

**NATIONAL INSURANCE ACADEMY
BALEWADI, PUNE 411 045**



TENDER DOCUMENT

FOR

**SECURITY SERVICES ON
CONTRACTUAL BASIS
AT THE
NATIONAL INSURANCE ACADEMY CAMPUS.**

2022-2024

**Through Online Mode Only
NIA E-Procurement Website is – <https://www.tenderwizard.com/NIA>**

**SECURITY SERVICES ON CONTRACTUAL BASIS AT THE N.I.A.
CAMPUS 2022-2024**

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**NATIONAL INSURANCE ACADEMY, 25, BALEWADI,
BANER ROAD, N.I.A. POST OFFICE
PUNE 411 045,**

TENDER NOTICE

Ref. No. National Insurance Academy/Security-Ser/06/2022 dated 01/06/2022

National Insurance Academy, Pune, an autonomous Institution established by **Public Sector Insurance Companies** having its office at 25, Balewadi, Baner Road, National Insurance Academy P.O., Pune 411045 invites e-tender through advertised tender enquiry for “**Security Services on Contractual Basis at the National Insurance Academy Campus**” as per the details given in the “**Terms and Conditions for service contract of Security Services**” of the Tender Document from reputed Individuals / Firms / Companies / Corporations / Associations / Societies having sound technical and financial capacity who fulfills the eligibility criteria and submits documentary evidence as per Technical Bid to Tender Document, such applicants should be preferably operating their business in and around Pune City.

The National Insurance Academy reserves its right to reject one or all tenders without assigning any reasons and also to extend the date of tender, if required.

**DIRECTOR
NATIONAL INSURANCE ACADEMY, PUNE**

TECHNICAL BID

ELIGIBILITY CRITERIA

SCANNED COPIES OF REQUIRED DOCUMENTS TO BE UPLOADED ONLINE

- 1) The Agency should have the minimum experience of **five years as on 31/03/2022** in similar type of Security Services, out of which two years' experience should be in any Public Sector Undertaking (PSU), Govt. Organization, educational institutions like college, university, institute, and any similar educational body. The tenders of those tenderers who lacks this experience are liable to be rejected.
- 2) The tenderer must have a minimum cumulative turnover of Rs. 8.00 crore for the three financial years i.e., 2018-19, 2019-20 and 2020-21.
- 3) The tenderer be registered under the Central Contract Labour Act or must give undertaking to register it within 60 days of award of tender.
- 4) The tenderer should not have been debarred/blacklisted. Undertaking should be enclosed.
- 5) The Tenderer should pay the Tender Cost of **Rs.500.00 + GST** and EMD of **Rs.2, 00,000.00** through online e-Payment mode available on NIA e-Procurement Website. The e-Payment Gateway is available on NIA e-Procurement Site. Tender without Tender cost and EMD will be summarily rejected. No exemption will be granted.
- 6) Only the Tenderers who fulfill the eligibility criteria and Technical Bid requirements shall participate in the e-tendering process. The Tender Document shall consists of Technical Bid and Commercial Bid. The Tenderer shall go through the Technical Bid before submitting the Tender.
- 7) The Tenderer/s shall keep his / their offer valid for a period of 3 months (90 days) from the date of opening of the tender. If any Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his offer, the EMD is liable to be forfeited.
- 8) The Tenderer shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership / company or society etc. In case the tender is submitted on behalf of partnership firm / company / corporation / society, then he should submit the certified true copy of the **Registered Partnership Deed, Certificate of Incorporation, Power of Attorney and Registration Certificate, whichever is applicable** etc. along with the tender document. If these documents are not submitted or if any such documents are found to be not in order, the tender of such Tenderer shall be treated as invalid and liable for rejection
- 9) The Tenderer, whether an Individual / Sole Proprietor, a Partnership Firm or a Limited / Private Limited Company or Corporation or Society, wants to act through their agent /

authorized representative or individual / Partner, should submit along with the tender, a **Power of Attorney** duly stamped and authenticated by a Notary Public or by a Magistrate in favour of the specific person whether he / they be individual / partner and in case of the Company / Society, a **resolution of the company** / society duly authorizing such representative to submit the tender, sign agreements and to receive money and manage the contract etc. The tender document shall be signed by such authorized representative of the Tenderer duly indicating his full name and status below the signature along with official stamp of the Proprietorship / Partnership firm / company / society etc. Those tenders which do not accompany such Power of Attorney, Resolution etc. shall become invalid and liable for rejection.

- 10) ACADEMY may at any time after opening of the tender depute a team of its' officials to the site / work place / office of the Tenderer to get the credentials of the information furnished by the Tenderer verified by collecting the spot information as to the status, workmanship & quality of the services rendered by them. If any information furnished by the Tenderer is found to be incorrect, the tender of such Tenderer shall be liable for rejection.
- 11) The successful Tenderer whose tender is accepted shall, within seven days from issuing / receiving the Letter of Acceptance, be required to deposit an amount of **Rs.6,00,000.00 (Rupees Six Lakh Only)** by Demand Draft in the Name of National Insurance Academy, payable at Pune and to attend in person or through a duly authorized representative at the Office of ACADEMY and execute the Contract Agreement with the ACADEMY as per the General Conditions / Special conditions enumerated in the tender documents, on a **Non-Judicial Stamp Paper of Rs.500/-**. If he / she / they decline/s or fail/s to remit the Security Deposit or to execute the contract agreement within the stipulated time, the entire amount of EMD of **Rs. 2, 00,000.00/- (Rs. Two Lakh only)** shall stand forfeited, without prejudice to ACADEMY's right to rescind the contract and other rights and remedies warranted by law.
- 12) In the event of refusal to carry out work by the successful Agency on any grounds during the contract tenure, it's EMD / security deposit shall be forfeited.
- 13) The **Security Deposit of Rs.6, 00,000/- (Rupees Six Lakh Only)** will be refunded to the Tenderer within 60 days of completion of the contract subject to satisfactory performance of the Tenderer's obligations under the contract and subject to such deductions as may be necessary for making up Academy's claims against the Tenderer.
- 14) The Tenderer should note that non-compliance of the following instructions will render the tender liable for rejection.
 - a. Online submission of the Technical Bid along with supporting documents, receipts of EMD and Tender Cost is uploaded.
 - b. The Tenderer should ensure that the tender is received before the due date and time specified in the Key Dates of online tender.

- c. The Tenderer should fill in all the relevant information in prescribed templates/forms and put his Digital signature on the relevant places as required in the e-tendering System.
- d. The schedule of Quantities should be filled in as per the format given in the online e-Tender.
- e. The Tenderer should note that he is to quote RATES only in the BOQ on online portal.
- f. No liability whatsoever will be admitted nor claim allowed in respect of errors in the submitted tender due to missing / duplicate uploaded documents.
- g. Proforma of “Articles of Agreement” should not be filled in by the tenderer. While the contract shall be deemed to have come into existence on issue of letter of acceptance to the successful tenderer, the formal agreement shall be signed thereafter with the successful tenderer on non-judicial stamp paper of requisite value as per the Proforma of Articles of Articles of Agreement.
- h. Earnest Money accompanying the tender will be accepted only through online e-Payment mode which is e-Payment Facility and available on NIA e-Procurement Website and not in favour of any other Authority or location. Any tender, which is not accompanied by Earnest Money Deposit, shall be summarily rejected. No interest will be paid for the period during which the earnest money lies in deposit with the National Insurance Academy.
- i. The tender shall be accompanied by a certified true copy of Power of Attorney in favour of the signatory to the tender documents. If the tender is submitted on behalf of a firm, it must be signed either by all partners or a person holding a valid power of attorney from all partners constituting the firm. The person signing the tender on behalf of another partner(s) or on behalf of a firm or Company shall attach with the Tender a proper Power of Attorney duly executed in his favour by such other person(s) or by all the partners in accordance with the Constitution of the Company / Articles of Association, stating that he has the authority to sign on behalf of such other person(s) of the firm or the Company as the case may be, in all matters pertaining to the contract including the Arbitration Clause.
 - ii. The tenderers can submit the scanned copy of the same on the online portal.
- i. Tenderers are warned that Cash, or Encashable Cheque, or Bank or Insurance Guarantee, or Fixed Deposit receipt in lieu of the aforementioned form of Earnest Money remittance will not be accepted.
- j. Tenders containing errors are liable to be considered non-bonafide at the discretion of the Director, National Insurance Academy, Pune.

- k. The Tenderer should note that the tender should remain valid for consideration for a minimum period of THREE MONTHS from the date fixed for submission of BID DOCUMENT.
- l. The National Insurance Academy reserves the right to accept any tender or to accept tenders in part; to reject any or all tenders without assigning reasons thereof.
- m. Canvassing in any form shall make the tender liable for rejection.

TECHNICAL BID

E -TENDERING PROGRAMME SYSTEM

The Tenderer has to submit the Tender as under:

I. Technical Bid:

The Tenderer shall fill in the form and upload the supporting documents / attachments. The scanned copy of the Online paid transaction details / receipts of Tender Cost and EMD shall be uploaded in Technical Bid.

The Tender cost of Rs.500.00 + GST (non-refundable) and EMD of Rs.2, 00,000.00 through online e-Payment mode on NIA e-Procurement Website. The e-Payment Facility is available on NIA e-Procurement Site. (No Physical Demand Draft will be accepted). The Tenderer should have to pay Tender cost and EMD through online e-Payment mode only.

II. Commercial Bid:

The Commercial Bid consists of documents and schedule of quantities. The Tenderer shall download the documents, fill in their relevant information, sign and stamp the documents and upload in the portal. The item rate in words and figures shall be quoted in each item of work in the schedule provided. No other document or conditions shall be uploaded along with documents of commercial bids.

Note:

- a. Any Tenderer applying and fulfilling the eligibility criteria may not be considered for enlistment if unsatisfactory performance report/s is / are received for the completed Security Contracts / Service Contracts from their previous Employer.
- b. The Director, National Insurance Academy reserves the right not to open commercial bid of the Tender or any / all bids at his sole discretion without assigning any reason, whatsoever.
- c. If the submitted documents filed by the Tenderer are found false / forged or fabricated during verification / evaluation process and / or after opening of commercial bid, not only the Earnest Money Deposit will be forfeited in totality but also they will be debarred from participating of tendering for a period of 3 years by National Insurance Academy and such information will also be shared with other organizations.

Key Dates:	
Publication of NIT	07.06.2022
Date of uploading of tender document on online e-tendering portal: https://www.tenderwizard.com/NIA	07.06.2022
Period of Downloading of tender document	From 10.00 Hrs on 07.06.2022 up to 15.00 Hrs on 28.06.2022

Pre-bid Meeting	On 16.06.2022 @ 11.00 Hrs.
Date of corrigendum, amendments if any.	Up to 17.30 Hrs. on 16.06.2022
Last Date, Time for online submission of Tender forms and documents.	Up to 17.00 Hrs. on 28.06.2022
Tender cost	Rs.500.00 + GST
EMD	Rs.2,00,000.00
Date & Time of Opening of Technical Bid Online	29.06.2022 - 11.00 A.M.
Date & Time of Opening of Commercial Bid Online	Shall be intimated at a later date to the Tenderers, who qualify in the Technical Evaluation.

**III. Information & instructions to the bidders:
FOR USING ONLINE ELECTRONIC TENDERING SYSTEM (ETS).**

The Special Conditions & instructions for using online Electronic Tendering System (eTS) through portal (website) <http://www.tenderwizard.com/NIA> adopted by National Insurance Academy, Pune as given in the subsequent pages will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

The Tenderers are required to enrol for Vendor Registration on the NIA e-Procurement Tender wizard Portal (URL: <https://www.tenderwizard.com/NIA>) by clicking on the link “**Registration**” on the home page of e- Portal, which is chargeable. (Rs.1000/- + GST 18%, **Non-Refundable**) to be paid online through e-payment gateway). & Tender Processing Fees are applicable (**Non- Refundable**).

Note: The e-Payment Gateway is available on e-Procurement Portal for making the Online Vendor Registration Payment.

Note: Information about e-Procurement Portal.

More useful information for submitting online bids on the NIA e-Procurement Tender wizard Portal may be obtained at: <https://www.tenderwizard.com/NIA>.

The Tenderers are requested to refer to the Vendor’s manual by downloading the Vendor’s Manual by visiting on home page of <https://www.tenderwizard.com/NIA> and following KEY INSTRUCTIONS for TENDERERS by clicking on “**Latest Circulars/Formats/Help Manuals/FAQs**”. The complete **Step by Step Vendors Help Manual For e-Procurement / e-Tendering Process, Vendors Registration Process, System Settings Requirements & JAVA Settings Manuals, e-Payment Guidelines & Digital Signature Certificate Process** are available on e-Auction Website regarding the e-Auction.

Online Support / Web Support / E-Mail Support / Phone Support are also available for Bidders as well as Dept. Officials. Online support will be provided through “Team viewer” or “Ammy Admin” Remote software only.

For Downloading this software, the downloading software links are available on home page of e-Auction Website.

- **Registration of the Vendors / Bidders:** All the bidders intending to participate in the tenders floated online using Electronic Tendering System (ETS) are required to get registered on the e-Tender Portal (website) <http://www.tenderwizard.com/NIA>. After successful Registration on above mentioned portal, bidders will get a User ID and Password to access the website.

- **Viewing of Online Tenders:** The vendors/bidders can view tenders floated on online Electronic Tendering System (ETS) hereinafter referred as “e-Tendering System” through portal (website) at <http://www.tenderwizard.com/NIA>. They can view the details like Tender Notice, Terms and Conditions, drawing (if any) and any other information. To download the tender they need to login on to the above portal and can download the tender documents of an e-Tender.

- **Key Dates:** The vendors/bidders can view the Online Scheduled dates of e-tendering System (time schedule) hereinafter referred as “Key Dates” for all the tenders floated using the online electronic tendering system on above mentioned portal (Website) <http://www.tenderwizard.com/NIA>

The bidders are strictly advised to follow dates and time as mentioned in Key Dates of a particular tender. The date and time will be binding on all the bidders. The bidders are required to complete the stages within the stipulated time as per the schedule (Key Dates) to continue their participation in the tender. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined. The bidder should ensure that the status of a particular stage should be shown as “Completed” before the expiry date and time of that particular stage and they should possess a copy of receipt of completion of each stage to be performed from their end which should match with the status with their offer on online portal. It will be the sole responsibility of the bidder if the status of a particular stage is “Pending” till the expiry date and time of that stage, and he will not be able to proceed further in the e-Tendering process. The Key dates are subject to change in case of any amendment in schedule due to any reason stated by the Department.

- **Obtaining a Digital Certificate and its Usage:** On e-Tendering System the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal. The Digital Signature Certificate (DSC) has two keys i.e. Public Key and Private Key. The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text.

Note: Digital Signature Certificates: Class II or Class III Signing + Encryption Digital Signature Certificate is required for e-Tendering. (DSCs) are issued by an approved Certifying Authority, by the Controller of Certifying Authorities (CCA India), Government of India.

- The contractors may obtain Class II/III digital certificate from any Certifying Authority or Sub certifying Authority authorized by the Controller of Certifying Authorities on the portal <http://cca.gov.in>. or may obtain information and application format and documents required for issue of digital certificate from our Service Provider for Electronic submission.

E-Tendering System (ETS):

E-Tender helpdesk
#24, Sudha Complex,
03rd Stage, 04th Block,
Basaveshwaranagara,
Bangalore - 560079
dscprocessingunit@yahoo.com
Help Desk Contact Details:
Tel: 080-40482000/121/133/140
Mobile: 9686115304/9686115323
E-mail: lokesh.hr@antaressystes.com
raghuprashanth@antaressystems.com

- The Bid (Online Offer) for a particular e-Tender may be submitted only using the Digital Signature Certificate (DSC), which is used to Encrypt (codified) the data and sign the Hash (Impression of your data) during the stage of Bid Preparation and Hash submission. In case, during the process of a particular e-Tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.

- In case of online Electronic Tendering, if the Digital Certificate issued to the authorized user of a firm is used for signing and submitting an online bid, it will be considered equivalent to a no objection certificate/power of attorney to that User. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the Digital Certificate as per Indian Information Technology Act 2000 and its amendments. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of agency for National Insurance Academy Office Pune, as per Information Technology Act 2000 and its amendments. The Digital Signature of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority or Sub Certifying Authority; in case of change of authorized user and that a fresh digital certificate is procured and issued an “Authorization Certificate” for the new user. The procedure for application of a Digital Certificate will remain the same for the new user.

- The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

- Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at the e-Tendering Portal (website) through <http://www.tenderwizard.com/NIA>.

NOTE: -

NATIONAL INSURANCE ACADEMY AND TENDERWIZARD will not entertain any reasons/claims of Tenderer on account of Net Connection Failure/Power Connection Failure

and any issues during the submission of tender online. The Tenderer shall be solely responsible for all those facts and failure of Net Connectivity, Electricity Current Connectivity etc.

For Registration and for further details on e-tendering, please visit website above mentioned portal (website) or below mentioned address: -

E-Procurement Helpdesk Officials details.

Office Address: E-Tender helpdesk, # 24, Sudha Complex, 03rd Stage,
04th block, Basaveshwaranagara, Bangalore-560079

Help Desk Contact Details: -

- 1) **Mr. Sanjay K. Chandak, (Pune & Mumbai Maharashtra) (E-mail :
sanjay.kc@antaressystems.com) Or
sanjay.kc@etenderwizard.com Ph: 9665721619.**
- 2) **Mr. Lokesh, (E-mail: lokesh.hr@antaressystems.com)
Ph: 09686115304 & 080-40482140**
- 3) **Mr. Raghu Prashant, (E-mail:raghuprashanth@antaressystems.com)
Ph: 09686115323**
- 4) **Mr. Vinay B P (E mail: vinaybp@antaressystems.com)**

IV SUBMISSION OF TECHNICAL BID

The Enrolment Form along with the Annexure A1, A2 and B to H shall be completely filled in all respect along with these instructions for filling and uploading of Enrolment Form.

- Tenderers to note that all particulars required as per the form and Annexures shall be filled in completely in relevant strictly as per the format.
- The forms not submitted strictly as per the above instructions within stipulated period are liable to be rejected.
- The Technical Bids as per eligibility criteria shall be evaluated. Please note that no enquiries or correspondence regarding the selection of tenders shall be entertained.
- The Tenderers are advised to follow the instructions given below:
 1. The Technical Bid Form shall be filled online in the e-tendering portal in capital letters.
 2. The Full address of the site of work, owner, or authority under whom the works have been carried out should be given (Please refer Annexure D & E).
 3. The Tenderer should ensure to submit the satisfactory Completion Certificate giving the value of work, year of completion and it should also tally with the value of final bill in Annexure D.

4. The annual turnover should be based on latest Income Tax Clearance Certificate duly cleared by Income Tax Department or audited balance sheet, copy of which should be enclosed.
5. A Copy of the Agreement in case of works carried out for private agencies should also be enclosed.
6. All the documents uploaded are to be self-attested by the authorized signatory.
7. Please note that the submission of TECHNICAL BID DOCUMENTS does not confer any right to claim for selection for further tendering process.

TECHNICAL BID

The Following information and documents are mandatory and need to be submitted / uploaded online.		
Sr. No.	Required Information (QUERY)	ANSWER
1	Name and registered address of the Individual/firm/company.	
2	Cost of Tender Document Deposited. Upload online payment receipt of Rs.500.00 + GST	
3	Earnest Money Deposit - Upload online payment receipt of Rs.2,00,000.00	
4	Legal Status In case the tenderer is an Individual proprietor, Partnership Firm, Limited Company, Corporation, Co. Op. Society, then the certified true copy of the Registered Partnership Deed, Power of Attorney in favour of partner authorizing for signing tender document, Board or Committee resolution authorizing the person for signing the tender document, Certificate of Incorporation, or a copy of the Memorandum and articles of association of the Company or / and Registration Certificate and any certificate issued by any statutory authority in case of Proprietor.) Whichever is applicable is to be uploaded. Upload Affidavit in case of Sole Proprietor as per Annexure A1 Fill in and upload enclosed Annexure A2	
5	Name, designation, and telephone nos. of the contact person / persons. Mobile Nos. Fax No. E-mail id	
6	Month and Year of commencement of service business in present name. (Experience of Five years as on 31/03/2022)	

7	Particulars of Sister Concern / Firm, if any.	
8	Statutory details (Photocopies of following documents / Certificates to be Uploaded)	
	• Registration number of the firm. (As per Shop and Establishment act.)	
	• Registration number under the Contract Labour Act. (LIN) (Any One certificate of latest three previous years) or must give undertaking to regular it within 60 days of award of tender	
	• Registration number under Labour Welfare Act. (MLWF)	
	• Workman's Compensation Insurance Policy- Latest.	
	• PAN No.	
	• Goods and Service Tax No	
	• Registration with EPF and Details	
	• Registration with ESIC and Details	
	• Any other Quality Certificate	
	• RPFC - Registration number (Provident Fund)	
	• ESIC – Registration number) Employee's State Insurance.	
	• Any other License, if yes License No. Copy to be uploaded.	
	• Existing manpower with Documentary Evidence to be uploaded.	
• Maharashtra Security Guard Board License		
9	Fill in and enclose Annexure B giving details of enrolment with National Insurance Academy in the past and with other organizations.	
10	Fill in and upload Annexure – C giving full particulars about Security contracts / Service contracts completed during three years. Note: List of only those works which are carried out by the firm participating in this Tender is to be given. Work Completion / Experience Certificates	

	must be uploaded with address and contact numbers of the issuing authority.		
11	Fill in and upload a List giving full particulars about ongoing / current Security contracts /Service contracts as per Annexure D with documentary evidence.		
13	Fill in and upload Full information regarding permanent administrative and technical staff employed as per Annexure E .		
14	Annual Turn Over for three years. (Upload self-attested statements of three consecutive years duly certified by Chartered Accountant with Registration Number as per Annexure F (The tenderer should have a cumulative turnover of Rs. 8.00 Crores (Rupees Eight Crores Only) during the three years.	F.Y.	Annual Turn Over
		2018-2019	
		2019-2020	
		2020-2021	
15	Declaration as per Annexure G & H		
16	Name and complete postal address of bankers.		
	Name of Bank		
	Branch		
	Account No		
	Account Type		
	IFSC Code		

**TERMS AND CONDITIONS FOR SERVICE CONTRACT OF SECURITY SERVICES
AT NATIONAL INSURANCE ACADEMY CAMPUS AT S.NO. 25, BALEWADI, BANER
ROAD, PUNE 411045**

A. GENERAL CONDITIONS

01. The contracting party whether it be a Proprietor/ Individual, Partnership firm/ Company/ Corporation/ Society, shall be, for the purpose of this contract, be known as “the Agency” and the National Insurance Academy shall be known as “Academy”.
02. The contract will be for a period of two years. However, the Contract may be extended for a further period of up to one year on the same terms and conditions subject to satisfactory performance of the Agency during the initial two years term of the contract without any levy of penalty on account of any breach or unsatisfactory performance. The Director of the Academy shall alone have absolute discretion in this regard and the Agency shall have no vested right to seek extension of the contract.
03. The Academy, however, reserves the right to terminate the said contract at any time on the ground of poor-quality security services and ineffective services rendered by the Agency. The Academy will be the sole judge to determine these facts. The contract can also be terminated by the Agency by giving THREE months’ notice.
04. During Technical evaluation, National Insurance Academy may request the shortlisted bidders to make a presentation on their proposal to an “Evaluation Committee” constituted for the purpose at National Insurance Academy, Pune. It is, however, clarified that, subject to other provisions of this document, every bidder will have to comply the minimum technical specifications laid down in the tender document for being qualified technically. In order to assist in the examination, evaluation and comparison of Bids, National Insurance Academy may at its discretion ask the bidder for a clarification regarding its bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.
05. During Commercial evaluation, the commercial Bids of only technically qualified bidders shall only be opened for further processing. The successful bidder is selected based on the total lowest price including taxes and freight charges and any other expenses. In case of more than one tenderer is found as L1 then one committee will be appointed by Director and its recommendation will be submitted to Director, whose decision will be final and binding on all tenderers in this regard.

B. STATUTORY COMPLIANCE BY THE AGENCY:

06. The Agency should obtain the requisite license for running the establishment from the authorities such as Municipality and Fire, Local Authority, State/Central Government

Department, Labour Laws Department, at its own cost. The Academy shall not be responsible in any way for any breach of these rules and regulations by the Agency.

- 07. If the Maharashtra Private Security Guard Act / Pune Security Guard Board provisions are applicable to National Insurance Academy or becomes applicable subsequently, the agency will ensure its immediate compliance.**
- 08. The Head or a senior responsible official of the agency shall visit the Institute at least twice a week and contact the person authorized by the Institute to look into security matters. Any deficiencies in the services and any matter of escalation should be rectified immediately or wherever required in coordination with Pune Police / concerned Govt authorities by the agency when such issues are pointed out by such authorized person/s of the Institute.**
09. The Agency shall comply with all the statutory requirements in respect of engaging the personnel, their service conditions, Rules and Regulations and all liabilities arising under various labour laws, other statutory obligations like PF, ESIC, Bonus, Workman's Compensation, Gratuity, Minimum Wages Act, Payment of Wages Act etc. and Academy shall in no way be responsible or liable in case of any dispute, prosecution or awards made by Court of Law or other Authorities. Satisfactory proof of having complied with these statutory obligations must be produced to the Academy along with the monthly bill.
10. The Agency shall obtain separate code for the deposit of PF dues, if applicable, with the concerned PF Authority directly.
11. Agency shall obtain necessary/valid labour license from the Licensing Authority under the Labour Contract (R&A) Act 1970 and the Rules framed there under from time to time and produce the same to the Academy before commencement of services under the contract and also take step for getting the agreement registered under the Act. He shall also indemnify the Academy from and against any claim under the Act and the Rules thereunder and shall continue to have the valid license until the completion of the contract period or any extended period. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of resultant nonperformance of the work. A copy of the said license will form a part of the agreement.
12. Agency shall keep the Academy indemnified against all loses, damages or liabilities arising out of or imposed in pursuance of any violation by the Agency of/ under Labour Laws and Rules there under or any prosecution or award made by court of law or other authorities specifically under the Industrial Dispute Act, 1947.
13. The Academy shall be indemnified from all the liabilities, whatsoever created under The Workmen Compensation Act/ ESI Act in respect of any injury suffered by the worker employed by the Agency or resulting in death/fatal accident etc.
14. The Agency has to strictly follow the provisions of Payment of Wages Act 1936 and the rules made there under, and further the Agency shall strictly adhere to the provisions of The

Minimum wages Act-1948 and the rules made there under from time to time revising the wages payable to the workmen.

- 15.** All labour and/or personnel employed by the Agency shall be engaged by him/them as his/their own employees in all respect implied or expressed. The responsibilities whatsoever, incidental, or direct, arising out of or for compliance with or enforcement of the provisions of various labour laws of the country shall be that of the Agency and the Academy shall, in no way, be responsible or liable for their wages, salaries, bonus, gratuity or any other allowances, leave salary, wages for holidays or any compensation, notice pay etc. The Agency shall specifically ensure compliance with the provisions of following labour laws/acts and their enactment /amendments.
- a. The Payment of Wages Act, 1936
 - b. The Payment of Minimum Wages Act, 1948
 - c. The Factories Act, 1948
 - d. The Workmen's Compensation Act, 1923
 - e. The Employee's State Provident Fund Act, 1952
 - f. The Contract Labour (Regulation & Abolition) Act, 1970
 - g. The Payment of Bonus Act, 1965
 - h. The Payment of Gratuity Act, 1976
 - i. The Equal Remuneration Act, 1976
 - j. The Employee State Insurance Act, 1948
 - k. The Industrial Disputes Act, 1947
 - l. The Shop & Establishment Act. 1948
 - m. Employment of Children Act XXVI, 1936
 - n. Maharashtra Security Guard Board

The Agency shall pay to the labour employed by him / them, wages as per provision of the aforesaid act and the rules, whenever applicable.

- 16.** The Agency shall fully indemnify the Academy against all the payments, claims and liabilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provision of any of the labour laws to the extent they are applicable to the establishment /work at National Insurance Academy premises.
- 17.** In every case in which, by virtue of the provision of the aforesaid acts or the rules, the Academy is obliged to pay any amount of wages to the personnel employed by the Agency in execution of the work or to incur any expenditure in providing welfare, health and safety amenities required to be provided under the aforesaid act and rules or to incur any expenditure on account of contingent liability of the Academy due to the Agency's failure to fulfill his statutory obligation under the aforesaid act or the rules, the Academy shall be at liberty to withhold from the bills of the Agency the amount of the wages as paid or the amount of expenditure so incurred, and without prejudice to the rights of the Academy under section 20(2) and section 21(4) of the aforesaid act, the Academy shall be at liberty to recover such amount or part thereof by deducting it from Security Deposit and /or from any sum payable by the Academy to the Agency. The decision of the Academy

regarding the amount actually recoverable from the Agency as stated above shall be final and binding on the Agency.

18. **The Agency shall not employ any person below the age of 21 years.** The Agency shall indemnify the Academy from and against all claims and penalties which may be suffered by the Academy by reason of any default on the part of Agency to observe and /or in the performance of the provisions of Employment of Children Act XXVI of 1938 OR any re-enactment or modification of the same.
19. The Agency shall at all-time indemnify the Academy against all claims which may be made under the Workmen Compensation Act 1923 or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequences of any accident, injury sustained by any labour/servant or person in his employment and engaged in the performance of contract. If any such accident occur which may involve any such liability under the Act, the Academy shall be at liberty to withhold such amount from the bills of the Agency and also deposit the same with Commissioner under W.C. Act.
20. The Agency shall be responsible for the compliance with the provisions of the hours of the employment regulation in respect of the staff employed by him in the manner decide upon by the appropriate authority.

C. DUTIES AND RESPONSIBILITIES OF THE AGENCY:

21. **National Insurance Academy** has in total 31.20 acres of land comprising of Administrative Building, Classrooms, Library, IT Park, Four Executive Hostels, PGDM Hostel, A well-equipped Gymnasium, Insurance Labs, Conference Hall, Swimming Pool, Jubilee Park, Convention Centre, 63 Staff quarters, Director's Bungalow etc.
22. The Security Services are to cover the entire campus of the **National Insurance Academy** specifically covering all buildings and open areas within the campus located at S. No. 25, Balewadi, Baner Road, Pune 411045.
23. The Services will include external as well as internal areas located within the buildings, within the campus and Entry / Exit Gates (Main Gate 1 and Gate no. 2). The security service will be for three shifts with qualified ex-army supervisors, comprising of six security points out of which one point will run for two shifts. You may review the manpower deployment.
24. The Security Guards shall carry occasional random checks of 2 wheelers and 4 wheelers of staff and students while leaving the campus to ensure that none of the property of the **National Insurance Academy** is being taken out un-authorized. Similarly, random frisking of staff and students should be done. Such check of vehicles or frisking of personnel must be done only in the presence of an authorized officer of **National Insurance Academy**.
25. The **National Insurance Academy** officers may carryout surprise checks at any time of the day or night. During the duty hours if any security guard is found missing or sleeping or in a drunken state such person will have to be replaced immediately. In such instances **National**

Insurance Academy reserves the right to cancel the security contract or impose a penalty of Rs. 2000/- per such occurrence.

26. In the event of any eventuality or mishap happening at the campus, such as robbery, vandalism, fire, communal riot, earthquake etc. the security persons on duty shall immediately intimate the Director and/or other officers. List of Residential phones or Mobile phone numbers of **National Insurance Academy** officers shall be available with Security at the main gate. The Security Agency shall be held responsible if the message is not conveyed to the **National Insurance Academy** officers immediately.
27. The Agency shall compulsory provide mobile phones to the Security Supervisors. All necessary expenses towards mobile handset and call charges will have to be borne by the Agency.

D. GENERAL CONDITIONS:

28. Security Agency will ensure that all the instructions of the administration issued from time to time are strictly followed and there is no lapse of any kind.
29. It will be the responsibility of the Agency to make suitable arrangements of proper and efficient security set-up for this purpose at the campus. The security Agency shall try to deploy minimum 70% manpower from the category of Ex-Servicemen. The age of Security Guards / Supervisor should not be more than 55 years. The Contractor shall provide satisfactory proof of Ex-Servicemen status of the Security Guards before their deployment in the Academy. The security Agency shall not employ any person below the age of 21 years and above the age of 55 years. The Manpower, so engaged, should be trained for providing security services and firefighting services.
30. The antecedents of security staff deployed shall be got verified by the contractor from local Police authorities and an undertaking in this regard to be submitted to the Academy's Administration Dept.
31. The Agency shall regularly make payment to the Provident Fund, Family Pension, Employees State Insurance Contribution, Deposit Linked Insurance Scheme and all other statutory dues that may become due or payable by the Agency for the labour employed by it and maintain all such records as may be statutorily required and present the same to the officers of the Academy every month. While submitting the bill for the next month, the services provider must file a certificate certifying the following along with copy of Form 7 of ESIC.:

- a. Wages of workers were credited to their bank accounts on _____ (date)
 - b. ESI Contribution relating to workers amounting to Rs. _____ was deposited on _____ (date) (copy of Form 7 and the challan enclosed)
 - c. EPF Contribution relating to workers amounting to Rs. _____ was deposited on _____ (date) (copy of the Challan enclosed)
 - d. We are complying with all statutory Labour Laws including Minimum Wage Act.
 - e. All employees till last month have been paid all dues including P.F., ESIC & wages bonus etc. and gratuity as applicable to left employees have been paid.
 - f. The attendance register as stated in the enclosed bills have been checked and verified
 - g. All other conditions of the agreement have been complied with.
- 32.** The Agency will be under obligation to submit a certificate that he has cleared all the monthly dues of its / his employees within first fortnight of every month.
- 33.** The Agency shall ensure all payments to employees through ECS / RTGS system every month so as to ensure smooth payment of previous month by 10th of every month.
- a) In case any of the Agency's personnel (s) deployed under the contract is (are) absent without replacement, a penalty equal to Rs. 1000/ per absent guard per day shall be levied by the Academy and the same shall be deducted from the Agency's bills. Repetition of such lapse will make the contract liable to be terminated.
 - (b) In case any of the Agency's personnel deployed under the contract fails to report on time and the contractor is unable to provide suitable substitute on time for the same it will be treated as absence and penalty as mentioned in the previous para shall be levied.
 - (c) In case any public complaint, attributed to misconduct / misbehavior of Agency's personnel, is received, a penalty of Rs.2000/- for each such incident shall be levied and the same shall be deducted from the contractor's bill. The Security Guard found involved in such incident should be removed from the Academy immediately.
- 34.** In the event of any breach / violation or contravention of any terms and conditions contained herein by the Agency, the Security Deposit of the Agency and any other sum due to it shall be forfeited.
- 35.** The Security staff engaged by the Agency shall not take part in any staff union and association activities.
- 36.** If, as a result of post payment audit any overpayment / underpayment is detected in respect of any Supervisor/ Security Guard provided by the Agency or alleged to have been provided by the Agency under the tender, it shall be recovered / paid by the Academy from / to the Agency.
- 37.** The Security Services will be required to be extended on 24-hour basis on all days.

38. No residential facilities will be made available to the security guards, supervisors or any other representatives of the Agency on the campus.
39. On termination of the contract, the Agency should discontinue use and hand over peaceful possession of the Academy's premises.
40. The Agency shall not transfer or assign or share benefit of this agreement with anyone else without the consent in writing of the Academy.
41. The Agency shall at all times indemnify the Academy against all claims for compensation under the provisions of any law for the time being in force / brought into force, by or in respect of any workmen employed by the Agency in carrying out the contract and against all costs and expenditure incurred by the Academy in connection therewith. The Academy shall be entitled to deduct any amount due, from all the money paid or payable by way of compensation as aforesaid and costs or expenses in connection with any claim thereto. For this purpose, an indemnity bond will have to be executed.
42. The Agency shall co-operate with other agencies on the campus.
43. **It shall be the responsibility of the Agency to carry out investigations in case of any security problems such as robbery and theft. The Academy will impose the penalty or compensation will be recovered from the Agency, and also the Agency will take up the matter with Police Authorities and follow it up on behalf of the Academy.**
44. All the legal formalities required in engaging security personnel will be the responsibility of the Agency.
45. The Agency will have to follow the norms / guidelines of the discipline as directed by the Academy.
46. The Agency should ensure that in course of their activities the security personnel do not disturb the officials, participants, campus residents, landscape, garden, plants, trees, shrubs, pot-plants etc.
47. The security personnel can avail of the cafeteria facilities in the campus on payment basis. Toilet facilities behind the main gate/ parking near the Substation only should be used including change room.
48. Any dispute arising out of the terms of this contract or interpretations of any clause herein shall be settled by mutual discussion between the nominated authorities of the Academy and the Agency or its authorized representative. Director, **National Insurance Academy** will be the final authority in resolving such dispute.
49. If in the course of execution of this contract by the Agency, any minor or major damage is caused by the Agency or by its workmen to the persons or property of the Academy, after joint investigation by the 'Academy' and the 'Agency' any claims arising thereof shall be

recovered, settled and dealt with directly by the Agency and the Agency shall render all assistance and co-operation to the Academy, if any enquiry is held thereon.

E. AGENCY'S RESPONSIBILITY

48. The quality of work at all stages should be as per the standards laid down and explained by the Academy to the Agency. In case of any deficiency in service or any dereliction of duty by any of the Security Guard, the Academy will have the right to impose penalty on the Agency.
49. **The Agency shall ensure that it fully complies with and observe all the provisions of the Contract Labour Act, (Regulation and Abolition Act), 1970, The Minimum Wages Act, 1949, Under Minimum Wage Act 1948, Payment of Wages Act, 1936, Employees Provident Fund and Miscellaneous Provisions Act 1952, the E.S.I. Act, Gratuity Act 1976, and such other statutory enactments, rules and regulations laid down by the Government or local body in force / coming into force which may apply to this agreement and any liability on account of non-compliance or violation thereof shall be the Agency's responsibility. It will be the responsibility of the Agency to apply for exemption of guards under Section 23 of Maharashtra Private Security Guards (Regulations of Employment and Welfare Act), 1981, if it is applicable to National Insurance Academy or becomes applicable to National Insurance Academy in future.**
50. The Agency shall ensure that it obtains an appropriate license from the Labour Commissioner under the Contract Labour (Regulation & Abolition) Act, 1970 and shall keep it in force during the tenure of this agreement. In the event that the Agency does not obtain a license or does not renew the license on its expiry, then the agreement shall automatically stands terminated. In the event of such a termination, the Academy shall not be liable to pay any compensation whatsoever, to the Agency.
51. The persons employed by the Agency shall be, its employees and the Academy shall in no way be responsible or liable for payment of their wages, salaries, bonus, gratuity or any other allowance, leave salary, wages for holidays or any compensation notice pay etc.
52. All personnel to be employed should be adequately educated, strong, and healthy and medically fit, and be able to handle their duties properly and efficiently. Every Saturday afternoon, there should be parade and training to all Security Supervisors and Guards. They should be well dressed and courteous to everybody. Any discourteous behavior on the part of guards / supervisors may lead to termination of this contract.
The Agency shall employ following required number of employees for carrying out the jobs specified in the tender and as per following shifts for rendering satisfactory services.

Worker	1st Shift	2nd Shift	3rd Shift	Remark
Timings	7 am – 3 pm	3 pm – 11 pm	11 pm – 7 am	
Security Supervisor	1	1	1	3.5 including reliever
Security Guard	6	6	6	21 including reliever
Total	7	7	7	24.50

53. As far as possible, security guards employed by the Agency should be persons who are ex-Army or ex-SRPF, ex-policemen and persons who are trained and disciplined to perform their duties properly. All workmen to be employed as guards / supervisors should be trained in the duties to be undertaken before they are placed for duty at National Insurance Academy.
54. A complete list of security guards / supervisors together with their detailed biodata, photographs etc. of each of the personnel should be submitted to the Academy before they are employed in National Insurance Academy. Changes, whenever they take place, should be informed to the Academy promptly.
55. In case the workers engaged by the Agency have any grievance, they will take it up with the Agency without any disturbance on the campus. If the Agency's workers were to resort to agitation resulting in damage to National Insurance Academy property or hindrance to its work, the Agency would be liable to pay damages to National Insurance Academy. Further, such action by the Agency's workforce would result in termination of this contract.
56. In case of lapses on the part of guards / supervisors, suitable disciplinary actions should be taken against the defaulter by the Agency. Any loss caused to the Academy due to such lapses will have to be made good.
57. The Academy reserves right to accept or reject any particular security guard / supervisor placed on duty at Academy.
58. The Academy shall not accept any claim in the event of any of the Agency's security personnel sustaining any injury, damage, or loss to either person or property either inside or outside the Academy's premises during duty or off duty.
59. In the event of the contract being terminated or upon its expiry, the Agency shall relocate his employees to any other site which he may have. In the event the contractor terminates the services of the employees on account of non-renewal of this contract or on account of termination of this contract for any reason whatsoever, then it shall be the responsibility of the contractor to terminate the services of his employees in a legal manner by paying them notice salary and retrenchment compensation along with other legal dues. Any liability on account of non-payment of the aforementioned dues would rest exclusively upon the shoulders of the contractor and the academy shall not be liable for consequences arising therefrom. **The contractor's employees shall not have any claim of continuation of service with the Academy and have no rights for permanent employment with the Academy.**

F. STYLE OF FUNCTIONING

60. The Security guards / supervisors should be properly dressed in uniforms which will be provided by the Agency at its cost, in consultation with the Academy.
61. The Guards / supervisors attending 2nd / 3rd shift should have high power torches with them. The Torches and battery cells are to be provided by the Agency.

62. It shall be the responsibility of the Agency to ensure that the lights within buildings / rooms are put off after office hours and all rooms etc. are locked securely.
63. One guard and one supervisor will be stationed at the main entrance that will control the entry / exit into the campus. Necessary registers / records / entry passes will have to be handled by the guards / supervisors.
64. The Agency will be responsible for collecting cash / coupons from those availing of the Academy's bus service. This operation will have to be done while the bus is going out as well as coming in. The Agency will also maintain a record of passengers for every trip and submit it to the Academy at fixed intervals including National Insurance Academy hired cars etc.
65. The Agency shall deploy security guards (including relievers) and supervisors for all the three shifts on a regular basis within the scope of operation. In addition, an experienced security in-charge shall be stationed at the Academy, who will be in the total command of the arrangements.
66. The security officer of the Agency shall make surprise visits on a regular basis to ensure smooth functioning of the personnel and rendering satisfactory services.
67. The fire protection equipment have been provided within the buildings in the campus, and it will be the responsibility of the Agency to ensure that they are in order, properly re-filled and replenished. The security personnel should be well trained to handle such firefighting equipments. Security personnel will also have to handle fire protection measures outside the buildings but within the campus.
68. The security personnel engaged by the Agency shall be provided with identity cards and any security personnel not wearing the identity card would not be permitted to enter the premise of the Academy.
69. The security personnel placed at the Main Gate should inspect the identity card of persons employed by the other contract agencies, casual workers, domestic help employed by campus residents, and no person/s shall enter the premises of the Academy without identity card / temporary passes.
70. All visitors visiting the Academy, except programme participants / guest speakers / VIPs, should be issued visitor's pass, in prescribed format and ensure that the same is returned to the main gate duly signed by the person visited. Unless the visitor's slip is returned, no person/s shall be permitted to leave the campus.
71. No un-authorised persons, hawkers, etc. shall be permitted to enter the premises of the Academy.
72. The Security personnel of the Agency shall see, that no stray animals such as cows, buffaloes, goats, dogs, cats, etc. enter the premises of the Academy / Campus or no persons

shall enter the premises through the fence. If such animals/unauthorized person do enter, it will be the responsibility of the Agency's personnel to remove them from the premises.

73. The security personnel at the main gate should see that the vehicles of private parties, contract agencies, etc. are checked properly and maintain a register for inward – outward movement of all the vehicles.

G. RATES / QUOTATION

74. **The Quotation should be submitted online indicating the total monthly charges.** Before quoting the rates, the Agency shall visit the NATIONAL INSURANCE ACADEMY premises and properly assess the scope of work and the number of the staff required. It shall be presumed the Tenderer/Agency had inspected the premises and made proper assessment of all the requirements. Once the rate is quoted and accepted, then subsequently, the Agency shall not raise any dispute that the rate quoted was less without considering the actual requirements.

75. While submitting the quotation, the Agency should explicitly state the number of qualified supervisors/ guards (preferably ex-service men) that shall be deployed, the emoluments and other facilities, payable to its workers at all levels (pay + special pay, medical facilities, P.F., Gratuity, Bonus, Leave etc.) and method of making such payments and making such facilities available. It would be preferable if the salary and benefits payable to workers/supervisors are arranged through the Bank of Maharashtra, Balewadi.

76. The amounts specified herein above are inclusive of all costs, expenses, wages and other expenses including ex-gratia payment to workmen or payment of their legal dues that may be incurred by the Agency and the Agency shall not be entitled to make any other demands monetary or otherwise from the Academy during the term of this contract.

77. **It is expressly agreed that in the event there is a statutory revision of minimum wages or special allowance (VDA) then the amount payable in clause herein above shall be suitably modified.**

78. On awarding of the work, the Agency shall deposit with the Academy a **Security Deposit of Rs. 6, 00,000/- (Rs. Six Lakhs only)** which shall bear no interest. This deposit shall be paid by way of demand draft. The Academy shall have the right to deduct out of the above deposit any amount which the agency may become liable hereunder and shall refund the balance amount, if any, to the Agency on the termination /completion of the term of the Contract after 60 days from the date of completion/termination of the contract.

H. PAYMENTS

79. The Agency shall submit bills once a month, along with all supporting documents such as the ESI/PF Challans and proofs of disbursement of salary to the staff employed in NATIONAL INSURANCE ACADEMY campus as per the provisions of Minimum Wages Act & other allowances etc. by 5th of following month.

- 80.** The Agency has to enclose certified copy of its Tax, PAN Card No. Income tax as applicable from time to time will be deducted while making every payment. The payment of GST or any other tax to the appropriate authority will be the responsibility of the Agency. The Bill should be tax invoice. Agency has to comply with KYC (Know your customer) in every aspect.
- 81.** The Agency shall be made payment of their bill on or before 15th of the month after making all necessary deductions of dues and penalties as contemplated under the contract. The certificate of the Officer In-charge of the Academy as to the bill amount payable to the Agency after all deductions shall be final and binding on the Agency. Payment of monthly GST amount will be made only after the GST entry appears in GSTIN portal.
- 82.** Apart from submission of certified copies of PF/ ESIC challans along with the monthly bills, the Agency shall submit self-attested copy of muster roll along with the copy of Salary Register showing the receipt of payment of salary by the concerned employees duly certified at the bottom of it by the Agency that the payments are made as per the provisions of Minimum Payment of Wages Act and it being a condition precedent for releasing the payment, the payment against the monthly bills of the Agency shall be released to the Agency only upon complying with this condition. The Agency shall have no claim by way of interest or compensation for the reason of late releasing of the payment to them on this account.

I. TERMINATION OF AGREEMENT

- 83.** During the currency of this agreement, the Academy shall have the right to terminate this agreement if it is not satisfied with the performance of the Agency by giving it minimum 90 days' notice in writing. For this purpose, the Academy shall be the sole Judge to decide whether the performance of the Agency is satisfactory or not and such decision of the Academy shall be final, conclusive and binding on the Agency and the Agency shall not be entitled to any compensation in that regard. Furthermore if on account of non-renewal of the contract and/or termination of this contract, the Agency has to terminate its employees, then it shall be the responsibility of the Agency to pay the legal dues to its employees. In the event of non-compliance of legal requirements Agency it shall be liable for all the costs and consequences.

J. MISCELLANEOUS

- 84.** Any dispute arising out of this contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be first referred to /sought from the Director, NATIONAL INSURANCE ACADEMY, whose decision in the matters shall be final and binding on the Agency. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Director, NATIONAL INSURANCE ACADEMY whose decision shall be final and binding on the Agency.
- 85.** If the Dispute is not resolved through the reference made to the Director, NATIONAL INSURANCE ACADEMY, a reference of the same shall be made to a Sole Arbitrator to

be appointed by the Director NATIONAL INSURANCE ACADEMY Pune for adjudication of the same in accordance with the provisions of Arbitration & Conciliation Act-1996 and any statutory modification there-under from time to time. There shall be no objection if the Sole Arbitrator to be appointed is a Competent Officer of NATIONAL INSURANCE ACADEMY at the discretion of the Director NATIONAL INSURANCE ACADEMY Pune.

Signature of Tenderer

Full Name and Address:

Designation

Date:

Place:

ANNEXURE – A1

Note: Scanned copy of the below Affidavit should be uploaded online.

A F F I D A V I T

(On Non Judicial Stamp paper of Rs.100 /- in case the individual who is the sole proprietor of the firm)

I

..... s/o
..... age years, occupation business r/o
..... do hereby state on oath as under:

That I am residing in locality of
District..... since last years.

That I am the sole proprietor of a proprietary concern name and style as
“.....” having its office at.....
..... District dealing in business of Government,
security contracts and ancillary works attached therefore.

Hence this affidavit.

Deponent

Note: This Affidavit should be notarized.

ANNEXURE - A2

**CONSTITUTION OF FIRM – SOLE
PROPRIETORSHIP/PARTNERSHIP/LTD.CO./OTHER**

S.N	Name of sole partner or Director / other High Officials	Age	Share	Technical Experience			Whether power of attorney Holder
				Year to Year	As Employee	As contractor	
1	2	3	4	5	6	7	8

SIGNATURE OF TENDERER

ANNEXURE – B

PARTICULARS OF ENROLMENT WITH NATIONAL INSURANCE ACADEMY AND OTHER ORGANIZATION

1. Enrolment with NATIONAL INSURANCE ACADEMY

Name of works for Which enrolled by NATIONAL INSURANCE ACADEMY, in the past	1
	2
	3
	4
Sr. Nos. for which tenders were submitted:	
Sr. Nos. for which work-order was received:	

2. Enrolment with other Organisation.

Sr. No.	Name & Address of Authority with whom you are enrolled	Year to year	Limit (Rs.in Lakh)	Class or Category	Is copy of letter enclosed?
1	2	3	4	5	6

SIGNATURE OF TENDERER

ANNEXURE – C

**LIST OF SERVICE CONTRACTS COMPLETED DURING THREE YEARS FROM
THE DATE OF PUBLICATION OF E-TENDER NOTICE**

S.N.	Name of the organization with complete postal address mentioning Private Sector/ Govt. Body / PSU / Training Institute.	Name and designation of the contact person with Tel. / Mobile No (s)	Period for which the contract was awarded	No. of persons deployed by your firm / company / co-operative society.	Nature of Work.
1					
2					
3					
4					
5					

SIGNATURE OF TENDERER

ANNEXURE – D

WORK IN HAND / ONGOING SECURITY CONTRACTS / SERVICE CONTRACTS

S.N.	Name of the organization with complete postal address mentioning Private Sector/ Govt. Body / PSU / Training Institute.	Name and designation of the contact person with Tel. / Mobile No (s)	Period for which the contract was awarded	No. of persons deployed by your firm / company / co-operative society.	Nature of Work.
1					
2					
3					
4					
5					

SIGNATURE OF TENDERER

ANNEXURE – E

PARTICULARS OF PERMANENT ADMINISTRATIVE AND TECHNICAL STAFF

Sr. No.	Name	Designation	Age	Academic Qualification	Service with the Firm	Details of Experience Year to Year
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

SIGNATURE OF TENDERER

ANNEXURE-F

ANNUAL TURNOVER FOR THREE YEARS.

S. No.	Financial Year	Total Contract amount received	IT certificate enclosed Yes/ No	Audited balance sheet copy enclosed. Yes/ No	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
1	2018-19				
2	2019-20				
3	2020-21				

SIGNATURE OF TENDERER

ANNEXURE-G

DECLARATION

With respect to the tender published by NATIONAL INSURANCE ACADEMY dated _____ for _____, I / We hereby submit my / our tender in a required format.

I / We have adhered to the requirements prescribed by NATIONAL INSURANCE ACADEMY Pune. I / We have carefully gone through the guidelines / terms and conditions and I / We accept the same without any alternations / modifications.

I/We agree to notify the NATIONAL INSURANCE ACADEMY of any changes in the foregoing particulars as and when they occur and to verify and confirm. I/We understand and agree that the Director, National Insurance ACADEMY has the right as he may decide, not to open Financial Bid tender in any particular case and also to suspend, remove or blacklist my/our name from NATIONAL INSURANCE ACADEMY's list of contractors in the event of my/our furnishing false particulars in the Technical Bid form or submitting non-bonafide tenders or for technical or other delinquency in regard to which the decision of Director, NATIONAL INSURANCE ACADEMY shall be final and conclusive.

I/We certify that the particulars furnished in the Technical bid forms are correct and that should it be found that I/We have given a false certificate or that if I/We fail to notify the fact of my/our subsequent amalgamation with another contractor or firm, the National Insurance Academy may disqualify my/our name from the opening Financial bid.

PLACE:

DATE:

SIGNATURE OF TENDERER/Authorised Signatory

ANNEXURE-H

UNDERTAKING TO WHOMSOEVER IT MAY CONCERN

(On Company/Firm Letterhead)

(The Scan Copy Should be Uploaded Online Also)

I / We have solemnly declare that M/s -----
----- Address-----has not been
debarred/blacklisted by any Govt. Organization/PSU/Private Corporate
Organization in the past and also there no criminal cases Pending in Court of law
against us.

PLACE:

DATE:

SIGNATURE OF TENDERER WITH STAMP

(To be executed by the Contracting Agency on a Non-Judicial Stamp Paper of ₹.500/00, as per the draft.)

AGREEMENT FOR SECURITY SERVICES AT NATIONAL INSURANCE ACADEMY

Agreement made at Pune on ----- between National Insurance Academy, Baner Road, Balewadi, NATIONAL INSURANCE ACADEMY P.O., Pune – 411 045 hereinafter called ‘Academy’ represented by the Chief Administrator, Authorized Representative, on the one part and M/s. -----

-----address -----, hereinafter called the ‘Agency’ (Which expression shall be deemed to include his / their representative heirs, assigns, executors. etc) represented by its _____ **Shri.** ----- address ----- on the other part.

Whereas the Agency has agreed to perform all the jobs/services set forth in the tender document dated _____ and its’ annexures, which shall be treated as an integral part of this agreement, upon the terms and conditions governing the contract annexed.

In consideration of the payment to be made by the Academy, the Agency shall duly perform the work set forth in the tender documents and its annexure and shall execute the same with great promptness, care and diligence in a prudent manner to the satisfaction of the Academy and will carry out the performance in accordance with the terms and conditions of contract with effect from ----- to ----- and will observe, fulfill and honour all the conditions herein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth herein) and the Academy hereby agrees that if the Agency observes and honours the said terms and conditions of the contract, the Academy will pay or cause to be paid to the Agency for the performance, on the completion thereof, the amount due in respect thereof at the rates accepted. Any rise in the payment after Completion of Contract it is entire responsibility of the agency not the academy

IN WITNESS WHEREOF BOTH THE PARTIES HAVE SET THEIR HAND TO THIS AGREEMENT AT PUNE ON THE DAY, MONTH AND YEAR WRITTEN FIRST ABOVE. WE HAVE CAREFULLY READ EACH AND EVERY WORD OF THIS AGREEMENT AND HEREBY AGREE TO EXECUTE THE CONTRACT ACCORDINGLY.

Chief Administrator
NATIONAL INSURANCE ACADEMY

M/s. _____.

WITNESS:

WITNESS:

1. _____

1. _____

2. _____

2. _____

INDEMNITY BOND

(On ₹.500/- Stamp Paper)

FOR SECURITY SERVICES AT NATIONAL INSURANCE ACADEMY

This deed of indemnity executed at Pune at this ----- day of the month on -----
----- the year 2022. Between National Insurance Academy registered under the Public Trust
Act having its office at the chief place of business at Baner Road, Balewadi, Pune 411 045. (herein
after called as the "First Party") represented by Mr. -----

AND

M/s. -----, having its office and place of business at -----
-----.(herein after called as the "Second
Party") represented by Mr.-----.

WHEREAS THE FIRST PARTY AND THE SECOND.PARTY have signed an agreement on ---
----- 2022 for providing ----- services at
NATIONAL INSURANCE ACADEMY to the First party by the Second Party

AND WHEREAS the First Party wanted the second party to execute an indemnity bond in order
to indemnify the First party against all claims for compensation under the provision of any law for
the time being in force brought into force by or in respect of any workmen employed by the Second
Party while carrying out the contract and against all costs and expenditure incurred out the contract
and against all costs and expenditure incurred by the First Party in the said connection.

NOW THIS DEED OF INDEMNITY WITNESSETH THAT, the Second Party hereby agrees and
undertakes to indemnify and keep indemnified the First Party / against all the claims for
compensation under the provision of any law for the time being in force brought into force by or
in respect of any of the workman employed by the Second Party in connection with execution of
the contract and against all costs and expenses incurred by the First Party in connection therewith.
The First Party Shall intimate in writing immediately any such damage, loss or costs incurred by
it to the Second Party stating the quantum thereof along with the detailed particulars or as to how
and in what circumstances the said costs, damage of loss was incurred. The First Party shall further
be entitled to deduct any loss due from the Second Party from all the money paid or payable by
way of Compensation as aforesaid and costs or expenses in connection therewith.

This indemnity bond shall be in force from _____ to

IN WITNESS THEREOF THE PARTIES HAVE SIGNED THE INDEMNITY BOND ON THIS
----- DAY OF _____ MONTH OF _____ YEAR.

For NATIONAL INSURANCE ACADEMY, Pune

for

FIRST PARTY

SECOND PARTY

WITNESS: -

WITNESS: -

1. _____ 1. _____

2. _____ 2. _____

PART – II

FINANCIAL / PRICE BID

MONTHLY CHARGES TOWARDS SECURITY SERVICES

**MINIMUM RATES OF WAGES APPLICABLE TO THE SCHEDULED EMPLOYMENT UNDER
“EMPLOYMENT OF WATCH AND WARD (WITHOUT ARMS)” – ZONE A**

S.N.	PARTICULARS	AMOUNT In ₹	%	STATUTORY REQUIREMENT AS PER CENTRAL /STATE GOVT.
I	Security Supervisor (Skilled Labour)			
1	Basic Pay	16562.00		Rs. 637/- per day x 26 days
2	Special Allowance (VDA *)	4394.00		Rs. 169/- per day x 26 days
3	Additional Allowance fixed	500.00		
4	House Rent Allowance (Basic +VDA*+AA)	1073.00	5%	
5	Provident Fund	1950.00		Ceiling cap amount of Rs. 15000/- fix X 13% {12% EE share + 1% Admin.Charges)
6	Leave with Wages (Basic+VDA)	1226.00	5.85%	
7	Pay on National Holidays (Basic+VDA)	233.00	1.11%	
	Sub - Total – I	25938.00		
S.N.	PARTICULARS	AMOUNT In ₹	%	STATUTORY REQUIREMENT AS PER CENTRAL /STATE GOVT.
II	Security Guard (Un-Skilled Labour)			
1	Basic Pay	16562.00		Rs. 637/- per day x 26 days
2	Special Allowance (VDA)	4394.00		Rs. 169/- per day x 26 days
3	House Rent Allowance (Basic+VDA)	1048.00	5%	
5	Provident Fund	1950.00		Ceiling cap amount of Rs. 15000/- fix X 13% {12% EE share + 1% Admin.Charges)
5	Leave with Wages (Basic+VDA)	1226.00	5.85%	
6	Pay on National Holidays (Basic+VDA)	233.00	1.11%	
	Sub - Total –II	25413.00		
<p>1) The amount towards Leave with Wages and National Holidays will be reimbursed on monthly basis subject to submission of documentary evidence. The bonus @ 8.33% on basic salary with a cap as per Govt. Notification for eligible workers will be reimbursed at the end of the year / contract period.</p> <p>2) The contractor has to obtain Employees compensation policy with medical extension. Premium of EC policy would be reimbursed on production of proper premium receipt and copy of the policy. {* VDA rates will be changed as per revision of Central Labour Minimum Wages }</p>				

MONTHLY CHARGES TOWARDS SECURITY SERVICES

**MINIMUM RATES OF WAGES APPLICABLE TO
THE SCHEDULED EMPLOYMENT
UNDER “EMPLOYMENT OF WATCH AND WARD
(WITHOUT ARMS)” – ZONE A**

S.N.	Description (A)	Number of Personnel to be deployed (B)	Rate per month per personnel (Rs.) (C)	Amount per month (Rs.) (D = B x C)	Amount per annum (Rs.) (E = D x 12)
I	SUPERVISORS (Skilled Labour)	3.5 (including reliever)	25938.00	90783.00	1089396.00
II	SECURITY GUARDS (Un-Skilled Labour)	21 (Including reliever)	25413.00	533673.00	6404076.00
III	Total of I + II	24.50	51351.00	624456.00	7493472.00
IV	Monthly Service Charge i.e., Agency’s overhead + profit i.e., % of Sl. No. III. <i>(Note: The service charge below 2.50 % of the above amount will lead to disqualification of the bidder.)</i>	% of III above (Enter Numbers only in Cell D11)			
V	Total of III + IV				
VI	GST 18%				
VII	Gross Total				