

Ref: SIS/RO/DEL/2023 - 70

Dated: 13th February 2023

To,
The Registrar
Indian Institute of Technology
Hauz Khas,
New Delhi – 110016

Ref: Your letter no. IITD/AREG/121618 Dated: 09th February 2023

Subject: Regarding acceptance of Terms & Conditions mentioned in the Tender Notice GeM Bid Document Bid No. GEM/2022/B/2448760 Dated: 18/08/2022 and Notice Inviting Tender

Madam,

We are thankful for considering us as your security partner and giving us the opportunity for providing security services at your esteemed campuses located at Delhi and Sonapat.

We are acknowledging the receipt of your letter as mentioned above and giving our acceptance to the Terms & Conditions mentioned in the Tender Notice GeM Bid Document Bid No: GEM/2022/B/2448760 Dated: 18/08/2022 and Notice Inviting Tender.

We are also requesting to provide Form – III to obtain the licence under CL(R&A) Act 1970.

We are herewith submitting the below mentioned documents:

1. Duly signed draft contract paper.
2. Non-Judicial Stamp Paper of Rs. 100/-.

Submitted for your information and needful actions please.

Yours faithfully,

For SIS Limited


(Sunil Kumar)
Senior Vice President
Delhi Region



Enclosure: As above



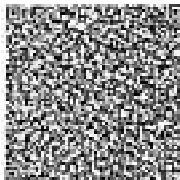
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL62145530033012V
Certificate Issued Date	: 13-Feb-2023 01:15 PM
Account Reference	: IMPACC (IV) dl775903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL62145530033012V
Purchased by	: SIS LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SIS LIMITED
Second Party	: IIT DELHI
Stamp Duty Paid By	: SIS LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

Stamp paper
used for signing the agreement,
is attached as Annex. III.

For SIS Limited

Sunil Kumar

Senior Vice President, Delhi Region

Stamping Note:

- The authenticity of the stamping certificate should be verified at www.shrestamp.com/ or using e-Stamp Mobile App of Stock Holding Corporation of India.
- The authenticity of the stamping certificate and its availability on the website / Mobile App renders it invalid.
- The validity of stamping the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.

Agreement - 01

AGREEMENT

THIS AGREEMENT is made on this 11th day of February 2023 at New Delhi

Between Indian Institute of Technology Delhi, Hauz Khas, New Delhi-110016, represented by its Registrar (hereinafter referred to as "Institute" which expression unless excluded or repugnant to the context be deem to include its successors and assigns) and whose principal place of office is at Indian Institute of Technology Delhi, Hauz Khas, New Delhi-110016 of the ONE PART.

AND

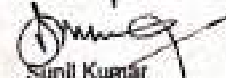
M/s. SIS Limited having its registered office at B-88, 2nd Floor, Defence Colony, Ring Road, New Delhi-110024, represented by Mr. Sunil Kumar who have been duly authorized for this purpose by the resolution of its Board of Directors dated 21 Dec 2021 (hereinafter referred to as "the Agency") which expression shall unless exclude by or repugnant to the context be deemed to include its successors, executors, administrators and representative) of the OTHER PART.

NOW THIS AGREEMENT WITNESSES as follows:-

- I. WHEREAS the Institute invited bids through GeM vide Open Tender Notice No. GEM/2022/B/2/2448760 dated 18.08.2022 and Notice Inviting Tender attached (therewith called Tender notice hereafter) for providing security outsourced manpower at its Hauz Khas and Sonapat Campuses.
- II. AND WHEREAS the Agency submitted its bid against the said Tender Notice in accordance with the procedure mentioned along with the bid document and represented therein that it fulfills all the requirement and has resources and competence to provide the requisite services to the Institute.
- III. AND WHEREAS the Institute has selected M/s. SIS Limited as the successful bidder ("the Agency") pursuant to the bidding process and offered the contract vide its Letter No.IITD/AREG/2023/121618 dated 09.02.2023.
- IV. AND WHEREAS the Institute desires that the outsourcing manpower services (as defined in the Tender Documents) be provided, performed, executed, and completed by the Agency, and hereby engages the Agency for carrying out such services, which is accepted by the Agency.
- V. AND WHEREAS the Agency acknowledges that the Institute may enter into the contract with other Agencies/ parties for the security outsourcing manpower services of its premises in case the Agency falls into breach of the terms and conditions as stipulated in the Tender Documents or otherwise and the agency shall waive all its claim whatsoever in this regard in such eventuality.
- VI. AND WHEREAS the terms and conditions of the Contract have been fully agreed between the Institute and the Agency as parties of competent capacity and equal standing.
- VII. AND WHEREAS the Agency has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Notice as well as in this agreement for providing security outsourcing manpower for services in the Institute's Hauz Khas, New Delhi and Sonapat Campuses.



For SIS Limited


Sunil Kumar

Senior Vice President, Delhi Region

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VIII. **AND WHEREAS** the Agency shall be responsible for payment of Good & Service Tax with concerned Govt. Authority (copy of separate E-Challan and Bank receipt of GST of previous months, Separate E Challan of EPF/ESIC and Bank receipt of previous month to be provided by the Agency). The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Good & Service Tax charged in the said bill.

IX. **AND WHEREAS** the Institute and the Agency agree as follows :

1. The following documents (referred to herein as the Tender Documents) shall be deemed to form and be read and construed as part of this Agreement
 - (f) Open Tender Notice GeM Bid Document, Bid No.GEM/2022/B/2448760 dated 18.08.2022 Notice Inviting Tender , its attachment and addenda, if any issued by the Institute, containing the detailed terms and conditions.
 - (g) Any other documents forming part of this Contract Agreement till date (Performance Bank Guarantee, Bank Guarantee)
 - (h) Offer issued by the Institute vide No.IITD/AREG/2023/121618dated 09.02.2023
 - (i) The Complete Bid, as submitted by the Agency
 - (j) Supplementary Agreements, if any, executed from time to time.
2. Any changes /modifications/ amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed to by both the parties and such supplementary agreements shall be binding on both parties and shall form the part of this contract agreement.
3. This Contract shall be governed by and construed in accordance with the Laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the conditions of Contract and the Tender Documents.

X. **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Agency


(Authorized Signatory)
Sunil Kumar
Senior Vice President
SIS Limited
B-88, 2nd Floor, Defence Colony
New Delhi-110 024
Witness: 2


(Bhaleksh Tadav)
T. R. Mohan
(Assistant Manager)
SK

Signed on behalf of Indian Institute of Technology, Delhi

(Registrar)

Witness: 1 

Witness: 2 

REGISTRAR
Indian Institute of Technology Delhi
Hauz Khas, New Delhi-110016

For SIS Limited


Sunil Kumar
Senior Vice President, Delhi Region

4. M/s. SIS Limited should carefully go through the provisions of the said Tender notice and the draft agreement attached herewith, immediately acknowledge the receipt of this letter, convey their acceptance of the offer at the earliest not later than 03 days, return a copy of the draft contract attached, duly signed by their authorized signatory on each page, and provide the Stamp Paper as stated above, so that further necessary action to execute the contract is initiated.

5. The Agency shall transfer the salaries (and other emoluments if any) of the guards on or before 7th day of every month failing which a fine of Rs. 15,000/- (Rupees Fifteen Thousand) will be imposed on the agency on a per day basis. The agency may note that the detailed procedure for processing of monthly salary bills (including EPF, ESI & GST) to be raised by the agency on account of deployment of outsourced staff shall be as per attached agreement and Tender notice. Incomplete bills, if any, will be returned back to the Agency. However, the Institute shall correct (increase or decrease) the rates of statutory payments if there is a variation in the rates quoted by the Agency and those notified by the Govt. Provided that it shall be the responsibility of the Agency to promptly bring the aforesaid variation to the notice of the Institute. Further, the Institute shall not be bound by the stipulation for making payment of the Agency's bills within 15 days of receipt, in the event that the documents in support of the claim are not found in order on scrutiny. Also, separate bills shall be submitted by the agency in respect of Security services deployed at:

- (i) IIT Delhi, Hauz Khas Campus
- (ii) IIT Delhi Sonapat Campus.

Request for manpower deployment shall be received from, and bills in respect of the above two, shall be submitted, by the agency, to (i) The Registrar, IITD, and (ii) Prof In-charge, Sonapat Campus, IITD, respectively, only.

6. Initially the total number of Guards/Supervisor requirements for IIT Delhi Hauz Khas Campus and Sonapat Campus is as under:-

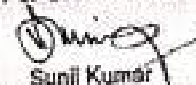
S.No.	Category of Guard/ Supervisors	Tentative No. of Guards/Supervisors (Actual number may vary)
1.	Security Guard Civilian	250
2.	Security Guard Ex. Serviceman	25
3.	Security Supervisor Civilian	25
4.	Security Supervisor Ex. Serviceman	03

Note : No of Guards/ Supervisors may vary and some of them may be deputed at IIT Sonapat Campus.

M/s. SIS Limited shall have to remit within five days of award of contract, a performance security, in the form of a Bank guarantee from a nationalized bank, of an amount of 3 crore (Rupees Three Crores only). In case the contract values exceed the above amount during the currency of the contract, additional proportionate performance security will be provided by the M/s. SIS Limited within 10 days of communication by the Institute in this regard. The bank guarantee shall be in favour of "Registrar, IIT Delhi" and shall be valid throughout the period of contract and till 60 days beyond the date of completion of all contractual obligations of the agency. In the event of the invocation of the bank guarantee for any reason, the agency shall ensure that the bank guarantee is replenished to the extent required to keep the aforesaid amount secured. It may be noted that the above amount is tentative and that the billing shall be done as per actual deployment by M/s. SIS Limited.

7. M/s. SIS Limited shall be responsible for fulfilling and complying with the requirements of all statutory provisions of applicable statutes including, but not limited to, Maternity Benefits Act, 1961, Industrial Disputes Act 1947, Contract Labour (Regulation & Abolition) Act, 1970, at their cost and risk in respect of staff deployed by them in the Institute on outsourcing basis. M/s. SIS Limited shall keep the Institute indemnified at all times against any form of claim, dispute, litigation of any nature

For SIS Limited


Sunil Kumar

Senior Vice President, Delhi Region

thatsoever, by outsourced security staff deployed by them. It is hereby clarified and reiterated that the outsourced staff are not the employee(s) of the Institute but that of the Agency and this stipulation shall be made clear by the Agency to all the deployed staff. M/s. SIS Limited shall sign an Indemnity bond in the format attached (Annexure-IV). The Institute reserves the right to withhold payments / release of performance bank guarantee for securing this purpose even after the expiry or sooner determination of this agreement.

8. M/s. SIS Limited will have to comply with all the terms and conditions of the tender document as well as the attached contract, failing which the contract may be terminated forthwith and the Institute also reserves the right to take appropriate action against the Agency, including but not limited to blacklisting, debarring, etc.

9. M/s. SIS Limited may peruse the attached contract and convey their acceptance of this offer, along with a non-judicial stamp paper of Rs.100/-, at the earliest not later than 03 days.

Yours faithfully,


(Dr. Deepika Bhaskar)
Registrar

Encl:

- (1) Bid document & Notice Inviting Tender dated 18.08.2022
- (2) Draft Contract
- (3) Indemnification bond
- (4) A copy of the Financial Bid submitted by SIS Limited

For SIS Limited


Sunil Kumar

Senior Vice President, Delhi Region

Bid Document

Bid Details	
Bid End Date/Time	01-09-2022 20:00:00
Bid Opening Date/Time	01-09-2022 20:30:00
Bid Offer Validity (From End Date)	180 (Days)
Ministry/State Name	Ministry Of Education
Department Name	Department Of Higher Education
Organisation Name	Indian Institute Of Technology (IIT)
Office Name	Huaz Khas Delhi
Item Category	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard , Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Security Supervisor
Contract Period	3 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)	1200 Lakh (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	3 Days
Estimated Bid Value	279533268
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	1.36

EMD Amount	3801652
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ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months)	38

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Registrar
Indian Institute of Technology Delhi, Hauz Khas, New Delhi-16
(Indian Institute Of Technology Delhi)

Splitting

Bid splitting not applied

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
3. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

Annual turnover Required by Buyer in Crores:Average Annual Turnover of Rs. 12 Crores of the last 3 completed years i.e. 2018-19, 2019-20, 2020-21 from Security Service business.

The Bidder should have executed at least X No. projects with contract value not less than yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:As per Annexure-II Clause (7) of Tender Document in ATC.

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:5000 manpower for 3 years

Geographic Presence: Office registration certificate:NCR Delhi

____ number or ____ % of existing consultants / deployed resources of the procurement department having a job satisfactory certificate, will be continued by the successful bidder/ Service Provider under the new contract also as per the Terms and Conditions of the new contract concluded on the basis of this bid. As per Terms & Conditions of the Tender document

Additional Conditions specific to this bid: Not Applicable

Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required: [660828240.pdf](#)

Scope Of Work For the Service: [1660816139.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As per clause 2 under Terms & Conditions of Tender Document	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):70:30

Presentation Venue: Board Room, IIT Delhi, Hauz Khas, New Delhi-16

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
25-08-2022 11:00:00	Committee Room of Central Library, IIT Delhi, Hauz Khas, New Delhi-16

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard (250)

Technical Specifications

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Skilled
Gender	No Preference
Duty Hours in a day	8
Qualification	High School
Ex Servicemen	No
Age Limit	Up to 50 years
Years of Experience	0 - 3 years
Additional Requirements for the Security Personnel	As per tender document
Add-on(s)	

Specification	Values
Additional Details	
Title For Optional Allowances 1	Washing Allowances per month

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of resources to be hired	Additional Requirement
1	Payal Soni	110016,Store Purchase Section, IIT Delhi Hauz Khas,	250	• Number of working days in a month : 26 • Bonus (INR per day) : 22.44 • EDLI (INR per day) : 0 • EPF Admin charge (INR per day) : 0 • ESI (INR per day) : 26.2 • Provident Fund (INR per day) : 75 • Non Mandatory Compliance 1 (in Rupees) : 300 • Non Mandatory Compliance 2 (in Rupees) : 0 • Non Mandatory Compliance 3 (in Rupees) : 0 • Tenure/ Duration of Employment : 36 • Basic Pay (Minimum daily wage) : 806

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard (25)

Technical Specifications

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Skilled

Specification	Values
Gender	No Preference
Duty Hours in a day	8
Qualification	Not Required
Ex Servicemen	Yes
Age Limit	Up to 55 years
Years of Experience	10 - 15 years
Additional Requirements for the Security Personnel	As per tender document
Addon(s)	
Additional Details	
Title For Optional Allowances 1	Washing Allowances per month

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of resources to be hired	Additional Requirement
1	Payal Soni	110016,Store Purchase Section, IIT Delhi Hauz Khas,	25	• Number of working days in a month : 26 • Bonus (INR per day) : 22.44 • EDLI (INR per day) : 0 • EPF Admin charge (INR per day) : 0 • ESI (INR per day) : 26.2 • Provident Fund (INR per day) : 75 • Non Mandatory Compliance 1 (in Rupees) : 300 • Non Mandatory Compliance 2 (in Rupees) : 0 • Non Mandatory Compliance 3 (in Rupees) : 0 • Tenure/ Duration of Employment : 36 • Basic Pay (Minimum daily wage) : 806

**Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential;
Security Supervisor (25)**

Technical Specifications

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Security Supervisor
Category of Skills	Skilled
Gender	No Preference
Duty Hours in a day	8
Qualification	Graduate
Ex Servicemen	No
Age Limit	Up to 50 years
Years of Experience	0 - 3 years
Additional Requirements for the Security Personnel	As per tender document
Addon(s)	
Additional Details	
Title For Optional Allowances 1	Washing Allowances per month

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of resources to be hired	Additional Requirement
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S.No.	Consignee/Reporting Officer	Address	Number of resources to be hired	Additional Requirement
1	Payal Soni	110016,Store Purchase Section, IIT Delhi Hauz Khas,	25	- Number of working days in a month : 26 - Bonus (INR per day) : 0 - EDLI (INR per day) : 0 - EPF Admin charge (INR per day) : 0 - ESI (INR per day) : 0 - Provident Fund (INR per day) : 75 - Non Mandatory Compliance 1 (In Rupees) : 300 - Non Mandatory Compliance 2 (In Rupees) : 0 - Non Mandatory Compliance 3 (In Rupees) : 0 - Tenure/ Duration of Employment : 36 - Basic Pay (Minimum daily wage) : 876

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Security Supervisor (3)

Technical Specifications

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Security Supervisor
Category of Skills	Skilled
Gender	No Preference
Duty Hours in a day	8
Qualification	Not Required
Ex Servicemen	Yes
Age Limit	Up to 55 years
Years of Experience	10 - 15 years
Additional Requirements for the Security Personnel	As per tender document
Addon(s)	

Specification	Values
Additional Details	
Title For Optional Allowances 1	Washing Allowances per month

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of resources to be hired	Additional Requirement
1	Payal Soni	110016,Store Purchase Section, IIT Delhi Hauz Khas,	3	- Number of working days in a month : 26 - Basic Pay (Minimum daily wage) : 1072 - Bonus (INR per day) : 0 - EDLI (INR per day) : 0 - EPF Admin charge (INR per day) : 0 - ESI (INR per day) : 0 - Non Mandatory Compliance 1 (in Rupees) : 300 - Non Mandatory Compliance 2 (in Rupees) : 0 - Non Mandatory Compliance 3 (in Rupees) : 0 - Provident Fund (INR per day) : 75 - Tenure/ Duration of Employment : 36

Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Generic

Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

4. Generic

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

5. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

6. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

7. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. **DOCUMENTARY EVIDENCE TO BE SUBMITTED.**

8. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

9. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

10. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

11. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

12. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed,
- Execution certificate by client with order value.
- Any other document in support of order execution like Third Party Inspection release note, etc.

13. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Please refer to the Tender document as added for all tender specific terms and conditions. Evaluation will be done as per the details mentioned in the tender document.

For any kind of ambiguity, the original tender document has to be referred.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

Dated: 18/08/2022

NOTICE INVITING TENDER

On-line Tenders are invited (through GeM) by Indian Institute of Technology Delhi for appointment of a Professional Security Agency for its Delhi and Sonipat Campus as per details as given as under.

Details of the item	Highly reputed well established & Professional Security Agencies
Tender Fees	NIL
EMD	Rs. 38 lakhs (Rupees thirty eight Lakhs) This amount is exempted from NSIC/ KVIC/ MSME registered organizations / firms who are registered to provide security services.
Tender Value	Tender value of Rs. 28 Crores (Rupees Twenty eight Crores Only)
Annual Turnover of the bidder	Annual Turnover of Rs. 12 Crores (Rupees Twelve Crores Only) or above for each of the last 3 completed years i.e. 2018-19, 2019-20, 2020-21 from Security Service business.
Performance Security	Bank Guarantee of Rs. 3 Crores (Rupees Three Crores Only)*
Pre-bid meeting	25 th Aug 2022 at 11:00 am at Central Library Committee Room, adjacent to IIT Delhi main Administration Block, Hauz Khas, New Delhi-16
Contact Person	Security Officer, Security Unit, IIT Delhi, Hauz Khas, New Delhi-16, Tel – 011-26591711, 011-26581653, email : sec_officer@admin.iitd.ac.in

* Rs. 3 Crores Performance Security has been kept in order to ensure three months' salary to be paid to the outsourced security guards by the Agency

Details of Guards / Supervisor for IIT Delhi Campus and Sonipat Campus as under:

S. No.	Category of Guards/ Supervisors	Tentative No. of Guards/ Supervisors (Actual number may vary)
1	Security Guard Civilian	250
2	Security Guard Ex. Serviceman	25
3	Security Supervisor Civilian	25
4	Security Supervisor Ex. Serviceman	3

Note: No. of Guards / Supervisor may vary and some of them may be deputed at IIT Sonipat Campus.

On-line Tenders from highly reputed well established & Professional Security Agencies capable of providing trained Security Guards as per above. The agency should be fulfilling each of the following criteria:

Minimum Eligibility Criteria

- a. The Agency must have been providing at least 90 trained security guards per shift of 8 hours at least one location in a University/ Academic Institute (excluding schools) in Delhi/ NCR (copy of agreement in support of the claim be provided).

- b. The Agency should have 5000 manpower on roll for last three consecutive years.
- c. The Agency should be able to provide at least 10% Ex-Servicemen and 10% Female Security Guards.
- d. The agency should have its Corporate / Regional office (physically) in NCR along with its training center with Training facilities as per PSARA.
- e. The Agency should be having valid ESI, EPF, PAN & GSTIN.
- f. 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.
- g. The Agency should have basic infrastructure in terms of Vehicles, i.e., Motorcycles/ Scooters, Cars/ Jeeps for Patrolling and electronic & non-electronic Gadgets.
- h. The Agency should be a member of a Professional Security Association.
- i. The Agency should be PSARA 2005 registered.
- j. The Agency should also have its own training School or tie-ups (MoU should be attached) for training of their personnel deployed duly approved under PSARA 2005.
- k. 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.
- l. The Agency should be able to provide a Performance Bank Guarantee of Rs. 3 Crores (Rupees Three Crores) during the currency of the contract which will be renewed from time to time as per further renewals of the contract, if any.
- m. The selected Agency will have to procure Contract Labour Licence form Labour Department, Govt. of NCT Delhi and Haryana Govt after being awarded the contract within 02 months.
- n. The Agency should be willing to give an Insurance cover for the losses of goods.
- o. The agency should have valid ISO – 9001-2015/ 2018 certification.
- p. Agencies which are currently blacklisted or debarred by GoI or any other entity or have been so blacklisted or debarred within the past 03 years will not be eligible to participate in the Tender process. The Agency shall furnish details of any legal suit/ legal action/ black listing, debarring, and pending inquiry especially with regard to any violation in the PF Act, ESI Act, Labour Laws, Income Tax, GST, etc. and are also required to specifically inform if there is any order staying the operation of any such adverse action. If there is no pending legal proceeding then an affidavit affirmed to this effect, as per format be furnished. In case any legal proceeding in respect of the above has been since disposed of, details of the same along with copy of final order be provided. Scrutiny and evaluation of the above information shall be done at the discretion of the Institute.
- q. The Bidder should have at least 10 years' experience of providing security services to Central/State Govt. Agencies including PSU/Autonomous Organizations and reputed Private Companies and also having executed minimum value of Rs.10.00 Crore of contract of providing security services in last three years (i.e. 2018-19, 2019-20 & 2020-21). Annual Turnover is Rs.30 Crores (Rupees thirty Crores Only) or above for each of the last 3 completed years i.e. 2018-19, 2019-20, 2020-21) from Security Service business. The bidder should submit a certificate issued by Chartered Accountant verifying the annual turnover.
- r. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted and registered who possess the required licenses, registrations (such as Private Security Agencies (Regulation) Act 2005-PSARA 2005).

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

1. The Tender document comprises of two parts, viz., (I) Technical bid, & Terms & Conditions for providing security services (II) Commercial bid (only service charge in % be mentioned by the agency in the GeM portal).

2. Initially, SHORT LISTING of the bids will be carried out based on the basic eligibility criteria (refer Annexure-II). The shortlisted tenderers will be invited on a notified date for a Technical presentation based on their assessment of IIT Campus (both at Delhi and Sonipat). As a part of technical evaluation, the PFC committee will make a visit to the office of the bidder (at a given time) for physical verification of security facilities. The time and date of opening of Financial Bids shall be intimated later through the GeM portal. The Financial bids of those agencies will be processed through the GeM portal who are declared qualified (i.e. securing minimum 70% marks in technical bid) by the Purchase Finalization Committee (PFC).
3. The tender is not transferable or assignable under any circumstances. Conditional or incomplete tenders will not be accepted. Tender in any other form other than the on-line form issued by IIT Delhi will not be entertained and will be summarily rejected.

No exemption on any of the tender clause will be there for Start-up companies, since IIT Delhi security tender is made for a professionally run security agency, who has the proven track record of minimum 10 years security service in India. A written order in this respect be obtained from the Registrar, IIT Delhi (for the purpose of uploading in the GeM portal).

TERMS AND CONDITIONS

1.	"SCOPE OF WORK" is as per 'Annexure-I'.
2	Evaluation Process is through GeM Quality and cost-Based Selection (QCBS) : The evaluation of the tender document will be done in three stages (i) Shortlisting based on basic eligibility as per Annexure-II. (ii) Technical evaluation (based on technical presentation and physical visit of the sites) and (iii) Finally through financial quote. The weightage for technical bid would be 70% and financial bid would be 30%. The breakup in respect of weightage for technical evaluation will be done as under : Technical evaluation will be done as per following: - Technical evaluation: 50 marks. (Based on overall presentation on innovative and technology-based security solution for IIT Delhi and its Sonipat campus which can ensure safety of IIT Delhi community at a reasonable cost. The agency presentation should also include welfare of security staff, complain redressal system, training facility for physical and mental health of security staff etc). - Physical visit of the bidders site and verification of all arrangements : 20 marks (based on physical verification of proposed security solution proposed at the time of presentation). - Agencies with 70% and or above score in technical evaluation will be allowed to participate in financials.
3	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/ injury whilst performing the duty.

4	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, the deployment of such employees shall be discontinued on the recommendation of the Security Officer or any other officer designated by the Director, IIT Delhi. The Agency shall issue necessary instructions to its employees to act upon the instructions given by the supervisory security staff of the Institute.
5	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 or permit the use of to any person or entity, any of the effects or assets of the Institute under its control, to any unauthorized person or entity. - In the event of any loss or damage being caused to the Institute on account of negligence/ dereliction of duties by the Agency or Agency's employee the same shall be established after a joint inquiry comprising of the representatives of the Institute and the Agency. Decision of the Committee shall be final and binding upon the agency and the Agency shall compensate the Institute for any such loss or damage. - The Agency may have a Public Liability Insurance Policy Cover. - 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.
6	The Agency shall not appoint any other Agency or third party to carry out any obligation/ task/ function, under the contract.
7	The Agency shall take day to day instructions from the Security Officer, IIT Delhi/ Security In charge of IIT Sonipat or his Deputy, in his absence, of the Institute.
8	If the Agency fails to implement the assigned jobs or parts of the Standard Operating Procedures to the satisfaction of the Director of the Institute or any officer nominated by him on any day in any part of the areas assigned, the <u>Agency shall be penalized by imposing a fine of Rs. 600/- (Rupees Six Hundred) as penalty per day per case. The penalty shall continue for successive days till the satisfaction of the authorities.</u> 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. <u>In case of any absence the Agency shall be penalized by imposing an additional fine of Rs. 600/- (Rupees Six Hundred) per Guard/ Supervisor per day in addition to that day's salary. The amount of penalty will be deducted from the monthly bills.</u>
9	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 clause (8) of 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.
10	Physical Standards and Qualifications: The employees of the Agency shall be of good character and of sound health.

a. Security Guard Ex Servicemen:

- a. Age: Preferably not more than 55 years.
- b. Character: Very Good
- c. Education Qualifications: Army first class or matriculate.
- d. Should be able to read & write HINDI & ENGLISH
- e. Height for lady security Guards: as per PSARA

b. Security Guards Civilians:

- a. Age: 21-50 years (for exceptional candidates age relaxation upto five years may be considered).
- b. Character: Very Good
- c. Education Qualifications: minimum Matriculate
- d. Physical Standards: Height 5 ft 6 Inches minimum & physically fit.
- e. Minimum experience 2 years of security.
- f. Should be able to read & write HINDI & ENGLISH
- g. Height for lady security Guards: as per PSARA

c. Supervisors:

- a. Age: Not more than 55 yrs in case of Ex Servicemen & 50 yrs in case of Civilians.
- b. Character: Very Good

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.

The above criteria can be relaxed if a person is found quite efficient and plays a major role in the security operations. Such relaxations can be extended only after the approval of the Security Officer.

The Guards to 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 day notice to the Agency.

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 ENGLISH.

Eye sight: far sight vision 6/6, near vision 0.6/0.6 with or without correction, free from colour blindness, should be able to identify and distinguish colour display in security equipment and read and understand display in English alphabets and Arabic numerals.

a. Free from knock knee and flat foot and should be able to run one Kilo Meter in six minutes.
b. Hearing: free from any defect; able to hear and respond to the spoken voice and alarms generated by security equipment.

c. The candidate must have dexterity and strength to perform searches, handle objects and use force for restraining the individuals in case of need.

d. A candidate must be free from any contagious or infectious disease. He must not be suffering from any disease which is likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public.

e. Agency shall ensure that every security guard working for it undergoes a medical examination after every twelve months from his last such examination so as to ensure his continued maintenance of physical standard as prescribed for the entry level.

f. Security Officer, IIT Delhi can give relaxation to any security personnel on the basis of his/her performance and experience in the above required qualification (Educational/ Physical) and age limit.

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.

Srl	
Name	
Father's Name	
DOB	
Qualifications	
Experience	
Residential Address	
Mobile/ Telephone Number	
Recent Passport Size Photograph	
Remarks	
Ex-Serviceman or Civilian	Ex-Serviceman [☐] Civilian [☐]

The agency shall ensure that security staff appointed by them is fully loyal-to and assist the Security Officer, IIT Delhi during normal periods as well as during strike and other emergencies for the protection of personnel and property both movable and immovable to the entire satisfaction of the IIT Delhi.

11 The Agency shall maintain an Occurrence Book at each location i.e.IIT Delhi and IIT Sonipat which will be made available to the supervisory staff of the Institute.

12 The Agency shall quote only the service charges in the GeM portal against the proposed pay to different categories of Security Staff member (Refer to Annexure-VII)

All security guards will be paid at a minimum mandatory rate/ wages as per prevailing rates of Central Govt minimum wage for civilian guards including applicable allowance as decided by the institute for Ex- Service men. In the event of revision of rates by Central Government minimum wage at any time, the same rates will accordingly be revised. The 'Onus' for producing the copy of notification of revision of Central Government daily wage rate, 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.

The Agency shall transfer the salaries (and other emoluments if any) of the guards on or before 7th day of every month failing which a fine of Rs. 15,000/- (Rupees Fifteen Thousand) will be imposed on the agency on a per day basis.

13	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 enjoining 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. (Refer to Annexure VI).
14	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 Proforma to be collected from Security Office, IIT Delhi.
15	Institute reserves the right to ask and require the Agency to remove any person deployed by the Agency, without assigning any reason/ notice.
16	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. A proper record of the training of its staff shall be maintained by the Agency for inspection by the Institute. The Agency will also include the training and updating skills of permanent security staff of Institute in consultation with the Security Officer of the Institute and Security In charge of IIT Sonapat 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 immediate firefighting operations. The Staff selected for deployment will compulsorily undergo ON-SITE Training for at least 03 days under Agency's arrangements and expense.
17	Duration of the contract shall be 3 years subject to yearly appraisal and review by the Institute authorities. In case the jobs performed are not found to be satisfactory, the contract may be terminated even before 3 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 Security Officer/ Security In charge of IIT Sonapat will be held and minutes of the same may be recorded for compliance.
18	The Agency shall supply uniforms (all weather) with name plates to the persons engaged by them. 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. The Agency shall ensure that all their deployed guards have uniforms before onset of summer/ winter. <u>If a security guard is found without any required item, the agency shall be penalized Rs. 600/- (Rupees Six hundred) per person.</u> 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.

19	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 Security Officer IIT Delhi/ Security In charge of IIT Sonapat campus 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.
20	No Security Guards of the Agency shall work for more than 26 / 27 days in a month or as specified by Labour Laws. The security work is 24x7x365 job, the relievers will be provided by the agency for the guards on weekly off. The amount of relievers will be paid by the Institute as per the total man days.
21	The EMD amount will be retained by the institute as Security (interest free) with the Institute for the entire duration of the contract. The Agency shall also provide a Bank Guarantee during the currency of the contract, which will be renewed from time to time as per further renewals of the contract to be used in case Agency fails to pay its labour force or any other default. The aforesaid security deposit shall be returned to the Agency after 90 days of termination/ expiry of the contract, after deductions, if any, are made by the Institute.
22	The Agency will get all the staff on its roll at IIT Delhi and IIT Sonipat, Haryana, verified of their antecedents through the local 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.
23	The Agency shall have a registered office in Delhi/ NCR. It should be a professionally run organization and with an office manned by staff. The office shall have effective communication facilities like telephone, 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.
24	The Agency shall have proper standard and procedures of recruitment and training. The Agency will provide a copy of Training Manual for inspection to IIT Delhi authorities. The training Institute of the Agency should be duly approved under PSARA 2005.
25	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 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 its own ERP system in place to check the MIS for all staff deployed in different time slots along with the details of their posting/ location and necessary access be given to IIT Delhi for report generation.
26	The selected Agency will apply to the Labour Commissioner for obtaining a labour license and will submit a copy of license to Establishment-II Section of IIT Delhi within 60 days from the date of issue of the award of contract.
27	The Agency shall employ & post one "Field Officer" and one "Assignment Manager" experienced in the field of security at the IIT Delhi Hauz Khas, New Delhi premises and one Field officer for IIT Sonipat 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.
28	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 times and it 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 by the Agency.
29	The Agency shall not be allowed to change its name and style after the award of the contract.

30	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.
31	The Agency shall conduct firefighting drill & mock drill on monthly and quarterly basis respectively, under the supervision of the Institute.
32	The Agency shall provide conveyance to the female guards to and from their residence during odd hours as specified by the Delhi Government/ Delhi Police and Haryana Govt./ Haryana Police, time to time.
33	Complementary service by any service provider is not acceptable. The agency should be very careful in quoting the service charge (which is the actual financial bid, Refer to Annexure-VII). The tangible and intangible cost involved with the running the of the security services at IIT Delhi should be judiciously studied before quoting the service charge. The service charge will be uniform throughout the tenure of the contract and no request for variation shall be entertained. 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.
34	The Firm/ Agency will not demand any type of deposit (in any form) from the Outsourced Service Personnel at any stage during the currency of the tenure. If it is found true at any point of time, appropriate action will be taken against selected Firm/ Agency which includes imposing of financial penalty, termination of contract and backlisting etc.
35	Quotations/Bid would be valid for 180 days from the tender due date i.e. tender opening date.
36	The Bidder should have at least 10 years' experience of providing security services to Central/State Govt. Agencies including PSU/Autonomous Organizations and reputed Private Companies and also having executed minimum value of Rs.10.00 Crore of contract of providing security services in last three years (i.e. 2018-19, 2019-20 & 2020-21). Annual Turnover of Rs. 12 Crores (Rupees Twelve Crores Only) or above for each of the last 3 completed years i.e. 2018-19, 2019-20, 2020-21 from Security Service business. The bidder should submit a certificate issued by Chartered Accountant verifying the annual turnover. (Refer to Annexure-IV)
37	The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted and registered who possess the required licenses, registrations (as Private Security Agencies (Regulation) Act 2005 i.e. PSARA 2005). (Refer to Annexure-III)
38	The number of security personnel shown is approximate and may vary as per requirement of the Institute at the time of placement of order.
39	The bidder must be able to provide the service within specified time period as prescribed in the Work Order, failing which the performance security will be forfeited.
40	For details of experience in the field of security service industry, the agent should furnish Annexure-V in details. Details of monthly payment to be made to different category of Security staff members deployed through the agency is placed at Annexure-VII .
41	IIT Delhi reserves the rights to accept/reject any bid in full or in part or accept any bid other than the lowest bid without assigning any reason thereof. Any bid containing incorrect and incomplete information shall be liable for rejection.
42	Only those financial bids will be opened whose technical bids are found suitable by the expert committee/PFC appointed for the scrutiny of the tender.
43	Pre-Bid Meeting: -The pre-bid Tender meeting will be held for clarifying any points regarding these tender document by the prospective bidders. The agency(s) may get clarified any confusion regarding any terms and condition of the contract during pre-bid meeting and thereafter any claim of doubt/confusion or any things relating to this tender will not be entertained and it will be deemed that the agency has understood everything about this tender.
44	All liabilities arising out of accident or death of security personnel employed by the Security Agency while on duty shall be borne by the Security Agency as per provisions of the labour laws.

45	The Security Agency shall be responsible for the safety and security of all property and equipment's of all IIT Delhi including that of the staff, residents and visitors.
46	The security staff of Security Agency shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Security Agency at IIT Delhi.
47	The personnel engaged have to be polite, courteous, disciple and firm in dealing with staff and public. <u>In case of failure to maintain such standards, the IIT Delhi has a right to remove the personnel and take punitive action against the Security Agency in such incident by way of imposition of penalty of Rs. 500/- on each incident and same shall be deducted from the Security Agencies bills. The Security Agency shall have to arrange a suitable replacement in all such cases immediately.</u>
48	In the event of any damage, criminal activity or negligence or theft or loss to public or private property the Security Agency shall be liable to pay compensation for both the financial loss and associated punitive damages that may be imposed on him by a committee consisted by the Director, IIT Delhi (after necessary police information) and enquiry.
49	The Security Agency shall ensure the confidentiality of the business process of IIT Delhi including Financial, Administrative and any professional or other such matters. These shall not be divulged/ leaked/ made public to any party. In such instance punitive damages as desired by the IIT Delhi authorities appointed by the Director shall be levied. This clause does not imply to matters already in public domain.
50	The Security Agency shall have his own Establishment/ Setup/ Mechanism, at his own to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
51	If the Security Agency is a partnership firm of two or more persons, all such person shall be jointly and severally liable to the IIT Delhi for the fulfillment of the terms of the contract. Such persons shall either sign together or designate one of them to act as authorizes signatory. The joint partnership shall not be altered without the approval of the IIT Delhi authorities. Necessary punitive measures as deemed fit by IIT Delhi authorities shall be initiated in such circumstance.
52	During the course of contract, if any security personnel belonging to security Agencies are found to be including in any corrupt practice legal or criminal, coursing any loss of revenue, damage to the property or reputation of IIT Delhi, the later shall have right to terminate the contract forth with and it would ensure forfeiting of Performance Security of Security Agency.
53	Institute shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payment made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Institute shall provide a certificate certifying the deduction so made.
54	The agency's sole responsibility is to ensure the complete security & safety of the IIT Delhi premises. No payment shall be made in advance nor any loan from any bank or financial institution recommended based on the order of award of work.
55	Engagement of Security Personnel: -The Contractor shall make its own arrangements for the engagement of all Security and other administrative personnel for providing security services in Institute premises and shall use all diligence in arranging for a sufficient and suitable supply of such personnel but all such arrangements in India shall be in accordance with the general local usage and subject to the Applicable Laws. The deployment of the security guards /supervisors/gunman should be as per the Private Security Agency (Regulation) Act, 2005 (29 of 2005).
56	In case of any loss that might be caused to the IIT Delhi due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, Security Officer, IIT Delhi shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to IIT Delhi besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, Security Officer, IIT Delhi shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever. Security Agency shall be liable to pay compensation for both the financial loss and associated punitive

	damages that may be imposed on him by a committee consisted by the Director, IIT Delhi (after necessary police information) and enquiry.
57	In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve.
58	As and when Security Officer, IIT Delhi requires additional security strength on temporary or emergent basis, the Agency will depute such security personnel under the same terms and conditions. For the same, a notice of 24 hours will be given by the Security Officer, IIT Delhi. Similarly, if the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the Security Officer, IIT Delhi shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
59	The Agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to the Security Officer, IIT Delhi an attested photocopy of the attendance record and enclose the same with the monthly bill.
60	IIT Delhi shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
61	There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the Statutory Wages revised by the Central Government from time to time.
62	The Income tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
63	Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
64	The Security Services Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or office concerned in respect of the persons deployed and submit the same to be prescribed authority in the first week of the succeeding month. The service provider shall deposit the monthly remuneration in the respective bank account of the Security Staff and shall furnish a consolidated statement of such deposit along with his claim of reimbursement. As far possible, the payment will be released by the third week of the succeeding month.
65	The Security Agency shall maintain the following Records: a) Daily attendance register b) Beat- Book for respective Security Guard.
66	If as a result of post payment audit, any overpayment is detected in respect of any work done by the Security Agency or alleged to have done by the Security Agency under tender/contract, it shall be recovered by the Security Agency.
67	Well-Structure Training Centre: The agencies should have a well-structured operational training centre with proper training instructor as per the Private Security Agency (Regulation) Act, 2005 (29 of 2005) in Delhi and it should be approved under Private Security Agency (Regulation) Act, 2005 (29 of 2005) for regular training of his security Guard. The Security agencies should have organized training arrangements for security personnel with clear recruitment policies. The Security Agency shall have a regular system of training the Guards before mounting them on duty. The Security Agency shall have proper training facility and profession as per the PRIVATE SECURITY AGENCIES (REGULATION) ACT, 2005. All the Private security guards and supervisors of the agency must have to successfully undergo those proper training in those training centre. On completion of the training each successful trainee should be awarded a certificate in Form No. IV by the training institute. If needed a committee from IIT Delhi may visit the training Academy during the process of short-listing agencies to ascertain the facilities training being imparted.

68	Fire Fighting Training: The agencies should have ability to provide well trained security Guard/Security supervising staff having the good practical as well as theoretical knowledge to identify, handle and operates the fire-fighting extinguishers and control fire. In this purpose, the agency must have the fire-fighting extinguisher along with proper dedicated training officer in their training centre in Delhi. If desired a committee from IIT Delhi may visit the agency's Fire Fighting Training academy during the process of short-listing agencies to ascertain the facilities & training being imparted.
69	Ability to provide Four wheeler vehicle (security van) for night checking of night security guards in IIT Delhi premises : The Agency should be able to provide round the clock (24x7). Security Van equipped with Loud speaker and personnel with requisite training and license of physical security, security of the assets, security of the building or apartment, personnel security , household security, fire-fighting, crowd control, Identification of improvised explosive devices, First-Aid, Crisis response and disaster management, defensive driving (compulsory for the driver of Vehicle and optional for others), handling and operation of non-prohibited weapons and firearms, rudimentary knowledge of Indian Penal Code special on right of private defence, procedure for lodging first information report in the Police Station, Arms Act (only operative sections) and Explosive Act (operative sections), badges of rank in police and military forces, Identification of different types of arms in use by public and Police, use of security equipment and devices (for example; security, alarms and screening equipment); and leadership and management (for Supervisors only), examining identification papers including identity cards, passports and smart cards.
70	Arm and Ammunition license: The agencies should have ability to provide armed Security Guard with their proper valid Arm license as per Arms Act 1959 and proper clearness certificate from the Delhi Police department.
71	Ability to provide all modern electronics security Gadgets:- The agencies should have ability to provide all the modern security gadgets as per requirement of the IIT Delhi for improvement of the Security system.
72	Ability to pay three months monthly payment and all statutory dues of security personnel's deployed in the IIT Delhi Premises:- The agency must have the potential financial ability to pay for a minimum period of at least three months monthly minimum wage and all other necessary statutory dues to his deployed man power in the IIT Delhi premises in the event of not release of payment from the IIT Delhi due to any reason. The selected agency must be able to pay the payment of minimum wages, allowances, free issues and all other statutory dues in first week of consecutive month without waiting for the release of payment from the institute.
73	The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
74	The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at IIT Delhi site. A mock fire drill may be organized every month.
75	The Agency shall keep the Client informed of all the matters of security and co-operate in the investigation of any incident relating to security.
76	Settlement of Disputes 1. Amicable Settlement: In case dispute arises between the (IITD and the Agency (parties) regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, Arbitration Clause shall become applicable. 2. Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between IITD and the Agency, which has not been settled amicably, any party can refer the dispute for Arbitration under the Arbitration and Conciliation Act 1996. There shall be a sole arbitrator, to be

	appointed with the mutual consent of the parties. The decision of the Arbitrator shall be final and binding on the Parties. Dispute, if any, shall pertain to the agency & IIT Delhi and not individual outsourced staff. The arbitration proceedings shall be held at New Delhi and the parties shall bear their own respective costs of arbitration/litigation, in the event of a monetary award being passed and where interest is to be awarded, the same shall not exceed the rate of 5% per annum.
	<u>3. Jurisdiction of Courts etc.:</u> The courts/any other Tribunal or Forum in New Delhi alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out this contract.
77	Filling up of all the Annexures (I, II, III, IV, V, VI, VII) along with relevant copies as mentioned therein are mandatory.
	Incomplete information in the Annexures will result in summarily rejection of the Tender.

Liabilities and Penalties

1.	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.
2.	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 given to them and not knowingly lend to any person or Agency, any effects or assets of the Institute under its control.
3.	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, IIT Delhi or his nominee and the final decision shall be binding on the Agency.
4.	The liabilities up to Rs. 5 lakh (Rupees Five Lakhs) per incident will be met by the Agency. For the liabilities more than Rs. 5 Lakh (Rupees Five Lakhs), Agency may make good such a loss through an insurance cover, which would specifically enable payment of compensation to IIT Delhi for the losses suffered due to negligence or poor performance by the security staff of the Agency, any shortfall after pay-out by the Insurance company, shall be covered by the Agency itself.
5.	However the Agency will not be held responsible for the damages caused due to natural calamities like lightening, earth quake, floods etc.
6.	IIT DELHI premise and IIT Sonapat are NO SMOKING ZONE. No Security Staff of the Agency should be found smoking, eating pan, gutka, intoxicants/ drugs or alcohol/ alcoholic beverages.
7.	In the event of any dispute, arising out of the contract, the same shall be subject to the jurisdiction of the courts of law at New Delhi only.

Last Payment:

The last payment of the Agency will be cleared only after ascertaining clearance of any liabilities pending with the Agency.

Scope of Work

The Agency shall provide Security to the Institute as well as residents at the IIT Delhi Campus and IIT Sonipat 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.	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, Activities Area, Hostels, Guest Houses, RCA areas, Play grounds, Residential Houses, all Building, Community Centers, Commercial Centers and Hospital, etc. all within the boundary of IIT Delhi Campus and IIT Sonipat Campus. An ERP based system should be in place to display the positioning of all deployed security staff members on-line and shift-wise. Capability to operate latest camera operated Control room at IIT Delhi.
b.	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).
c.	Regulate access control at gates, prevent misuse of Institute's grounds and facilities by outsiders, neighboring 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. The Agency should be able to provide extra security guards at 24 hours' notice.
	Make adequate arrangements for deployment of additional security personnel for providing security, crowd management, etc., during the Institute's annual festival on all its days, and at all its events and venues within the Institute campus (Delhi / Sonipat), in accordance with the instructions given by the Institute.
d.	Prevent loss that is on account of lapse in "access control measures" at Gates of the Institute.
e.	Undertake fire fighting operations with provided equipment.
f.	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.
g.	Adhere to the Standard Operating Procedures (SOPs) given by the Director or his nominee which may be modified from time to time by the Director or his nominee.
h.	The Agency should have an investigation cell to carry out investigation of thefts, accidents or any other matter required from time to time.
i.	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 Chief Security Officer/ Security Officer of IIT Delhi.
j.	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 semester.
k.	Prevent defacing/ damage to Institute property, buildings etc. (prevent Graffiti/ poster pasting etc.). Protection of property and personnel of the Institute in transit when so specified.
l.	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.
m.	Switch-off lights of sports fields when not in use and report leakage of water taps etc.
n.	Carry out any other job assigned by the Director or his nominee in interest of Security of Institute
o.	The agency should deploy its software user access to IIT Delhi to ascertain shift-wise manpower allocation

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

Signatures of Authorized Personnel

Signatory Name:

Stamp:

COMPLIANCE SHEET

Basic Eligibility criteria (the bidder must fulfil all criteria as per details as under)
(Bidder must attach copy of relevant document in support of the claims)

Srl.	Technical Specifications	Y/N
1	The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted and registered who possess the required licenses, registrations (as Private Security Agencies (Regulation) Act 2005 i.e. PSARA 2005). (Refer to Annexure-III)	
2	The agency should have its Corporate / Regional office (physically) in NCR along with its training center with Training facilities as per PSARA 2005 along with fire fighting training academy.	
3	The Agency must have been providing at least 90 trained security guards per shift of 8 hours at least one location in a University/ Academic Institute (excluding schools) in Delhi/ NCR (copy of agreement in support of the claim be provided).	
4	The Agency should have 5000 manpower on roll for last three consecutive years i.e., 2018-19, 2019-20, 2020-2021.	
5	The Agency should be able to provide at least 10% Ex-Servicemen and 10% Female Security Guards.	
6	The Agency should be having valid ESI, EPF, PAN & GST Nos. (Ref to Annexure-VI)	
7	The Bidder should have at least 10 years' experience of providing security services to Central/State Govt. Agencies including PSU/Autonomous Organizations and reputed Private Companies and also having executed minimum value of Rs.10.00 Crore of contract of providing security services in last three years (i.e. 2018-19, 2019-20 & 2020-21, Refer to Annexure-V). Annual Turnover of Rs. 12 Crores (Rupees Twelve Crores Only) or above for each of the last 3 completed years i.e. 2018-19, 2019-20, 2020-21 from Security Service business. The bidder should submit a certificate issued by Chartered Accountant verifying the annual turnover. (Refer to Annexure-IV)	
8	The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted and registered who possess the required licenses, registrations (as Private Security Agencies (Regulation) Act 2005 i.e. PSARA 2005). (Refer to Annexure-III)	
9	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.	
10	The Agency should be PSARA 2005 registered and it should have its own training School for training of their personnel deployed duly approved under PSARA 2005.	
11	The Agency should have valid ISO – 9001-2015/2018 Certification	
12	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. (Annexure – III)	
13	The Agency, besides providing Security Services, should be capable to monitor Traffic Safety, Parking & Trespassing.	
14	The Agency should be able to provide a Bank Guarantee of Rs.3 Crores (Rupees Three Crores Only) during the currency of the contract which will be renewed from time to time as per further renewals of the contract, if any.	
15	The selected Agency will have to procure Contract Labour Licence form Labour Department, Govt. of NCT of Delhi and Govt. of Haryana after being awarded the contract within 02 months.	
16	The Agency should be able to submit CTC of IT Clearance in respect of his/ her agency for the last 03 years. (Annexure-VI)	
17	The Agency should be willing to give an insurance cover for the losses of goods upto Rupees Five Lakh.	
18	The agency has an ERP system in place which enables IIT Delhi to monitor on-line the details of security staff deployed (location wise), payout of salary, statutory payments etc.	

We agree to all above criteria & have also enclosed all relevant papers in support of above claims / arrangements :

Name: _____ Designation: _____, Agency Name: _____ Signature of the Bidder _____ Mobile _____

<< Organization Letter Head >>
DECLARATION SHEET

We, hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. We have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document.

NAME & ADDRESS OF THE Agent	
PASARA Registration No.	
Type of organization : Please tick any one	proprietary firm [], Partnership firm [], Limited Company [], Corporate body []
1 Phone (s)	
2 E-mail	
3 Contact Person Name	
4 Mobile Number (s)	
5 TIN Number	
6 PAN Number	
7 UTR No. (For EMD)	

We, further specifically certify that our organization has not been Black Listed/ De Listed/ Debarred or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking etc., in the last three years (between August 2020 and July 2022). If any information given in the technical bid is found false at any stage of assessment, the entire earnest money will be forfeited by IIT Delhi and the bid will be rejected. In such a case IIT Delhi reserves the right to black list such a tenderer.

We have read and understood and hereby accept the above mentioned Terms & Conditions (All Para along with all the Appendixes) for the Security Contract of IIT Delhi.

(Signature of the Tenderer)

Name:

Seal of the Company

<< Organization Letter Head >>

Total Annual Turnover Declaration sheet indicating Financial Status of the Agency including annual report of past 3 years with ROC (Registrar of Companies) receipts duly authenticated by Chartered Accountant.

We, hereby certify that our total Annual Turnover is Rs. 12 Crores (Rupees twelve eight crores Only) or above for each of the last 3 completed years i.e. 2018-19, 2019-20, 2020-21 from Security Service business duly authenticated. Actual annual turnover is furnished below :

Srl	Year	Annual Turnover (In Figures)	Annual Turnover (In Words)
1	2018-19		
2	2019-20		
3	2020-21		

(Copies of Balance Sheet, P&L, Annual Report duly certified by chartered accountant enclosed with this certificate)

(Signature of the Tenderer)

Name:

Seal of the Company

Mandatory Compliances

(Please attach attested copies against each of the following elements)

Parameter	Details
ESI No.	
EPF No.	
GST No.	
PAN No.	
Registration No. of the Agency/ Agency under State/ Central Govt. under PSARA	
Location of Training facilities as per PSARA (attach copy of Training Manual, syllabus & Schedule including Refresher training)	
CTC of IT clearance of last three Assessment Years duly authenticated by the Chartered Accountant. (2019-20) (2020-21) (2021-22)	
Details of Bankers and a certificate from the Bank for providing bank guarantee	
Details of Insurance Cover i.e. type of Insurance Agency & Amount & Scope of Cover	
The Agency shall furnish details of any legal suit/ legal action/ black listing/ debarment and any pending inquiry especially with regards to any violation in the PF Act, ESI Act, Labour Laws, Income Tax, GST, etc. If there is no pending legal proceeding then an affidavit affirmed to this effect should be furnished.	
Details of valid ISO – 9001-2015/2018 Certificate.	
Any other information / document tenderer wishes to submit for consideration by IIT Delhi	

Signatures of Authorized Signatory**Name:****Stamp:**

**Monthly Payment to be made to all Security Guards as per latest Gov rates
and as amended from time to time**

Srl	Category of Guards civil/ Supervisor civil/Guard (Ex.Man)/ Sup.(Ex.Man)	No. Of guard / supervisor (26 Days)	Basic Monthly (26 days)	Basic Salary per Day	Bonus 8.33 % of basic wages & Max. Limit of Rs. 100/- whichever is higher (Per month)	Bonus 8.33 % of basic wages & Max. Limit of Rs. 100/- whichever is higher (Per Day)	EPF (13% of basic) Restricted to Rs. 15000/ per month	EPF (13% of basic) Restricted to Rs. 15000 / (per day)	ESI per month @ 3.25 % of Basic (Restricted to salary of Rs.21,000) (per month)	ESI per Day @ 3.25 % of Basic (Restricted to salary of Rs.21,000) (per day)	Washing allowances (per Month)
1	Security Guard Civilian IITD	250	20,956.00	806	1745.00	22.44	1950	75	681.07	26.2	300
2	Security Guard Ex. Serviceman IITD	25	20,956.00	806	1745.00	22.44	1950	75	681.07	26.2	300
3	Security Supervisor Civilian IITD	25	22,776.00	876	N/A	N/A	1950	75	0	0	300
4	Supervisor Ex. Man IITD	3	27,871.00	1072	N/A	N/A	1950	75	0	0	300

Minimum wages & all other statutory compliances (like ESI, EPF/ EDLI, GST) would be paid by Indian Institute of Technology, Delhi as per minimum Central Government daily wage rate (as approved from time to time). The agency should mention only its uniform Service Charge in the Financial Bid on the minimum basic wages of Central Government approved rate for all Categories i.e. EXSM Suprs., Civilian Suprs., EXSM Guards, Civilian Guards.

Service charge of the agency should include expenses of uniform and patrolling charges of Rs. 3000/- for the Patrolling Security Supervisors per month.

17-11-1944

[illegible]

For S/S Limited

Senior Vice President, Delhi Region

Praveen
Sunit Kumar

AGREEMENT

THIS AGREEMENT is made on this _____ day of February 2023 at New Delhi

Between Indian Institute of Technology Delhi, Hauz Khas, New Delhi-110016, represented by its Registrar (hereinafter referred to as "Institute" which expression unless excluded or repugnant to the context be deemed to include its successors and assigns) and whose principal place of office is at Indian Institute of Technology Delhi, Hauz Khas, New Delhi-110016 of the ONE PART.

AND

M/s. SIS Limited having its registered office at B-88, 2nd Floor, Defence Colony, Ring Road, New Delhi-110024, represented by Mr. _____ who have been duly authorized for this purpose by the resolution of its Board of Directors dated _____ (hereinafter referred to as "the Agency") which expression shall unless excluded by or repugnant to the context be deemed to include its successors, executors, administrators and representative) of the OTHER PART.

NOW THIS AGREEMENT WITNESSES as follows:-

- I. WHEREAS the Institute invited bids through GeM vide Open Tender Notice No. GEM/2022/B/2/2448760 dated 18.08.2022 and Notice Inviting Tender attached (therewith call Tender notice hereafter) for providing security outsourced manpower at its Hauz Khas and Sonapat Campuses.
- II. AND WHEREAS the Agency submitted its bid against the said Tender Notice in accordance with the procedure mentioned along with the bid document and represented therein that it fulfills the requirement and has resources and competence to provide the requisite services to Institute.
- III. AND WHEREAS the Institute has selected M/s. SIS Limited as the successful bidder ("the Agency") pursuant to the bidding process and offered the contract vide its Letter No. IITD/AREG/2023/ dated 02.02.2023.
- IV. AND WHEREAS the Institute desires that the outsourcing manpower services (as defined in Tender Documents) be provided, performed, executed, and completed by the Agency, and he engages the Agency for carrying out such services, which is accepted by the Agency.
- V. AND WHEREAS the Agency acknowledges that the Institute may enter into the contract with other Agencies/ parties for the security outsourcing manpower services of its premises in the Agency falls into breach of the terms and conditions as stipulated in the Tender Document or otherwise and the agency shall waive all its claim whatsoever in this regard in such event.
- VI. AND WHEREAS the terms and conditions of the Contract have been fully agreed between Institute and the Agency as parties of competent capacity and equal standing.
- VII. AND WHEREAS the Agency has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Notice as well as in this agreement for providing security outsourcing manpower for services in the Institute's Hauz Khas, New Delhi and Sonapat Campuses.

For SIS Limited


Sunil Kumar

Senior Vice President, Delhi Region

III. AND WHEREAS the Agency shall be responsible for payment of Good & Service Tax concerned Govt. Authority (copy of separate E-Challan and Bank receipt of GST of previous months, Separate E Challan of EPF/ESIC and Bank receipt of previous month to be provided to the Agency). The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Good & Service Tax charged in the said bill.

IX. AND WHEREAS the Institute and the Agency agree as follows :

1. The following documents (referred to herein as the Tender Documents) shall be deemed to form and be read and construed as part of this Agreement
 - (f) Open Tender Notice GeM Bid Document, Bid No.GEM/2022/B/2448760 dated 18.08.2022, its attachment and addenda, if any issued by the Institute containing the detailed terms and conditions.
 - (g) Any other documents forming part of this Contract Agreement till date (Performance Bank Guarantee, Bank Guarantee)
 - (h) Offer issued by the Institute vide No.IITD/AREG/2023/ dated 02.2023
 - (i) The Complete Bid, as submitted by the Agency
 - (j) Supplementary Agreements, if any, executed from time to time.
2. Any changes /modifications/ amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed to by both the parties and such supplementary agreements shall be binding on both parties and shall form the part of the contract agreement.
3. This Contract shall be governed by and construed in accordance with the Laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the conditions of Contract and the Tender Documents.

X. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Agency

Signed on behalf of Indian Institute of Technology, I

(Authorized Signatory)

(Registrar)

Witness: 1

Witness: 1

Witness: 2

Witness: 2

For SIS Limited


Sunil Kumar
Senior Vice President, Delhi Region

INDEMNITY BOND

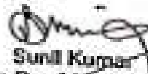
re, M/s SIS Limited having registered office at B-08, 2nd Floor, Defence Colony, Ring Road, New Delhi-110024, represented by Mr. _____ have entered into a contract with Indian Institute of Technology, Delhi vide contract vide offer Letter No.IITD/AREG/2023/ dated 02.2023 to provide security manpower at Indian Institute of Technology Delhi, Hauz Khas, New Delhi at its Hauz Khas campus and its Sonipat Campus. We do hereby undertake to, and indemnify and keep harmless Indian Institute of Technology Delhi, Hauz Khas, New Delhi at its Hauz Khas campus and its Sonipat Campus at all times, whether during the continuation of the aforesaid contract and at all times thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. whatsoever nature made, all actions and proceeding taken against the Indian Institute of Technology Delhi by any party, or employee(s) or workman/ woman provided by us, on account of any delay, default, lapse error, or omissions on our part, or violation of rules and regulations, as may be applicable under the said contract from time to time. We further undertake to indemnify and keep harmless, Indian Institute of Technology Delhi against any claim/ compensation by whatever name called and compensation and claims arising on accounts of any accident, injury, death etc. during the course of their engagement by us for the purpose of this contract, or non-fulfillment of any obligations under any of the laws as applicable to the class(es) of workers/ employees engaged by us for the purpose of this contract. We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner and shall be binding on us.

Authorized signatory (in Full and Initials)

Name of Bidder: M/s SIS Limited

Address:

For SIS Limited


Sunil Kumar
Senior Vice President, Delhi Region