

INDRAPRASTHA INSTITUTE OF INFORMATION TECHNOLOGY, DELHI (IIIT-DELHI) Okhla Industrial Estate, Phase III New Delhi 110020 (Tel No 011-26907400/563, Website: www.iiitd.ac.in)

NOTICE INVITING TENDER FOR PROVISION OF SECURITY SERVICES

IIIT-Delhi invites tender under two bid system from established, well reputed, professional and experienced agencies for providing **Security Services** in Indraprastha Institute of Information Technology Delhi, Okhla Phase III, New Delhi – for a period of three years extendable on yearly basis, depending on the performance which will be evaluated based on the feedback from customers.

All amendments/information with respect to this tender will be uploaded on the website <u>https://www.iiitd.ac.in/tenders</u> and all Tenderers are, therefore, advised to visit the website regularly for updates.

Name of Institute	IIIT-Delhi, New Delhi
Name of Services required	Providing Security Services in Indraprastha
	Institute of Information Technology Delhi,
	Okhla Industrial Area, Ph-3, New Delhi –
	110020
Tender No	09/2021
Date of Start and downloading the tender	17 th Dec 2021
(tender document available from	
www.iiitd.ac.in)	
Last date and time for submission of tender	7 th Jan 2022 at 1500 Hrs. (tender deposit in
	the Tender Box kept at 2 nd Floor of
	Academic Block of the Institute)
Date and time of bid opening of Technical Bids	7th Jan 2022 at 1530 Hrs
Date and Time of the opening of Financial Bids	
	the required documents as prescribed in the
	tender document will be considered for
	opening of Financial Bid. The date and time
	for the same will be decided later.
Address for communication & submission of	Registrar, IIIT-DELHI, Okhla Industrial
tender documents and opening of technical bid	Area, Phase III, New Delhi 110020
Tender Cost	Rs.2,000 + 18% GST /-= Rs.2,360 (Rupees
	Two thousand Three hundred Sixty only) in
	the form of a demand draft/ pay order in
	favor of IIIT-Delhi Collections which is
	non-refundable.
	NEFT Transfer A/c details are as under:
	Bank - HDFC Bank LTD, Okhla Industrial
	Area Phase –III New Delhi 110020

IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE BIDDER

	Beneficiary's Name - IIIT Delhi			
	Collections			
	Account No - 20741110000035			
	IFSC code- HDFC0002074			
Earnest Money Deposit	Rs.4,80,000/- in the form of Demand Draft/			
	Pay Order in favour of "IIIT-Delhi			
	Collectionss" payable at New Delhi -			
	110020			
Performance Guarantee	The bidder whose bid is accepted will be			
	required to furnish Performance Guarantee			
	of 3% (Three percent) of the accepted			
	tendered amount in addition to other			
	deposits mentioned elsewhere in the			
	contract for his proper performance of the			
	contract. This guarantee shall be in the form			
	of DD / FDR in favour of IIIT Delhi			
	Collections payable at New Delhi-110020.			
	Bank Guarantee of any scheduled bank			
	drawn in favour of IIIT-Delhi			
Date for start of full service	Within Fifteen (15) days of the Award of			
	Contract, as per scope of work.			
Contact No & Email ID	01126907563/64/ 65			
	& admin-project@iiitd.ac.in			

Note: This tender document contains 41 pages (total no. of pages including Annexures) and tenderers are requested to sign on all the pages.

INSTRUCTIONS TO BIDDERS

1. **GENERAL**

The tender is invited for Security Services under which the contractor shall provide uniformed and trained personnel and will use its best endeavors to provide security of buildings, equipment's, materials, staff, monitoring & surveillance of the premises and other items of value to the Institute. Institute has a centralized CCTV monitoring and Security Access Control systems.

Sealed tenders are invited from highly reputed well established & Professional Security Agencies fulfilling each of the following criteria:

2. ELIGIBILITY CONDITIONS:-

- (a) The Agency should be have preferably Ex-Servicemen in Supervisory capacities and Female Security Guards as per requirements. The Assignment Manager must be possess requisite IT skills and be able to handle on line complaints/queries, manage CCTV, Security access control systems.
- (b) The Agency should be having valid ESI, EPF, PAN & GSTIN.
- (c) The bidder should have the experience of completion of Security Services in any of the Institutes/ Autonomous Bodies/ Universities/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/ Municipalities as follows in any one year during the period of last seven years: (attached as <u>Annexure-A</u>)
- 2.1 Three similar completed works costing not less than the amount equal to **Rs.96,00,000/-;**

or

2.2 Two similar completed works costing not less than the amount equal to **Rs.1,44,00,000/-;**

or

- 2.3 One similar completed work costing not less than the amount equal to **Rs.1,92,00,000**/.
- (d) At least One similar completed work in Academic Central / State Government University Campus with contract amount of not less than Rs 96,00,000/- in any one year during the period of last seven year. (Attached as <u>Annexure-B</u>).
- (e) The Agency should be solvency certificate from banker(s) for the value not less than Rs **96,00,000/-**
- (f) The Agency should possess at least 7 years of experience in Security Services.
- (g) The Agency should have an annual turnover of minimum **Rs. 5 crores** (Rupees Five Crores) at least for each of the last three years, i.e., **2017-18 2018-19, 2019-20** from the security business (Annexure- V).
- (h) The agency should have valid ISO -9001-2015/2018 certification.
- (i) The Agency must have experience in guarding and handling Electronic/ Non-electronic gadgets, viz., CCTV, Access Control and Basic Crowd Management Devices duly

certified by the clients.

- (j) The Agency should have basic infrastructure in terms of Smart Phones and Vehicles, i.e., e-Motorcycles/ e-Scooters,/ e-Cars/ Jeeps for Patrolling and electronic & non-electronic Gadgets.
- (k) The Agency should be a member of a Professional Security Association.
- (1) The Agency should preferably have its own training School or tie-ups (MoU should be attached) for training of their personnel deployed duly approved under PSARA 2005.
- (m) The Agency should be capable of providing Armed Guards whenever required.
- (n) The Agency should have a centralized 24 hrs manned control room backed up with wireless communication and transport fleet & Quick Reaction Team (QRT) in Delhi/ NCR.
- (o) The Agency will have to procure Contract Labour License form Labour Department, Govt. of NCT after being awarded the contract within 02 months.
- (p) The Agency shall provide replacement of assets lost if any due their negligence with new items or its replacement value.
- (q) The bidder must comply with all regulations of Private Security Agencies (regulations) Act 2005, Delhi Private Security Agencies (Regulation) Rules 2009 and other applicable Contract Labour regulations (as applicable under Regulation and Abolition Act, 1970). The Agency shall produce copy of the license issued by controlling authorities.
- 2.4 The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership firm, full details of ownership and control of each member thereof. Each bidder shall submit only one tender .
- 2.5 Along with Technical bid, Bidder must submit copies of all documents required, duly self-attested,
- 2.6 Each Bidder or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the financial bid price will not include any such amount. If the Institute subsequently finds to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void. Decision of the Institute in this regard shall be final and not subject to review.
- 2.7 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in outright rejection of bid, in addition to other punitive measures.

THE AGENCIES NOT MEETING ANY OF THE ABOVE ELIGIBILITY CONDITIONS NEED NOT APPLY.

- a) The Tender document comprises of two parts, viz., (I) Technical Bid, & Terms & Conditions for providing security services (II) Financial bid.
- b) Initially, SHORT LISTING of the bids will be carried out. The tenderers will be invited on a notified date for an assessment and presentation session in which they are expected to carry out a survey of the IIIT-Delhi Campus and give a presentation. The time and date of opening of Financial Bids shall be intimated later. The Financial Bids of only those tenderers will be opened who are declared qualified (i.e. securing minimum 75% marks in Technical Bid) by the Committee. An undertaking to abide by the conditions governing the terms for providing Security Services should be enclosed along with the Technical Bid. Only successful tenderers, on the basis of the Technical Bid and inspection of establishment concerned or otherwise by assessing the suitability, as deemed fit by the Committee, shall be called at the time of opening of Financial Bid.
- c) The evaluation of the tender document will be based on both Technical and Financial Bids. A copy of the evaluation sheet with all the details is attached as <u>Annexure-VI.</u>
- d) The tender is not transferable or assignable under any circumstances.
- e) Definitions: Institute means 'IIIT-Delhi' and Agency means the 'Contracting Agency' including its Directors, Managers, Officers, Supervisors, and Employees & Workers etc.
- f) IIIT-Delhi reserves the right to accept or reject all or any part of the tender without assigning any reason thereof, and the decision of IIIT-Delhi in this respect shall be final.
- 3. COST OF BID

The bidder shall bear all costs associated with the preparation and submission of his bid and the Institute will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process. Conditional or incomplete tenders will not be accepted.

3. TENDER DOCUMENTS - Contents of Tender Documents. The Tender document comprises of:

- a) Notice of Invitation of Tender.
- b) Tender form for providing Security Services (Annexure-I)
- c) Scope of Work (Annexure-II)
- d) Details of Manpower required (Annexure-III)
- e) Age and other conditions of manpower (<u>Annexure-IV</u>)
- f) Total Annual Turnover Declaration sheet (<u>Annexure-V</u>)
- g) Evaluation Criteria for Technical & Financial Bid (Annexure-VI)
- h) Undertaking (<u>Annexure-VII</u>)
- i) Form of Bank Guarantee for Bid Security/EMD (Annexure-VIII)
- j) Form of Agreement (Annexure-IX)

- k) Form of Bank Guarantee of Performance Security (Annexure-X)
- 1) Price Bid for Security Services (<u>Annexure-XI</u>)
- m) Declaration by the tenderer (Annexure-XII)
- n) Copy of the license issued by Controlling Authority
- o) Undertaking to comply with all rules and regulations of "Private Security Agencies (regulations) Act 2005 Delhi and Delhi Private Security Agencies (Regulation) Rules 2009, Contract Labour (Regulation and Abolition) Act.
- p) Brief on Training facilities as required by "Private Security Agencies (regulations) Act 2005 Delhi and Delhi Private Security Agencies (Regulation) Rules 2009.
- q) The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
- r) The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document. Where such alteration, erasure or obliteration is required to be effected in the Tender Document, the same be countersigned / certified and stamped in legible words/figures by the authorized signatory only. Failing which Tender Document will be rejected / not considered.

4. **PREPARATION OF BIDS:**

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder.

i) Documents Comprising the Bid

The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender. Late tenders will not be accepted. Following documents shall form part of the Tender Document:

- a) Technical and Finance Bids to be given in separate envelopes clearly super scribing on top TECHNICAL / FINANCIAL BID.
- b) EMD **Rs.4,80,000/-** in the form of Demand Draft/ Pay Order in favour of "**IIIT-Delhi Collections** Account" payable at New Delhi -110020
- c) Tender cost Rs.2000 + 18% GST /-= Rs.2,360/ in the form of a demand draft/ pay order in favor of **IIIT-Delhi Collections** Account" payable at New Delhi -110020 which is non-refundable.
- d) All eligibility conditions documents at per clause-2.
- e) The Bidder, as defined above, shall furnish the details regarding total number of works, as stated in <u>Clause 2.1, 2.2, 2.3 and d</u> completed in preceding three years, which were similar in nature and complexity as in the present contract requiring deployment of trained man power for providing Security Services.

- f) All the **Annexures** as per given in the tender document.
- g) Attested Copies of Income Tax Return for last three years, along with a certificate from CA regarding annual turnover of minimum Rs.5 crores of last three FY 2017-18, 2018-2019, 2019-20, (Annexure- V).
- h) Solvency certificate from banker(s) for the value not less than Rs 96,00,000/-
- i) Self-attested copy of GST Registration Number;
- j) Self-attested copy of Valid Registration No. of the Agency/Firm;
- k) Self-attested copy of valid Provident Fund Registration Number/NPS
- 1) Self-attested copy of valid ESI Registration Number;
- m) Self-attested copy of valid License and Number under Contract Labor Act and under any other Acts/Rules;
- n) Self-attested copy of the license issued by Controlling Authority;
- O) Undertaking to comply with all rules and regulations of "Private Security Agencies (regulations) Act 2005 Delhi and Delhi Private Security Agencies (Regulation) Rules 2009.
- p) Brief on Training facilities as required by "Private Security Agencies (regulations) Act 2005 Delhi and Delhi Private Security Agencies (Regulation) Rules 2009.
- q) Proof of valid DGR sponsorship or proof of being run or operated by Exserviceman/ex- Para- Military personnel;
- r) The agency should have valid ISO 9001-2015/ 2018 certification.
- s) Any other documents, as per ELIGIBILITY CONDITIONS:- clause no-2

Financial Bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

5. **BID PRICES :**

i) Bidder shall bid in Indian Rupees only for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Security Services at the Institute. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESI, PF contributions, uniform washing allowance and service charges. Nothing over and above the price quoted shall be paid by the Institute. The Contractor shall give personnel wise break-up of the amount quoted for effecting revision in minimum wages, as and when announced by Delhi Govt.

- ii) The rates and prices quoted by the bidder shall be inclusive of GST.
- iii) The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages, ESI, PF contributions, wages for leave reserve, service charges. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.
- iv) The Gratuity and bonus payments shall be the responsibility of the agency and no payment shall be made by IIITD in this regard.
- v) One e-two wheeler /e- bike must be dedicated for IIITD Site patrolling duties.
- vi) QRT in emergency shall be Free of Cost.
- vii) The Agency will have to procure Contract Labour Licence from Labour Department, Govt. of NCT after being awarded the contract within 02 months of award.

viii) Conditional bids/offers will be summarily rejected.

6. DURATION OF CONTRACT

The contract shall be valid initially for one year and the Institute reserves the right to curtail or to extend the validity of the contract on the same terms and conditions for such period as may be agreed to, but not beyond a total period of three years in normal circumstances.

7. BID SECURITY

- i) The Bid Security Declaration shall be in the format.
- ii) Any Tender not accompanied by Bid Security Declaration shall be summarily rejected.
- iii) Bid Securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- iv) Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.
- v) Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Institute.
- vi) Right to accept any Bid and to reject any or all Bids is reserved by the IIITD.
- vii) The Institute is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process. No requests for information in this regard will be entertained.
- viii) The Institute may terminate the contract if it is found that the contractor is black listed on previous occasions by the any of the Institutes/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.
- ix) The Institute may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

x) The Institute has cause and reason to believe that the Bidder has misled / provided wrong information not supported by any authenticated document.

8. AWARD OF CONTRACT

- (a) The Institute will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- (b) The successful bidder will be required to execute an agreement in the form specified in <u>Annexure-IX</u> within a period of 30 days from the date of issue of Letter of Work Award.
- (c) The successful bidder shall be required to furnish a <u>Performance Security</u> Within 15 days of receipt of 'Letter of Work Award" (3% of Estimated Annual contract value to be deposited after award of contract) in the form of a Fixed Deposit Receipt (FDR)/DD from any scheduled bank in favor of IIIT-Delhi Collections or Bank Guarantee from any scheduled bank drawn in favour of IIIT-Delhi in an acceptable form (<u>Annexure-X</u>). The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.
- (d) Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

9. TERMS AND CONDITIONS OF THE CONTRACT

- (a) The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc..
- (b) The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labor Act, Minimum Wages and (Contract Labor (Regulation & Abolition Act 1970), EPF etc. with regard to the Security personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him in the Institute and to the Labor Institute.
- (c) As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the Institute works, is required to be submitted to the Institute. In any eventuality, if the contractor fails to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, Institute is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC with an advice to RPFC, duly furnishing particulars of personnel engaged for the Institute. In the interest of the personnel of the Contractor, the Institute as a principal employer may at its discretion verifies or causes to verify the particulars furnished by the Contractor.

- (d) The antecedents of security staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the Institute and Institute shall ensure that the contractor complies with the provisions.
- (e) The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized/nominated official of the Institute. The contractor shall also install Biometric /Mobile application based attendance system in the institute for the guard attendance in addition to physical register..
- (f) The contractor is expected to ensure proper accidental coverage of its personnel. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
- (g) Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties.
- (h) Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Institute and shall not knowingly lend to any person or company any of the effects of the Institute under its control.
- (i) The security staff shall not accept any gratitude or reward in any shape.
- (j) The bidder shall have his own Establishment/set up/mechanism/Training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Police for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract. <u>Private Security Agencies (regulations) Act 2005 Delhi</u> and <u>Delhi</u> <u>Private Security Agencies (Regulation) Rules 2009, Contract Labour (Regulation and Abolition) Act.</u>
- (k) That in the event of any loss occasioned to the Institute, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Institute, the said loss shall be made good by the contractor up to the value of the loss. The decision of the Head of the Institute will be final and binding on the Contractor. Losses will be recovered from the agency directly /monthly payment (s) made to contractor or failing which it would be deducted from performance security.
- (1) The Institute shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Institute in writing.
- (m)The contractor shall be responsible to maintain all property and equipment of the Institute entrusted to it.
- (n) The contractor will not be held responsible for the damages/sabotage caused to the property of the Institute due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
- (o) The personnel engaged have to be extremely courteous with very pleasant mannerism

in their dealings.

- (p) The eight hours shift generally will be from 07:00 hrs. to 14:00 hrs. 14:00 hrs. to 21:00 hrs. and 21:00 hrs. to 07:00 hrs. The timings of the shift are changeable and shall be fixed by the Institute from time to time depending upon the requirements. No payment shall be made by the Institute for double duty, if any.
- (q) The personnel will have to report to the Institute's security office at least 15 minutes in advance of the commencement of the shift for briefing by Supervisor.
- (r) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the Institute and the same shall be deducted from the contractor's bills.
- (s) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in above point shall be levied.
- (t) In case the contractor fails to commence/execute the work as stipulated in the agreement or renders unsatisfactory performance or does not meet the statutory requirements of the contract, Institute reserves the right to impose the penalty as detailed below:
 - i) 10% of cost of order/agreement per week, up to four weeks' delays.
 - ii) After four weeks delay the Institute reserves the right to cancel the contract and withhold the agreement and get this job be carried out from other contractor(s) registered with DGR or from open market or with other agencies if DGR registered agencies are not in a position to provide such Contractor(s). The difference in cost to the Institute, if any will be recovered from the defaulter contractor and also shall be black listed for a period of 4 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted. The Institute shall also be at liberty to circulate the status of black listing of the Contractor to offices of the Govt. of India / State Govt. (s).
- (u) The contractor shall deploy his personnel only after obtaining the Institute's approval duly submitting curriculum vitae (CV) of these personnel, the Institute shall be informed at least one week in advance and contractor shall be required to obtain the Institute's approval for all such changes along with their CVs.
- (v) The contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner.
- (w) The contracting agency shall not employ **manpower above the age of 55 years and** as per other conditions given in <u>Annexure IV</u>.
- (x) The contractor shall bear all the expenses on items required for satisfactory performance of the assigned responsibilities such as Provision of torches and cells, lathis/ballams and other implements to security staff.

- (y) The Institute shall not be responsible for providing residential accommodation to any of the employee of the contractor.
- (z) The Institute shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Institute does not recognize any employee employer relationship with any of the workers of the contractor.
- (aa) If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the Institute from the agency.
- (**bb**) If any underpayment is discovered, the amount shall be duly paid to the agency by the Institute.
- (cc) The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Institute
- (**dd**) In the interest of his own personnel, the contractor will be duty bound to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every 3 months.
- (ee) The contractor shall disburse the wages by 07th of every month to its staff deployed in the Institute through ECS or by Cheque in the presence of representative of the Institute. The detailed statement of bank transfer to each and very personnel deployed in the Campus will have to be provided by the agency within one day of the same..
- (**ff**) The contractor should have round the clock control room service in Delhi along with quick response teams to deal with emergent situations.

10. FORCE MAJEURE

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any or seven days, whichever is more, either party may at its option terminate the contract.

11. OBLIGATION OF THE CONTRACTOR

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The Institute in no way shall be responsible / held responsible for the statutory compliances of the Contractor. In case the Institute is required by the order of the Law to fulfill the obligations of the Contractor, the same shall be recovered from the running bill (s) of the Contractor

and performance guarantee submitted. In the event of the same, the Institute shall also call upon the Contractor to explain the reasons for not depositing statutory dues and why the Contract may not be terminated.

12. Liabilities and Penalties

- a) The Agency shall perform all the assigned jobs to the satisfaction of the Institute and shall be liable for any loss or damage to Institute as stated herein.
- b) The Agency and its staff shall take due and required steps and precautions to preserve from loss, destruction, waste and misuse, the areas of responsibility assigned to them and not knowingly lend to any person or Agency, any effects or assets of the Institute under its control.
- c) In the event of any loss being caused to the Institute that is prime-facie on account of the negligence and/ or dereliction of duties by the Agency or its staff, a Joint Committee comprising of a representative of the Institute and Agency shall determine whether the loss is on account of unsatisfactory performance of the Agency and in that case it will also determine the compensation to be paid to the Institute by the Agency. The recommendation of the Joint committee is subject to the approval of the Director, IIIT-Delhi or his nominee and the final decision shall be binding on the Agency.
- d) However the Agency will not be held responsible for the damages caused due to natural calamities like lightening, earth quake, floods etc.
- e) A penalty of Rs.600/- per day will be deducted from the bill in following conditions:
 - i) IIIT-DELHI premise is NO SMOKING ZONE. No Security Staff of the Agency should be found smoking, eating pan, gutka, intoxicants/ drugs or alcohol/ alcoholic beverages.
 - ii) If the personnel are not found in proper Uniform and displaying Photo Identity Card.
 - iii) If the personnel found indulging in sleeping during duty hours.
 - iv) If the personnel found performing double Duty within 24 hours without prior approval.
 - v) Penalty will also be imposed if the behaviour of personnel found discourteous.
 - vi) If any Guard found performing duty, submitting a fake name and address he will be removed with immediate effect .

13. DISPUTE RESOLUTION

- a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator to be appointed by the Director, IIIT-D.
- b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time.
- c) The cost of Arbitration shall be borne by the respective parties in equal proportions.

During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at designated placed within Delhi/New Delhi only.

14. JURISIDICTION OF COURT

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to all disputes, if any, arising out of this agreement between the parties.

ANNEXURE-I

TENDER FORM FOR PROVIDING SECURITY SERVICES

- 1. Names, address of firm/Agency.:
- 2. Telephone numbers
- 3. Registration No. of the Firm/ Agency :
- 4. Name, Designation, Address
 Telephone No. of
 Authorized person of Firm
 Agency to deal with
 Please specify as to whether
- 5. Bidder is sole proprietor Partnership firm. Name : Address and Telephone No : Directors/partners should specified :
- 6. Copy of PAN card issued by Income Tax Institute : Copy of previous Financial : Year's Income Tax Return. :
- 7. Provident Fund Account No/NPS
- 8. GST Registration No.
- 9. E.S.I.C Registration No
- 10. License number under Contract Labor (R&A) Act. :

:

- 11. Any other information
- 12. Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

:

:

:

We, further specifically certify that our organization has not been Black Listed/ De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.

(Signature of the bidder) Name and Address (With seal)

Affix duly Attested P.P. Size recent Photograph of the prospective Bidder.

SCOPE OF WORK OF THE BIDDER

The contractor shall have to provide the Security services in the **IIIT-Delhi**. The contractor shall ensure protection of the personnel & property of the Institute, prevent trespass in the assigned area with/without arms, perform watch and ward, law and order functions including patrol of the campus points and to prevent the trespass, unauthorized entry, entry of stray dogs, any other animal and cattle and anti-social elements, unauthorized persons and vehicle into the campus of the Institute building.

The Agency shall provide Security to the Institute as well as residents at the IIIT Delhi Campus, by deploying fail-safe Security measures, providing early warning systems and mobilizing trouble shooting elements. The items or situations that have to be covered by security services of the Agency are enumerated with important but non-exhaustive list as below: -

- a) Providing around 25 trained security guards per shift of 8 hours at the University/ Academic Institute.
- b) Protection of property and personnel (faculty, staff, students, official visitors and residents) of the Institute against willful harm; the Institute meaning All Gates, Academic Areas, Library Block, Hostels, Sports Block, Dining Block, Play grounds, Residential Block, Activities Area, etc. all within the boundary of IIIT-Delhi Campus. An IT app based system should be in place to display the positioning of all deployed security staff members on-line and shift-wise.
- c) Protection of cash and documents, static or in transit or due to burglary (where loss is due to entry after breaking and entry lock/ door/ window/ grill) in campus.
- **d**) Regulate access control at gates, prevent misuse of Institute's grounds and facilities by outsiders, neighbouring villages, preventing tress-passing, unauthorized parking, unauthorized construction, squatting in the Institute Campus; prevent vandalism, breaking of twigs/ trees throwing of garbage/littering and ensuring cleanliness. Ensure proper & timely reporting of violations to supervisors.
- e) Prevent loss that is on account of lapse in "access control measures" at Gates/boundaries of the Institute.
- f) Undertake fire-fighting operations with provided equipment in case of any incident.
- g) Regulate parking of vehicles in designated areas of the Institute and also regulate traffic movement at the entry/ exit gates within the campus and ensure traffic rules are followed.
- **h**) Adhere to the Standard Operating Procedures (SOPs) given by the Registrar or his nominee which may be modified from time to time.
- i) The Agency should have an investigation cell to carry out investigation of thefts, accidents or any other matter required from time to time.
- j) The Agency should be able to provide extra security guards at 24 hours' notice.
- k) The Agency should carry out 'on the job' training of Guards at the time of induction and ensure Refresher Training during the period of the contract every 03 months. The Agency will also

carry out training of Institute's permanent security staff at their training establishment in consultation with Estate Officer of IIIT-Delhi.

- The Agency will also carry out regular Mock fire drills, Mock Security exercises and Mock Disaster Management exercises to train staff, students, faculty and residents at least once each quarter.
- m) Prevent defacing/ damage to Institute property, buildings etc. (prevent Graffiti/ poster pasting etc.)
- **n**) Prevent entry of animals into the campus and chasing of dogs/ monkeys from Academic Area and Hostels. Liaison with Police/ Fire/ MCD and Civil Government Departments.
- **o**) Switch-off lights of all blocks/facilities when not in use and report leakage of water /taps/mishap etc.
- **p**) Carry out any other job assigned by the Director/ Registrar or his nominee in interest of Security of Institute including Events /functions/dignitaries assistance /crowd management.

q) The additional scope of work will be as under:

- i. Protection of property and personnel of the Institute in transit when so specified.
- ii. Provide extra security as and when required, viz., students' festivals, conferences, seminars, VVIP/VIP visits, social and religious functions etc., inside the IIIT-Delhi Campus.
- iii. Conduct security audits/ surveys/ investigations/ consultancies as per requirements at no additional cost.
- iv. The agency should be able to earmark one vehicle or e-scooter on 24X7 basis. No extra shall be payable for the same.
- v. The agency should be able to provide smartphone phones for the Institute Assignment manager/Supervisor as and when required at no extra charge.

We have read the above scope of the work and agree to follow them.

Signatures of Authorized Personnel

DUTIES AND RESPONSIBILITY OF SECURITY SERVICES

- a) The Security Supervisor will be responsible for overall security arrangement of the Institute covered in the contract.
- b) Security Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
- c) No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the concerned Institute.
- d) No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
- e) The officers and staff of the Institute will keep the Identity cards with them which can be shown to the guard on request. Deployment of Guards/Gunmen/Security Supervisors will be discussed with the concerned authorities of the institute and deployment will be as per the instructions of the authorities of the Institute/ the contractor and the same will be monitored personally by the concerned authorities/ the contractor from time to time and will be responsible for its optimum utilization.
- f) Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably decided and informed to the Contractor
- g) As part of the duty, it will be incumbent upon the Security Supervisor/Guard to take round of all the important and sensitive points of the premises as also advised by the Institute.
- h) Security personnel shall also ensure door keeping duties.
- i) The Guards on duty will also take adequate traffic management of the Institute and take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the Institute and of the visitors.
- j) Entry of the street-dogs, stray cattle's and any other animal into the premises is to be prevented. It should be at once driven out.
- k) The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises and ensure the same are safeguarded.
- 1) The guards on patrol duty will take care of any Gas leakages and will also monitor the route of the IGL piping for any digging activities.
- m) It should be ensured that flower plants, trees and grassy lawns are not damaged.
- n) In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Institute. Guards/Supervisors should be sensitized for their role in such situations.

- o) The Security Supervisor/Guards are required to display mature behavior, especially towards female staff and female visitors. They must be courteous and polite at all the times. The Agency shall be responsible for the overall conduct and behavior of its employees. If any employee of the Agency is found misbehaving with the supervisory staff or any other staff member/ student/ visitors of the Institute, it shall terminate the services of such employees on the recommendation of the Security Officer or any other officer designated by the Director, IIIT-Delhi. The Agency shall issue necessary instructions to its employees to act upon the instructions given by the supervisory security staff of the Institute.
- p) The Security personal on duty shall not leave the premises until his reliever reports for duty. The Agency shall be liable to make substitute arrangement in case of the absence of the Security personnel. Similarly, the Agency have to make substitute arrangements in case of the weekly offs, and no extra payment shall be payable on this account. The Agency shall man all the security points/posts and other locations as specified by Institute on all days of the week. No short leave or meal relief shall be permitted to the Security personnel unless the Agency provides substitute without any extra payment. The Agency has to keep sufficient number of leave reserve.
- q) The contractor will be required to provide regular training to the Security personnel on Fire training for hydrants and fire extinguishers, communication, telephone handling, material in / out procedures, search procedure, emergency procedures and evacuation procedures
- r) The contractor will plan and implement once in 3 months mock drill by simulating fire alarms and evacuation of the buildings. This will be done in consultation with the authorities of the Institute. The Security agency will identify the assembly points and mark these permanently. The Contractor shall also conduct mock-drills for the benefit of the employees and other contractual staff.
- s) If asked by the authorities of the Institute, guards will be deployed in the morning hours on the approach road for the traffic management.
- t) The incoming diesel for the DG sets will be verified for its accuracy and on random occasions the same to be checked for the adulteration.
- u) For procurement of the diesel, one guard will escort the rickshaw/ vehicle from petrol pump to the institute. The escort guards will be frequently rotated.
- v) After Institute's working hours, the guards shall undertake a round of every floor and room to ensure that all the assets like furniture etc are in existence / in place. The guards will also ensure that all these rooms (classroom, faculty, meeting, conference rooms) are locked when not in use. It also needs to be ensured that before locking up rooms the electricity points are not switched on or are in idle mode.
- w) The Security Supervisor will have complete and comprehensive control on the keys management of all the internal and external doors, lockers, pedestals etc. in consultation with the authorities of the Institute. A detailed register must be kept up to date at all the times. The Agency shall ensure that at no time, any security point is left unmanned. A register shall be maintained by the Agency at every gate/point where round the clock duty is performed.
- x) The security supervisor will maintain all the registers, which are kept at the main gate and other points.

- y) The Security Supervisor will provide daily reports and Incident Reports about the status of the security in the campus, their manpower, absentees, gate passes, visitor movement etc. Appropriate records in reference to above shall be maintained by the agency at its own cost.
- z) The Security guard should immediately report to the Security Supervisor and Institute Authorities any unusual incidents or hazardous conditions.
- aa) To ensure that no hawkers, marketing persons or vendors are allowed into the campus without permission.
- bb) The bidder should assist Fire Department, Medical services, and Police agencies, as necessary. Must have the telephone numbers of the nearest Police Station, Fire Station, Ambulance, etc. for the sake of emergency if any.
- cc) Any other provisions as advised by the Institute may be incorporated in the agreement. The same shall also be binding on the contractor.
- dd) The agency shall also provide following items/articles at its own cost:
 - a. Torches and cells to the security personnel on night duty.
 - b. Duty charts at specified locations for inspection
 - c. Raincoats to their security personnel for rainy season.
 - d. Stationery and allied items for the keeping of records.
 - e. Uniform ,whistle for the personnel on duty.
 - f. Bent rod (Lathi) to guards.
 - g. Winter coat /gear with gloves and cap for guards/supervisor/assignment manager
 - h. Regular keypad phone on each post with each guard, Smart phones may be disallowed in Campus.
 - i. Ceremonial dress for Guards for major events/VIP functions
 - 1. The Agency shall not quote less than the minimum mandatory rate/ wages as per prevailing rates of Delhi Admn/ Govt. In the event of revision of rates by Delhi Administration at any time, the same rates will accordingly be revised. The 'Onus' for producing the copy of notification of Delhi Administration, will be responsibility of the Agency. The payment should be made by e-transfer and a record of that should be kept in a register shared with IIITD before 7th of each month which may be examined by the Institute at any time. In case the Agency fails to make timely payments to its employees, or any employee of the Agency reports to the Institute regarding non-payment of dues, the Institute on being satisfied of the complaint shall pay the employees of the Agency. In case of ESI and EPF, the Agency shall produce original challans/ receipts to E-II Section for verification & records and shall submit a photocopy thereof.
 - 2. The Agency shall abide by all laws of the land including, Labour Laws (ESI, PF, Income Tax, Service Tax or any other extra taxes levied by the Government), Companies Act, TAX Deduction liabilities, Welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Agency, and it shall not involve the Institute in any way whatsoever.
 - 3. The Agency shall not appoint any other Agency or third party to carry out any obligation/ task/function, under the contract.

- 4. The Agency shall maintain an Incident /Occurrence Book which will be made available to the supervisory staff of the Institute.
- 5. The Agency shall provide the details of the staff, proposed to be deployed in the form of a database in both hard & soft form and also provide a local police clearance certificate, as per following format at later stage in case the contract is awarded.

S.no	
Name	
Father's Name	
DOB	
Qualifications	
Experience	
Residential Address	
Mobile/ Telephone Number	
Recent Passport Size Photograph	
Remarks	
Ex-Serviceman	
Civilian	

- 6. The Agency shall be responsible for all/ any injuries and accidents to persons employed by it. It will also cover, through an Insurance Policy, its personnel for personal accident whilst performing the duty.
- 7. The Agency shall be responsible for the overall conduct and behavior of its employees. If any employee of the Agency is found misbehaving with the supervisory staff or any other staff member/ student/ visitors of the Institute, it shall terminate the services of such employees on the recommendation of the Security Officer or any other officer designated by the Director, IIIT-Delhi. The Agency shall issue necessary instructions to its employees to act upon the instructions given by the Supervisory Security staff of the Institute.
- 8. The Agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to it by the Institute and shall not knowingly lend to any person or Agency any of the effects or assets of the Institute under its control.
- 9. In the event of any loss being caused to the Institute on account of negligence/ dereliction of duties by the Agency or Agency's employee that shall be established after a joint inquiry comprising of the representatives of the Institute and the Agency. The recommendation of such Joint committee is subject to the approval of the Director, IIIT-Delhi or his nominee and the final decision shall be binding on the Agency.
- 10. The Agency may have a Public Liability Insurance Policy Cover.
- 11. The Agency will not be held responsible for the damages cause to the property of the Institute due to natural calamities like lightening, earthquake, floods etc.
- 12. The Agency shall not appoint any other Agency or third party to carry out any obligation/ task/function, under the contract.

- 13. The Agency shall take day to day instructions from the Security Officer or his Deputy, in his absence, of the Institute.
- 14. If the Agency fails to implement the assigned jobs or parts of the Standard Operating Procedures to the satisfaction of the Director/Registrar of the Institute or any officer nominated by him on any day in any part of the areas assigned, the Agency shall be penalized by imposing a fine of <u>Rs.600/- (Rupees Six Hundred)</u> as penalty per day. The penalty shall continue for successive days till the satisfaction of the authorities. The Agency shall provide replacement in case the employee of the Agency is proceeding on leave. This will be at no additional expense to the Institute. In case of any absence the Agency shall be penalized by imposing a fine of <u>Rs.600/- (Rupees Six Hundred)</u> per Guard/ Supervisor per day in addition to that day's salary. This will also be in addition to the claim of the Institute as mentioned above .The amount of penalty will be deducted from the monthly bills.
- 15. None of the employees of the Agency shall enter into any kind of private work at any location of the Institute during working hours or otherwise, failing which, penalty as stipulated in the above terms and conditions shall be imposed. The employees should not be put in different shifts at other locations & they should not be employed by other agencies to do so also.
- 16. The Agency shall not quote less than the minimum mandatory rate/ wages as per prevailing rates of Delhi Admin/ Govt. In the event of revision of rates by Delhi Administration at any time, the same rates will accordingly be revised. The 'Onus' for producing the copy of notification of Delhi Administration, will be responsibility of the Agency. The payment should be made by e-transfer and a record of that should be kept in a register which may be examined by the Institute at any time. In case the Agency fails to make timely payments to its employees, or any employee of the Agency reports to the Institute regarding non-payment of dues, the Institute on being satisfied of the complaint shall pay the employees of the Agency directly and suitable deductions shall be made from the amount to be paid to the Agency. In case of ESI and EPF, the Agency shall produce original challans/ receipts to E-II Section for verification & records and shall submit a photocopy thereof.
- 17. The Agency shall transfer the salaries of the guards on or before 7th day of every month failing which a fine may be imposed on the agency on a per day basis as per decision of the In charge/Govt . norms as implemented if any.
- 18. The Agency shall abide by all laws of the land including, Labour Laws (ESI, PF, Income Tax, GST or any other extra taxes levied by the Government), Companies Act, TAX Deduction liabilities, Welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein,viz Gratuity, Bonus payments etc though any such onus shall be the exclusive responsibility of the Agency, and it shall not involve the Institute in any way whatsoever.
- 19. The manpower proposed to be deployed by the Agency shall be subject to screening by the Institute, to ascertain their suitability and skills. Before deploying a person in the Institute, the Agency shall furnish complete particulars and obtain written approval of the designated officer of the Institute on a Performa to be collected from Security Office, IIIT-Delhi.

- 20. Institute reserves the right to ask and require the Agency to remove any person deployed by the Agency, without assigning any reason/ notice.
- 21. The Agency shall supply trained manpower. The Agency shall also undertake at its own expense, in consultation with the Institute, a continual updating of skills and processes and procedure to be followed by the Security Staff provided to the Institute by organizing suitable training schedules for them. The Agency shall also provide a tentative schedule/ plan for training its staff for one year. A proper record of the training and updating skills of permanent security staff of Institute in consultation with the Security Officer of the Institute at no additional expense to the Institute. The Institute agrees to provide Space/Lecture Hall for such a training programme. The manpower supplied by the Agency shall also be trained on the existing Fire detection and Alarm system and Fire Fighting Systems installed in the Institute. In case of an outbreak of fire they should be able to undertake fire-fighting operations. The Staff selected for deployment will compulsorily undergo ON-SITE Training (On joining training) for at least 03 days under Agency's arrangements and expense.
- 22. Duration of the contract shall be for three years extendable every year subject to yearly review by the Institute authorities/ committees and in case the jobs performed are not found to be satisfactory, the contract shall be terminated even before THREE YEARS by giving notice of one month to this effect. The Institute may terminate this agreement by giving one month's notice in writing to the Agency, at any time during the contract, without assigning any cause. The Agency may also terminate this agreement by giving three months' notice in writing to the Institute, without assigning any cause. A record of every lapse, small or big, will be maintained by the Institute Authorities & a weekly meeting of the representative of the Agency with Estate/Security Officer will be held and minutes of the same recorded for compliance. A monthly meeting with the Branch Manager will be held for follow-ups.
- 23. The Agency shall supply uniforms (all weather) with name plates to the persons engaged by it. The Institute shall not allow any employee of the Agency to work inside the Institute without uniform except in cases wherein specifically asked for. The uniform should be in good condition & not torn/ worn-out/ faded.
- 24. The Agency shall ensure that all their deployed guards have uniforms before onset of summer/ winter. If a security guard is found without any required item, the agency shall be penalized Rs.600/- (Rupees Six hundred) per person.
- 25. The Agency shall get the identity card of each employee countersigned by the Security Officer of the Institute. In case the services of any employee are terminated, his/ her Identity Card shall be handed over to the Security Officer of the Institute for destruction. The staff leaving the services due to any reasons will have to procure 'No Dues' from the Security Office before leaving.
- 26. The Security Guards and Security Supervisors shall be normally required to work in three shifts basis. The authority to change this will lie with the Chief Security Officer depending on requirement and urgency of situations as & when occur. No Security Guard/ Supervisor will be allowed to perform double duty/ continuous basis unless authorized by the Security Officer of the Institute.

- 27. No employee of the Agency shall work for more than 27 days in a month or as specified by Labour Laws.
- 28. The Agency will get all the staff on its roll at IIIT-Delhi, verified of their antecedents through Delhi Police and a certificate to this effect be furnished by the Agency to the Institute within 3 months of initial deployment. The Agency should maintain proper record/ documents of the same. These documents are required to be produced to the Institute whenever required.
- 29. The Agency shall have a registered office in Delhi/ NCR. It should be a professionally run organization and not a garage operation. The office shall have effective communication facilities like telephone, pagers, Mobile Telephone, e-mail, Wireless system and Vehicles and the Agency should have a 24 hrs. manned control room with QRT, to ensure a quick response.
- 30. The Agency shall have proper standard and procedures of recruitment and training. The Agency will provide a copy of Training Manual for inspection to IIIT-Delhi authorities. The training Institute of the Agency should be duly approved under PSARA 2005.
- 31. The Agency shall have a proper system for checking the guards on duty, day & night for every shift. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified. A daily report has to be submitted to the Security/Estate Officer. The Agency should supply Guard Check Books to all guards post wise at its own cost. All such records shall be subject to scrutiny by the Institute. The agency shall have an ERP system in place to check the MIS for all staff deployed at IIIT-Delhi in different time slots along with the details of their posting/ location.
- 32. Agency will apply to the Labour Commissioner for obtaining a labour license and will submit a copy of license to Establishment-II Section within 60 days from the date of issue of the award of contract.
- 33. The Agency shall employ & post one "Field Officer" and one "Senior Manager" experienced in the field of security at the Institute premises at its own cost for taking care of queries/ matters relating to general discipline, incidents, accidents relating to the Agency and its employees and also for immediate interaction with the Institute authorities.
- 34. That no right, much less a legal right shall vest in the Agency's workers/ employees to claim/ have employment or otherwise seek absorption in the Institute nor the Agency's workers/ employees, shall have any right whatsoever to claim the benefits and emoluments that may be permissible or paid to the employees of the Institute. The workers will remain the employees of the Agency at all the time and this shall be solely the responsibility of the Agency to make it clear to their workers before deputing on work at the Institute. Such a stipulation shall also be mentioned in the appointment letter, or any similar document which may be issued to workers/ employees of the Agency.
- 35. The Agency would ensure that no person deployed by the agency shall demand or solicit or accept any gift or tip or gratification or reward in any form from student/ employees/ visitors of the Institute or vice versa.
- 36. The Agency shall conduct firefighting drill & mock drill on monthly and quarterly basis respectively.

- 37. Complementary service by any service provider is not acceptable. If any service provider quotes the Agency Service Charges which is unjustified, it shall not be treated as a valid quote and shall result in summarily dismissal of the financial bid even though the service provider is otherwise technically qualified.
- 38. The Firm/ Agency will not demand any type of deposit (in any form) from the Outsourced Service Personnel. If it is found true at any point of time, appropriate action will be taken against selected Firm/ Agency.

We have read the above scope of the work and agree to follow them.

Signatures of Authorized

Personnel

Signatory Name:

Stamp:

Detail of Man-Power Required at Different locations

Sr. No.	Post Name	Total
1	Gate No. 1	5
2	Gate No. 3	2
3	Gate No. 4	3
4	Gate No. 6	2
5	Boys Hostel	3
9	Boys Hostel B1	3
6	Girls Hostel	6 (Lady Guard)
7	Girls Hostel G1	3 (Lady Guard)
8	Girls Hostel G2	3 (Lady Guard)
10	Dining Hall	3
11	Academic Block	3
12	Library Block	3
13	Faculty Residence	3 (2 L/g + 1 Guard)
14	Lecture Hall Complex	3
16	R & D Block	3
17	New Faculty Residence	3
18	H-1 Hostel	6 (Lady Guard)
19	H-2 Hostel	3
20	Sports Block	3
21	Patrolling	4
	Total	69
22	Supervisor	4
23	Assignment Security Manager	1

Tentative Security Deployment Schedule

Note: The deployment would be reviewed from time to time.

ANNEXURE IV

Physical Standards and Qualifications: The employees of the Agency shall be of good character and of sound health and double vaccinated.

a. Security Guard Ex Servicemen:

- i. Age: Not more than 55 years.
- ii. Character: Very Good
- iii. Education Qualifications: Army first class or matriculate.
- iv. Physical Standards: Height 5 ft 7 inches minimum (except hill tribes) & physically fit Chest 80cms with expansion of 4cms
- v. Should be able to read & write HINDI & ENGLISH

b. Security Guards Civilians:

- i. Age: Not less than 21 years & not more than 50 years.
- ii. Character: Good
- iii. Education Qualifications: minimum Matriculate
- iv. Physical Standards: Height 5 ft 6 Inches minimum & physically fit
- v. Chest 80cms with expansion of 4cms
- vi. Minimum experience 2 years of security.
- vii. Should be able to read & write HINDI & ENGLISH

c. Supervisors:

- i. Age: Not more than 55 yrs in case of Ex Servicemen & 50 yrs in case of Civilians.
- ii. Character: Exemplary in case of Ex-Servicemen and Good in case of Civilians
- iii. Education Qualifications: JCO rank in case of Ex-Serviceman & Minimum graduates in case of a civilian with at least 3 years' experience. In case of exceptionally Good Supervisors having 8 years' experience, education qualifications of Sr. Secondary will be acceptable. Preference will be given to Computer literate Supervisors.

d. Assignment Security Manager:

- i. Age: Not more than 55 yrs
- ii. Education Qualifications: Graduates
- iii. Experience in handling of: Security, Access Control Systems, CCTVs and recorders, Fire alarm and fighting, Computers, Communication and Wireless. Preference will be given to Computer literate.,

The Guards may be supplied in the ratio of 10% Ex-serviceman and 90% civilians. The Institute will have liberty to change this ratio, should the Institute consider this change necessary for better security. In addition the Institute will have liberty to increase/ decrease the total number of Guards by giving at least one week's notice to the Agency at any time as per its requirements.

It would be desirable that the Security Staff provided should have knowledge of Fire Fighting, First Aid, Scooter/ Motor Cycle/ LMV Driving & handling wireless communication equipment and computers. All Guards & Supervisors should have working knowledge of HINDI & ENGLISH.

The Agency shall provide the details of the staff, proposed to be deployed in the form of a database in both hard & soft form and also provide a local police clearance certificate, as per following format at later stage in case the contract is awarded.

S.no
Name
Father's Name
DOB
Qualifications
Experience
Residential Address
Mobile/ Telephone Number
Recent Passport Size Photograph
Remarks
Ex-Serviceman
Civilian

Annexure- V

<< Organization Letter Head >>

Total Annual Turnover Declaration sheet

We,_____hereby certify that total Annual Turnover (the agency should have an annual turnover of minimum Rs.5 Crores (Rupees Five Crores Only) for each of the last 3 years i.e. 2017-18, 2018-19 & 2019-20)

S. No	Year	Annual Turnover (In Figures)	Annual Turnover (In Words)
1	2017-18		
2	2018-19		
3	2019-20		

(Copies of Balance Sheet and ITR duly certified by Charted Accountant enclosed with this certificate)

(Signature of the Tenderer) Name:

Seal of the Company

EVALUAT ION CRITERIA FOR TECHNICAL BID & FINANCIAL BID

Only technically qualified bids will be considered for opening of opening of financial bids.

۱	Prec	requalification / Technical of Bidder:-								
	Sl.	Documents asked for	(Please attach the							
			relevant documents							
			in support.)							
			Page number at							
			which document is							
			placed							
	1	Tender cost Rs.2000 + 18% GST /-= Rs.2,360 in the form of a								
		demand draft/ pay order in favor of IIIT-Delhi Collections								
		which is non-refundable								
	2	EMD of Rs. 4,80,000 in the form of FDR/DD/Bank Guarantee								
		issued by any scheduled bank in favor of IIITD Collection								
		Accounts								
	3	One self-attested recent passport size photograph of the								
		Authorized person of the firm/agency, with name, designation,								
		and address and office telephone numbers. If the bidder is a								
		partnership firm, name designation, address and office								
		telephone numbers of Directors/Partners also.								
	4	Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred								
		only) as per format prescribed in Annexure-VII).								
	5	The Agency should be solvency certificate from banker(s) for								
		the value not less than Rs 96,00,000/-								
	6	Self-attested copy of the PAN card issued by the Income Tax								
		Department with copy of Income-Tax Return of the last audited								
		financial year.								
	7	Self-attested copy of GST Registration No.								
	8	Self-attested copy of valid Registration number of the								
	0	firm/agency.								
	9	Self-attested copy of valid Provident Fund Registration								
-	10	number/NPS								
-	<u>10</u> 10	Self-attested copy of valid ESI Registration No. Self-attested copy of valid License No. under Contract Labor								
	10	(R&A) Act, 1970.								
-	11	Proof of valid DGR sponsorship or proof of being run by an Ex-								
	11	Serviceman/Ex-Paramilitary man (as applicable). License								
		issued by the controlling authority as required by Private								
		Security Agencies (regulations) Act 2005 Delhi and Delhi								
		Private Security Agencies (Regulation) Rules 2009.								
┢	12	Proof of experiences of last three financial years as specified in								
		clause 2 of the tender along with satisfactory performance								
		certificates from the Concerned employers.								
L										

A. Prequalification / Technical of Bidder:-

13	Annual turnover of minimum Rs.5 Crores (Rupees Five Crores	
	Only) with a certificate from CA mentioning the turnover of last	
	3 FY 2017-18,2018-19 and 2019-20 (Annexure V)	
14	Affidavit in support that firm has not been blacklisted from any	
	organization	
15	Brief on Training facilities as required by "Private Security	
	Agencies (regulations) Act 2005 Delhi and Delhi Private	
	Security Agencies (Regulation) Rules 2009.	
16	Undertaking to comply with all rules and regulations of "Private	
	Security Agencies (regulations) Act 2005 Delhi and Delhi	
	Private Security Agencies (Regulation) Rules 2009.	
17	ISO Certification of the firm	
18	Any other documents, as per ELIGIBILITY CONDITIONS:-	
	clause no-2	

B. Additional Information

Sl. No	Information to be provided	To be filled by the Bidder (Please attach the relevant documents in support.) Page number at which document is placed	Yes /No
1	Manpower on roll (average of last 3 consecutive years)		
2	Percentage of ex-serviceman on Rolls		
3	Percentage of Graduate Guards		
4	Percentage of 10 Pass guards		
5	Percentage of guards on rolls for more than 3 years.		
6	Experience of running Security services (in years) specified in clause no 2		
7	No. of Supervisory staff and trained Civilian/Ex- Military/Ex-Paramilitary personnel in the field of Security services (average of last 3 consecutive years)		
8	Experience if Government Academic Institutions last seven years		
9	Recommendation Letter (last Five years)		
10	Training methods deployed for capacity building / continuous skill up gradation of manpower		
11	Volume of work done during last three financial years as specified in clause 2 of the tender.		
12	Single work of more than Rs. 192 Lakh during last three years.		
13	Training set-up [No. of Trainers] Part-Time Full-Time Below JCO Rank Above JCO Rank		

Note: Photocopies of all necessary documents duly self attested must be attached for verification of the information provided.

(ON A STAMP PAPER of Rs.100/-) UNDERTAKING

To Registrar IIIT-Delhi Name of the firm/Agency

Sir,

- **1.** I/We hereby agree to abide by all terms and conditions laid down in tender document.
- 2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
- **3.** I/We abide by the provisions of Minimum Wages Act, Contract Labor Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
- 4. I/We do hereby undertake that complete security of the Institute shall be ensured by our Security Agency, as well as any other Point considered by our Agency. Our Security Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs.__Lakhs (Rupees in words). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.
- 5. I will produce the ESI & EPF deposited challan in the concerned institute every month, only for those security guards deployed in the institute.
- 6. I will also produce the proof of deposited Service Tax the Concerned institute.
- **7.** I will pay the Salary/ payment by /ECS or Account Payee cheque {Nationalized Bank (Govt. of India)} to the Employees in the presence of representative of Deptt. /Institute.
- 8. I will also comply with all rules and regulations as specified in "Private Security Agencies (regulations) Act 2005 Delhi and Delhi Private Security Agencies (Regulation) Rules 2009.

(Signature of the Bidder)	
Name and of the Bidder	
Address	
Telephone No.	

ANNEXURE-VIII

FORM OF BANK GUARANTEE FOR BID SECURITY/EMD (To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we (Name and address of Bank), (hereinafter called "the Bank") are bound having our registered office at (Name of the Institute) (hereinafter called "the Institute") in unto sum of Rs. for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents. WHEREAS (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated for providing Security Services (hereinafter called "the Bid").WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. (Amount in figures and words) as Performance Security against the Bidder's offer as aforesaid. AND _ (Name of Bank) have at the request of the Bidder, WHEREAS agreed to give this guarantee as hereinafter contained. WE further agree as follows:-

- 1. That the Institute may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Institute and the Bidder.
- 2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
- That this guarantee commences from the date hereof and shall remain in force till:
 a) The Bidder, in case the bid is accepted by the Institute, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.
 b. Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.
- 4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns. THE CONDITIONS of this obligation are:
 - i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of
 - Tender; or
 - ii) If the Bidder refuses to accept the corrections of errors in his bid; or
 - iii) If the Bidder having been notified of the acceptance of his bid by the Institute during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in para of the tender.
 - iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
 - v) If the contract is terminated for the reason that the agency is blacklisted in Government of NCT of Delhi or in any other State Governments/Union Government. WE undertake to pay to the Institute up to the above amount upon receipt of his first written demand, without the Institute having to substantiate his demand provided that in his demand the Institute will note that the amount claimed (i), (ii), (iii) (a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature and Address of Witness Bank

Signature of Authorized Official of the

Name of Official Designation ID No Name of Witness (Stamp/Seal of Bank

FORM OF AGREEMENT

THIS AGREEMENT is made on the day (Month) (Year) Between the IIIT-Delhi (hereinafter called "the Institute" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND

(Name and address of the contractor) through Shri , authorized representative (hereinafter called "the contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Security services to the (Name of the Institute) for providing safety, monitoring and surveillance of the Institute.

NOW THIS AGREEMENT WITNESSETH as follows:-

- 1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
- 2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - **a.** Letter of acceptance of award of contract;
 - **b**. Terms and Conditions;
 - **c.** Notice inviting Tender;
 - d. Scope of work;
 - e. Addendums, if any; and
 - f. Any other documents forming part of the contract.
- 3. In consideration of the payments to be made by the Institute to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Institute to execute and the Security services w.e.f_as per the provisions of this Agreement and the tender document.
- 4. The Institute hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. (Rupees in words).
- 5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.
- 6. The Contractor will produce the ESI & EPF deposited challan in the institute every month for personnel deployed in the institute.
- 7. The Contractor will also produce the proof of deposited Tax to the concerned institute.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor

For and on behalf of the IIIT-D

Signature of the authorized official Name of the official Stamp/Seal of the Contractor By the said Name on behalf of the Contractor in the presence of Witness Name Address

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamps Act of India)

- 1. THIS DEED of Guarantee made this day of
Bank) (hereinafter called the "Bank") of the one part and
Institute) (hereinafter called the "Institute") of the other part.(Name of the
(Name of the
(Name of the))
- 2. WHEREAS (Name of the Institute) has awarded the contract for Security services contract for Rs. (Rupees in figures and words) (hereinafter called the "contract") to M/s (Name of the contractor) (hereinafter called the "contractor").
- 3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. (Amount in figures and words).
- 4. NOW WE the Undersigned (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of (Full name of Bank), hereby declare that the said Bank will guarantee the Institute the full amount of Rs. (Amount in figures and words) as stated above.
- 5. After the Contractor has signed the aforementioned contract with the Institute, the Bank is engaged to pay the Institute, any amount up to and inclusive of the aforementioned full amount upon written order from the Institute to indemnify the Institute for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Institute immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Institute any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
- 6. THIS GUARANTEE is valid for a period of months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
- 7. At any time during the period in which this Guarantee is still valid, if the Institute agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Institute and at the cost of the contractor.
- 8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
- 9. The neglect or forbearance of the Institute in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Institute for the payment hereof shall in no way relieve the Bank of their liability under

this deed.

10. The expressions "the Institute", "the Bank," and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the day of (Month) (year) being herewith duly authorized. For and on behalf of the Bank.

Witness-1. Signature Name Address

Witness-2. Signature Name Address

DECLARATION BY THE TENDERER

The bidder/tenderer shall submit an undertaking on its letter head, duly signed and stamped, that none of the staff, faculty members, relatives, etc. of the Indraprastha Institute of Information Technology-Delhi are related directly or indirectly to any employees, Directors, or Key Managerial Personnel, etc. of the bidder/tenderer. In the event of the IIIT-D coming to know or pointed about the same, the bidder/tenderer undertakes to deposit a sum of Rs.5,00,000/- (Rs. five Lakh only) as a penalty with the Institute.

Such bidders/tenderers shall be liable to be blacklisted and announced on the website of IIIT-D.

(Signature of the Bidder) Name and of the Bidder_____ Address_____ Telephone No._____

Annexure-A

DETAILS OF STAFF DEPLOYED

S.no	Name of the Client with address	Period from-to	No. of EXSM Suprs.	No. of Civilian Suprs.	No. of EXSM Guards	No. of Civilian Guards	No. of Guards per Shift	Remarks

Signatures of Authorized

Signatory Name:

Stamp:

Annexure-B

Srl	Name of Educational Institute with Location	Period from-to	Total Area of the Educational Institute	No. of Students	No. of Guards/ Shift	No. of Supervisors /Shift

DETAILS OF STAFF DEPLOYED

Signatures of Authorized

Signatory Name:

Stamp:

PRICE BID FOR SECURITY SERVICES

S.no	Description	Male Security Guard- Semi skilled	Lady Guard- Semi skilled	Security Supervisor- Skilled	Assignment Security Manager - Graduate and above
А	Minimum wages				
В	Special Allowance	NA	NA	3000/-	8000/-
С	EPF at 13% on (A)				
D	ESIC at 3.25% on (A+B)				
Е	Relieving Charges at (16.67%) on (A)				
	Total cost				

*Rate quoted per person with detailed breakup such Basic, ESI, PF, Agency Charges, GST etc. for per month

SI.	Designation	Number of manpower required per day	Category of Worker	*Rate quoted per person with detailed breakup such Basic, ESI, PF, Agency Charges, GST etc. For per month
1	Security Guard	48	Semi-Skilled	
2	Lady guards	21	Semi skilled	
3	Security Supervisor	4	Skilled	
4	Assignment Security Manager	1	Graduate and above	
5	Total cost of (1 to 4)			
6	Agency Charges in % age of total Cost			
8	Total Cost (5+6)			
9	GST @%			
10	Total (9+10)			

- 1. The institute reserves the right to increase/decrease the guards/ supervisor/gunman at any point of time.
- 2. The Security Guard will be considered under the Semi-skilled category. Contractor shall provide uniformed and trained personnel and use its best endeavor to provide Security services to the Institute for providing safety, monitoring and surveillance. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labor (R&A) Act, weekly-off replacement charges, cost of uniform of personnel deployed by the contractor, all kinds of taxes, GST, etc. of the agency. The rate quoted will be for per shift of eight hours per person per day for 30/full month days working. If the minimum wages is revised by the Government of NCT of

Delhi/Government of India, the incremental wages, if applicable, will be provided.

3. The offers/bids which are not in compliance of Minimum Wages Act and any other Labor laws will be treated as invalid.

4. The contract is for one year extended for a period of another two years as mutually agreed upon under same terms and conditions.

- 5. The number of manpower required shown above is indicative and the actual quantity may vary.
- 6. The bidders may quote the rates in Indian Rupees.
- 7. All the columns shall be clearly filled in ink legibly or typed. The bidder should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the bidder shall disqualify the tender. The bidder shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.
- 8. All protocols/guidelines for preventing spread of Covid 19/ Cov2 SARS virus strains need to be followed by the Contractor/s as per Govt . / IIITD authorities Guidelines issued from time to time.
- 9. The vendor shall also provide the detailed breakup of the salary of security personnel with likely salary in hand.