



भारतीय प्रौद्योगिकी संस्थान इंदौर
Indian Institute of Technology Indore
सिमरोल, खंडवा रोड़ इंदौर – 453552
Simrol, Khandwa Road, Indore- 453552



GeM
Government
e Marketplace

CUSTOM BID MODE on GeM
FOR
COMPREHENSIVE SECURITY SERVICES
FOR IIT INDORE

Documents to be submitted online for
(Technical & Financial Bid as per Schedule of requirement)

सहायक कुलसचिव
(सामग्री प्रबंधन विभाग)
Assistant Registrar
(Materials Management Section)



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Indian Institute of Technology Indore
Simrol, Khandwa Road, Indore- 453552

Tel.: 0731-6603408
Email: mms@iiti.ac.in

NOTICE INVITING TENDER (NIT)

for

COMPREHENSIVE SECURITY SERVICES FOR IIT INDORE

Online e- Tenders are invited by IIT Indore (in Two Bid System) for the working “(COMPREHENSIVE SECURITY SERVICES FOR IIT INDORE) with the following details.

The Agency submitting the offer against this proposal should be able to deploy adequate number of guards and manpower for handling available technical gadgets and patrolling vehicles required for the safety and security of the institute premises.

Sl. No.	Description of Stores	NIT No.	EMD
1.	COMPREHENSIVE SECURITY SERVICES FOR IIT INDORE	IITI(MM)/Security/NIT /RK/288/2023-24	Rs. 12,00,000/- (Rupees Twelve Lakh Only) Online EMD Submission: Bidder can submit their EMD online by visiting to the below link: https://www.onlinesbi.com/sbicollect/icollecthome.html

SUBMISSION OF BIDS ONLINE IN TWO BID <https://gem.gov.in>

*NIT No. 288 should be mentioned for the purpose of EMD Submission and the Tender No. should be refereed for bid submission/communication etc

Note:

- Tender Documents with detail terms & conditions can be downloaded from our website: http://www.iiti.ac.in/tender_mms.php & <https://gem.gov.in>
- The pre-bid report will be published as a part of the tender document.
- All the details/documents pertaining to the NIT such as tender document, pre-bid report, corrigendum and any further updates will be available only on our website and also at Government e-Marketplace (GeM).

IIT Indore shall not be responsible for non-receipt of bid due to internet issues or any other reasons. **For any issues related to tender please contact Material Management Section, Tel: +91-0731-6603580/3369/3551 Email: mms@iiti.ac.in**

Assistant Registrar (MMS)

सहायक कुलसचिव
(सामग्री प्रबंधन विभाग)

Assistant Registrar
(Materials Management Section)

ONLINE BIDDING DOCUMENTS FOR ENGAGEMENT OF CONTRACTORS

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CHAPTER- 1
Schedule of Tendering:

Sl. No.	Event	Date and Time/ Remarks
01	Downloading of Tender document online from GeM	From September 29, 2023 https://gem.gov.in & http://www.iiti.ac.in/tender_mms.php
02	Submission of Queries for Pre-bid meeting	Upto October 06, 2023 at 01.00 PM, (IST) Format for Submission of Queries enclosed as Chapter 14
03	Pre-bid Meeting	October 09, 2023 at 03.00 PM (IST) The pre-bid report will be uploaded on the website & GeM and the same will be a part of the tender document
04	Bid Submission Start Date	October 12, 2023
05	Last date & Time of Submission of Bids Online (Technical and Price Bid)	October 26, 2023 Please refer tender Terms at IITI
06	Opening of Technical Bids Online	October 26, 2023 at 03.00 PM (IST) Please refer tender Terms at IITI
07	All the communications with respect to the tender shall be addressed to:	Assistant Registrar (MMS) IIT Indore, 4th Floor Western Wing (Toward's Gate-1), Abhinandan Building, Khandwa Road, Simrol, Indore- 453552 Tel.: 0731-6603580/3369/3551, Email: mms@iiti.ac.in
08	Submission of Bid Online	https://gem.gov.in
09	Contract Period	Initially 01year from the date of issue of work-order which may be extended further upto 02 years subject to satisfactory service.
10	Schedule of Price Bid Opening	Schedule for opening of Price Bids will be notified via GeM only to the bidders qualifying the Technical Bid evaluation.
11	FOR TAKING ASSISTANCE, IF ANY	GeM Portal website: www.gem.gov.in GeM Portal Help Desk Toll Free No.:18004193436

CHAPTER- 2
INSTRUCTIONS FOR ONLINE BID SUBMISSION

The tender shall be submitted in accordance with these instructions and any tender not confirming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and the contract.

1. For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Government E-Marketplace ([URL:http://gem.gov.in](http://gem.gov.in)). The bidders are required to submit copies of their bids electronically on the GeM Portal.
2. More information useful for submitting the online bids on the GeM Portal is available/ obtained at ([URL:http://gem.gov.in](http://gem.gov.in)).
3. For Registration: Bidders are required to enroll on the Government E-Marketplace ([URL:http://gem.gov.in](http://gem.gov.in)).
4. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulates any condition of his own, such conditional tender is liable to be rejected.
5. IITI reserves the right to reject any tender/bid wholly or partly without assigning any reason.
6. The Technical Committee constituted by the IITI shall have the right to verify the particulars furnished by the bidder independently.
7. The contractor shall have to provide contribution-based Group term Insurance cover for any kind of death, permanent disabilities and critical illness for all the employees. Further the contractor shall also provide for Group Health Insurance scheme for employees not under ESIC scheme.
8. Tenderer shall take into account all costs including expenses on Salary, EPF, ESIC, Group Insurance, Uniform etc. In this regard no claim for any extra payment for any reason shall be entertained.
9. The hired manpower will be employed at IIT Indore, Khandwa Road, Simrol, Indore or any other location based on institute requirements and the contractor shall be responsible for any damage caused to the institute by the deputed staff.
10. All the tender documents & price bid to be uploaded as per this tender are to be digitally signed by the bidder.
11. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document should and must be uploaded On-line <http://gem.gov.in>. The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed, in any case.
12. The bidders may submit duly filled and completed bidding document ONLINE as per instruction contained in the bidding documents. Incomplete bid shall be rejected. The conditions of tender shall be governed by the details contained in complete bid document.
13. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The IITI reserves the right to accept or reject any or all the tenders.
14. The detailed instruction for online submissions of bid(s) through e-procurement module of Government E-Marketplace, the bidder(s) may visit following link:- [URL:http://gem.gov.in](http://gem.gov.in).

CHAPTER- 3
INSTRUCTIONS TO BIDDER:

1. Indian Institute of Technology Indore (IITI) invites **Online tender for the work of "COMPREHENSIVE SECURITY SERVICES FOR IIT INDORE"**, The Institute is proposing to outsource Approximately 105 security personnel from security Agency to provide security cover to IIT Indore Campus.
2. **Tender Form:** Tender documents will not be issued in person. The tender document can be downloaded from IITI Website www.iiti.ac.in. Tender documents are in 2 (two) parts viz.,
 - a) **Part I (Technical Bid)**
 - b) **Part II (Price Bid).**Please go through the following carefully before submitting the bid/tender:
 3. Details of EMD, submission of tender, etc. are indicated elaborately in the tender document.
 4. **Opening of Part II of the bid:** After verification of Part I (Technical Bid), price bid of only those tenderers who satisfy all the eligibility criteria laid down in this notification will be opened.
 5. In case any document produced in support of eligibility criteria turns out to be not genuine, EMD stands automatically forfeited, whether before award of work or otherwise.
 6. Conditional, Incomplete tenders, Tender in any form other than the prescribed form issued by IIT INDORE or bids received in any mode other than the mode of submission prescribed will be rejected. In such cases, EMD submitted with the tender will be forfeited.
 7. The tender is not transferable under any circumstances.
 8. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
 9. **Evaluation of tender:** In case two or more tenders are equal in monetary terms, work will be awarded to the contractor who has executed contracts of higher values.
 10. IITI reserves the right to: a) reject any or all the tenders without assigning any reason whatsoever; b) not bind himself to accept the lowest or any tender; and c) accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted. Canvassing in connection with tender/quotation is strictly prohibited. Tender details can be viewed in the website www.iiti.ac.in

Chapter-4

GENERAL TERMS & CONDITIONS

(Please read the following carefully and give acceptance for the same in the prescribed format and submit it with the Technical Bid).

1. **SECURITY AGENCIES not meeting essential pre-qualification eligibility criteria/conditions mentioned at the compliance matrix in Chapter -6 need not apply.**
2. The TENDER should be **submitted in online mode** as per details mentioned in relevant chapters of the tender.
3. The general terms condition of this tender includes the Scope of work as per Section A & B, payment, termination, post termination responsibility of the agency, Non-exclusive and Arbitration clauses.
4. **The duration of the contract shall be 01 year from the date of award of contract and may be extended further upto 02 years subject to satisfactory service.** In case the performance is not found to be satisfactory, the contract shall be terminated by the Institute by giving notice of 30 days within FIRST THREE MONTHS of initial deployment. However, the contract can also be terminated by giving a written notice of 60 days by either side without assigning any reason. A record of every lapse, small or big, will be maintained by the Institute Authorities & a monthly meeting of the representative of the Institute i.e., Chief Security Officer / Security Officer will be held with the representative of the security Agency. Minutes of the same will be recorded for compliance. A half-yearly meeting with the senior level officers(s) of the Agency will be held for follow-ups.
5. No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the bids invalid and the firm is liable to be blacklisted.
6. IITI reserves the right to call for power-point presentations about the company in general and for emphasis on the security of the IITI campus (not more than 20 mins) and for techno-commercial/price negotiations. The company should depute competent representative for such discussion/negotiations whenever called for and he shall be competent to take on the spot decisions.
7. IITI does not bind itself to accept the lowest or any tender and may cancel / withdraw the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by IITI.
8. Telegraphic, conditional, or incomplete TENDER will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
9. IIT INDORE reserves the right to accept or reject any or part of TENDER without assigning any reason thereof, and the decision of IIT INDORE in this respect shall be final and binding on all parties.
10. For any dispute, the place of jurisdiction shall be Indore, India only.
11. The Agency **should have standard procedures for recruitment and training.** No additional expenditure towards any overhead such as enrollment charge, registration fee is allowed to be recovered from the guards/employees at any point of time (from guards who are engaged through other agencies and selected for the future deployment by the Agency or from the fresh appointments). **The Agency will provide a copy of the Training Manual for inspection to IIT authorities.**

12. The Agency and its staff shall take appropriate steps and precautions to preserve the Institute's property from loss, destruction, waste, and misuse.
13. All letters posted to Contractor at the address given by him will be considered to have been delivered in time.
14. **The contractor should not be an employee of IITI, Central or State Government, Autonomous Body, R&D Labs, IITI, IISER or PSU. He should submit a declaration to this effect.**
15. The agency hereby represents warrants and confirms to IITI that:
 - (a) It has full capacity, power and authority to enter into an Agreement; and during the continuance of this Agreement, will continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and will continue to take all necessary and further actions, (including where applicable without limitation obtaining of all Governmental and other necessary approvals/consents/licenses in all applicable jurisdictions) and to authorize the execution, delivery and performance of this Agreement.
 - (b) It has the necessary skills, knowledge, experience, expertise required capital net worth, adequate and competent staff, systems, equipment and procedures and capability to duly perform its obligations in accordance with the terms of the Agreement and to the satisfaction of IIT Indore, provided however that IITI's judgment as regards the quality and skills of the Agency and its facility staff, shall be final and binding on the Agency.
16. That payment on account of enhancement/ escalation charges on account of revision in wages and statutory payments like EPF/ESI contributions, and service tax levied by the appropriate Govt. (Central/State) from time to time shall be payable by the IITI to the contractor. No escalation of percentage of Contractor's Service Charges and/or cost of materials shall be admissible during the term of the contract.
17. The Agency contesting for the tender are expected to visit the Campus of the institute and have detailed study of the existing arrangement of the security arrangement and their recommendations for security model with full details of gadgetry and manpower required. For such surveys, prior intimation shall be provided to CSO/Registrar.
18. The liabilities up to Rs.1,00,000/- (Rupees One Lakh) will be met by the Agency, for liabilities more than Rs. 1,00,000-(Rupees One Lakh) Agency may make good such a loss through an insurance cover, which would specifically enable payment of compensation to IIT Indore for the losses suffered due to negligence or poor performance by the Agency and the compensation will be as per Insurance rules. Alternatively, it should be covered by the Agency itself.
19. The Agency shall furnish a Performance Security in the form of bank guarantee/ deposit of **10% of the cost**. This Performance Security will be liquidated and forfeited in case the Agency terminates the contract during the middle of contract period/discontinue their service without prior notice/any loss is incurred to the Institute property for reasons attributable to the Agency.
20. In case of any loss/damage caused, not due to natural calamities or an act of GOD, to the property (properties) of the Institute, where the complicity or laxity of the Security Personnel of the Security Agency is suspected, after lodging FIR, Safety & Security Committee of the Institute will ascertain the quantum of compensation and fine as deemed fit to be paid by the Security Agency. The decision of the Safety & Security Committee will be final.
21. It shall be binding on the Security Agency and their staff that, no information on any drawings, samples, prototypes, products, equipment, or knowledge belonging to the Institute will be divulged to any party private or public. Such activities will attract immediate termination of this engagement with appropriate compensation to IIT Indore.

22. The deployment should be as per the condition prevailing within and around the Institute campus, the essential posts should invariably be covered after consultation with CSO. The total number of duties in a day will not be more than the maximum number of the approved personnel in a day and the total expenditure on account of the deployment is to the best advantage of the Institute.
23. **Leave Relief:** The Agency shall provide suitable relief in case any personnel is proceeding on leave. In no circumstance, any designated post should be left vacant owing to leave/absence. In case of any absence the Agency shall be penalized by imposing a fine of Rs. 1000/- per Guard/supervisor per day, if the absence is not filled.
24. None of the employees of the Agency shall enter any kind of private work at different locations of the Institute during working hours or otherwise, failing which, penalty as stipulated in above clause shall be imposed. The employees should not be put in different shifts at other locations and also they should not be employed by other agencies.
25. The Security Agency shall be responsible and liable for and shall indemnify IITI and keep IITI indemnified and safe and harmless at all times, against: -
a) Any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature whatsoever made or instituted against or caused to or suffered by IITI directly or indirectly by reason(s) of:-
any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, misfeasance, bad faith, disregard of its duties and obligations hereunder, service, act or omission of or by the Agency and/or any of its Staff, and/or any theft, robbery, fraud or other wrongful act or omission by the Agency and/or any of its Staff.
26. The Agency shall not appoint any Sub-Agency / Agency to carry out any of the obligations under the contract.

SCOPE OF WORK

Section A

The Agency should provide "complete" Safety and Security Services to the Institute, its employees and students as well as all the property belonging to the Institute. They are expected to use the modern technology of Surveillance and Quick Reaction Teams to provide the same.

Here is an indicative list (but not exhaustive) of services required from the Agency: -

1. Safety of everyone and everything belonging to IIT Indore.
2. Monitor, maintain and perform security measure and use surveillance to prevent many possible mishaps.
3. The manpower deployed at the Institute should be mentally alert and physically fit to perform the duties.
4. The minimum educational qualification and desirables is appended below, the personnel deployed by the security agency should possess equal or better qualifications: -

Sl No.	Ranks	Minimum Educational Qualification
i.	Senior Security Supervisor	Graduate with experience as senior security supervisor
ii.	Security Supervisor	Ex-Servicemen or Graduate with experience as security supervisor or a security guard with 08 years of experience.
iii.	Security Supervisor CCTV Operator	Graduate with experience as CCTV operator
iv.	Security Guards Male and Female	10 th Class with experience as a Security Guard in Educational Institute
v.	Security Guard Driver	10 th Class with experience as a Security Guard in Educational Institute, holding a valid driving license for at least 5 years of LMV.
vi.	Security Guard Clerk	12 th Class with experience of working in an office, proficient in handling computers and working in MS Word, MS Excel.
vii.	Senior Supervisor CCTV Engineer	Graduate with Diploma in hardware networking/ Bachelor's or Master's degree in computer application with fair knowledge of, CCTV, Access Control etc.
viii.	Security Guard Technician	Certificate course in Electrical or Electronics with fair knowledge of CCTV, Access Control etc.
ix.	Security Guard Fireman	12 th Class

5. The age profile of security guards engaged should not be above 40 years and supervisors 45 years.
6. Prevent loss of Institute properties and personnel inside the Institute campus.
7. Take proactive actions against mis-doers.

8. Enforce law and order as well as traffic rules within campus. Please note that additional steps required to be taken from time to time as directed by higher officials of IIT Indore to regulate traffic and parking of vehicles in designated areas of the Institute and also at the entry/exit gates.
9. Maintain the privacy & confidentiality of the surveillance and other data.
10. Access control and RFID should be enforced all time at entry/exit of gates and doors of Campus/Building/Rooms. Prevent unauthorized entry in areas/offices in the Institute, prevent misuse of IIT grounds and facilities by unauthorized personnel, prevent trespass, unauthorized parking, unauthorized construction, squatting in the Institute Campus, prevent vandalism, breaking of twigs/trees throwing of garbage / littering.
11. Cleanliness of Campus as a whole and it's building/rooms/services in particular & timely reporting of violations to supervisors.
12. The Agency should advise the Institute on matters of Safety and Security.
13. Deploy adequate number of security guards, technical staff for securing the campus, maintenance & operation of Surveillance gadgets/software and drivers for patrol vehicle.
14. The deployment of the security personnel would be in consultation with the Safety and Security committee of the Institute. The Agency will produce the individuals before the committee of the Institute for approval before deployment on duty at the Institute.
15. Manning of main gates, academic areas, activities area, Hostels, Guest Houses, Playgrounds, Community Centers, Commercial Centers, Hospital, Lawns, Parking Lots and any other areas as specified by the Institute.
16. The responsibility to post guard/security gadgets for Outsourced agencies like Bank, ATM, Cafeteria, and other facilities having M.O.U. with the Institute and located within the campus of the Institute will lie with such agencies. However, the security Agency of IIT Indore is required to co-ordinate with those agencies and shall be liable to keep security overview of these establishments and offer support at the time of any emergency/hostile activity.
17. Protection of property/cash/documents of Institute against burglary (where loss is due to entry after breaking the any entry lock/ door/window/grill).
18. Protection of cash and documents, when so specified in transit.
19. The Agency should make use of the dedicated Local Area Network within the buildings and high-speed connectivity (OFC or Wi-Fi) for seamless security network within various buildings/structures of the Institute. The technical personnel deployed by the Agency should be able to operate and troubleshoot technical gadgets like Intruders Alarms, Access Control system in various locations/buildings of the Institute.
20. The Agency should be capable to man Operational Command Centre at all the times with appropriate technically trained manpower. They should also provide prompt and proactive feedback to their staff deployed in the field/at the security help desk for immediate action on any security threat like unauthorized access to any building/room etc.
21. The Agency should ensure that the manpower proposed to be deployed at IITI Campus should be able to efficiently operate the wireless equipment, CCTV. The requirement of wireless sets will be reviewed by the Institute on the recommendations of the Agency. Agency should be able to integrate and operate the current equipment with the manpower they deploy at the Institute for effective security.

22. The employees of the Agency shall ensure cleanliness in their area of deployment. The nearest guard shall be held responsible for any garbage found in the area of the institute and a suitable fine shall be imposed on the security Agency for such misconduct by the guard of the Agency.
23. Guards should appear fresh in uniform; their turnout should be of high order and befitting for the repute of the Institute.
24. Prevent loss on account of lapse in "access control measures" at Gates of the Institute.
25. The security Agency would be responsible for Fire Fighting and Disaster Management operations on the Campus of the Institute. Towards the preparedness, atleast once every quarter periodical Mock exercise should be conducted on fire emergencies, Security exercises, Disaster Management, Hazardous Chemical spill, explosive chemical spill etc., tackle unruly mob, handling of wild animals.
26. Prevent defacing/damage to Institute property. buildings, etc. (prevent Graffiti/ poster pasting etc.)
27. Prevent entry of animals into the campus and removal of stray/wild animals from campus of the Institute.
28. Conduct security audits/surveys/investigations/consultancies every quarter or as per requirements of the institute.
29. Inspection of Institutes' area in each shift should be conducted by the shift in-charge Supervisor. All Inspection reports shall be recorded, the records should be put up to C.S.O. for his remarks.
30. Ensure the safety of students, faculty, and staff of the institute while they are on campus.
31. Report any unsafe conditions and unsafe actions within the campus.
32. Report any incident involving persons and property of the institute and contractors performing work at the campus to the appropriate Institute Authority.
33. Provide security for specific functions like Convocation, Academic and Cultural program like FLUXUS, IAC, Sports and visit of any dignitary to the Institute.
34. Standard Operating Procedures (SOPs) for each safety and security activity should be prepared by the Agency and approved by the Institute, which may be modified from time to time in consultation with the Institute. The firm being awarded the tender shall have to submit such SOP within one month of deployment, failing which it shall be construed as violation of terms of contract and suitable fine would be levied on the firm by the Institute.
35. The Agency should carry out investigation of thefts, accidents or any other matter required from time to time and should submit a report/action report to the CSO or his Deputy.
36. The Agency, through its employees, should carry out any other job assigned by the Institute Authorities in interest of Security of Institute.
37. Maintain online deployment report of the staff and incidence logbook.
38. Confidentiality of CCTV recordings and storage policy to be maintained with consultation with CSO and Safety & Security Convener/Committee
39. Agency should work closely with Safety Security Committee of Indian Institute of Technology Indore and deploy one dedicated Manager for the same at for their deployment at IITI.
40. The Security Agency will detail security personnel to work in three shifts of eight hours' duration every day. The timings of the shifts will be as under:
 - (a) **'A' Shift – 0600 hrs to 1400 hrs**
 - (b) **'B' Shift – 1400 hrs to 2200 hrs**
 - (c) **'C' Shift – 2200 hrs to 0600 hrs (next day)**
 - (d) **'General Shift' – 0900 hrs to 1730 hrs**

(e) **Any other shift pattern as per the operational requirements**

41. The Security personnel should possess the minimum educational qualification, physical standards in accordance with the norms of the security Agency. Minimum standards of the norms of Central Government should also be followed.
42. In addition to the security guards, Security Supervisors (Shift In-Charges) will be deployed as per the requirement. They should be smart and efficient in command and control of the troop deployed. They should possess minimum educational qualification of bachelor's degree and have reasonable experience in the security of civilian and not below the rank of JCO in case of Ex-servicemen.
43. Apart from Security Supervisor, the agency should deploy a Senior Supervisor who should do the following:
 - a. Maintain the daily records of the unit such as Nominal rolls, daily duty, attendance, preview and grant leave to the employees of the security Agency,
 - b. Maintain the discipline of the personnel deployed at the Institute.
 - c. Conduct and supervise regular drills including fire and other operations of emergency.
 - d. Attend the site of occurrence of any untoward incident/emergency call,
 - e. Submit an incident report to CSO or his deputy in case of any incident.
 - f. Liaise with the local police as and when required.
 - g. Any other work assigned by CSO.
44. The manpower proposed to be deployed by the Agency shall be subject to screening by the Institute, to ascertain their suitability and skills.
45. Institute reserves the right to remove any person deployed by the Agency from its site without assigning any reason/notice.
46. No employee of the Agency shall work for more than 26 days in a calendar month or as specified by the Labour Laws.
47. No security guard who has performed duty during night shift will be permitted to perform duty immediately in the following dayshift of the next day. Continuous duty of more than 8 hours/double duty is not allowed except in special cases for which prior approval is required to be obtained from the Institute authorities and such guards would be paid overtime/honorarium as per rules.
48. The Agency shall provide the details of staff proposed to be deployed viz. name, father's name, DOB, residential address, permanent address, Telephone number, Bank account details, recent passport size photograph etc. such list would be updated by the Agency regularly on monthly basis. in form of a data base.
49. The Agency will be required to provide local police verification certificate within 15 days of deployment in the Institute. Fresh verification record should be furnished for any new Staff deployed at IITI either directly or as replacement. Verification certificate issued by the police should be submitted to the Chief Security Officer/Registrar, IIT Indore by the Agency.
50. The Agency shall conduct regular medical checkup, annual physical test of each and every of their employee deployed at the Institute.
51. Roll call of all shifts will be conducted in the Security Control room at various location of the Institute, under the supervision of Shift In-Charge. Roll call will be made at least 20 minutes before commencement of the shift. Security guards will be checked for their proper turnout, shave and haircut.

52. If any Security Guard is found not alert or away from his duty post without valid reason, then that duty period will be treated as absence. The cumulative period of absence of all such defaulters will be converted into man hours/man days at the end of the month and will be reflected as disallowance in the monthly bill.
53. In the event of any misdemeanor like sleeping during duty under the influence of liquor/drugs or indecent or insolent behavior by any Security Guard or Supervisory Staff, such personnel will be removed from duty immediately and shall not be detailed in the Institute in future. This condition will also apply to those personnel found abetting with another person in any sorts of misdeeds.
54. Off duty personnel will not be allowed to visit any duty posts.
55. The right to decrease/increase the strength of personnel posted at any time rests with IIT Indore. The Agency will provide decrease/increase manpower within 24 hours of such requirement. In case of increase in number of guards, the Agency will arrange for endorsement on the labour license for the total strength being deployed at IITI within two weeks of such increase.
56. The following documents will be maintained by the Supervisory Staff of the Agency:
 - (a) Daily Attendance Register
 - (b) Guard Checking Register
 - (c) Daily Orders Register
 - (d) Occurrence Register
 - (e) Roll Call Register
 - (f) Beat Book

Note: The Stationary for the above documentation will be provided by IITI. These documents will be put up to the Chief Security Officer or any other designated official of IITI on or before 5th day of every month or as and when required by the CSO or any other officer designated by the Institute.

57. The Shift In-Charge posted will take frequent round of all posts during their tenure of duty. Instructions for the round will be taken in person from the Duty Officer/CSO. They will report to the Duty Officer/CSO if there is anything to report or otherwise maintain a log of these reports in the Occurrence Register in every shift and put up to the Duty Officer/CSO at regular intervals. Active incident if any to be reported to the CSO immediately for informing the Institute Authorities.
58. The Security Agency shall be solely responsible for all acts of commission and/or omission on the part of their security personnel posted at IIT Indore.
59. The Security Agency shall immediately notify IITI in writing of the occurrence of any event which may result in or which may give reason to believe that there may be work stoppage, slowdown, labour dispute, strike, any labour related disruption of its own staff impediment or disruption in the due performance of the obligations of the Agency under this Agreement. The Agency also agrees that in the event of any such work stoppage, slowdown, labour dispute, strike, disruption or impediment continues for a period exceeding 24 hours, then, notwithstanding what is contained in this Agreement; IITI may at its sole discretion to terminate this Agreement forthwith.
60. The Agency shall provide trained manpower and conduct training as mentioned below:
 - a) At its own expense in consultation with the Institute Safety and Security Committee, regarding the procedures by continuous upgradation by organizing periodical training.

- b) The Agency shall also provide a tentative schedule /plan for training its staff for one year. A proper record of the training of its staff shall be maintained by the Agency.
 - c) The Agency will also include the training and enhancing skills of permanent security staff of Institute in consultation with the Officer(s) of the Institute at no additional expense to the Institute.
 - d) The Institute agrees to provide Space/Lecture Hall for such training Program. 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.
- 61. The Agency should deploy the manpower competent enough and qualified to undertake firefighting operations as and when required. The Staff selected for deployment will compulsorily undergo **ON-SITE Training** in a month under Agency's arrangements and expense.
 - 62. The Agency shall take day to day instructions from the Chief Security Officer/his Deputy or any other officer performing duties of CSO In-Charge of the Institute in absence of CSO.
 - 63. IIT Indore premises is **NO SMOKING ZONE**, **no security staff of the Agency should be found smoking, eating Pan, Gutka or Intoxicants/drugs etc. If any of the personnel of the agency found doing so would be levied fine for the first two instances and he would be removed from the site if the person found doing on subsequent occasion.**
 - 64. Agency will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made by these victims. The Contractor shall indemnify the IITI from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor. The contractor will fully indemnify IITI against all claims in this regard.
 - 65. The services of employees of Agency should be made available on all days on six-day week basis irrespective of holidays and on Sundays, if required. Institute may change the working pattern with consent of contractor if required.
 - 66. The Agency shall be fully responsible for providing leave benefits, weekly off, National & Festival holidays etc., to the personnel deployed and as and when any of personnel comes late or proceeds on leave or absents himself/herself, it will be the prime responsibility of the contractor to provide a suitable substitute. In case the contractor fails in fulfilling the obligations fully and in time, IITI shall have the absolute right to take up the work at the Contractor's cost and risk and recover any and all such expenses from the amounts due to the Contractor including Security Deposit. The Institute shall have the right to impose penalty of not less than 1% of the total order value (including all taxes), commensurate with the fault and amount towards damages if any, shall be recovered from the bill.
 - 67. The Security Agency will issue detailed working instructions to their Supervisory staff and security guards which will be approved by IIT Indore.

Section B

- 1. The contractor shall abide by all laws and regulations and statutory obligations in force from time to time including labour laws and shall indemnify the IITI from any claims in this regard.
- 2. Any liability arising on IITI shall be deducted from the bills of the contractor and if the full amount is not recovered then the same shall be recovered from the security deposit of the contractor. There would be no liabilities towards the workers of the contractor by the IITI.

3. The contractor shall be liable to pay compensation for any loss & damage caused to the property of the IITI or its Staff Members/Students/Visitors by the contractor or his workers.
4. The contractor shall be personally responsible for the conduct of his staff and in case of any complaint against any of his staff as regards work, discipline, attendance, or any other matter concerning efficient and smooth functioning; the contractor will be under an obligation to change the worker concerned when instructed by IITI authority. The contractor shall observe all the laws and will be responsible for any prosecution of liability arising from breach of any of those laws. The IITI will not have any responsibility with regard to staff on the role of the contractor what so ever.
5. A verification report in respect of all the personnel of contractor from the concerned police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over to the designated officer of IITI. Any changes should be informed of immediately.
6. The Agency should carry out 'on the job' training of Guards at the time of induction and ensure Refresher Training every 03 months during the period of the contract.
7. The Agency should have insurance cover from the Insurance Agency for public liabilities and thefts. Agency shall abide by all laws of the land including Labour Laws (ESI, PF, Bonus, Income Tax or any other extra taxes levied by the Government) Companies Act, Tax deduction liabilities, Welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be exclusive responsibility of the Agency, and it shall not involve the Institute in any way what-so-ever.
8. The Agency shall apply to the Labor Commissioner to obtain a labor license and will submit a copy of license to CSO/Administration department within 30 days from the date of issue of award of contract. If the agency fails to do so , the bill presented by the agency after 30 days will not be cleared till receipt of such application. Penalty @Rs. 5,000/- per day shall be deducted for the delay period beyond 30 days after the deployment.
9. **Uniforms, Gum Boots, torches, Whistles, Lathis, Raincoats, Name Plates for Agency staff will be provided by the Agency FREE OF COST TO THE INDIVIDUALS. Uniform will not be of Khaki, Olive Green or Disrupted pattern or any other pattern of any government forces. The Institute shall not allow any employee of the Agency to work inside the institute without uniform except in cases wherein especially asked for. The Agency shall issue an Identity Card to each employee who will display the same on his uniform while on duty.**
10. **Uniform and other accessories** as furnished below will be provided by the Security Agency to the guards at the time of joining and subsequently every year. The Agency is allowed to display their logo however, the logo of IITI should be prominently visible: -

Particular	Nos.	Life Period
Light Blue Shirt full sleeves and Navy Blue Trouser	2 sets each to individual guard	1 year
Salwar Suit of light Blue Color	2 sets each to lady Guard	1 year
Black Shoe	1 pair each to individual guard	1 year
Black Socks	2 pairs each to individual guard	1 year
Monkey cap / Commando cap	1 No. each to individual guard	1 year
Beret Cap for Supervisor	1 No. each to individual guard	1 year
Belt (multipurpose) with steel	1 No. each to individual guard	1 year

buckles with all attachments for holding torch, acrylic lathi and other equipment, with all safety/security equipment.		
Raincoat (Waterproof lining)	1 No. each to individual guard	1 year
Jacket for winters	1 No. each to individual guard	1 year
Wooden Baton	1 Nos. each to individual guard	1 year

(Agency may have a common raincoat and winter jacket, but the quality of such item should of very high quality and commensurate with the decorum of the Institute)

11. The agency will provide all the essential COVID or any other epidemic/pandemic related protections items to their personnel deployed at the Institute including surgical masks, hand gloves, face shield and full PPE kits wherever required during their duty deployment. Other consumables like Sanitizers and liquid hand wash etc. are being provided by the Institute at various places on the campus.
12. The Agency shall be responsible for all injuries and accidents to persons employed by it. It will also cover its personnel for personal accident whilst performing the duty.
13. The Agency shall be responsible for the good 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 of the Institute, it shall terminate the services of such employees on the recommendation of the Chief Security Officer or any other officer designated by IIT Indore. The Agency shall issue necessary instructions to its employees to act upon the instructions given by the supervisory security staff of the Institute.
14. That no right, much less a legal right shall vest in the Agency's workers to claim/have employment or otherwise seek absorption in the Institute nor the Agency's workers shall have any right what so ever to claim the benefits and for emoluments that may be permissible or paid to the employees of the Institute. The workers will remain the employees of the Agency and this should be solely the responsibility of the Agency to make it clear to their workers before deputing on work at the Institute.
15. The scope of work mentioned at Section A and B, description and the terms and conditions maintained herein above are only indicative and not exhaustive and the Agency shall meet any other requirements of IIT Indore from time to time, relating to the Security of the Institute.

Payment

1. Monthly payment will be paid by the IIT Indore for the deployment of Security Personnel as per actuals in accordance with the agreement.
2. The Security Supervisors would be paid 33% more than the wages of security guards and Senior Security Supervisor will be paid 10% more than the wage of the Security Supervisors.
3. Payment of bills for services rendered will be on reimbursement basis of monthly payment cycle. After payment of salary, the bills shall be supported with the following documents: -
 - a. Bill on Agency letterhead giving details of total number of personnel engaged, number of Man days and cumulative total.

- b. Amount shall be claimed along with details of payment made to the staff engaged for the previous month (copy of the Attendance Particulars to be attached) on reimbursement basis.
- c. Certificate to the effect that "Conditions of Minimum Wages Act and other Statutes on the subject have been complied with". The amount of first bill will be paid in full on the proof of disbursement of wages to the security personnel. In subsequent months the proof indicating the reference of all beneficiaries of remittance to ESI and EPF department would be submitted by the Agency. In case there is any discrepancy in the remittance of these amounts, the amount would be deducted from the following month's billing and kept on hold till the Agency submits the valid proof of deposit of such amounts.
- d. The amount of EPF and GST will be deposited by the Agency separately for their employees deputed at IIT Indore. Copies of the challans and ECR towards remittance of EPF, ESIC shall be enclosed with the bill of next month.
- e. The Agency will ensure that all security personnel should possess bank account in a national bank and their salaries are remitted to their account.
- f. Income Tax will be recoverable from the Agency's monthly bill as per rules.

The payment activity dates will be observed as per details below:

S.No.	Activity	By Whom	Turnaround Time
01.	Submission of Attendance to IIT, Indore	Agency	By 2 nd of every month for previous month
02.	Verification of Attendance	IITI	By 5 th of every month
03.	Salary Disbursal	Agency	Salary should be remitted to individual's bank account on 7 th of every month (one day before in case 7th is falling on a holiday).
04.	Submission of Invoice to IIT Indore	Agency	Within 3 working days of the following month
05.	Release of Payment	IITI	By 15 working days of receipt of Bill, proof of disbursement of wages.

NOTE: -

- a) The Agency must comply with the provisions of the Minimum Wage Act in disbursement of Wage payment to its Security Guards and deposition of Statutory charges such as EPF and ESI to the concerned Agencies.
 - b) Delay beyond the date in accordance with payment activity or any discrepancies in disbursement of salary will be viewed seriously and Penal interest @ 1 % Per Day on the Total amount of the bill payable to security Agency will be charged by the Principal Employer i.e., IIT Indore.
 - c) 1.5 day leave per complete month is admissible to individuals on prorated basis for which encashment would be paid half yearly.
4. The contractor will submit the wage bill as per format and details in accordance with the labour laws. The contractor will keep the following instructions in view while submitting the monthly wage bill(s):
 - i. A spare/attested copy of bank scroll/bank challan as a proof of depositing EPF/ESI etc. to the concerned Department along with list of security personnel in respect of whom the amount has been deposited will be submitted to this Institute with the bill of wages for the next month.

- ii. *Deduction Schedule showing details of deductions of EPF/ESI of each personnel should be tallied with the wage bill.*
 - iii. *The Agency will certify on the bill that the monthly wage bill of all personnel deployed by him in this Institute is complete and no person has been left and no supplementary bill will be submitted thereafter.*
 - iv. *No person(s) has/have been engaged on contract basis in this Institute without the prior approval of CSO or any other officer authorized by the Institute in this behalf.*
4. The Agency shall in **no case pay its employees less than the minimum mandatory rates as specified by the Central Government per month plus allowances**. The payment should be made by RTGS/NEFT/bank transfer and a record will be required to be put up to the Asst. Registrar/Chief Security Officer or his deputy soon after the salary is credited. Such a record may be examined by the authorities of the Institute at any time.
 5. In case the Agency fails to make timely payments to its employees, or any employee of the Agency reports to the Institute either in writing or verbally 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. Repetition of such incident would invite 1% penal charge on the amount due per week (less than 1 week period will be treated as a week for the purpose).
 6. Rate Revisions: During the currency of contract, in case, the Government of India increases service tax from the present, the same will be admissible. No increase in amount other than the statutory taxes in the present rate will be considered under any circumstances. EPF, ESI and the minimum wages, revision if any will be allowed as per the orders of Government. The onus for producing the copy of notification of Central Government for minimum wages will be of the Agency.
 7. The final payment of the Agency will be cleared by the Institute only after obtaining clearance of any liabilities pending with the Agency.
 8. IITI shall be entitled to set off against and deduction and recovery from the aforesaid charges and any other sums payable by IITI to the Agency at any time, any tax, levy or other amount whatsoever which may be required to be deducted by order of any Court/Authority under any law now existent or which may come into existence during the currency of this Agreement as also any and all amounts which may be or become payable by the Agency to IITI under this Agreement or pursuant thereto, provided however that IITI will give the Agency a notice of not less than 2 days prior to the making of any set-off, deduction or recovery (other than a set-off, deduction or recovery made in accordance with any law or required to be made under any law or made pursuant to any order of a Court or other authority) against or from the aforesaid charge/sums lying with IITI.

Termination

The contract may be terminated in the event of occurrence of any of the following contingencies: -

1. Without any prior notice on the expiry of the contract period.
2. Either party may terminate the Contract by giving the other 60 days prior written notice of the same and this agreement will stand terminated on the expiry of the 60 days period provided

always that the Agency has fulfilled and complied with all its obligations to IITI in connection with and under this Agreement on the date of such termination. ***This is without prejudice to the right of institute to terminate the contract within first three months of initial deployment in which the institute may terminate the contract by giving notice of 30 days.***

3. In case of breach of any of the terms of this Agreement by the Agency, IITI shall be entitled to terminate this agreement immediately without giving any written notice to the Agency for the same. At this stage IITI shall be entitled to retain from and out of any monies then due to the Agency hereunder or which become due after termination thereof, any amount which, according to IITI is due and owing to it by the Agency arising directly or indirectly under this contract.
4. IIT Indore shall reserve the right for imposing penalty or cancellation of the contract

Post Termination Responsibility of the Agency

1. Upon termination of this Agreement or on renewal of the same, the Agency shall immediately handover all the documents and any data held by it to IITI. The Agency shall also forthwith remove all its Staff together with its machines/equipment whatsoever from the premises of IITI. This is further subject to the fact that IITI may at its option direct the Agency to finish any work/works which may at date of termination be outstanding.
2. Any breach of the obligation or delay in its implementation shall without prejudice to IITI's other rights at law, result in damages at the rate of Rs.10,000 per day with interest thereon at the rate of 18% per annum. This amount may, without prejudice to all other rights of recovery vested by law in IITI, be also recovered from the outstanding dues, if any, of the Agency held with the Institute.

Non-Exclusive

It is agreed and clarified that this Agreement is on a non-exclusive basis and the parties are at liberty to enter into similar agreements with others. (Provided, however, the Agency shall ensure that its entering into agreement/s with other parties, shall not in any way conflict with or affect IITI's interests, rights, remedies under this Agreement or in law).

Arbitration

In the event of disputes, differences, claims and questions arising between the parties hereto arising out of this Agreement or in any way relating or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavor to settle such differences, disputes, claims or questions by friendly consultation and failing such settlement, the same shall be referred to the arbitration of arbitrator, to be appointed by IITI. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 or re-enactment thereof for the time being in force and shall be held in Indore. All legal disputes will be subjected to jurisdiction of Indore Courts.

(Signature of Authorised representative
of the bidding firm with seal)

CHAPTER – 5**TECHNICAL BID (LIST OF DOCUMENTS TO BE UPLOADED ALONG WITH ANNEXURE- I)**

1. The intending Tenderer shall upload a self-declaration on their letterhead as PDF file in Cover-I of e-tender, along with the tender documents, confirming that they are regularly providing the Security Services.
 2. The hiring of manpower for the security services shall be in compliance with the specifications mentioned in tender.
 3. The tenderer should be a registered contractor having a valid license under 'The Contract Labour (Regulation and Abolition) Act' and should furnish the proof of relevant experience i.e. providing manpower in educational institution of repute, Govt., PSU, or R&D organization like IITs, IIMs, IISER, NITs and Universities etc.,
 4. The estimated cost of the Tender is **Approx. Rs. 3,66,00,000 (Rupees Three Crores Sixty Six Lakhs Only)** per annum.
 5. **Experience:** The tenderer should have experience of having executed/completed similar works during the past 05 years commencing between **April 1, 2018 and ending on March 31, 2023** in educational institution of repute, Govt., PSU, or R&D organization as stated above (IIT, NIT etc.) Experience in other institutions will not be considered. The experience should be one of the following:
 - a) *Three similar completed works during last 05 years, each costing not less than the amount equal to Rs. 1 Crore,*
OR
 - b) *Two similar completed works during last 05 years during the above referred period, each costing not less than the amount equal to Rs. 1.50 Crore,*
OR
 - c) *One similar completed works during last 05 years out of above, each costing not less than the amount equal to Rs.3 Crore*
- Note:** Experience prior to **April 1, 2018 and later than March 31, 2023** will not be considered as experience. **"Similar work"** means providing of Security Services at Central Govt. Higher Educational Institutes
6. The tenderer must produce work done certificate from the clients. The work done certificate should mention the details of work executed, the value of work done, the date of commencement and date of completion of the work.
- Note:** Copy of work order and/or self-certified certificate will not be accepted as certificate of experience. If any document other than certificate of experience is produced, such document will not be accepted as relevant. Tenders not accompanied by certificate of experience issued by the client will automatically stand disqualified.
7. PAN details of the firm have to be indicated along with a certified copy.
 8. An affidavit, in original, duly certified by a Notary that the Partners of the firm or sole proprietor or Company as the case may be, has never been black-listed and the name of the firm or company has not been changed.

9. An affidavit, in original, duly certified by a Notary that there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that he has never been punished by any Hon'ble Court.
10. All pages of the tender document should be duly signed & sealed by the tenderer and the document should be submitted in sealed condition.
11. The tenderer shall submit the information sought in the format enclosed as **Annexure "A"** as part of Technical bid along with the General Terms & conditions (duly signed). The Tenderer must have EPF/ESIC Registration number as per the rules to contribute to EPF/ESIC.
12. The persons deployed for work should not be involved in any police case or any case should be pending against them. Police verification certificate for the persons deployed for work to be submitted.
13. The workers must be provided with uniforms (and where required standard safety shoes and other materials for safety and safe handling of chemicals, etc.) by the contractor from out of his service charges to the departments like transport and housekeeping.
14. If in the opinion of the IITI authorities, the performance of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behavior is not conducive to retaining them for the work, he/she should be replaced within 15 days.
15. Failure to comply with these conditions renders the tender/bid automatically disqualified. The original documents should be produced for verification at any stage of the tender process as and when sought for, failing which; the bids are liable for disqualification.
16. **Security Deposit:** - *For due performance of his/their obligations under the contract, during the validity, the successful tenderers shall have to deposit) as Security Deposit which will be free of interest, immediately after commencement of the contract. This security deposit is to be furnished in the form of Bank Guarantee as per the format furnished by the Institute from any of the Nationalized Banks or SBI or from any one of the scheduled banks. The security deposit will be forfeited in case of breach of contract. After successful completion of the contract, the security deposit will be refunded within 60 days after adjusting dues if any to the IITI from the Contractor. (PBG Format Attached as Chapter 14)*
17. The tenderer should read the 'General Terms and Conditions' of the IITI annexed hereto and give their acceptance. The tenderer is advised to visit the IITI on any working day between 1000 hrs and 1600 hrs to assess the nature and quantum of work before tendering with prior permission.
18. The manpower proposed to be deployed by the Company /Agency shall be subject to screening by the Institute, to ascertain their suitability and skills. Before deploying a person in the Institute, the Company/Agency shall make a wide publicity for invitation of application of suitable candidates by means of advertisement in News Paper and electronic publicity. The company/Agency will submit an certified copies of publication. The company/Agency will furnish complete particulars and obtain written approval of the designated officer of the Institute.

CHAPTER -6**TECHNICAL DETAILS/ COMPLIANCE MATRIX- ANNEXURE "I"****(Firm should enter the compliance against each column for consideration of their bid)****PART-A****Documents details to be mandatorily submitted:****I) ESSENTIAL PREQUALIFICATION CRITERIA:**

Sl. No.	Particulars	Compliance YES/NO (If No, Confirm the deviation)	Attach the Documents and Confirm the Page No.
1.	Earnest Money Deposit (EMD)		[Attach as enclosure & refer here]
2.	Annual Turnover of Rs. 10 Crore or more for the financial year 2021-22		[Attach as enclosure & refer here]
3.	05 Years or more experience in the field of security after registration with following conditions: i) More than 500 men on roll as on date of submission of tender and, ii) At least 100 men deployed at a single location		[Attach as enclosure & refer here]
4.	Experience of similar works in last 05 years between 01 April 2018 to 31 March 2023		[Attach as enclosure & refer here]
5.	Should have own training school or have a valid tie up with Govt. agencies or other agencies in the security industry for training of their personnel deployed		[Attach as enclosure & refer here]
6.	Address of Registered office at Indore (Municipal Limit – copy of telephone/Electricity Bill to be attached)		[Attach as enclosure & refer here]

II) DOCUMENTS RELATED TO OTHER POINTS OF THE TECHNICAL BID

Sl. No.	Particulars	Compliance YES/NO (If No, Confirm the deviation)	Attach the Documents and Confirm the Page No.
1.	Name of Firm/Tenderer/ Company (in block letters)		[Attach as enclosure & refer here]
2.	Permanent Address & Telephone No.		[Attach as enclosure & refer here]
3.	Full Postal Address, Telephone/Fax No./E-mail:		[Attach as enclosure & refer here]
4.	Copy of a valid Labour License for Madhya Pradesh, issued by the Central Labour Department under Contract Labour Act duly attested by a gazette officer/notarized.		[Attach as enclosure & refer here]
5.	List containing the names of higher educational institutions/ research institutions/ universities where they have served earlier within last 05 Years as per the format at Part B		[Attach as enclosure & refer here]
6.	Details of Current Clients (Monthly average billing below Rs. 10 Lac) as per the format at Part B		[Attach as enclosure & refer here]
7.	Details of Major Clients (Giving Business for more that Rs. 10 Lacs per month) as per the format at Part B		[Attach as enclosure & refer here]
8.	Declaration of annual turnover and Income tax return and Profit/Loss Statement for, 2019-2020 to 2021-2022 duly certified by Chartered Accountant duly certified by the Chartered Accountants as per the format at Chapter-10		[Attach as enclosure & refer here]

9.	Performance Report for Security Services provided in Government/ Semi-Government/ Autonomous Organizations as per the proforma given at Chapter-15		[Attach as enclosure & refer here]
10.	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or the Company has never been blacklisted or changed the name		[Attach as enclosure & refer here]
11.	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company is/are not involved in any Police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court (Original should be presented during the techno commercial discussions before award of the contract)).		[Attach as enclosure & refer here]
12.	Details of ESIC Registration with Date and proof of registration.		[Attach as enclosure & refer here]
13.	Details of EPF Registration with date and proof of registration		[Attach as enclosure & refer here]
14.	Acceptance Certificate		[Attach as enclosure & refer here]
15.	Letter of Consent		[Attach as enclosure & refer here]
16.	Declaration Regarding Clean Track		[Attach as enclosure & refer here]
17.	Solvency Certificate		[Attach as enclosure & refer here]

Date:

Signature of Tenderer,

Seal & address

A. List of higher educational institutions/ research institutions/ universities served earlier within last 05 Years):

[illegible]

Seal & address

B. Details of Current Clients (Monthly average billing below Rs. 10 Lac):

Should be furnished in the following format- only:

SI No.	Name of the Client and full address	Name, Designation Mobile Number and email id of number of the contact person of the client	Date of start of the contract	No. of average Security personnel deployed	Value of contract in Rupees per annum

Date:

Signature of Tenderer,

Seal & address

Should be furnished in the following format- only:

[illegible]

Date:

Signature of Tenderer,

Seal & address

Chapter- 7

Technical /Pre-Qualification/Presentation Evaluation Criteria:

Sl. No.	Particulars	Total Marks
1	Registered office at Indore (Address of Registered at Indore Municipal Limits – copy of Telephone/Electricity Bill to be attached) (No number would be awarded if Head Office/Regional Office or Branch Office is not situated at Indore)	15
2	Copy of a valid Labour License for Madhya Pradesh, issued by the Central Labour Department under Contract Labour Act duly attested by a Gazetted Officer/Notarized. 100 labours or More 50 to 99 Labours Below 50 Labours	10 05 00
3	Experience of similar works in any 05 years between 01 April 2018 to 31 March 2023. (Furnish details in PART-B, Chapter -6) a) 03 Works in last 05 years, each costing not less than the amount equal to Rs. 01 Crore. OR b) 02 Works in any 05 years during the above referred period, each costing not less than the amount equal to Rs. 1.50 Crore. OR c) 01 Work in any 05 years out of above, each costing not less than the amount equal to Rs. 03 Crore. No number would be awarded if not meeting any of the given below criterion:	10
4	Enlist the names of higher educational institutions/ research institutions/ universities where they have served earlier within 05 years in these institutes. IITs CFTIs Other Government Institute (No number would be awarded if not worked in any of the above institutions in last 05 years)	20 15 10

5	Proof of Financial Capacity (Certificate from Chartered Accountant). Annual Turnover for the last 3 years (2019-20 to 2021-22), as per format at Chapter - 10 Above 10 Crore Between 5 Crore to 10 Crore	10 5
6	Profit/Loss Statement for, 2019-20 to 2021-22 duly certified by Chartered Accountant on the format at Chapter – 10 (No Number would be awarded if the company/firm is in Loss)	10
7	Performance certificate from 2 current employers to be attached (fresh certificates issued in the month of July 2023 or later) (only certificates with overall performance good or above will be considered for award of numbers, No Number would be awarded for performance less than Good or if 2 certificates are not attached, - overall performance will be calculated with feedbacks provided by the employers)	20
8	Signed Documents as per PART-A (Sl. No. 1 to 18) of Chapter 6. (No number would be awarded if any one document is missing from Sl. No. 1 to 18)	05
Total Technical Marks (X)		100

The threshold score for qualifying in the technical evaluation is minimum 70 out of 100.

Top 5 technically qualified scorers in the technical evaluation will be called for the **presentation**. The tenders of the bidders who did not turn up for the presentation will be summarily rejected. The presentation will be evaluated, and presentation marks (Y) will be obtained on a maximum score of 20.

The total technical score/ marks including presentation of the qualified bidders (who are called for and attended presentation) shall be computed using following formula:

$$\text{Total Technical Marks (TBS)} = 40\% \text{ of } X + Y$$

The technical scores of all other bidders who are invited for the presentation and attended it, will be considered technically qualified and financial bids of only those bidders will be opened.

Note: The technical bid shall be opened on the scheduled opening date and the price of only the firm/agencies who are found qualified on evaluation of the technical bids, shall be opened on a later date (working day) with intimation to the bidders.

Bidders who are declared as Technically Qualified will be allowed to participate in Financial Bid process.

Evaluation of Price Bids:

Evaluation of the bids as per the GeM -QCBS

Tie-Breaking Clause:

In case two or more bidders score equal marks in the Final Bid Evaluation score then the following criteria will be adopted for tie-breaking in order of merit:

- (i) **Annual value of turnover:** Bidder having larger turnover will be given preference.
- (ii) **Value of similar works executed:** Bidder having larger value of similar works executed will be given preference.
- (iii) **In the case of equal on (i) & (ii) above, the longer period of contract will be considered.**

Award Criteria:

The Bidder/Company/Firm/Agency achieving the highest combined technical and financial score after giving weightage as mentioned in Chapter 7 will be declared qualified.

Notification of Award:

Prior to the expiry of the period of validity, the authority of the Institute will notify the successful Bidder in writing by e-mail, to be confirmed in writing by e-mail/speed post or hand delivered letter, that its bid has been declared qualified.

Chapter- 8
ACCEPTANCE CERTIFICATE
(To be given on Company's Letter Head)

Date: DD/MM/YYYY

To,
The Registrar
Indian Institute of Technology Indore
Khandwa Road Simrol-453552

Sub: Acceptance of Terms & Conditions of Tender. IITI(MM)/Security/NIT/RK/288/2023-24 dated
29th September 2023 for "Comprehensive Security Services For IIT Indore"

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein and I have no objection for any of the content of the bid document. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of bid.
3. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
4. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. I / We do hereby declare that we have quoted our firm rates inclusive of taxes if not mentioned extra.
6. I/We agree to hold this offer open until 180 days and shall be bound to supply/commission/install/test the equipment and dispatch the same within the specified period.
7. I/We agree that in case if we fail to deliver the goods/complete the work/supply within the stipulated time, then institute has full power to compound the liquidity damages or forfeit the Bid Security/Security Deposit or any necessary action as deemed fit can be taken by the IIT Indore.
8. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the IIT Indore, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me. Should the said officer deem it necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.

9. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the bidding firm or manufacturer.
10. I/We undertake that the items supplied are as per Demonstration/Catalogue/technical literature description.
11. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.
12. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of State/Central//Institute/Department/PSUs. I/we also offer to supply the Equipment/stores at the prices and rates not exceeding those mentioned in the price bid.
13. I/We do hereby confirm that I/we aware about the provisions of "Make in India"/startup initiatives and directives regarding Price Preference Policy to Make in India Registered Bidders and I/We undertake for following the same as per directions of IIT Indore in respect of this E-Bid Enquiry.
14. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required.
15. I/we also declare that in case of change of Indian Agent or for any other change. Merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee/Warranty/Maintenance of the machinery/equipment and have provided written confirmation for the same.
16. I/we undertake to get the equipment repaired/replace within 48 hours of the receiving of the complaint from the institute failing which a penalty of @ 1% of the cost may be recovered from the Bank Guarantee before releasing the same to us after completion period.
17. I/we undertake, If as a result of post payment audit any over payment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this bid, it shall be recovered by the IIT Indore from our Agency.
18. I/we undertake, If any under payment is discovered, the amount shall be duly paid to our Agency by the IIT Indore.
19. I/we undertake that we shall liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by IIT Indore.

Yours faithfully

(Signature of the Tenderer)

Printed Name:

Designation:

Company Seal:

Date:

Chapter- 9
DECLARATION REGARDING CLEAN TRACK
 (To be submitted on Firm/Company Letterhead)

Date :

To,
 The Registrar
 Materials Management Section
 I.I.T. Indore,
 Simrol, Khandwa Road
 Indore – 453 552.

**Sub: NIT No. IITI(MM)/Security/NIT/RK/288/2023-24 dated 29th September 2023 for
 "Comprehensive Security Services For IIT Indore"**

Dear Sir,

I/we carefully gone through the Terms & Conditions contained in the above-referred NIT.
 I/we hereby declare that my company / firm is not currently debarred / blacklisted/convicted by
 any Government / Semi-Government Organizations / Institutions in India or abroad. I/we further
 certify that I'm a competent officer in my company /firm to make this declaration.

Or

I/we declare the following:-

No.	Country in which the company is debarred / blacklisted / case is pending	Blacklisted / debarred by Government / Semi Government Organizations / Institutions	Reason	Since when and for how long

In case the above information is found false I/we are fully aware that the tender/contract shall be
 liable to be rejected/cancelled by the IIT Indore and EMD / SD shall be forfeited.

In addition to the above, IIT Indore will not be responsible to pay the bills for any completed /
 partially completed work.

Yours faithfully

(Signature of the Tenderer)

Printed Name:

Designation:

Company Seal:

Date:

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding the
 period for which the company/firm was blacklisted and the reason/s for the same)

Chapter- 10
DECLARATION OF ANNUAL TURNOVER, PROFIT & LOSS AND
INCOME TAX RETURN

(To be submitted on Firm/Company Letterhead)

To,
The Registrar
Materials Management Section
I.I.T. Indore,
Simrol, Khandwa Road
Indore – 453 552.

Date :

Sub: NIT No. IITI(MM)/Security/NIT/RK/288/2023-24 dated 29th September 2023 for
"Comprehensive Security Services For IIT Indore"

Dear Sir,

I/we hereby declare that the details of our firm's Annual Turnover and Profit & Loss are as follows duly certified by my/our Chartered Accountant:

Financial Year	Turnover	Profit & loss	Remarks
2019-2020			
2020-2021			
2021-2022			

And,

2) I/we hereby declare that our firm had filed Income Tax Returns for last 3 years i.e. FY 2020-21 to FY 2022-23. Supported by copy of ITR of three years.

Yours faithfully

(Signature of the Tenderer)

Printed Name:

Designation:

Company Seal:

Business Address :

Date:

CERTIFIED

(Name of the Chartered Accountant/Firm)

Seal

Date:

Chapter- 11
Letter of Consent

Date:

To

The Registrar
IIT Indore
Tender Ref. No.

Name of Work: 'Comprehensive Security Services For IIT Indore,

Dear Sir,

I/We understand the nature and quantum of work to be carried out. I/We have read various condition to the tender including general conditions and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 180 days from the date fixed for opening the bid.

In case the tender is withdrawn within the validity period or the contract if awarded, I/We understand that our bid security declaration holds good, and I/We understand that I/We will be barred for future tendering as per the clauses of the bid security declaration.

The rate quoted by us is firm and I/We will execute the work as per the rates quoted in the attached schedule and hereby bind myself/ourselves to carry out the work during the entire contract period as per the letter of acceptance and terms of the tender/contract. I/We also hereby agree to abide by the rules and regulations of the IIT Indore, general conditions of the contract amended from time to time and to carry out the work according to the conditions laid down by the IIT Indore.

Acceptance of this tender/contract shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

Signatures of Tenderer(s) with stamp, address

Note: The formats have been made available in the word format in the document title 'Annexures'. The format may also be downloaded; no change should be made by the tenderers except filling up details. In case any change is made in the contents of the formats, except filling -up details, it shall be treated as unauthorized and such tender will stand automatically disqualified.

Chapter- 12
FORM OF UNDERTAKING

(to be submitted by the successful company/agency before deployment of manpower)

We hereby declare that the advertisement inviting applications for deployment of Security Manpower at IIT Indore has been published in _____ newspaper dated _____ exclusively and wide publicity has been given. The candidates have been evaluated with regard to the qualitative requirement as mentioned in the published invitation of application.

We will be liable to appropriate action as per the contract in case of any shortcomings omission and commission.

SIGNATURE OF THE CONTRACTOR OR HIS
AUTHORIZED SIGNATORY

DATE:

ADDRESS WITH SEAL OF THE AGENCY /FIRM

CHAPTER- 13

PRICE BID

- a) The price bid shall comprise the techno commercial bid along with the percentage component for the service.
- b) The prices quoted must be in percentage of the Total CTC Only. Price quoted in other format like per person or for month or year will NOT be considered.
- c) This has been decided as the Institute as Principal Employer, has the responsibility to ensure that unduly lower rate of Service Charge will not lead to complaints from workers regarding delay in payment, improper reduction in wages, seeking monetary return by the contractor from workers, etc. thereby affecting the performance of the workers.
- d) The Institute reserves the right to take a view on the reasonability of the rate of Service Charge. The decision of the Institute in this regard shall be final and binding. No representation in this regard will be entertained and replied to.
- e) The prices once accepted by the Institute shall remain valid till the successful expiry of the contract period and the work fully effected and accepted or 12 months from the date of acceptance of contract, whichever is later. The Institute shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Government levy/duties/taxes during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/taxes/duty, if any.
- f) The below mentioned Financial Proposal/Commercial bid format is provided as BoQ along with this tender document at <https://gem.gov.in>
- g) Bidders are advised to download this BoQ.pdf as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.
- h) Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD shall be forfeited.
- i) The tender shall remain valid for acceptance for 180 days, from the date of tender opening.

OTHER CONDITIONS FOR PRICE BIDS

1. **Taxes:** Taxes will be paid as rules in force from time to time.
2. Tentative No. of workers to be engaged as assessed by IITI for security services including the weekly off strength (this figure is variable based on requirements of the institute):

a) Senior Supervisor	-	01
b) Security Supervisors	-	06
c) CCTV Operator-Supervisor	-	03
d) Security Guards	-	83
e) Lady Security Guards	-	08
f) Security Guard Clerk	-	01
g) Security Guard Fireman	-	01
h) Senior Supervisor Engineer	-	01
i) Security Guard Technician	-	01
Total	-	105
3. No unilateral revision in price will be admissible.
4. Rates should be quoted for service charges.
5. **Service charge in percentage should be quoted in the BOQ.**

Signature of Tenderer

CHAPTER- 14
PRE-BID QUERY FORM

Sl. No	Reference of the Clause No. of the Tender Document	Query/Clarification/Deviati on sought	Clarification/Response from IITI
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

CHAPTER- 15**Performance Report for Security Services provided in
Government/ Semi-Government/ Autonomous Organizations**
(To be issued by the organization where facility is being provided)

1. Name of the Owner:
2. Name of the Company/Firm & Location:
3. Name of organization where Manpower services are provided:
4. Name and contact No. of the person in the Organization for verification:
5. Date of award of contract:
6. Date of expiry of license/completion of contract:
7. Value of work in Contract:
8. Performance Report: Please tick/circle the correct option.

(a)	Quality of service	Excellent/Very Good/Good/Fair/Poor
(b)	Resourcefulness	Excellent/Very Good/Good/Fair/Poor
(c)	Behaviour and Attitude	Excellent/Very Good/Good/Fair/Poor
(d)	Redressal of complaints and Promptness	Excellent/Very Good/Good/Fair/Poor

Signature of Auth Representative

Name:

Designation:

Business Add:

Office Seal

(Signature of the Tenderer)

Name:

Designation:

Company Seal:

Business Address:

Date:

CHAPTER-16
PERFORMANCE SECURITY FORMAT

To,

.....

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. datedto supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee:

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the supplier(s)/vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s)/vendor(s) shall have no claim against us for making such payment.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

Phone No., Fax No. & e-mail id.

CHAPTER- 17

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

INTEGRITY AGREEMENT

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

BETWEEN

The IIT Indore, represented through Jt. Registrar Material Management, IIT Indore
....., (Hereinafter referred as the
'Principal/Owner', (Address of Division) 'Principal/Owner', which expression shall unless repugnant to the
meaning or context hereof include its successors and permitted assigns)

AND

Name and Address of the Individual/firm/Company) through
..... (Hereinafter referred (Details of duly authorized
signatory) to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context
hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.....)
(hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract
forat IIT Indore." (Name of work) hereinafter referred to as the
"Contract". AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules,
regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and
Contractor(s).AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this
Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall
also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as
follows and this Pact witnesses as under:

Article 1: Commitment of the Principal / Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles
No employee of the Principal / Owner, personally or through any of his / her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (a) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (b) The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PoC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PoC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practices means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 6 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.

- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board Resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: Legal and Prior Rights

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

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

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

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

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:

Dated:


Assistant Registrar (MM)

सहायक कुलसचिव
(सामग्री प्रबंधन विभाग)
Assistant Registrar
(Materials Management Section)