



Tender No. IITH/103/MS/Security (Ex-Servicemen)/2023, dated 29.08.2023

NOTICE INVITING TENDER

Indian Institute of Technology Hyderabad invites online bids in a two-bid system for **Providing Security Services by Ex-servicemen guards and supervisors at IIT Hyderabad.**

The Tender Document can be downloaded from <https://eprocure.gov.in/eprocure/app>.

OR Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app>.

OR Institute website- <https://iith.ac.in/tenders>.

The bid is to be submitted online only through the E-procurement portal of <https://eprocure.gov.in/eprocure/app>.

up to the last date and time of submission of tender.

SCHEDULE OF DATES :

Sr.No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	29.08.2023	10:30 Hrs
2	Bid Submission Start Date	29.08.2023	11:00 Hrs
3	Bid Submission Close Date	18.09.2023	15:00 Hrs
4	Opening of Technical Bids	20.09.2023	15:00 Hrs

No manual bids will be accepted. All quotations (both Technical and Financial) should be submitted online through CPP portal of <https://eprocure.gov.in/eprocure/app>.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact details of the helpdesk are +91 0120-4711 508, +91 0120-4200462, +91 0120-4001002, +91 0120-4001005 and support-eproc@nic.in .

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully

to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid

submission.

- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact details of the helpdesk are +91 0120-4711 508, +91 0120-4200462, +91 0120-4001002, +91 0120-4001005 and support-eproc@nic.in .

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TENDER SCHEDULE

1. Online Tenders are invited by the Director, IIT Hyderabad from experienced registered Contractors/firms/Cooperative Societies having a valid license under Contract Labour (Regulation and Abolition) Act, 1970 and PSARA License under PSARA Act, 2005 (section 4) for providing ‘**Security Services by Ex-servicemen guards and Supervisors at IIT Hyderabad**’.
2. **Essential Experience:** Contractors/tenderers should have at least 5 (five) years of experience as Security Contractor handling security work in Govt./Private Organization, PSU, Scientific Institutions/ R&D organizations or Educational Institution of repute and should be in a position to engage adequate number of persons to execute the work. **Mere supply of workers/labourers shall not be deemed as relevant experience.** The Contractor shall be in possession of valid PSARA license.
3. **The Contractor shall engage Ex-Servicemen for the job:** The Contractor shall engage Ex-Servicemen for the job. However, in case of non-availability of Ex-Servicemen, the Contractor may engage up to a maximum 25% of the total strength from CRPF, BSF, ITBP, CISF, SSB, Assam Rifles, SFF and ICG.
4. All the bidders are required to contact the Chief Security Officer of IIT Hyderabad for any clarifications , site inspection and to acquaint themselves of the proposed work to be carried out before submission of their tenders.
5. **Period of Contract:** The contract will be for a period of one year initially with a trial period of 3 (three) months. If the services during the trial period are satisfactory, the contract will be renewed for the remaining period of 9 (Nine) months. In case the services during the trial period are not satisfactory, the contract will be terminated with two weeks’ notice. The IITH may renew/extend the contract to such further period (s), as it may deem proper and in any case not exceeding three years from the date of commencement of work, having regard to the quality and manner of the contractor’s performance. However, it shall be with consent/written request by the contractor in this regard.
6. **Value of the Contract:** The estimated cost of the work is **Rs.6,50,00,000 (Rupees six crores fifty lakhs only)** per annum.
7. **Eligibility Criteria:** Technical Details should be provided in the prescribed format i.e. Annexure-A, which should inter alia contain the following:
 - a. The bidder should be a registered contractor having valid licenses under ‘The Contract Labour (Regulation and Abolition) Act’ and PSARA (Private Security Agencies Regulation Act)
 - b. The Bidders should furnish the proof of relevant experience i.e. Govt./Private Organization, PSU, Scientific Institutions/ R&D organizations or Educational Institution of repute.
 - c. Bidder should have a Registered/Branch office at Hyderabad. *[proof to be enclosed in the technical bid]*
 - d. **Experience:** The bidder should have experience of having executed/completed similar works during the last 5 years commencing on 01.01.2018 and ending on

31.07.2023 in Govt./Private Organization, PSU, Scientific Institutions/ R&D organizations or Educational Institution of repute.

e. **Experience in other institutions will not be considered.** The experience should be one of the following:

i. Three similar completed works during the last 5 years, each costing not less than the amount equal to Rs.2,60,00,000/- (Rupees Two Crores Sixty Lakhs only),

OR

ii. Two similar completed works during the last 5 years, each costing not less than the amount equal to Rs.3,90,00,000/- (Rupees Three Crores Ninety Lakhs only),

OR

iii. One similar completed work during the last 5 years costing not less than the amount equal to Rs.5,20,00,000/- (Rupees Five Crores Twenty Lakhs only).

Note: Experience prior to 01.01.2018 and later than 31.07.2023 will not be considered as experience.

“Similar work” means handling security work in Govt./Private Organization, PSU, Scientific Institutions/ R&D organizations or Educational Institution of repute and should be in a position to engage adequate number of persons to execute the work. Mere supply of workers/ labourers shall not be deemed as relevant experience.

f. The bidder must produce Certificate of Experience from the clients along with QAS. The Certificate of Experience should mention the details as per format attached in Pt. No. h below.

Note: Copy of work order and/or self-certified certificate will not be accepted as certificate of experience. If any document other than a certificate of experience is produced, such document will not be accepted as relevant. Tenders not accompanied by certificate of experience issued by the client will automatically stand disqualified.

g. Those bidders having experience with IITH during the period 01.01.2018 to 31.07.2023 should mandatorily obtain Experience and QAS certificate from IITH and include the same in their bid, failing which the bid stands disqualified.

h. **Certificate of Experience:** The tenderer must produce certificate of experience from the clients. The certificate should clearly mention the following details:

Sl. No.	Description
1	Name of the client and full address
2	Contact details of the client
3	Details of work performed
4	Total number of security guards deployed
5	Number of Ex-servicemen Security Guards deployed (out of total deployment)
6	Period of work (starting & ending)
7	Value of work completed in contract for supply of labour.

i. PAN and GST details of the firm must be provided along with a certified copy

- j. The bidder has to furnish the declarations in the Formats given at **Annexure-G, H & J**.
 - k. The Bidder must have EPF/ESIC Registration number as per the rules to contribute to EPF/ESIC.
8. **Earnest Money Deposit: EMD of Rs. 13,00,000/- (Rupees Thirteen Lakhs only)** in the form of Insurance Surety Bonds/Account Payee/Demand Draft/ Fixed Deposit Receipt/Banker's Cheque/ Bank guarantee or payment online from any commercial Banks (As per format enclosed as **ANNEXURE- 'I'**) of a scheduled bank in the name of Director, IIT Hyderabad, valid for 180 days from the date of or Online Payment through the e-Procurement portal mapped to IIT Hyderabad Account. The Scan Copy of the Bank Guarantee /Proof of Payment made online to CPP Portal should be submitted along with technical bid.

The original document (other than online payment) should be posted/couriered/given in person to the **Management Services Section of IIT Hyderabad (A-222B, Academic Block-A, IIT Hyderabad, Kandi, Sangareddy-502284)** on or before the opening of Technical Bid. In case of non-receipt of the original document before the due date of opening of technical bid, the uploaded bid will be summarily rejected.

The firm registered with NSIC/MSME must furnish proof of registration along with their quotation failing which the bid will not be considered.

Exemption from submission of Bid Securing Declaration against valid and relevant NSIC /MSME Certification is permitted, however it shall be subject to scrutiny by the IITH and if during scrutiny, it is found that the NSIC Certificate is invalid and/or irrelevant, then that bid is liable to be rejected as "not-accompanying EMD". Therefore, Bidders claiming exemption from EMD/Bid Securing Declaration against NSIC certificate, should ensure the same carefully, while submission of their bids.

Note: If in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements, under any Rules / Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/Guidelines/ Directives with a copy of such notification. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of their claim. The relevant and valid certificates in support of claim of exemption must be submitted along with the Technical Bid.

- i) The BIDDER who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit Performa invoice of their principals for this tender.
 - ii) The successful BIDDER, on award of contract / order, must send the contract / order acceptance in writing, **within 7 days** of award of contract.
 - iii) Bids submitted without Bid Securing Declaration / relevant MSME/NSIC Certificates will be rejected & no correspondence in this regard shall be entertained.
9. **Performance Security Deposit:** For due performance of his/their obligations under the contract, during the validity, the successful bidder shall have to deposit a Security Deposit equivalent to **10% of annual contract value**, which will be free of

interest, before commencement of the contract. This security deposit is to be furnished in the form of Bank Guarantee as per the format furnished by the Institute, from any of the Nationalized or scheduled banks. The security deposit will be forfeited in case of the breach of contract. After successful completion of the contract, the security deposit will be refunded without interest within 60 days after adjusting dues if any to the IITH from the Contractor.

10. **Bid Submission Process:** The bids are to be submitted **online** as mentioned above. Failure to comply with these instructions renders the tender/bid automatically disqualified.

11. Bid Evaluation of Process:

- a) After verification of Part I (Technical Bid), price bid of only those bidders who satisfy all the eligibility criteria laid down in part I of this notification will be opened. In case any document produced in support of eligibility criteria turns out to be not genuine, EMD stands automatically forfeited, whether before award of work or otherwise.
- b) **Evaluation of tender:** 70% weightage will be assigned to the price bid and 30% weightage will be assigned to 'Quality Assessment'.
- c) **Quality Assessment:** Pro forma has been prescribed (part of this NIT) and all the bidders have to obtain Certificates from the Clients, separately for each of the contracts in the pro forma given in Annexure-B. Contracts for which Quality Assessment Certificates are not produced by the bidder; such contracts will not be considered for any purpose. **If no Certificate is produced no marks will be assigned for Quality Assessment.**
- d) **Marks for Quality Assessment (30% weightage):** Quality Assessment carries 30% weightage. Maximum possible score is 50 i.e. 5 mark each for the 10 factors. Arithmetic average of the total marks scored in all the contracts will be worked out and marks will be assigned in proportion to maximum marks. For example, if the average marks for a bidder is 40, score for Quality Assessment will be $(40/50) \times 30 = 24$ marks.
- e) **Marks for price bid:** Price bid carries **70% weightage**. The bidder who quotes the lowest price; subject to compliance with Minimum Wages, ESI and EPF contributions, Bonus for Ex-Servicemen Security Guards, will be given a score of 100 for price bid. The bids that are not compliant with the above stand automatically disqualified and therefore consideration will be based on Service Charge. The bidders will be allotted score relative to the score of the lowest bidder, as below:

$$FS = (100 \times L1)/L$$

Where:

FS = Marks for the price bid.

L1 = Service Charge of the lowest bidder.

L = the Service Charge quoted by the bidder under evaluation.

- f) **Total marks** scored will be marks for price bid and marks for Quality Assessment. After assignment of weightage, in case two or more tenders are equal, work will be awarded to the contractor who has executed contracts of higher values.
- g) Bidders are advised to go through the OM No. F.6/1/2023-PPD dated 06.01.2023 of Ministry of Finance regarding minimum floor price for minimum wage based Manpower outsourcing services.

- h) **Uniform, etc.:** A minimum of two uniforms sets per year per person should be provided. That the uniforms supplied by the contractor to the persons deployed for this work shall include two each (Army cut anklets, Baton, beret with ceremonial heckle, whistle); one each (jersey, Rain coat, jungle boots, gum boots, loaded torches, fluorescent jackets); requisite number of traffic controlling torches, standard and tested walkie-talkie sets with ear phone system (minimum 10 sets and 5 spare batteries) etc. Quality of the uniform and materials being supplied should be as approved by the CSO. Any additional cost if incurred over and above the Uniform allowance of Rs 4000/- per annum in this regard shall be provided by the contractor at his cost and IITH shall have no liability whatsoever on this account. The CSO of the Institute shall approve the uniform. Utilization certificate of the amount claimed as Uniform Allowance to be submitted prior to yearly renewal of contract.

That the uniforms supplied by the contractor to the persons deployed for this work shall include Army cut anklets, ankle boots, web belt (with baton strap), Baton, beret with ceremonial heckle, whistle, loaded torches, requisite number of walkie-talkie sets (minimum 10 sets and 5 spare batteries) etc. The seasonal equipment such as jerseys, gray coats in winters and raincoats in monsoon shall be provided by the contractor at his cost and IITH shall have no liability whatsoever on this account. The Chief Security Officer of the Institute shall approve the uniform.

- i) **Quoting unduly lower rate of Service Charge:** The contractor has to quote service charge that takes care of TDS, expenditure towards items stated in para (h), expenditure towards identity card, all the statutory charges relating to this contract, etc.; and reasonable margin thereafter. The Institute has responsibilities as Principal Employer and would like to ensure that unduly lower rates of service charge will not lead to complaints from workers regarding delay in payment, improper reduction in wages, seeking monetary return by the contractor from the workers, etc. thereby affecting the performance of the workers.
- j) **Decision on reasonability of service charge:** Institute reserves right to take a view on the reasonability of the rate of service charge. The decision of the Institute in this regard shall be final and binding. No representation will be entertained and replied to.
- k) If the Institute considers that the service charge of the bidder who has quoted the least rate is not feasible, such tender shall be treated as non-responsive and the quotation with the next higher rate shall be evaluated, and this process will be iterated till a quotation with reasonable service charge is found and the work will be awarded to such bidder only.
12. The tenders shall be valid for a period of 90 days from the date of their opening. In case the tender opening date happens to be declared as a closed holiday, the tenders will be received and opened on the next working day without any change in timings.
13. Canvassing in connection with the tender is strictly prohibited and the tender submitted by the contractors who resort to canvassing will be summarily rejected. The bidders shall declare in writing that neither he nor any of them is, in any way related to any Faculty/officer of the rank of Under Secretary or above in IIT Hyderabad. The Director, IIT Hyderabad, reserves the right to reject any or all the tenders or to accept them in part or reject the lowest tender without assigning any reasons.

GENERAL TERMS AND CONDITIONS

SCOPE OF WORK:

1. The security agency is required to provide the following services:
 - a. Ensure safety and security of students, faculty, staff, visitors, guests or any other persons working/living within the campus.
 - b. Complete security to the property of the Institute including buildings, movable and immovable assets, equipment, vehicles etc.
 - c. Safeguard against trespass, thefts, pilferage and damage.
 - d. Security cover to various events organized by the Institute.
 - e. Control of vehicular traffic into/inside the campus.
 - f. Keeping constant vigil and undertake surveillance for prevention and control of untoward incidents, especially involving outside elements.
 - g. Maintain record of inward and outward movement of men and material as per instruction given from time to time by the Institute.
 - h. Provide timely intelligence inputs to the Institute.
2. The entire area of the campus needs strict vigilance. All the security points are to be manned in three shifts, round the clock, throughout the year. As per requirement, some posts are to be maintained in general shift of 8 hours duration.
3. The minimum number of security man shifts required to be maintained daily at IITH is 9 (without including relievers) security supervisors and 101 (without including relievers) security guards. **This strength does not include relievers required for providing weekly off.** In addition, out of the overall deployment, a minimum of three security guards and three supervisors qualified in CCTV operations and maintenance should be provided. In the absence of suitably trained ex-servicemen in CCTV systems, alternate arrangement (reliable trained personnel) may be provided at no extra cost; with prior approval of FIC/CSO.
4. One resident computer literate coordinator who is an Ex-Servicemen/Civilian should be provided from agency side to ensure smooth functioning.
5. The bidder submitting tender would be deemed to have inspected the premises, considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
6. All letters posted to contractor at the address and e-mailed on the mail id given by him will be considered to have been delivered in time.
7. **Educational qualifications, experience and age:**
 - **Ex-Servicemen Personnel:** Should fulfill the condition of the Ex-servicemen issued by GOI and be FIT for civil employment as per the discharge document. They should be preferably below 50 years of age.

Ex-paramilitary Personnel: should have minimum service of 10 years in field duty, should be preferably below 50 years of age and meet all other conditions as specified for ex-servicemen.

- **Security Supervisor:** They should have a minimum qualification of Indian Army 1st class or Matriculation. Should have served in the capacity of not less than Junior Commissioned Officer in a **combatant category** and should fulfill the condition of the Ex-servicemen issued by GOI and be FIT for civil employment as per the discharge document. In respect of Character assessment in discharge certificate the candidate should have very good to exemplary grading. All supervisors should have a valid two wheeler driving license.
 - Police Verification of all the personnel being deployed should be submitted within one month of awarding contract/ post deployment.
 - All the personnel being deployed should be physically and medically fit and the agency should submit a certificate to this effect at the time of initial deployment and thereafter on yearly basis.
8. The institute gets a number of distinguished visitors from within India and abroad, who are to be sensitively handled.
 9. The contractor will be required to provide total security and vigilance to the entire campus and to the properties of the institute including valuable, delicate and costly instruments. The security guards employed by the contractor will be expected to deal with the members of the faculty, staff, students of the institute and the visitors courteously, politely and with discretion.
 10. The contractor/ staff will regulate, check, record and report the incoming and outgoing material, round the clock.
 11. The persons provided by the contractor should have preferably been trained in FIRE FIGHTING.
 12. The contractor is required to carry-out any other related duties assigned from time to time.
 13. No accommodation and / or transport will be provided by IIT Hyderabad for the contractor/ or his staff.
 14. The contractor will be responsible for leave, replacement and other welfare measures of his workers.
 15. FIC/Chief Security Officer or other persons authorized by the Director, IITH will be the nodal points for instructions/queries with respect to security work and will help in coordinating security arrangements on behalf of IIT Hyderabad.
 16. The FIC/CSO or other persons authorized by the Director, IITH shall be at liberty to carryout surprise checks on the persons deployed by the contractor in order to ensure that the required number of persons are deployed and that they are performing their duties properly.
 17. In case of any of the persons so deployed by the contractor not being up to the mark, not performing his duties properly or indulges in any unlawful or disorderly conduct, the contractor shall take suitable action against such employees on the report of IIT Hyderabad.

18. The contractor shall immediately replace the particular person so deployed on the demand of IIT Hyderabad in case of any of the aforesaid act on the part of the person so deployed or otherwise.
19. The contractor shall deploy their persons in such a way that the persons get weekly rest as stipulated by the norms.
20. The work has to be carried out under the guidance and instruction of the FIC/CSO, in the presence of a person authorized by him.
21. The contractor shall furnish an indemnity bond indemnifying IIT Hyderabad against any claim arising out of or connected with this contract.
22. Payment will be strictly in accordance with the attendance register only. The attendance register so maintained will be liable for daily check by the FIC/CSO, or any officer authorized to do so.
23. The selected contractor should obtain and submit a copy of a valid License from the respective Labour Commissioner (Central) Hyderabad, within a month from the award of work, failing which the payment will be withheld.
24. The security personnel engaged by the contractors are solely employees of the contractor and they have no right to claim for any compensation or regular/contractual post in IIT Hyderabad. IITH doesn't own any responsibility, whatsoever either for absorption/continuation/retrenchment or for regularization of employment.
25. The contractor should increase deployment of personnel in the exigencies of work if a written request is made by IIT Hyderabad at the stipulated rates only.
26. The contractor should not allow his workers to conduct any Union activities in the campus of IIT Hyderabad.
27. In the event of local problems arising while discharging the functions at IITH, the contractor will deal with them appropriately and he will not bring IITH on the scene for such matters.
28. The responsibilities to solve disputes arising from the staff in respect of their salaries/wages or any other matters connected with the service conditions, compensations, etc. rests with the contractor.
29. Income Tax will be deducted from the monthly bills of the contractor as per the Government of India's order and the Institute will issue necessary certificate.
30. The contractor shall provide two motor cycles with all accessories of security for patrolling. The vehicles provided by the contractor should be in a good condition with all valid documents, preferably brand new, so as to ensure efficient service. The contractor has to ensure that the motor cycle deployed for patrolling duty must cover a minimum 50km/day within the Institute campus and in the event of any shortfall in the mandatory mileage; the Institute shall deduct an amount of Rs.2/- per kilometer from the service charges of the contractor. However, for mileage covered over and above 50 kilometers, the Institute shall pay @ Rs.2/- per kilometer. The patrolling vehicle being out of order for more than one day will attract penalty points.
31. **The contractor shall have a regular system of training the guards.** All personnel should be trained for a minimum of two days for acquaintance of IITH, before posting them on duty. The contractor shall have proper training facility and professional syllabi for the training and conduct bi-monthly training sessions (CSE- Continuous Security Education) to all personnel employed with ITH.

32. The contractor shall have a proper system of checking Supervisors and Guards on duty in day time and especially at night. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified.
33. The contractor shall maintain a complaint book at the main entrance gate which will be made available to the faculty/staff/students of the institute.
34. The personnel of contractor should observe only 10 (ten) closed holidays in a calendar year irrespective of number of the holidays observed by the institute. The closed holidays normally cover Republic Day, Independence Day and Mahatma Gandhi's Birthday.
35. The services of employees of contractor should be made available on all the seven days basis irrespective of holidays and Sunday.
36. The contractor should not be employee of IITH, Central or State Government, Autonomous Body or PSU. He should submit a declaration to this effect.
37. The contractor and his staff will make their own residential arrangement outside the premises of the IITH. No one will be granted permission to stay in the Hostel during night or during non-functional hours.
38. **MODIFICATION OF TERMS AND CONDITIONS:** The IITH with the consent of the contractor may modify terms and conditions of the contract as and when necessary without affecting the basic nature of his contract.

TERMS & CONDITIONS:

39. Bidder shall sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IIT Hyderabad.
40. The monthly minimum wage payable to the workers of the contractor shall be as follows:
 - a. Daily wage: Basic wage notified from time to time by the Directorate General of Resettlement (DGR), Ministry of Defense, Government of India
 - b. HRA: Rs. 3000/- per month fixed.
 - c. Uniform Allowance: Rs. 4000/-per annum fixed.
41. Except for writing details, rates and amount that have been solicited, the bidder should not make any change in the Annexures or write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders.
42. The Contractor is required to provide all information as per Annexure A, B, C, F, G, H, I & J in the annexures itself. If space provided is not adequate, separate sheets may be attached to provide relevant information.
43. The numbers mentioned in the tender document indicate the number of man shifts to be maintained on a daily basis. Relievers as per norms for maintaining the required

number of man shifts are to be maintained. No separate payment towards relievers shall be payable to the contractor.

44. The contract is valid for a period of one year from the date of commencement of work. This may be renewed after one year for further period(s), as it may deem proper and in any case not exceeding 3 (three) years from the date of commencement of work, having regard to the quality and manner of the contractor's performance. However, it shall be with consent/written request by the contractor and solely at the discretion of Director, IITH.
45. The Director, IIT Hyderabad shall have the right to reject any or all tenders or the lowest or to accept other than the lowest or to accept the tender in full or in part without assigning any reason(s) thereof.

CONTRACTOR'S OBLIGATIONS:

46. That the contractor shall provide safety and security to the personnel and movable and immovable property of IITH by providing watch and ward services as detailed and deemed fit by the FIC/Chief Security Officer in consultation with the Director, IIT Hyderabad.
47. That for performing the duties, the contractor shall deploy persons round the clock in eight hours shifts only. The contractor shall ensure weekly rest and should also adhere to the limits of overtime work as may be laid down in the statutes. The Institute will not pay additional wages for any overtime work necessitated by the absence or leave of one or more workers. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. It is further agreed that the Contactor shall engage medically and physically fit persons preferably below the age of 50 years for security duties.
48. Only ex-servicemen and specified other forces personnel of integrity and good conduct are to be deployed by the contractor. **All the personnel being employed MUST BE VERIFIED BY THE POLICE for antecedents and documentary evidence to this effect should be submitted within a month of awarding contract.** All the personnel being deployed should be physically and medically fit and the agency should submit a certificate to this effect at the time of initial deployment and thereafter on yearly basis.
49. That the contractor shall submit details such as, names, parentage, residential address, age, etc. of the persons deployed by him in the premises of the IIT Hyderabad for the purpose of proper identification of the employees of the contractor. Proper identity cards bearing their photographs/identification, etc. shall be issued by the contractor and the security guards shall display their identity cards at the time of duty. All security personnel should be in possession of action pocket books which should cover basic duties of security, standard operating procedures for contingencies, emergency phone numbers etc.
50. That the contractor shall ensure that the persons so deployed do not allow any property of IIT Hyderabad to be taken out of the premises without a valid Gate Pass authorized/signed by the designated officials of the Institute. As a safeguard against any dishonesty, connivance and/or ulterior motive, the specimen signatures of the officials designated and authorized to sign the gate pass will be intimated in writing to the Contractor along with subsequent changes if any.
51. The contractor shall report promptly to FIC/Chief Security Officer, IIT Hyderabad of any instances of theft, pilferage or attempt to theft and any loss thereby to the Institute. **It shall be the sole responsibility of the contractor to ensure security and safety of**

all the property and assets, movable and immovable of the Institute. And, if there is any loss to the Institute on account of dishonesty, and/or due to any lapse on the part of the contractor or his worker, the contractor shall make good, on demand, the loss to the Institute.

52. That the contractor shall at his own cost, take necessary insurance cover in respect of the aforesaid services rendered to IIT Hyderabad.
53. The contractor shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall keep the IIT Hyderabad indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expenses arising out of non-compliance of any of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, then IIT Hyderabad shall be entitled to recover any of such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
54. That the contractor shall submit the proof of having deposited in the respective names of the persons deployed at IIT Hyderabad, the amount of contribution claimed by him on account of ESI & EPF, before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents.
55. That the contractor shall particularly abide by the provisions of Minimum Wages Act 1948, with Rules framed there-under and amended from time to time. Notwithstanding anything to the contrary, the contractor shall pay monthly wages to his ex-servicemen at a rate not less than the minimum wages fixed by the Directorate General Resettlement, Ministry of Defence, Govt., of India and as amended from time to time.
56. The contractor shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection/checking by the authorized officer of IIT Hyderabad
57. The contractor shall tender monthly bill claiming dues on or before the third working day of the following calendar month.
58. That the contractor shall make the payment of wages, etc. to the persons so deployed directly in their respective bank accounts or in the presence of representative of the IIT Hyderabad, till their bank accounts are opened at the earliest and shall on demand furnish copies of wages register/muster roll etc., to the Institute for having paid all the dues to the persons deployed by him for the work under the Agreement. Payment by the contractor shall not be linked to payment of monthly bill by Institute to Contractor. These obligations are imposed on the contractor to ensure that he is fulfilling his commitments towards his employees, so deployed, under various Labour Laws, having regard to the duties of IIT Hyderabad in this respect, as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.
59. A minimum of two uniforms sets per year per person should be provided. That the uniforms supplied by the contractor to the persons deployed for this work shall include

two each (Army cut anklets, Baton, beret with ceremonial heckle, whistle); one each (jersey, Rain coat, jungle boots, gum boots, loaded torches, fluorescent jackets); requisite number of traffic controlling torches, standard and tested walky-talkie sets with ear phone system etc. Quality of the uniform and materials being supplied should be as approved by the CSO. Any additional cost if incurred over and above the Uniform allowance of Rs 4000/- per annum in this regard shall be provided by the contractor at his cost and IITH shall have no liability whatsoever on this account. The Chief Security Officer of the Institute shall approve the uniform. Utilization certificate of the amount claimed as Uniform Allowance to be submitted prior to yearly renewal of contract.

60. That the uniforms supplied by the contractor to the persons deployed for this work shall include Army cut anklets, ankle boots, web belt (with baton strap), Baton, beret with ceremonial heckle, whistle, loaded torches, requisite number of walkie-talkie sets (minimum 10 sets and 5 spare batteries) etc. The seasonal equipment such as jerseys, gray coats in winters and raincoats in monsoon shall be provided by the contractor at his cost and IITH shall have no liability whatsoever on this account. The Chief Security Officer of the Institute shall approve the uniform.
61. That the contractor shall take all precautions to prevent any unlawful acts or disorderly conduct of his employees so deployed and ensure preservation of peace and harmony within the campus.
62. If in the opinion of the IITH authorities, the performance of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behavior is not conducive to retain them for the work, he/she should be replaced immediately.
63. The Contractor shall provide replacement of personnel, in case of absenteeism, casual/sick leave, etc., so as to ensure required strength at all times. In case of absence/leave by any particular person, the Contractor shall make alternate arrangements immediately (Maximum two hours) otherwise a penalty i.e. wages at double the rates would be deducted per day per person of absence.
64. **In the event of local problems arising while discharging the functions at IITH, the contractor will deal with them appropriately and will not bring IITH on the scene for such matters.**
65. **REPORT**
 - a) The contractor or his representative shall report daily to the concerned at IITH and take instructions for the work to be done. A Register shall be maintained exclusively for this purpose. He shall preserve the said book and produce the same as and when required.
 - b) The contractor or his representative should approach the concerned Section, if he needs any instructions/help or has any difficulties.
 - c) The contractor or his representative should be available all the time at work site during the course of his work.
66. That the contractor shall deploy his persons in such a way that they get weekly rest and that the working hours/leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act or any other statute, that may be in force. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the labour laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or furnishing any information, or submit or file any statement under the provisions of the said regulations and rules which is materially

incorrect, they shall without prejudice to any other liability pay to the Director of the IIT Hyderabad a sum as may be claimed by IIT Hyderabad.

67. The Contractor should ensure safety of his workmen during execution of the work at IIT Hyderabad. If any of his workers meet with any accident, injury, serious ailment, death etc. the responsibility for payment of compensation under Workman's Compensation Act rests solely with the Contractor and that IIT Hyderabad will be free from all such encumbrances.

IIT Hyderabad's OBLIGATIONS:

68. PAYMENT TERMS:

- a. **The Contractor will be responsible for making the payment of wages directly to its workers by 7th of each month from his own sources and subsequently raise the bill for reimbursement which will be verified on the basis of actual amount disbursed and attendance etc. The Contractor shall make payment to the workers by depositing the payment towards the wages in their bank accounts and submit the bank details/ECS statement duly certified by the bank, to the office with the bill for verification. The bill shall also carry the duly certified copy of EPF and ESI challans for the same month for which the bill has been raised for payment. The claim bill shall be submitted to the Officer-in charge of the Institute for certification for pro-rata payment. The officer on the receipt of the bill will check the work record and there after accordingly certify the bill for payment.**
- b. All bills should be submitted on printed forms, duly signed and pre-receipted in triplicate.
- c. Payment will be made by the Institute to the contractor on monthly basis on submission of bills in triplicate along with the attendance sheets and certificate of satisfactory performance of work from the concerned officer of the IITH. A certificate to the effect that all labour laws including EPF, ESIC payments, etc., are being followed has to be furnished with proof along with the bill for payment.
- d. Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the Contractor.
- e. **The contractor would be required to ensure the payment of its workers by 7th of every month and there should be no linkage between this payment and settlement of the contractor's bill from the IITH.**
- f. The contractor should arrange to deposit the wages of his workers into their respective bank accounts preferably through ECS and tender a copy of the ECS statement to the Institute as proof of payment of wages failing which the bill of the current month will not be paid. The contractor shall facilitate his workers in opening bank accounts. Under no circumstances, payment of wages in cash shall be made.
- g. The contractor shall pay his workers' wages not less than the applicable minimum wages and all other statutory dues like EPF, ESI, bonus, etc., throughout the tenure of contract.
- h. That payment on account of enhancement/escalation charges on account of revision in wages and statutory payments like EPF, ESI, Bonus contributions, if any, levied by the appropriate Govt. (Central/State) from time to time shall be payable by the IITH to the contractor.
- i. No escalation of Contractor's Service Charges shall be admissible during the term of the contract.

69. **COMMENCEMENT OF WORK:** The Contractor is required to start the services with effect from the date indicated by the Institute. In case it is found that the work has not been taken up from the date as indicated, the IITH at its sole discretion may cancel the work order and the EMD shall be forfeited without any further reference to the Contractor.

70. INDEMNIFICATION

- a. That the contractor shall keep IIT Hyderabad indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed, enters into dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case IIT Hyderabad is made party and is supposed to contest the case, IIT Hyderabad will be reimbursed the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the contractor to IIT Hyderabad on demand. Further, the contractor shall ensure that no financial or any other liability comes on IIT Hyderabad in matters of any nature whatsoever, and shall keep IIT Hyderabad indemnified in this respect.
- b. That the contractor shall keep IIT Hyderabad indemnified against any loss to the property and assets of IIT Hyderabad. IIT Hyderabad shall have right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

PENALTIES/LIABILITIES

71. That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the contract may be terminated, the security deposit will be forfeited, and the work may be got done from another agency at their risk and cost.
72. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or the services are not to the entire satisfaction of officer authorized by The Director, IIT Hyderabad on his behalf, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
73. The security deposit shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage if any, sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
74. **Penalty for inadequate performance:** The main objectives of the Security Agency at IIT Hyderabad are as under:
 - a. Prevention of loss of property of the Institute as a result of thefts, burglaries etc.
 - b. Smooth conduct of functions, conferences, dignitary visits, cultural events etc.
 - c. The Security parameters will be related to 1) Theft, 2) patrolling effectiveness, 3) discipline and 4) general matters.
 - d. A point system will be in operation under which operational failures, depending on type and frequency, will entail point penalties. The liability of Security Agency will not only be in terms of these points but also to the extent of the recommendations of the Joint Enquiry. Every point will entail a

financial obligation of Rs.5000/- on the part of the Contractor subject to a maximum of 70% of the service charges payable in a month.

e. POINTS ALLOCATION:

e (1). Theft

<i>Sl. No.</i>	<i>Type of theft</i>	<i>Penalty points</i>
1	Major break in and theft of goods that need some form of transportation.	100
2	Major break in and theft of goods that do not need transportation.	75
3	Lock breaking and theft of goods that need some form of transportation.	70
4	Lock breaking and theft of goods that do not need some form of transportation.	50
5	Lock opening and theft of goods that need some form of transportation.	40
6	Lock opening and theft of goods that do not need some form of transportation.	30
7	Lock breaking and/or opening of a room or office without any theft.	20
8	Theft of goods/items/valuables/vehicles etc installed/parked in any open/covered areas within the campus	30

e (2). Patrolling:

<i>Sl. No.</i>	<i>Incidents of lapse in patrolling.</i>	<i>Penalty points</i>
1	Rowdiness and/or rioting in campus.	40
2	Patrolling vehicle out of order for more than one day.	50 per day.
3	Shortfall in Security Guards by more than 10% in any shift.	25 per shift.

e (3). Discipline:

<i>Sl. No.</i>	<i>Incidents of in-discipline</i>	<i>Penalty points</i>
1	Non-compliance with instructions or orders.	100
2	Rude and unpleasant behavior of contractor's personnel with Students/Faculty/Staff/ Visitor.	10
3	Failure in drill test or random call.	40

e(4). General nature:

<i>Sl. No.</i>	<i>Lapses of general nature</i>	<i>Penalty points</i>
1	Presence of unauthorized person(s) in the campus.	10 per person
2	Presence of unauthorized vehicle(s) in the campus.	10 per vehicle

75. **Compounding effect:** Repeated complaint of the same type (more than 4 times in any given month) will entail a multiplication factor of 4 on the points.

Note: For any act of inadequate performance of contract not specifically stated herein, the CSO will decide the penalty points based on the merits of each act.

76. GENERAL MECHANISM:

a. **Penalty points:** Penalty points will be finalized by Chief Security Officer once a month in a co-ordination meeting to be held in the first week of every month. Penalty will be levied at the rate of Rs.5000/- per point, subject to a maximum of 70% of the service charges payable to the Contractor in that month and will be deducted from the bill in the next month or from the Security Deposit.

b. **Joint enquiry:** The Institute will be entitled for compensation from the Security Agency, in case a proper joint inquiry establishes that the theft or loss or damage has been caused due to negligence of the Security Agency or any of its employees. The said compensation shall be in addition to the findings and recommendations that the joint enquiry may propose. The joint enquiry committee shall be constituted by IIT Hyderabad which will be inclusive of either the Contractor or his representative.

77. **Termination of contract:** That this agreement may be terminated on any of the following Contingencies:

- a. On the expiry of the contract period as stated above.
- b. By giving one month's notice by IIT Hyderabad on account of:
 - i. Breach by the contractor of any of the terms and conditions of the agreement.
 - ii. On assigning the contract or any part thereof to any sub-Contractor by the contractor without written permission of the Institute.
 - iii. On contractor being declared insolvent by competent Court of Law.

78. During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.

79. It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, and ensure that no person creates any disruption/hindrance/problem of any nature for the Institute.

80. ARBITRATION:

- a. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitrator to be appointed by Director, IIT Hyderabad.
- b. The decisions of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being

unable to act for any reason whatsoever, Director IIT Hyderabad shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

- c. The expression Director, IITH shall mean and include an acting/officiating Director.
- d. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

Signature of the Bidder

TECHNICAL BID

A. Documents/details to be mandatorily submitted: -

S. No.	Particulars	Fill in the details	Submitted? (Y/N)	Pg. No.
1	Name of Firm/Tenderer/Company (in block letters) <i>[Firm registration certificate to be attached]</i>			
2	Permanent Address & Telephone No.			
3	Full Postal Address, Telephone/Fax No. E-mail:			
4	Details of infrastructure, persons employed, and number of offices/branches available <i>[Attach separate sheet]</i>			
5	Name of the bank, address, account number, IFSC code			
6	Bidder should have a Registered/Branch office at Hyderabad. <i>[proof to be attached]</i>			
7	PAN No. <i>[copy to be attached]</i>			
8	GST No. <i>[copy to be attached]</i>			
9	Valid labour license issued by the State/Central Labour Department under Contract Labour Act duly attested by the Contractor. <i>[copy to be attached]</i>			
10	Valid PSARA License <i>[copy to be attached]</i>			
11	EPF Registration <i>[copy to be attached]</i>			
12	ESI Registration <i>[copy to be attached]</i>			
13	Professional Tax <i>[copy to be attached]</i>			
14	EMD (Transaction ID and Date) <i>[copy to be attached]</i> in case of offline payment original document should reach on or before opening of Technical bid.			
15	Annual turnover during last 3 financial years i.e. FY 18-19, 19-20 and 20-21 <i>[CA certificate to be attached]</i>			
16	Experience as per Eligibility criteria <i>[Experience certificates to be attached]</i>			
17	Quality Assessment Certificates <i>[copies to be attached]</i>			
18	Declarations as per formats Annexures-F,G,H & I <i>[Copy to be attached]</i>			
19	Income Tax Returns (for the last three Financial years) FY 19-20, 20-21 and 21-22 <i>[copies to be attached]</i>			
20	Integrity Agreement			
21	Any other relevant information			

I/We certify that the above information is true to the best of my/our knowledge and I/We do not have any relative of the rank of Under Secretary or equivalent working in IITH.

Signature of the Bidder
along with Seal

B. Details of Experience: Should be furnished in the following format-

Experience during the period 01.01.2018 to 31.05.2023 only:

S.No.	Name of the client and full address	Telephone and Official e-mail id of the client	Period of contract	Value of contract	Pg. No.
1					
2					
3					
4					
5					
6					

Important: Only certificates issued by the clients in letter head with date of issue and containing requisite details will be considered. Copies of work orders, agreements, extension letters and bills will not be considered.

C. Details of Infrastructure:

[Information should be submitted in this format on the letterhead of the tenderer]

Sl. No.	Description	Details
1	Address of the Head/Registered Office	
2	Address of branch office(s), within 50km radius/Hyderabad	

D. Details of personnel available in head office and branch office(s):

Sl.No	Name	Designation	Duties Assigned

Signature of the Bidder
along with seal

Date:

Note: Bidders have to fill all the details in Annexure-A (information, submission status and Pg. No.) and furnish the supporting documents for the points mentioned in Annexure-A **(PREFERABLY IN A SINGLE PDF FILE).**

**(On the official letterhead of the Client Organization)
QUALITY ASSESSMENT SHEET (submit with technical bid)**

Important: This carries 30% marks and the marks scored in this will be used for evaluation of tender.

Name of the Agency: _____

Period of service availed from Agency: _____ to _____

(Please tick numerical assessment - 5 being the maximum score)

Sl.	Description	1	2	3	4	5	Remarks/ Justification
01	The agency's response has been prompt and as required by the administration						
02	All the guards positioned were professionally trained.						
03	The agency ensured proper dawning of uniform by guards and provided accessories such as torches, batons, rain coats, warm clothing etc to protect the image of organization						
04	Supervisors employed by the agency have been competent and ensured proper service by guards						
05	All the guards have been punctual and performed their duties with complete responsibility						
06	There have been no removals/ replacements of guards on the grounds of indiscipline, negligence etc.						
07	Agency has been prompt in taking action against any complaints or suggestions of the management.						
08	All the guards employed have been as per the requirements prescribed by the organization.						
09	All the guards employed have possessed the required educational qualification as prescribed by the organization						
10	The agency did comply with labour laws by ensuring timely contributions to EPF, ESI etc and provided salary slips, PF slips, ESI cards etc to individuals and the confirmation data on the same to organization on a regular basis.						

Note: Your correct feedback will help us decide to avail best services in the market.

Date:

Signature of Head of Security Organization, Seal & address

PRICE BID

Tender Ref. No. IITH/103/MS/Security (Ex-servicemen)/2023, dated.28.08.2023

The Excel sheet containing formats of Price bids with the following parts has been uploaded in the CPP Portal. The bidders have to fill all the details and upload the same:

Sheet1 (Price bid - Annexure-C) : Service Charge %

INSTRUCTIONS FOR FILLING -UP PART-II (PRICE-BID)

- a) The quotation should be only for Ex-servicemen.
In regard to Central Para-military Forces only from CRPF, BSF, ITBP, CISF, SSB, Assam Rifles, SFF and ICG, the contractor should quote only his service charge in price bid, the service charge will be negotiable by the Institute-
- b) IITH reserves the right to negotiate the percentage of service charge.
- c) As and when DGR revises the rates of wages, the amount except service charge will also get revised accordingly from the effective date.
- d) **Bidders are advised to go through the OM No. F.6/1/2023-PPD dated 06.01.2023 of Ministry of Finance regarding minimum floor price for minimum wage based Manpower outsourcing services.**
- e) A Sample wage calculation sheet is provided at Annexure-L of this tender document.

Letter of Consent and bid submission
(to be submitted on letter head of the firm)

Date: _____

To
The Director
IIT Hyderabad

Sub: Providing Security Services by Ex-servicemen Guards and Supervisors to IIT Hyderabad
Ref: Tender Notice No . IITH/103/MS/Security (Ex-servicemen)/2023, dated:

Sir,

I/We hereby offer to provide Ex-servicemen Guards and Supervisors on a monthly hire basis, and hereby accept all the terms and conditions of your Tender. Further, I/We agree to abide by the terms & conditions of the Tender Notice and hold our bid open and valid till 90 days from the date of opening of the same.

2. I/We have understood and fulfilled Eligibility Criteria, General Terms and Conditions and Scope of Work, Technical Specifications and Special Conditions of Contract and am/are fully aware of the nature of the services required and my/our offer is to provide services strictly in accordance with the requirements of your Institute.
3. As advised, a Self-Declaration is hereby enclosed in lieu of Earnest Money Deposit. I/We fully understand that I/We shall be blacklisted and debarred from future tendering process at the IIT Hyderabad if:-
4. I/We do not execute the contract documents within 7 (seven) days after getting information from IITH, or
5. I/We do not commence the work within 15 (fifteen) days after award of the contract to us from IITH,
6. This bidding document of mine/ours consists of _____ Nos. of pages in total.
7. Bidding documents and submission of Tender have been duly signed and attached herewith.
8. I/We know that acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Bidder(s) with Stamp, Address

NO RELATIONSHIP CERTIFICATE

(to be submitted on letter head of the firm)

1. I/We hereby certify that I/We* am/are* related/not related (*) to any officer of IIT Hyderabad. (If related provide the details of the employee)
2. I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.
3. I//We also note that, non-submission of this certificate will render my / our tender liable for rejection.

Date:

Authorized Signatory with seal

Name:

Place:

Designation:

Contact No.:

DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION

(to be provided on letter head of the firm)

I hereby certify that the above firm namely _____ is neither blacklisted by any Central/State Government/Public Undertaking/Institute nor any criminal case registered / pending against the firm or its owner / partners anywhere in India.

I hereby certify that there is no police case/ vigilance enquiry pending against Partners of the firm or sole proprietor or company as the case may be, and that he has never been punished by any Hon'ble Court.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

BANK GUARANTEE BOND IN LIEU OF SECURITY DEPOSIT

(To be executed by the State Bank of India or any other scheduled Bank recommended by Reserve Bank of India on non-judicial stamp paper)

To
The Director
IIT Hyderabad
Kandi,
Sangareddy - 502 284.

Dear Sir,

Sub: Your contract award letter no. _____ dated _____ for _____ services” on contract basis at IIT Hyderabad.

1. The Registrar on behalf of Director IIT Hyderabad, have entered into a contract vide Agreement dated _____ with _____ Address: _____
_____ (herein after referred to as the “contractor”) for providing _____ services” on contract basis at IIT Hyderabad (herein after referred to as Principal Employer) for the price and on the terms and conditions as contained in the said contract.
2. In accordance with the terms of said contract you have agreed to exempt the security deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said contract, on production of a bank guarantee for Rs. _____ (Rupees _____) Only) being _____% of the total value (Rs. _____) of the said services to be supplied by you.
3. In consideration thereof, we hereby at the request of the contractor, expressly, irrevocably and unconditionally undertake and guarantee to pay on written demand, without demur and without reference to the contractor, an amount not exceeding Rs. _____ (Rupees _____) Only) against any loss or damage caused to or suffered or would be caused to you by reason of any breach by the said contractor of any of the terms and conditions contained in the said contract or by reason of the contractor’s failure to perform the said agreement. Your demand shall be conclusive evidence to us as regards the amount due and payable by the Bank under this guarantee. However, liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ Payment by us to you will be made within thirty (30) days from receipt of your written request making reference to this guarantee and on demand.
4. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance

of the said contract and that it shall continue to be enforceable till all your dues under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till you certify that the terms and conditions of the said contract have been fully and properly carried out by the said contractor and accordingly discharges the guarantee. Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ Only) and the guarantee shall remain in force up to and including the _____ day of _____ 20__ being reported to us by you and returned to us duly discharged.

5. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the contractor, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have against the contractor and to exercise the same in any manner at any time and either to forbear or to enforce any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.
6. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharge from the liabilities hereunder.
7. This guarantee shall not be affected by any change in the constitution of our Bank or of the contractor or for any other reason whatsoever.

Sd.....
Bankers
Seal of the Bank

Date:
Place:

Witness:

1.
2.

Bid Securing Declaration Form

Date: _____

Tender No. _____

To

The Director,
IIT Hyderabad,
Kandi, Sangareddy-502284

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported with EMD.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____ (insert signature of person whose name and capacity are shown)

in the capacity of _____ (insert legal capacity of person signing the Bid Securing Declaration)

Name: _____ (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate).

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IIT Hyderabad.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day Of 20.....

BETWEEN

Director, Indian Institute of Technology Hyderabad represented through the Designation of the Officer, IITH, (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
Represented through
.....

(Hereinafter referred to as the (Details of duly authorized signatory) Bidder/Contractor and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender No.....

.....*(hereinafter referred to as Tender/Bid)* and intends to award, under lai down organizational procedure, contract for.....

.....
hereinafter referred to as the contract.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as Integrity Pact or Pact), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties. NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owners employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/ PC Act. Further the Bidder(s)/ Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/ Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/ representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/ parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/ Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owners absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/ determine the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by

the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. Forfeiture of EMD/ Performance Guarantee/ Security Deposit: If the Principal/ Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/ determined the Contract or has accrued the right to terminate/ determine the Contract according to Article 3(1), the Principal/ Owner apart from exercising any legal rights that may have accrued to the Principal/ Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.

3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti-corruption approach or with Central Government or State Government or any other Central /State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holidaylisting of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/ Pact by any of its Sub- contractors/sub-vendors.

2. The Principal/ Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Con- tractor/Vendor 12 months after the completion of work under the

contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is dis- charged/determined by the Competent Authority, IIT HYDERABAD.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Head- quarters of the IITH of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of
Principal/ Owner)

..... (For and on behalf of Bidder/ Contractor)

WITNESSES:

1 (signature, name and address)

2 (signature, name and address)

Place:

Date:

SAMPLE WAGE CALCULATION SHEET

S.No.	Parameters	per day wage (Rs.1193.01)	per day wage (Rs.897)
		Ex- Servicemen Supervisor (Per month)	Ex- Servicemen Guard (Per month)
1	Basic Wage + VDA	31,018.26	23,322.00
2	Paid leave wage	1,193.01	897.00
3	Holiday wage (10 +1 days per year)	1,193.01	897.00
4	EPF @ 13% of Sl.No. (1) <u>Subject to wage limit of Rs.15,000/- per month.</u>	1,950.00	1,950.00
5	ESI @ 3.25% of Sl.No. (1)	Not Eligible	not eligible
6	Bonus @ 8.33% of Sl.No. (1) As per the Gazette notification dated 01-01-2016 by the Ministry of Law and Justice on The Payment of Bonus (Amendment) Act, 2015 (No. 6 of 2016).	Not Eligible	not eligible
7	HRA	3,000.00	3,000.00
8	ESI on HRA @ 4.75%	Not Eligible	Not Eligible
9	Uniform outfit allowance @ 4000 per annum	333.33	333.33
10	Total of Sl.No.1 to 9	38,687.61	30,399.33
11	Service charges (on 10)	_____	_____
12	Per Month wage (10+11)	_____	_____
13	GST @18% (on 12)	_____	_____
14	Total wage per person per month (12+13)	_____	_____
15	Number of Personnels (supervisors 9+2 relievers & guards 101+17 relievers)	11	118
16	Total wages per month (14*15)	_____	_____
17	Total wages per month	_____	_____