid Security of Rs 50,000/- (Rupees Fifty thousand only) in the form of Demand draft/ Banker Cheque of a scheduled bank drawn in favour of Indian Academy of Highway Engineers payable at Noida (the “Bid Security”). **The bid security of bidders except lowest bidder is returnable in the form of a Cheque or online transfer to bidder’s account not later than 15 (fifteen) days from the date of Opening of the Financial proposals.** Amount of Bid security submitted by the selected bidder shall be returned to the bidder after signing of the Contract Agreement.

1.9.2 Any Bid not accompanied by the Bid Security as above shall be rejected by the Authority as non-responsive.

1.9.3 The IAHE shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

1.9.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the IAHE’s any other right or remedy hereunder or in law or otherwise, **the Bid Security shall be forfeited and** appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia* the time, cost and effort of the IAHE in regard to RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (b) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement.

2 Documents

2.1 To enable you to prepare a proposal, please find and use the attached Documents listed in the Data Sheet.

2.2 At any time before the submission of proposals, the Client may, for any reason, modify the Documents by amendment or corrigendum. The amendment will be uploaded on IAHE’s website. The Client may at its discretion extend the deadline for the submission of proposals and the same shall also be uploaded on IAHE website.

3. Preparation of Proposal

The proposal must be prepared in two parts viz.

Part 1: Technical Proposal

Part 2: Financial Proposal

3.1 Document in support of **Technical Proposal**:

3.1.1 The minimum essential requirement in respect of eligibility has been indicated in the Data Sheet. The proposal found deficient in any respect of these requirements will not be considered for further evaluation. The following documents must be furnished in support of technical capacity as per Formats given in **Appendix-II**:

- (i) **Forwarding letter for Technical Proposal in the Form-T1.**
- (ii) **Firm's relevant experience and performance for the last 3 years:** Project sheets in support of relevant experience as per **Form- T2 supported by the experience certificates from clients** in support of experience as specified in data sheet. Scope of services rendered by the firm should be clearly indicated in the certificate obtained from the client. The Security Agencies are advised to see carefully the evaluation criteria for Technical Proposal and submit the Project Sheets accordingly.
- (iii) **Firm's turnover for the last 3 years:** A tabular statement as in Form T3 showing the turnover of the applicant firm(s) for the last three years beginning with the last financial year (i.e. 2014-15, 2013-14 and 2012-13) certified by a Chartered Accountant/ attachment of copy of the Audited Balance sheet including of all related notes, income statements for last financial year (i.e. 2014-15, 2013-14 and 2012-13). If financial data (Turn over etc.) for the financial year 2014-15 is not certified by the CA/ Audited Balance sheet for the year 2014-15 is not available, the applicant can submit the turnover for proceeding last 3 financial years (i.e. 2013-14, 2012-13 and 2011-12).
- (iv) **Document fee:** The fee for the document amounting to Rs. 1,000 (Rupees One Thousand only) in the form of Demand Draft / Banker Cheque of a scheduled bank drawn in favour of Indian Academy of Highway Engineers payable at Noida must be furnished in a separate envelope while submitting the proposal.
- (v) **Bid Security:** The applicant shall furnish a Bid Security of Rs 50,000 (Rupees Fifty thousand only) in the form of Demand draft/ Banker Cheque of a scheduled bank drawn in favour of Indian Academy of Highway Engineers payable at Noida (the "Bid Security").
- (vi) The applicant shall furnish **Power of Attorney (POA)** on Rs. 100/- Stamp paper, if required, as mentioned in para 1.7 of LOI.
- (vii) The applicant is required to enclose attested/ duly **authenticated photocopies of the following documents** along with the **Technical Proposal failing which their bids shall be summarily rejected and will not be considered further :-**
 - (a) PAN/GIR No.
 - (b) Service Tax Registration No.
 - (c) E.P.F. Registration No.
 - (d) E.S.I. Registration No.
 - (e) Registration of the firm with the concerned registering authority of the Government.
 - (f) Address proof of having registered office / Branch Office in NCR (Delhi/ Noida/ Ghaziabad/ Gurgaon/ Faridabad).
 - (g) Attested photocopy of an Affidavit stating that the Company/Firm/Agency is not/has not been black listed by Central/any State Government/PSU

- (h) Enclosure-II pertaining to Declaration about Fraud and Corrupt Practices
- (i) PSARA License [under Private Security agency (Regulation) Act 2005] from concerned State Government Authority (in this case pertaining to Uttar Pradesh)

- 3.1.2 The minimum essential requirement in respect of technical capacity has been indicated in the data sheet, the proposal found deficient in any respect of these requirements will not be considered for further evaluation.
- 3.1.3 The technical proposal must not include any financial information.

3.2 Financial Proposal

- 3.2.1 The Financial proposal should include the costs associated with the assignment. Your financial proposal should be prepared strictly using, the formats attached in *Appendix – III*. Your financial proposal should clearly indicate the amount asked for by you without any assumptions of conditions attached to such amounts. Conditional offer or the proposal not furnished in the format attached in *Appendix-III* shall be considered non-responsive and is liable to be rejected.
- 3.2.2 The financial proposal shall take into account all types of the tax liabilities specified in the Data Sheet.
- 3.2.3 **Costs shall be expressed in Indian Rupees.**

4 Submission of Proposals

- 4.1 *The Applicants shall submit the Technical proposal in original as a duly bound hard copy. Technical Proposals are also to be submitted online. **Financial proposal are only to be submitted online and no hard copy of the financial proposal should be submitted.***
- 4.2 You must submit **original proposal** as indicated in the Data Sheet. **“Technical Proposal” in original and hard bound should be enclosed in an envelope which should be marked as “Part-I – Technical Proposal”**. The proposal will be sealed in an outer envelope which will bear the address and information indicated in the Data Sheet and shall be submitted to IAHE on or before the deadline for submission of bids. The envelope must be clearly marked:

Do not open, except in presence of the evaluation committee

- 4.2.1 This outer envelope will contain two separate envelopes. **The first envelope containing “Technical Proposal” (which should be clearly marked) and the second envelope containing Document fee and Bid Security of required amount as mentioned in the RFP and Proof of Payment of application processing fees amounting to Rs. 1295/- to M/s. C-1 India Pvt. Ltd.**
- 4.2.2 The proposal must be prepared in indelible ink and must be signed by the authorized representative of the consultants. The letter of authorization must be confirmed by a written power of attorney accompanying the proposals. All pages of the Technical Proposal must be initialed by the person or persons signing the proposal.

- 4.3 The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.
- 4.4 Your completed Technical proposal (in hard copy) must be delivered on or before the time and date at the address stated in Data Sheet. Technical Proposal and Financial Proposal for the said RFP shall have to be submitted online also on or before the time and date at the address stated in Data Sheet
- 4.5 Your proposal must be valid for the number of days stated in the Data Sheet from the closing date of submission of proposal.

5 Technical requirements for the tendering Agency/ Firm/Company

Tendering Agency/ Firm/ Company should fulfill the following technical specifications:

- (a) Security Agency/ Firm / Company should have PAN/GIR No. of Income Tax Department and should be registered with Service Tax Department.
- (b) Security Agency/ Firm / Company should be registered with appropriate authorities under Employee's Provident Fund and Employee's State Insurance Act.
- (c) Security Agency/ Firm / Company should be registered with appropriate registration authority.
- (d) The registered office or one of the branch offices of the Security Agency/ Firm / Company should be located in NCR (Delhi/ Noida/ Ghaziabad/ Gurgaon/ Faridabad).
- (e) Security Agency/ Firm / Company should not be black listed by Central/any State Government/PSU
- (f) Security Agency/ Firm / Company should have PSARA License [under Private Security agency (Regulation) Act 2005] from concerned State Government Authority (in this case pertaining to Uttar Pradesh).

Attested copy of the above mentioned documents shall have to be submitted along with the technical bid.

Non-compliance with any of the above conditions by the Security Agency/ Firm / Company will amount to non –eligibility for the services for which RFP has been invited and bid will be summarily rejected.

6 Evaluation of Proposal

6.1 Evaluation of Technical Proposal

The proposals would be evaluated by a Committee constituted by Director, IAHE. A two-stage procedure will be adopted in evaluating the proposal. In the first stage- Technical Proposal, it will be examined as to whether:

- i) The Proposal is accompanied by Document fee and Bid Security
- ii) The firm(s) have required experience
- iii) The firm(s) have required turnover
- iv) The documents are properly signed by the authorized signatories
- v) The proposals have been received on or before the dead line of submission.
- vi) The proposal is accompanied by the letter of authorization confirmed by a written power of attorney, along with copy of (a) PAN/GIR No. (b) Service Tax Registration No. (c) E.P.F. Registration No., (d) E.S.I. Registration No., (e) Registration of the firm with the concerned registering authority of the Government. (f) Address proof of having

registered office / Branch Office in NCR (Delhi/ Noida/ Ghaziabad/ Gurgaon/ Faridabad). (g) Attested photocopy of an Affidavit stating that the Company/Firm/Agency is not/has not been black listed by Central/any State Government/PSU. (h) Enclosure-II pertaining to Declaration about Fraud and Corrupt Practices. (i) PSARA License [under Private Security agency (Regulation) Act 2005] from concerned State Government Authority (in this case pertaining to Uttar Pradesh).

Non-compliance to any of the above items, the bid shall be declared as non-responsive and shall not be evaluated further.

Applicants satisfying the minimum Eligibility Criteria as mentioned in the Data sheet and who had submitted the above mentioned documents shall be declared “pass” in Technical Proposals and Financial Proposal of only those applicants shall be opened and evaluated further.

6.2 Evaluation of Financial Proposal

In case, only one firm is eligible for opening of Financial Proposals, the Financial Proposal shall not be opened, the bid shall be cancelled and IAHE shall invite fresh bids for this work. **For financial evaluation, total cost of financial proposal excluding Service Tax shall be considered. Service Tax shall be payable extra.** The firm quoting **least Service Charges (including uniform allowance, Overhead, and Profits)** in the format as given in the Financial Bid shall be ranked **L 1. The L-1 bidder shall be declared as the successful Firm.**

7. Performance Security

The firm will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee from the Bank (Generally, by SBI or its subsidiaries or any Indian nationalized bank or IDBI or ICICI or ICICI Bank or by a foreign bank through a correspondent bank in India) for an amount of Rs. 3,00,000/- (Rupees three lakhs only) towards Performance Security. The Performance Security should remain valid for a period of 90 days beyond the date of completion of all the contractual obligations of the Company/Firm/Agency including extended contract period, if any. The performance BG shall be released upon successful completion of services. If a firm fails to submit the Performance Security (as specified above), it shall be liable for any penal action as deemed appropriate by IAHE in addition to para 1.9.4 (forfeiting of B.G.)

8. Award of Contract

The Client will award the assignment to the applicant whose Proposal has been determined to be substantially responsive to the RFP and who has offered the **least Service Charges (including uniform allowance, Overhead, and Profits)** in the bid.

9. Signing of Contract Agreement

After having received the performance security and verified it, the Client shall invite the selected bidder for signing of Contract Agreement on a date and time convenient to both parties within 15 days of receipt of valid Performance Security.

- 10. Client's Right to Accept Any Proposal and To Reject Any or All Proposals.**
The Client reserves the right to accept or reject any proposal, and to cancel the bidding process and reject all proposals, at any time prior to the 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 Client's action.
- 11. The firm/Agency currently engaged/ to be engaged by IAHE for providing manpower at IAHE is not eligible to apply for this tender due to conflict of Interest.**
Any firm which has contractual liabilities pending after lapse of 03 months after termination of services with any Government/Public Sector organizations shall not be eligible to apply for this tender.
- 12.** The Client shall keep the bidders informed during the entire bidding process and shall host the following information on its website:
- i) Notice Inviting Tender (NIT)
 - ii) Request For Proposal (RFP)
 - iii) Amendments/corrigendum to RFP
 - iv) Name of the bidder who is awarded the Contract

13. Confirmation

We would appreciate you informing us by facsimile/e-mail *whether or not you will submit a proposal.*

Thanking you.

Yours sincerely,

Director
Indian Academy of Highway Engineers
Noida

Encl. as above

DATA SHEET

(References to corresponding paragraphs of LOI are mentioned alongside)

1. **The Name of the Work-**
Engagement of Security Agencies/Firms/Companies for providing Security Services to IAHE at Noida by deploying Security Personnel (Ref. Para 1.1)

(The Name of the work should be indicated in the format given in the technical proposal)
2. **The name of the Client is :** Director
Indian Academy of Highway Engineers,
A-5, Institutional Area , Sector-62
Noida
3. **Duration of the work** – initial period of 12 months which is further extendable for two more years , year by year based on satisfactory provision of Services. In case the duration of services is extended, the validity of the Performance Security should be correspondingly extended (i.e. 90 days beyond the date of completion of all the contractual obligations of the Company/Firm/Agency including extended period)
4. **Date, Time and Venue of Pre-Proposal Conference**
Date: 07.10.2015
Time: 1100 Hrs

Venue: Indian Academy of Highway Engineers (IAHE),
A-5, Institutional Area,
Sector 62, Noida-201301, UP, India (Ref. Para 1.8)
Tel 0120-2400085-86 Fax 2400087
5. **The Documents are:**
 - i. Appendix-I: Terms of Reference (TOR)
 - ii) Appendix-II Formats for Technical Proposal
 - iii. Appendix-III: Formats for Financial Proposal
 - iv. Appendix-IV: Draft Contract Agreement(Ref. Para 2.1)
6. **Bid Security: Rs 50,000/-** (Ref Para 1.9)
7. **Tax** (Ref. Para 3.2.2)

The firm shall pay all taxes (including service tax), ESI, fees, levies and other impositions levied under the laws prevailing seven days before the last date of submission of the bids. The effects of any increase / decrease of any type of taxes levied by the Government shall be borne by the Client / Consultant, as appropriate.
8. **The number of copies of the proposal required to be submitted:** 1 no. (ref. para 4.1)

9. The address is --- (Ref. para 4.2)
Director
Indian Academy of Highway Engineers'
A-5, Institutional Area, Sector-62,
Noida-201301, UP, India
Tel: 0120 2400085-86; Fax: 0120 2400087

The envelopes must be clearly marked:

- i. ORIGINAL PROPOSAL;
 - ii. DOCUMENTS IN PROOF OF TECHNICAL PROPOSAL
 - iii. DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE on the outer envelope.
 - iv. Name of work :-----
 - v. Name and Address of Agency
10. The date, time and Address of proposal submission are:

Date **20.10.2015**
Time **upto 1500 hrs**
Address **Director**
 Indian Academy of Highway Engineers (IAHE),
 A-5, Institutional Area,
 Sector 62, Noida-201301, UP, India

(Ref. Para 4.4)

11. Proposal Validity period (Number of days): 60 days (Ref. Para 4.5)

12. Evaluation criteria: (Ref. Para 3 & 6)

- 12.1 First stage evaluation – eligibility requirement. (Ref. Para 3.1 & 6.1)

Table-1: Minimum Eligibility Requirements

S.No.	Minimum experience and performance of similar nature works (for past performance attach undertaking for any litigation history/ and arbitration).	Average Annual turnover
1.	The bidder should have experience of successfully providing Security services by deploying Security Personnel in any Government Departments/PSUs /Banks or private sector enterprises of minimum average annual value of Rs 50 lakhs (excluding service tax) during last 03 (three) years ending last day of the March 2015.	Average annual turnover for last 3 financial years (i.e. 2014-15, 2013-14 and 2012-13) should be equal to or more than Rs. 1.00 crores per year (Year wise Annual turnover certified by the Chartered Accountant/ Audited accounts by CA shall be submitted in support of the turnover of the firm).
2.	The bidder should have experience of one work of successfully providing Security services by deploying Security Personnel in any Government Departments/PSUs /Banks or private sector of minimum value of Rs 20 lakhs (excluding service tax) in any one year during last 03 (three) years ending last day of the March 2015.	If financial data (Turn over etc.) for the financial year 2014-15 is not certified by the CA/ Audited Balance sheet for the year 2014-15 is not available, the applicant can submit the turnover for proceeding last 3 financial years (i.e. 2013-14, 2012-13 and 2011-12) and Average annual turnover should be equal to or more than Rs. 1.00 crores per year.

The Firm shall fulfill all the requirements given in Table-1.

12.2 Second stage – Evaluation of Financial proposal

Financial Proposals of all qualified firms in accordance with clause 6.1 and 6.2 of Letter of Invitation shall be opened.

The work will be awarded to the firm who has offered the lowest evaluated Bid Price in accordance with clause 1.3 and 6.2.

13. Commencement of Assignment: The agency shall commence the services within fifteen days of the date of effectiveness of the contract at IAHE, Noida

TERMS OF REFERENCE (TOR)

Engagement of Security Agency/Firm/Company for providing Services to IAHE at Noida by deploying Security Personnel.

Terms of Reference for providing various types Security Services by deploying Security Personnel (TOR)

1. General

Indian Academy of Highway Engineers (IAHE) herein after called client has proposed to engage eligible Security Agency/Firm/Company for providing Security Services at IAHE, Noida by deploying Security Personnel, i.e. Security Supervisors/ Gunmen and Security Guards to IAHE round the clock. Security Personnel are to be provided on contract based on Minimum Wages fixed by the Government of National Capital Territory of Delhi.

2. Scope of Services

In consideration of the fees/charges required to be quoted, the agency shall faithfully, expeditiously, economically and honestly perform the services in connection with the said work which includes but not be limited to the following:-

- (a) Deploy various types of Security Personnel to IAHE (as per bill of quantities) for an initial period of 12-months (one year) which is further extendable for two more years , year by year based on satisfactory provision of Services. These personnel are to be provided on contract based on Minimum Wages fixed by the Government of National Capital Territory of Delhi. **However, the actual numbers of personnel may vary from time to time depending on the requirement of the Institute.** The agency has to deploy the personnel as per the actual requirement of IAHE & intimated to him from time to time at the rates quoted by him. At present, the Institute requires various Security Personnel as per details given at **Enclosure-I**.
- (b) The Security Agency shall furnish the following documents in respect of the personnel who will be deployed at IAHE, Noida before the commencement of work or required by IAHE from time to time:
 - (i) List of persons shortlisted by the Agency for deployment in IAHE containing their full details such as date of birth, marital status, address, educational and professional qualification, experience etc.
 - (ii) Bio-data of the person with a photograph affixed.
 - (iii) Character Certificate of deploy personnel from a Gazetted Officer of the Central/State Government.
- (c) The Security Agency shall have to submit the Police verification of the personnel deployed within a period of one month of deployment of the particular personnel.
- (d) The Security Agency shall provide identity cards to the personnel so deployed in IAHE carrying the photograph of the person and such personal information as name, date of birth, designation and identification mark etc.
- (e) The Security Agency shall depute a Coordinator who would be responsible for immediate interaction with IAHE so that persons deployed by the Agency could be availed without any disruption.

3. Terms & conditions

(a) The Security Personnel as quoted will be deployed in the premises of IAHE round the clock with 8 hours shift duty. Personnel can also be deployed during public holidays. **Minimum wages for duty on holidays and extra duty hours shall be as per Minimum wages as fixed by the Govt. of National Capital Territory of Delhi in scheduled employment under Minimum Wages Act (applicable from time to time). Failure on part of the Service Provider to pay the staff based on such minimum wages for duty during holidays and extra duty hours shall invite action against the Service Provider including Termination of the Contract.**

(b) The agency shall be responsible for management of manpower deploy by him including arranging timely arrival at duty place, punctuality in payment to the manpower in compliance with the statutory requirements and other terms & conditions of the RFP document.

(c) The period of the contract shall be for an initial period of one year which is further extendable for two more years, year by year based on satisfactory provision of Services. However, the contract may be curtailed /terminated before the contract period in case of deficiency in service including non-Supply/deploy of requisite Personnel within the stipulated period or substandard quality of personnel deployed by the Agency/Firm/Company.

(d) The Institute also reserves the right to terminate the contract at any time after giving **three months' notice** to the selected Agency/Firm/Company. Similarly, the selected Agency/Firm/Company should give three months' notice to IAHE in case it wants to discontinue the services.

(e) In case, the person deployed by the Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence and security risk, the Agency will be liable to take appropriate disciplinary action against such persons, including their removal from work, if required by the IAHE with immediate effect.

(f) The Security Agency shall ensure that any details of office, operational process, technical know-how, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in IAHE.

(g) The Security Agency shall ensure proper conduct of its personnel in office premises and enforce prohibition of consumption of alcoholic drinks, paan / paan-masala and smoking of Bidi/Cigarettes, loitering without work etc.

(h) It will be the responsibility of the Service Providing Agency to meet all other contingency expenses, i.e., uniform, quarter for staying etc. in respect of the personnel deployed by the Agency in IAHE and IAHE will have no liabilities in this regard, whatsoever.

(i) The Security Agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to Manpower personnel deployed in IAHE. The IAHE shall in no way, be responsible for settlement of such issues, whatsoever.

(j) The IAHE shall not be responsible for any damages, losses, claims, financial or other injury to any Security personnel deployed by the Agency during the course of their performing the duties, or for any payment towards any compensation, as the case may be.

(k) In case of termination of this contract on its expiry or otherwise, the Security Personnel deployed by the Security Agency shall not be entitled to, and, will have no claim, for any absorption nor for any relaxation for absorption in the regular/other capacity in IAHE.

(l) The Contracting Agency/Firm/Company shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this contract to any other Agency/Firm/Company, whatsoever.

(m) The selected agency/Firm/Company will be bound by the information furnished to IAHE at the time of submitting the bid or at subsequent stage. In case, any such documents furnished by it are found to be false at any stage, it would be deemed to be a breach of terms and conditions of contract making it liable for legal action besides termination of contract.

(n) The Security Personnel deployed by the Security agency shall be responsible for the overall security of IAHE campus. All the staff /personnel entering the campus/leaving the campus shall have to be security checked including frisking as required by the security Personnel deployed to ensure no pilferage or any undesirable activity. The security agency shall be responsible for ant theft and damage of the property in the IAHE campus. Penalty shall be imposed on the Security agency to offset such loss/damage in case of theft/damage of property in the IAHE campus. In case the agency does not pay the penalty within the stipulated time, the bank guarantee submitted as performance security can be encashed and the Security agency is bound to replenish such Bank Guarantee forthwith.

(o) Security agency shall have to pay salaries to the personnel engaged by them at IAHE which **should not be less than the Minimum wages as fixed by the Government of National Capital Territory of Delhi in scheduled employment under Minimum Wages Act.** The Security Agency shall also be responsible to pay revised salaries to its employees (engaged by them at IAHE) whenever revision of Minimum wages are affected by the Government of National Capital Territory of Delhi under the minimum wages act so that the salary paid by them is not less than the Minimum Wages as fixed by the Government of National Capital Territory of Delhi at any point of time. **Responsibility of informing IAHE about the revision of the minimum wages as mentioned above lies with the Security Agency.**

(p) **The Security Agency shall be responsible for compliance of all statutory provisions relating, Employees Provident Fund (EPF), Service tax and Employees State Insurance Act (ESI) etc. in respect of the Security Personnel deployed in IAHE.**

(q) The Security Agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to IAHE to concerned tax collection authorities from time to time as per the extant rules and regulations on the matter.

(r) In case, the Security Agency fails to comply with any statutory/taxation liability under appropriate law and as a result thereof IAHE is put to any loss, obligation- monetary or otherwise, IAHE will be entitled to get itself reimbursed out of the outstanding bills of the Agency/Firm/Company or to encash the Performance Security Deposit of the Agency to the extent of the loss or obligation in monetary terms.

(s) The Agency shall disburse the remuneration (by NEFT/RTGS or A/c payee cheque in the name of concerned person) to the deployed Security Personnel for the preceding month latest by 10th of the following month .The bill, in triplicate shall be submitted along with the

attendance sheet to IAHE. The Institute will release the payment within 7 working days from the date of submission of bills complete in all respect along with the supporting documents. In order to ensure timely payment to the deployed Security Personnel, submission of bills and payment to the Agency, following procedure shall be adopted:

- (i) The agency shall submit the attendance of deployed Security Personnel to IAHE for the preceding month within 2 working days.
 - (i) Attendance shall be verified by IAHE within 2 working days from submission of attendance.
 - (ii) The agency shall disburse the remuneration to the deployed Security Personnel for the preceding month latest by 10th of every month.
 - (iii) The agency shall submit the bill to IAHE latest by 10th of every month.
 - (v) IAHE shall release the payment within 7 working days from the date of submission of bills (complete in all respects along with the supporting documents.)
- (t) The Claims in bills regarding Employees State Insurance, Provident Fund, etc. should necessarily be accompanied with documentary proof of having deposited these statutory charges pertaining to the month's bill. A proportionate amount of the bill/ whole of the bill amount shall be withheld till such time the necessary documentary proof is furnished.
- (u) Employer contribution towards EPF and ESI** as per applicable rates for the 2nd and subsequent month will be released on submission of proof regarding deposition of these charges (to the Relevant Government Authorities) pertaining to the first month /previous month. **Non submission of proof of EPF & ESI as mentioned above shall be treated as noncompliance of the Contract. Service Tax** Shall to be deposited by the Security Agency as per Govt. norms from time to time to the relevant Government Authorities. Service tax shall be reimbursed by IAHE on submission of Challan (proof of deposition of Service tax to the relevant authorities) by the Security agency as per Government norms pertaining to Service tax from time to time.
- (v) **Penalties:** In the event of any complaint and /or non-fulfillment of any of the terms of the agreement regarding indiscipline, misbehavior missing from the duty point etc., the Institute may impose fine not exceeding Rs.10,000/-(Rupees Ten Thousand only) for any one of the above mentioned act depending upon the its nature and the fine so imposed shall be recovered by deducting the amount from the pending bills or otherwise including security deposit submitted for this purpose. A written complaint from any Officer of IAHE will be valid document for accepting the complaint. It will be the responsibility of the contractor to prove it to the entire satisfaction of the Institute that penalties need not to be imposed. The decision of the Institute in this regards will be final and binding to the contractor.
- (w) All disputes arising out of this contract shall be referred to the sole arbitration of a person selected by IAHE. The decision/award shall be final & binding on both the parties. The Arbitration shall be governed under the Indian Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this contract. The venue of arbitration will be Noida/ Delhi.

(x) The institute reserves the right to withdraw /relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

(y) The agency shall observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, IAHE for the purpose of this paragraph, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract.
- (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non competitive levels;
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (v) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (vi) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

Details of Security Personnel required by IAHE

On contract as per minimum Wages fixed by the Government of National Capital Territory of Delhi in scheduled employment under Minimum Wages Act

Sl. No.	Name of the Services post	No. of posts	Category as Minimum Wages Act	Minimum Educational Qualification & Experience	Maximum Age
1	Security Supervisor/ Gunmen	6 (two for each shift of 8 hrs) for round the clock security	Skilled	Higher Secondary Pass / Ex Service man 10 th Pass/ Retired Paramilitary personnel 10 th pass	Not more than 55 years
2	Security Guards	18 (six for each shift of 8 hrs) for round the clock security	Semi Skilled	High School/ 10 th Pass	Not more than 55 years

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that in last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
- b) We hereby certify we have taken steps to ensure that in conformity with the provisions of Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature; Name & Designation with office Seal

PROFORMA FOR PERFORMANCE BANK GUARANTEE
(On stamp paper of appropriate value from any Nationalized Bank)

To,

Director,
INDIAN ACADEMY OF HIGHWAY ENGINEERS
Plot No. A – 5, Sector – 62,
NOIDA – 201 301.

Dear Sir,

In consideration of INDIAN ACADEMY OF HIGHWAY ENGINEERS (hereinafter called as the Employer which expression shall include his successor and assigns having awarded to (here in after referred to as the said Contractor or Contractor' when expression shall wherever the subject of context so permits include its successors and assigns) a contract No. In terms inter alia, of the IAHE's Letter No. dated. and the General Conditions of Contract and upon the condition of the contractor's furnishing security for the performance of the contractor's obligations and discharge of the contractor's liability under in connection with the said contract up to a sum of Rs 3,00,000/- (Rupees Three Lakhs only)

1. We (here in after called "The Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to The Employer in rupees forthwith on demand in writing and without protest of demur or any and all moneys anywise payable by the contractor to The Employer under in respect of or in connection with the side contract inclusive of all The Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys anywise payable in respect of the above to this guarantee up to an aggregate limit of Rs./- (Rupees.....only).
2. We Bank further agree that The Employer shall be sole judge of and as to whether the said contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by The Employer on account there of and the decisions of The Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the Contractor's obligations and liabilities hereunder or to vary the contract or the work to be done thereunder vis-à-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security (ies) now or hereafter held by the Employer and no such dealing (s) reduction (s) increase (s) or other indulgence (s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the Bank of the fail liability to The Employer hereunder or prejudice the rights of The Employer against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respect and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or dispute having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the bank to The Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by The Employer on account of any losses or damages of cost, costs, charges and / or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer of suffered or incurred by The Employer as the case may be and shall be payable by the bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the contractor arising up to and until midnight of.....
8. This guarantee shall be addition to any other guarantee or security whatsoever that The Employer may now or at any time anywise may have in relation to the contractor's obligations/ or liabilities under and/ or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.
9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which the Employer may have obtained or obtain from the contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.
10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.
11. We.the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.
12. Not with standing anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of 15 months i.e. upto 3 months beyond the expiry of contract of 12 months.

Datedday of20 .. .

For and on behalf of Bank.

Designation and name of Bank Official (with Bank Stamp)

TECHNICAL PROPOSAL

Form-T1

Letter of Proposal (On Applicant's letter head)

(Date and Reference)

To, *****

Sub: Engagement of Security Agency/Firm/Company for providing Security Services to IAHE at Noida by deploying Security Personnel.

Dear Sir,

With reference to your RFP Document dated 18th September 2015, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as **Security Agency/Firm/Company for providing Security Services to IAHE at Noida by deploying Security Personnel**. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the agency for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the agency, without incurring any liability to the Applicants in accordance with Clause 10 of the RFP document.
8. I/We declare that we/any member of the consortium, are/is not a Member of any other Consortium applying for Selection as a Consultant.

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Security services or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. The Bid Security of Rs. 50,000/- (Rupees Fifty only) and fee for document of Rs. 1000/- (One thousand only) in the form of a Demand draft/ Banker Cheque are attached, in accordance with the RFP document.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this valid for 60 (Sixty days) days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
17. In the event of my/our firm/consortium being selected as the Consultant, I/we agree to enter into any Agreement in accordance with the form Appendix IV of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of and documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of work.
19. The Technical proposal is being submitted in hard copy and is being submitted online also. Financial Proposal is being submitted online only. The Technical Proposal and Financial Proposal shall constitute the Application which shall be binding on us.

20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,
(Signature, name and designation of the authorized signatory)
(Name and seal of the Applicant/Lead Member)

Enclosures:

1. Power of Attorney (POA) as mentioned in para 1.7 of LOI.
2. Bid Security & document fee as mentioned in para 3.1.1 of LOI.
3. Firm's relevant experience as mentioned in para 3.1.1 of LOI (Form T-2 with enclosures).
4. Firm's turnover as mentioned in para 3.1.1 of LOI (Form T-3 with enclosures).

FIRM'S RELEVANT EXPERIENCE

Relevant Services Carried out in the Last three Years (2012-13 onwards)
Which Best Illustrate Qualifications

The following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted by the client:

Details of work Experience for the year 2012-2013

Name of the Firm:

S N	Name of Work	Work-1	Work-2	Work-3	Work-4
1	Agreement /work order reference				
2	Name of the client				
3a	No. of Manpower supplied at minimum wages				
3b	No. of Supervisory or other personnel supplied				
4	Date of start				
5	Status of work i.e. whether completed/ ongoing				
6	Actual date of completion/ in case of ongoing contracts date up to which payment received				
7	Total fees received during 2012-13 (excluding Service Tax)				
8	Ref to Clients certificate (page no at which Clients Certificate is placed to be referred)				
9	Contact Details of Clients including Phone no & address for further enquiry				

Total Fees received during 2012-13 (excluding service tax) = Total Fees received (as per Sl no. 7 in the table above) during 2012-13 for (Work 1+ Work 2 + Work 3 + Work 4 + -----
--)= Rupees _____

Note:

In case of number of works of more than 4, more columns can be added in the above table and can be continued on next page for the relevant Year (2012-13).

Details of work Experience for the year 2013-2014

Name of the Firm:

S N	Name of Work	Work-1	Work-2	Work-3	Work-4
1	Agreement /work order reference				
2	Name of the client				
3a	No. of Manpower supplied at minimum wages				
3b	No. of Supervisory or other personnel supplied				
4	Date of start				
5	Status of work i.e. whether completed/ ongoing				
6	Actual date of completion/ in case of ongoing contracts date up to which payment received				
7	Total fees received during 2013-14 (excluding Service Tax)				
8	Ref to Clients certificate (page no at which Clients Certificate is placed to be referred)				
9	Contact Details of Clients including Phone no & address for further enquiry				

Total Fees received during 2013-14 (excluding service tax) = Total Fees received (as per Sl no. 7 in the table above) during 2013-14 for (Work 1+ Work 2 + Work 3 + Work 4 + ----- --) = Rupees _____

Note:

In case of number of works of more than 4, more columns can be added in the above table and can be continued on next page for the relevant Year (2013-14).

Details of work Experience for the year 2014-2015

Name of the Firm:

S N	Name of Work	Work-1	Work-2	Work-3	Work-4
1	Agreement /work order reference				
2	Name of the client				
3a	No. of Manpower supplied at minimum wages				
3b	No. of Supervisory or other personnel supplied				
4	Date of start				
5	Status of work i.e. whether completed/ ongoing				
6	Actual date of completion/ in case of ongoing contracts date up to which payment received				
7	Total fees received during 2014-15(in Rs) (excluding Service Tax)				
8	Ref to Clients certificate (page no at which Clients Certificate is placed to be referred)				
9	Contact Details of Clients including Phone no &address for further enquiry				

Total Fees received during 2014-15 (excluding service tax) = Total Fees received (as per Sl no. 7 in the table above) during 2014-15 for (Work 1+ Work 2 + Work 3 + Work 4 + ----- --) = Rupees _____

Note:

In case of number of works of more than 4 , more columns can be added in the above table and can be continued on next page for the relevant Year (2014-15).

Note:

- 1.** Only the value of contract as executed by the firm in its own name should be indicated. **All the pages of the Technical Bid are to be numbered continuously and page no is to be referred under the reference column**

- 2.** All the details should be supported by documentary proof, i.e., **clients certificates** clearly indicating the required details as number of different categories of security personnel supplied, commencement and actual completion date and contract amount payable **and payments made to the Security agency during at particular year i.e. 2012-13, 2013-14, 2014-15 (wherever applicable)** etc., in addition they will be required to submit list showing name & address, category of manpower supplied and ESI, PF challan in support of the work experience.

- 3.** **The experience of the Principal Firm / Agency will only be considered** for evaluation of Tender. The experience of any Strategic alliance / partnership firm etc, will not be considered for evaluation

Signature of Authorized Representative

(Certificate from Employer regarding experience should be furnished)

APPENDIX-II

Form- T3

Financial Capacity of the Applicant

Name of the tenderer:

All amount in Rupees in Lakh

SN	Description	2012-13	2013-14	2014-15
1.	Annual Turnover			

NOTE:

- 1. Attach copies of the audited balance sheets, including all related notes, income statements for the last three audited financial year, as indicated above.
or
The financial data in above prescribed Performa duly certified by Chartered Accountant/Company Auditor under his signature & stamp.**
- 2. The Annual Turnover of the Principal Firm / Agency will only be considered for evaluation of Tender. The Annual Turnover of any Strategic alliance / partnership firm etc, will not be considered for evaluation.**
- 3. If financial data (Turn over etc.) for the financial year 2014-15 is not certified by the CA/ audited balance sheet for the year 2014-15 is not available, the applicant can submit the turnover for subsequent last 3 financial years (i.e. 2013-14, 2012-13 and 2011-12).**

Please do not attach any printed Annual Financial Statement.

Signature of Authorized Representative

(Certificate from Employer regarding experience should be furnished)

**(Form- F-1)
FINANCIAL PROPOSAL**

FROM:

TO:

Sir:

Subject: **Engagement of Security Agency/Firm/Company for providing Security Services to IAHE at Noida by deploying Security Personnel**

Regarding Price Proposal

I/We _____ Security agency/ firm herewith enclose
*Price Proposal for selection of my/our firm/organization as Security agency/ firm for

Yours faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

(Authorized Representative)

***The Financial proposal is to be filled strictly as per the format given in RFP.**

(Form- F-2)
Form of Financial Proposal

I, the undersigned, offer to provide Security Services to IAHE in accordance with your RFP [Dated 18.09.2015]. Our **Services Charges** including uniform allowance ,Overhead & Profit is (in figures) _____% **(Percentage)** (in words _____Percent) (i.e. item “D” as given at para 1.2 below) over and above the **Total cost per month excluding Service tax** (i.e. item “C” as given at para 1.2 of Annexure to Form F-2)

1. Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., [Date _____].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

Signature_____

Full Name_____

Designation_____

Address_____

(Authorized Representative)

Annexure to Form F-2

1.1 Summary of Estimated cost for providing Manpower to be provided on contract as per minimum Wages fixed by the Government of National Capital Territory of Delhi in scheduled employment under Minimum Wages Act

The monthly remuneration per person per month should be as per minimum Wages fixed by the Government of National Capital Territory of Delhi in scheduled employment under Minimum Wages Act as per order dated 01.04.2015 of Labour Department of Govt of NCT of Delhi. The details of manpower and their number have been indicated at Column 2 and Column 4 respectively. Monthly Remuneration for various categories as per Minimum Wages Act as per order dated 01.04.2015 of Labour Department of Govt of NCT of Delhi) is at column 3.

S. N	Name , Category and No. of Posts	Monthly Remuneration per person per month as per present order cited	No of Persons	Total Monthly Remuneration (No of posts x entry at column 3) (in Rs)	All statutory charges, as applicable like ESI & EPF (in Rs)	Remarks
1	2	3	4	5	5	6
1.	Security Supervisor / Gunmen Category –Skilled	10,998.00	6	65,988.00	Not to be quoted. Such charges shall be paid by IAHE as per Govt Norms. Security Agency has to deposit the contribution of the employee (to be deducted from Salary) and employer (to be paid by IAHE) to the concerned department	
2.	Security Guards Category- Semi skilled	10,010.00	18	1,80,180.00		
Total				2,46,168.00		

1.2 Total cost of providing security personnel per month would be calculated as per following methodology.

A= Total Monthly Remuneration of personnel paid as per Minimum wages (i.e. Minimum wages x No of personnel which as mentioned at column no 5 of table at para 1.1 above)

B= Employer contribution towards EPF and ESI as per applicable rates (as percentages of A) and rules valid from time to time

C= Total cost per month excluding Service charge = A + B

D= Contractor's Service Charges including uniform allowance, Overhead & Profit (As a percentage of C)

E= Total cost per month including Service charges = $C + [(C) \times (D/100)]$

F= Service tax as percentage of E (as per relevant guidelines existing from time to time)

G= Total Cost Per Month = $E + [(E) \times (F/100)]$.

Note:-

- (i) **Employer contribution towards EPF and ESI** as per applicable rates for the 2nd and subsequent month will be released on submission of proof regarding deposition of these charges (to the Relevant Government Authorities) pertaining to the first month /previous month.
- (ii) **Service Tax** shall to be deposited by the Security agency as per Govt. norms from time to time to the relevant Government Authorities. Service tax shall be reimbursed by IAHE on submission of Challan (proof of deposition of Service tax to the relevant authorities) by the Service provider as per Government norms pertaining to Service tax from time to time.

1.3 Bidders are only to quote the Service Charges including uniform allowance, Overhead & Profit as a **percentage of C (as mentioned at para 1.2 above)**

2. The quoted rates shall be valid for 60 days from the last date of submission of tender.
3. If the wages are revised subsequently by the Govt of NCT Delhi , the incremental wages (only for wages component excluding any other charges), if applicable, will be provided on submission of necessary circulars/orders of the Government along with the revised calculation sheets. **Responsibility of informing IAHE about the revision of the minimum wages as mentioned above lies with the Security Agency.**
4. The offer/bid which is not in compliance with the Minimum Wages Act. and any other labour laws will be treated as invalid.
5. The contract is initially for one year which is further extendable for two more years, year by year based on satisfactory provision of Services.

6. The number of manpower shown above is indicative and actual number may vary.

Signature of Managing Director/
Head of the firm/Authorised Representative

Full Name:

Seal:

Date:

Place:

Section-V-Draft Contract Agreement

CONTRACT AGREEMENT

BETWEEN

INDIAN ACADEMY OF HIGHWAY ENGINEERS

A-5, Institutional Area, Sector-62, Noida (U.P)

AND

FOR

**Engagement of Security Agency/Firm for providing Security Services to IAHE at
Noida by deploying Security Personnel**

Draft Form of Contract

AGREEMENT of Contract for Providing the Security Personnel in IAHE

This agreement made on the Day of _____ Month Year Two Thousand Fifteen between the INDIAN ACADEMY OF HIGHWAY ENGINEERS, Plot No. A-5, Sector-62, NOIDA, (hereinafter called “IAHE”) of the one part, which expression shall include his successors and assigns and M/s (**herein after called “The Security Agency”**) which expression shall include his heirs, executors, administrators and assigns of the other part.

Whereas IAHE is desirous of hiring of Security Services by deploying Security Personnel which should be deployed by the Agency, viz “.....” etc. in IAHE Campus and has accepted a Bid of the Contractor for the execution and deployment of Security personnel therein.

Now this Agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the 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. RFP No. IAHE/Admin /17/Tender-Security agency/2015-16 dated 18.09.2015
 - b. IAHE’s Work Order No.....
 - c. Performance Security.....
3. In consideration of the payment to be made by the IAHE to the contractor as hereinafter mentioned, the Contractor hereby covenants with IAHE to execute and deployment of contractual manpower and remedy any defects therein in conformity in all respect with the provisions of this agreement.

4. The INDIAN ACADEMY OF HIGHWAY ENGINEERS hereby covenants to pay the Contractor in consideration of the execution and deployment of contractual manpower and the remedying of defects therein the Contract Price or such other sum as may become payable at the times and in the manner prescribed by this agreement.
5. Obligations of the Contractor – The contractor shall ensure full compliance of tax laws of the India with regards to this agreement and shall be solely responsible for the same. The contractor shall submit the copies of acknowledgements evidencing filling of returns every year, receipt of all statutory obligations month wise and shall keep the employer fully indemnified against liability of tax, interest, penalties etc. of the contractor in respect thereof, which may arise.
6. The court at the Delhi/New Delhi shall be the exclusively jurisdictions for all dispute arising out of this agreements between the parties.

In Witness whereof the parties hereto have this Agreement to be executed the day and year first before written.

Signed, Sealed and Delivered by the Said

Binding signature for and on behalf of
INDIAN ACADEMY OF HIGHWAY ENGINEERS,
NOIDA.

Binding Signature for and on behalf of
The Service Provider

In the presence of

Witness (1):

Witness (2):