





INDIAN INSTITUTE OF TECHNOLOGY KANPUR

E-TENDER FOR PROVIDING ROUND THE CLOCK CONTRACTUAL SECURITY, WATCH AND WARD SERVICES

TO

IIT KANPUR INCLUDING ITS
OUTREACH CENTRE AT SECTOR-62 NOIDA

E-Tender No.: Security/SWWS/IITK/2020/371

INDIAN INSTITUTE OF TECHNOLOGY KANPUR
SECURITY SECTION,
KALYANPUR, KANPUR - 208 016
U.P., INDIA

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NOTICE

Invitation for Financial and Technical Bids from the Private Security and Intelligence service agencies for Providing round the clock Security, Watch and Ward Services to IIT Kanpur and its Outreach Centre at Sector 62 Noida: -

On behalf of the Director, IIT Kanpur, The Registrar hereby invites bids from reputed Security and Intelligence Service Agencies with nationwide presence for providing Security and Ancillary services round the clock for the Indian Institute of Technology Kanpur and its Outreach Centre at Sector 62 Noida (hereinafter referred to as the Institute) on contract basis on payment of monthly lump sum composite charges for number of security personnel to be deployed as per the departmental estimate as per Govt. of India prescribed rates separately indicating (a) GST component as applicable and (b) Service Charges of the agency. The Bidder should fulfill the following eligibility criteria: -

- a) Should be registered as a Company under Companies Act 1956/2013 and should be in existence as such entity for not less than five years as on 30.09.2020.
- (b) PAN Card [in the name of bidder/agency or proprietor:
- (c) Registration under EPF and MP Act 1952
- (d) ESI Registration under ESI Act 1948
- (e) Registration under Private Security Agencies (Regulation) Act, 2005 (PSARA)/ approved by any Statutory body of Govt. of India. The duration of continuous registration should not be less than five years as on 30.09.2020.
- (f) GST Registration.
- (g) Have been in contractual security service business continuously during preceding five years.
- h) Minimum 500 Security Guards have been on their daily payroll during last three financial years i.e. 2017-18, 2018-19 and 2019-20.
- i) Organized training Centre security personnel with clear recruitment policies.
- j) Have at least five contracts for providing security services of annual value not less than Rs. 50 (Fifty) Lakh each, during last five years. Experience in providing security services to Educational Institutions will be preferred.
- k) Average Annual turnover for the last three years i.e. 2017-18, 2018-19 and 2019-20 should not be less than Rs. 50 crores each year in security related services.
- l) Have the capability to provide vehicles and licensed radio/wireless equipment for communication within the campus.
- m) The agency or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department or should not have been found guilty of commission of acts of moral turpitude or convicted for any economic offence or for violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations including PF/ESIC authorities. Further no past contract of such agency should have been terminated in the past 3 years on account of violation of laws or deficiency of services or breach of contract. An affidavit to this effect on a non-judicial stamp paper of 10/- shall be given by the bidder along with the Earnest Money Deposit (EMD) and also submit a self-declaration as per Annexure-II.
- n) The bidder should follow the minimum wages rate of Govt. of India.

e-procurement **Applicant** may apply for the E--tender through (URL: https://eprocure.gov.in/eprocure/app) and the Institute website https://iitk.ac.in/new/tenders-notice duly supported by the prescribed Annexures. Technical bid shall be opened on the date as per the system generated which will be followed by the presentation by the eligible bidders whose date will be intimated later. After evaluation of the technical bids as well as the presentation, the financial bids shall be opened later on with due intimation to the qualifying bidders of only for those security agencies who qualify the technical evaluation. Institute reserves the right to reject any or all the tenders/bids/ without assigning any reason thereof. For any query/clarification please contact Security Officer IIT Kanpur during working days between 1000 Hrs. to 1700 Hrs. on telephone no. 0512-6797444, 0512-6796834, e-mail id- security _cell@iitk.ac.in

Mode of Submission of Tender:-

The Security Agency has to submit online bids through e-procurement portal http://eprocure.gov.in/eprocure/app.viz. Technical bid (Cover 1) & financial bid (Cover 2).

No Manual Bid will be accepted.

SECTION -I

INSTRUCTIONS TO THE BIDDERS FOR E-SUBMISSION OF BIDS ONLINE THROUGH E-PROCUREMENT SITE https://eprocure.gov.in/eprocure/app

This tender document has been published on the Central Public Procurement (CPP) Portal (URL: https://eprocure.gov.in/eprocure/app) and the Institute website https://iitk.ac.in/new/tenders-notice. The Bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app

REGISTRATION: -

- (a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Click here to Enroll" on the CPP Portal. Enrolment is free of Charge.
- (b) As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
- (c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (d) Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /TCS / nCode /eMudhra etc.), with their profile.
- (e) Only one valid DSC should be registered by Bidders. Please note that the Bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (f) Bidder then logs in to the site through the secured log-in by entering their user ID & password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS: -

- (a) There are various search options built in the CPP Portal, to facilitate Bidders to search active tenders by several parameters. These parameters could include organization name, location, date, value, etc. There is also an option of 'Advanced Search' for tenders, wherein the Bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- (b) Once the Bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the CPP Portal to intimate the Bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

(c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS: -

- (a) Bidder should take into account any corrigendum published on the tender document before submitting their bids. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and contents of each of the document that need to be submitted.
- (b) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally they can be in PDF / XLS / RAR / DWF formats as mentioned. Bid documents may be scanned with 100 dpi with black and white option.
- (c) To avoid the time and efforts required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting the bid just by tagging and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS: -

- (a) Bidder should log into the site well in advance for bid submission so that he/she up loads the Bid in time i.e. on or before the bid submission time as per the system. Bidder will be responsible for any delay due to other issues.
- (b) Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (c) Bidder has to select the payment option as "offline" to pay the Tender Fee & EMD and enter details of DD/any other accepted instrument.
- (d) Bidder should prepare the EMD instrument as per the instructions specified in the tender document. Scanned copy of DD/any other acceptable instrument as mentioned towards EMD & Tender Fee should be uploaded while online submission of the tender and the original should be posted/couriered/given in person to the Tender Processing Section latest by the last date and time of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the Scanned copy and the data entered during bid submission time otherwise the Tender will be summarily rejected.
- (e) The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the Bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- (f) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given

as a standard **BOQ** in .xls format with the tender document, which is to be downloaded and to be filled by all the Bidders. Bidders are required to download the **BOQ** file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the Bidder). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. If the **BOQ** file is found to be modified by the Bidder, the bid will be rejected. In e-Tendering, intending Bidder can quote their rate in figures only. The total amount is generated automatically. Therefore, the rate quoted by the / Bidder in figures shall be taken as correct. The Comparative Statement is also generated automatically by the system. The Comparative Statement and rate quoted by each Bidder shall be downloaded. **The manual calculation check of tenders/bids and Comparative Statement, shall be final. In case, any discrepancy is noticed, the decision of appropriate authority of Institute shall be final and binding.**

- (g) The server time (which is displayed on the tender's/bidder's dashboard) will be considered as the standard time for referring the deadlines for submission of the bids by the Bidders, opening of bids etc. The Bidders should follow this time during bid submission. The Bidders are requested to submit the tenders/bids through online e-tendering system to the **Tender Inviting Authority (TIA)** well before the bid submission end date & time (as per Server System Clock).
- (h) All the documents being submitted by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
- (i) The uploaded tender documents become readable only after the tender opening by the authorized tender/bid openers.
- (j) Upon the successful and timely submission of tenders/bids, the portal will give a successful tender/bid submission message & a tender/bid summary will be displayed with the NIT/tender/bid no. or Name of Work and the date & time of submission of the tender/bid with all other relevant details.
- (k) The tender/bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any tender/bid opening meetings.

ASSISTANCE TO BIDDERS: -

- (a) Any enquiries relating to the tender document and the terms and conditions contained therein should be addressed o the tender inviting authority for a tender or the relevant contact person indicated in the tender.
- (b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Ph. **1800-3070-2232.**

SECTION-II

BRIEF DESCRIPTION AND SCOPE OF SERVICE

The campus of Indian Institute of Technology Kanpur is a sprawling estate built over a prime land of approximately 1000 acre located strategically at the outskirts of Kanpur city on Kolkata-Delhi Highway No.-34. It is situated at a distance of 16 Km. from Kanpur Central Railway Station.

The Institute has within its premises the following capital assets.

Sl. No.	Description of buildings	Plinth Area (sqm.)
	Academic Area:	
1.	Faculty building	13700
2.	P.K. Kelkar Library building	3000
3.	Computer Center building	2000
4.	Computer Science and Engg. Building	3200
5.	ACMS building	3050
6.	ACES building	2445
7.	Chemical Engg. building	4908
8.	Samtel Center building for Display Technology	1687
9.	Aerospace Engg. building	1778
10.	National Wind Tunnel Facility building	412
11.	Lecture Hall Complex (Ph-I) building	3829
12.	Lecture Hall Complex (Ph-II) building	2617
13.	Tutorial Complex building	1204
14.	Norther Lab-I building	4115
15.	Norther Lab-II building	4908
16.	Western Lab building	8950
17.	Southern Lab building	7413
18.	Core Lab building	6014
19.	Western Lab Extension building	8950
20.	North-West Lab-I & II building	10393
21.	Flight Engg. Lab and Air Craft Hanger	1691
22.	Rajeev Motwani building	3675
23.	Microscope building	1030
	Schools:	
24.	Kendriya Vidyalaya	3299
25.	Campus School	1589
26.	Snehan	_
27.	Kislaya Nursery School	-
28.	Opportunity School	-
	Hostels:	
29.	Hall of Boys No. I	12900
30.	Hall of Boys No. II	11000
31.	Hall of Boys No. III	11000
32.	Hall of Boys No. IV	10300
33.	Hall of Boys No. V	10300
34.	Hall of Girls No. VI	4000
35.	Hall of Boys No. VII	10600
36.	Hall of Boys No. VIII	12000

37.	Hall of Boys No. IX	13157
38.	Hall of Boys No. X	15876
39.	Hall of Boys No. XI	15876
40.	Hall of Boys No. XII	6150
41.	Hall of Boys No. XIII	-
42.	RA Hostel	2000
43.	New RA Hostel	1800
44.	GH Tower	6619
45.	Visitor's Hostel	2974
46.	Visitor's Hostel-II	-
	Residential Accommodation:	
47.	Director's Residence	353
48.	Type-VI	_
49.	Type-V (60 nos. @ 256 sqm)	15360
50.	Type-IV (175 nos. @ 177 sqm)	30975
51.	Type-III (170 nos. @ 126 sqm)	21420
52.	Type-II (189 nos. @ 80 sqm)	15120
53.	Type-I (192 nos. @ 60 sqm)	11520
54.	Type-I (B)	9398
55.	SBRA (132 nos. @ 51 sqm)	6732
56.	Faculty Apartments (96 Nos.)	12363
	Student Activity:	
57.	Student Activity Center-I & II	1383
58.	Auditorium	2580
	Sports Complex:	
59.	Swimming Pool	1608
60.	Gymnasium Hall	400
61.	Badminton Hall	476
62.	Sport Stadium	417
	Utilities & Services:	
63.	IWD Centre Office	440
64.	Nursery	384
65.	Community Center-I & II	700
66.	Faculty Club	-
67.	Health Center	1986
68.	Shopping Center	2051
69.	Convenient Shopping –I & II	285
70.	State Bank of India	270
71.	Union Bank of India	70
72.	Post Office	140
73.	Police Chowki	18
74.	NCC building	586
75.	Security Office	270
76.	Security Barracks	816
77.	Generator House	476
78.	Deep tube wells (7 nos.)	286
79.	Sump wells (8 nos.)	153
80.	Oxidation ponds (2 nos.)	13549
81.	Sub stations- I, II, III, IV & V	213
82.	Central Store	2100

83.	New Shopping Complex	1106
84.	Ante rooms at Antragini ground	83
	Total	4,08,496 sqm.*

*This is an indicative list and final deployment will be decided later. Various buildings are under construction and may be constructed during the contract period. These shall be part of the contract also.

Outreach Centre at Sector 62 Noida spread in the area approx. 18335 sqm. where responsibilities of security agency will be to secure the area which is under the direct control of IIT Kanpur.

** For providing a security solution to the campus, the bidder may refer to map of the campus available at Institute website i.e. http://iitk.ac.in/new/campus-maps

The resident's population of the campus, comprising of the students, faculty and officials with their families and servants and people engaged in commercial activities etc., is approximately 18,000. In addition to this, a substantial number of visitors visit the campus every day for various purposes.

SCOPE OF SERVICE

The security agency is required to provide the following services:

- 1. Complete security for the life and property of the residents and assets of the Indian Institute of Technology Kanpur and its Outreach Centre at Sector 62 Noida.
- 2. Safeguard against trespass.
- 3. Security covers to various official functions organized by the campus community.
- 4. Maintain vigil and undertake surveillance for control of untoward incidents, specially involving the outside elements.
- 5. To provide security from stray cattle and canine, other animals and Reptiles.
- 6. Assist the Institute in maintenance of day-to-day discipline and smooth running of various activities.
- 7. Pursuance of cases registered by the community with local police.
- 8. Provide timely intelligence inputs to the Institute administration.
- 9. To provide security at IIT Kanpur (as defined above) at all-time on all days, also to protect IIT Kanpur land, natural resources, construction site, buildings, fitting and fixtures, equipment, office records, movable and immovable items of IIT Kanpur and its Outreach Centre at Sector 62 Noida.
- 10. Any other work related to the safety and security of premises, belongings and community, etc. of the institute, as assigned from time to time.
- 11. To manage and regulate traffic, both vehicular and pedestrian, at the Institute and to restrain trespassers/intruders and taking necessary action in consultation with IIT Kanpur authorities/Security Officer.
- 12. To manage and monitor all entry and exit points and to deal with defaulters ensuring that the persons of doubtful antecedents are not permitted inside the campus and that IIT Kanpur is free from tress-passers, squatters and stray animals.

- 13. To secure and man the entry and exit points of various facilities / departments / Sections /Offices of IIT Kanpur and its Outreach Centre at Sector 62 Noida. Checking, verifying, controlling and managing entry and exit of personnel, material and resources.
- 14. To check material/property, going out of the building/campus through proper management of Gate Pass in consultation with the IIT Kanpur authorities/Security Officer.
- 15. To provide aid and assistance to the campus community in need or in emergency situations including assisting / guiding hostel inmates / Students with institute rules and directions.
- 16. Carrying-out regular patrolling throughout IIT Kanpur to check sabotage, theft, pilferage by manning security posts through adequate number of guards in consultation with the Security Officer IIT Kanpur. Patrolling shall be carried out in adequate frequency consulting Security Officer IIT Kanpur.
- 17. Assist the Institute in maintenance of day to day discipline and smooth functioning of various activities.
- 18. Provide timely intelligence inputs to the institute administration.
- 19. To investigate security incidents at IIT Kanpur & its Outreach Centre at Sector 62 Noida and to report such occurrences to the institute authorities.
- 20. Carrying out prompt and necessary action in case of Fire, Accident, Theft, Trespassing, Suicide and Physical fight etc. or any other exigency.
- 21. To provide trained manpower for fire services.
- 22. To liaise and coordinate with Police, Fire and other disaster management authorities when needed to promptly deal with emergencies, safety and security issues.
- 23. Security cover to various event/ functions/rallies/demonstrations organized by the campus community.
- 24. To provide trained manpower to monitor CCTV footage.
- 25. Implementation of orders/directions from institute authorities for day to day functioning of the institute and implementation of security measures. Ensuring effective intercommunication among security organization of IIT Kanpur
- 26. To provide continuous security service 24X7 to IIT Kanpur and its Outreach Centre at Sector 62 Noida throughout the year.
- 27. In event of death, fire, accident, suicide, natural calamity, rape, molestation, theft, pilferage, sabotage, intrusion, trespassing or any other incident, the Security Agency will deal with the incident professionally through security personnel deputed by him and immediately inform Security Officer, IIT Kanpur and other concerned authorities on first instance through the fastest means. In order to tackle eventuality, the Security Agency will devise Standard Operating Procedures and will get them approved by the IIT Kanpur authorities before implementation.
- 28. The security agency will bear overall responsibility for maintaining peace and tranquility on the campus. It has to ensure a theft and incident free campus from law and order point of view.

COMMUNICATION, TRANSPORT AND MANPOWER REQUIREMENT:

i) **COMMUNICATION:** -

S1. No	Category	Units
1	Wireless Ground Station	01
2	Vehicle Mounted VHF	02
3	Walkie-Talkie sets	50

ii) TRANSPORT: -

S1. No	Category	Units
1	Four-Wheeler (Bolero)	02
2	Motorcycle	08
3	Cycle	20

iii) MANPOWER: -

S1. No	Category		
	SECURITY PERSONNEL		
1	Unit In-Charge (Male)	01	
2	Shift In-Charge (Male)	03	
3	Security Supervisor (Male)	18	
4	Security Guards (Male)	245	
5	Security Guards (Female)	10	
5	Security Guards for CCTV	04	
6	Security Guards for handling reptiles, cattle	03	
	menace etc		
	FIRE TRAINED PERSONNEL		
1	Fire Supervisor-Male	04	
2	Fireman- Male	12	
3	Driver cum Pump Operator for Fire Section	03	
	DOG HANDLER		
1	Dog Handler with Sniffer Dogs	02	

Remark: Requirement reflected in the list is indicative and actual number will be decided by the Security Advisory and Executive Committee (SAEC) in consultation with the security agency from time to time and depending upon the threat perception as perceived by the Institute.

SECTION-III

GENERAL INFORMATION AND INSTRUCTIONS

- 1. The place of work is IIT Kanpur and its Outreach Centre at Sector-62 Noida.
- 2. The intending Bidders must read the terms and conditions of tender carefully. They should submit their bid only if they consider themselves eligible as per the laid down criteria and if they are in possession of all the documents / registrations required.
- 3. Information and Instructions for Bidders posted on website shall form a part of the bid document.
- 4. The bid document consisting of guidelines for Providing round the clock contractual Security, Watch & Ward Services at Indian Institute of Technology Kanpur including its Outreach Centre at Sector 62 Noida, job requirement to be fulfilled and the set of Terms and Conditions of the contract to be complied with and other necessary documents can be seen and downloaded from https://eprocure.gov.in/eprocure/app free of cost.
- 5. Those security agencies not registered on the website mentioned above, are required to get themselves registered beforehand.
- 6. The Security Agency must note that there will be no revision in the service charges of the security agency during the entire period of contract. However, in case of revision of minimum wages or any other statutory charges excluding the hike in consumables made by the Government of India, the lump-sum composite service charges shall be revised to the extent of the liabilities arising on that account only.
- 7. The bidder is advised to attach any additional information, which it thinks necessary in regard to its capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. The bidder is, however, advised not to attach superfluous information. No further information will be entertained after the bid is submitted, unless the Institute calls it for.
- 8. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify that whether he is signing in the capacity of;
 - a. a sole proprietor of the security agency or constituted attorney of sole proprietor,
 - b. a partner of the security agency in which case, he must have the authority to represent the security agency for arbitration of disputes concerning the business of the partnership security agency either by virtue of the partnership deed or power of attorney,
 - c. Constituted attorney of the security agency.

Provided that,

a. In case of (b) above, a copy of the partnership deed or general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of attorney should be furnished.

- b. In case of partnership security agency, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender offer and every partner of the security agency should sign all other related documents.
- c. A person signing the tender form or any other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the Institute may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract / intended contract at the risk and cost of such person and hold the signatory liable to the Institute for all cost and damages arising from the-cancellation of the contract including any loss which the Institute may have incurred on account of execution of contract / intended contract.
- 9. Every page of the technical bid as well as the financial bid must be signed by the competent authority under seal.
- 10. The tender document shall not be opened if the EMD is not furnished.
- 11. A prospective bidder, requiring any clarification of the Bid Documents shall notify the Security Officer, IIT Kanpur in writing at his mailing address. He shall respond in writing to any request for clarification of the Bid Documents, which he receives not later than 7 days prior to the last date for submission of the bids. Copies of the query and clarifications by him shall be sent to all the prospective bidders who have received the bid documents.
- 12. The entire documents shall be submitted by the bidder under a letter of transmittal in Form-I, which must be printed out on the letter head of the bidder. The letter shall invariably contain the Email address, telephone/cell phone number and Fax number of the bidder.
- 13. The bidder shall invariably submit the EMD of Rs. 20,00,000/- (Rupees Twenty Lakh Only) in the form of Demand Draft of any Nationalized bank drawn in favour of the "**Registrar, IIT Kanpur**" and payable at Kanpur.
- 14. The EMD of the unsuccessful bidders shall be refunded within a month without any interest after the written acceptance of tender by the successful bidder is received.
- 15. Only Micro and Small Enterprises will be exempted from Earnest Money Deposit as per the MSMED Act.
- 16. At any time, prior to the date of submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment.
- 17. The amendments shall be notified through the Institute website and prior to the date of submission of bids and these amendments shall be binding on the bidders. However, in order to allow the prospective bidders a reasonable time for taking the amendments into account while preparing their bids, the Institute may, at its discretion, suitably extend the deadline for the submission of bids.

- 18. The tender shall remain valid for a period of 90 days from the last date of submission. If a bidder withdraws or modifies the offer after last date of submission, his tender shall be cancelled and EMD shall be forfeited. In exceptional circumstances, the Institute may request the bidders' consent for an extension of the period of bid validity. A bidder may, however, be at liberty to refuse the request without risking forfeiture of his EMD. A bidder agreeing to extend the validity of bid will not be allowed to modify his bid.
- 19. The successful bidder shall have to execute an agreement with the Institute on a non-judicial stamp paper of Rs. 100/- (Rupees one hundred only) or of the value as may be applicable at the time and commence the work within 01 (One) month from the date of award, failing which the Institute shall be at liberty to forfeit the EMD and proceed to appoint another agency, as it may deem fit.
- 20. The bidders are advised to refrain from stipulating any conditions, rebates etc. in violation of the terms of the tender. The Institute reserves the right to reject such tenders in which conditions of rebate is stipulated, without assigning any reason thereof.
- 21. Even though the bidder meets the above qualifying criteria, they are subjected to be disqualified if, they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or Record of poor performance such as abandoning the Services, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

22. Particulars Provisional:

The particulars of the work given in Section-I are provisional and must be considered only as advance information to assist the applicant.

23. Campus visit:

The bidders are advised to visit and examine the campus and its surroundings and obtain first-hand information for himself, on his own responsibility, all information that may be necessary for preparing their Technical Bid and the Financial Bid. The cost of visiting the site shall be at bidder's own expense.

- 24. The e-tenders are invited under two envelopes system. The first electronic envelope will be named as Technical Envelope & will contain documents of bidder's satisfying the eligibility conditions, scanned copies of tender document fees and EMD, NIT, etc. and the second electronic envelope will be named as Financial Envelope containing Rate Quote Sheet with detailed break up of rate for execution of security, watch & ward related services. The bidder shall submit **TECHNICAL BID ENVELOPE** and **FINANCIAL BID ENVELOPE** simultaneously. The technical bids will be evaluated first and there after financial bids of only the eligible bidders shall be opened.
- 25. As per the Ministry of Commerce and Industry Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 preference shall be given to Make in India products for which it is mandatory for bidders to declare Country of Origin of goods and percentage of Local contents in the product.

Definitions:

"Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item

(including all customs duties) as a proportion of the total value, in percent.

"Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content to or more than 50%, as defined under this order.

"Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.

"Margin of purchase preference" means the maximum extent to which the price quoted by a *Class-I local supplier* may be above the L1 for the purpose of purchase preference. (Shall be 20%)

Purchase Preference:

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- (b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-1 local supplier' shall get purchase preference over 'Class-1 local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-1 local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-1 local supplier', the lowest bidder among the 'Class-l local supplier', will be invited to match the L1 price subject to Class-l local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-l local supplier' subject to matching the L1 price.

- iii. In case such lowest eligible 'Class-1 local supplier' fails to match the L1 price, the 'Class-1 local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-1 local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

Requirement for specification in advance: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

26.Important Information & Dates:

Earnest Money Deposit (EMD)	Rs. 20,00,000/- (Rupees Twenty Lakh)		
Tenure and validity	Initially for (03) three years subject to satisfactory annual performance report. The contract may be further extended for one more year subject to appraisal of satisfactory performance by Security Advisory & Executive Committee (SAEC) and mutual consent.		
Estimated Cost (In Rs.)	Ten Crore per year		
Security Deposit	An amount equal to 5% of the annual contract value		
Bid Document Publishing Date & Time			
Bid Document Download Start Date & Time			
Bid Document Download End Date & Time	A		
Bid submission Start Date & Time	As per system generated.		
Bid submission End Date & Time			
Bid Opening (Technical) Date & Time			
Last Date of Request for any query regarding the Tender	All the request for any query regarding the tender shall be made through E-mail on security_cell@iitk.ac.in by 1700 hrs. on 23.10.2020. No query will be entertained after the end date of query request.		
Date of Presentation	Will be informed later.		
Date and time for opening of Financial bids	(To be informed later to the technically qualified bidder)		

SECTION-IV

TECHNICAL BID

The Technical Bid shall also include the Presentation to be made by each Bidder. The following are the minimum basic requisites for being eligible and participating in the bidding-process. The bidders shall also submit the copies of all relevant documents referred to hereinafter along with their Technical Bids

- 1. The Bidder must have obtained the requisite license from the competent authority prescribed under the Private Security Agency (Regulation) Act, 2005 and license should be valid and subsisting as on the last date of bid.
- 2. Average Annual turnover for the last three years i.e. 2017-18, 2018-19 and 2019-20 should not be less than Rs. 50 crores in security related services.
 - For this purpose, the bidder should furnish the following financial information:
 - Annual financial statement for the last 3 (three) years (in Form 'A') should be supported by audited balance sheets and profit and loss accounts, duly certified by a Chartered Accountant, as submitted by the bidder to the Income Tax Department.
- 3. Have at least five contracts for providing security services of annual value not less than Rs. 50 (Fifty) Lakh each, during last five years. Experience in providing security services to Educational Institutions will be preferred.
 - Copies of work order or certificate of monthly billing from the client must be enclosed as documentary evidence. The bidder in this regard should furnish the following particulars:
 - a. List of all contracts of similar class of business successfully completed during the past years (In Form 'B')
 - b. List of the contracts under execution or awarded (In Form 'C')
 - c. Particulars of completed contracts and performance of the applicant, duly authenticated/certified by a Senior Officer of the client.
- 4. The bidder is required to submit the following particulars in respect of his organization (In Form 'D'):
 - a. Name and postal address including Telephone Number, Fax Number and e-mail addresses etc.
 - b. Copies of original documents defining the legal status, place of Registration & principal places of business.
 - c. Names and title or Directors and officers to be concerned with proposed contract for IIT Kanpur, with designation of individuals authorized to act for the organization.
 - d. Information on any litigation in which the applicant was involved during the last 5 (five) years, including any current litigation.
 - e. Authorization from employer for seeking detailed references by the Institute.
- 5. The bidder should have minimum 500 permanent guards on its roll on each day during the last three years. It should also have a clear regular recruitment policy. The bidder must furnish the details of employees currently on their rolls (In Form E).

- 6. The bidder must have the capability to provide vehicles and licensed radio/wireless equipment for communication. The bidder must submit (In Form-F) a list of communication equipment and transport owned by the bidder.
- 7. The bidder should be in the security & intelligence business for at least 5 (five) years consecutively in the preceding years.
- 8. The bidder should have EPF, ESI and Sales/Trade Tax Registrations.
- 9. The bidder should have properly organized training arrangements for its security personnel. Full details of such training, including the institutions utilized for training, duration of training and available training aids should be furnished.
- 10. The bidder should have national level presence in the security & intelligence business.
- 11. The bidder must submit letter of transmittal (In Form-G) along with the technical bid.
- 12. Declaration for local content and Country of Origin of goods on Annexure-VII :
 - a. For The tender value up to Rs. 10 Crores Self-Certificate for local content from the bidder.
 - b. For the tender value above Rs. 10 Crores Certificate for local content from Statutory Auditor/Cost Auditor/Cost Accountant/CA.

13. **Presentation:**

The presentation shall be made by an authorized representative of each bidder before the tender opening committee constituted to oversee the entire tendering process. The representative should be in a position of answering all the queries related to the security agency. Each security agency will be given 20 min. for their presentation and 10 min. for question and answer session. A soft and hard copy of the presentation should be provided by the bidder at the time of presentation. Further, the presentation is to cover the following aspects of the security agency; -

- a. Brief introduction of the bidder.
- b. Certificate of registration of the bidder.
- c. Clients served/being served by the bidder.
- d. Recruitment policy of the bidder.
- e. Infrastructures of the bidder.
- f. Feedback reports from present and past major clients served during last five years.
- g. Facilities for imparting training to its personnel.
- h. Policy about medical category and physical fitness of their Security personnel
- i. Capability to deal with critical situations.
- j. Plan of implementing security solution at IIT Kanpur.
- k. Any other aspects of significance.
- 14. The Institute shall provide a laptop and requisite hardware to facilitate making of presentation. After presentation, a hard copy of the presentation is to be provided to the Tender Opening Committee.

15. Evaluation of Technical Bids:

- a. The Technical Bids shall be evaluated by the Committee constituted for the purpose in the following manner;
- b. Technical bid shall have 70% weightage out of 100 marks. The bidders securing 70% marks in technical evaluation shall be declared qualified for financial evaluation.
- 16. The Technical evaluation shall be undertaken on the following criteria:

a. Financial Strength - FORM-A

b. Experience in similar class of business - FORM-B

c. Contracts under execution/awarded - FORM-C

d. Structure of the company's organization - FORM-D

e. Details of worker on pay roll - FORM-E

f. List of Communication Equipment's & vehicles - FORM-F

- g. Experience of Security Services in various Installation
- h. Feedback reports from present and past major clients during the last five years
- i. Presentation in front of the committee
- 17. The financial bids of only such bidders shall be opened and considered who declared qualified in technical evaluation.
- 18. Even though the bidders may satisfy the above requirements, they may be disqualified. If they have:
 - a. Made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.
 - b. Records of poor performance such as abandoning work, not properly completing the contract or financial failure/weaknesses.
 - c. The Confidential enquiry reveals facts contrary to the information provided by the applicant.

SECTION-V

FINANCIAL BID

- 1. The bidders are advised to quote their rates i.e. the price schedule for each item and service charges in BOQ form.
- 2. The rates quoted in the Price Schedule shall be inclusive of all taxes, levies and statutory liabilities, the wages of the personnel including the incentives if any, cost of minor equipment such as batons, torch etc., consumables such as uniforms of the personnel, contingent expenditure incidental to the work and security agency's profit or service charges etc.
- 3. No payment other than as specified in the price schedule in BOQ form for each item and which has been duly accepted by the party, shall be payable to the successful bidder.
- 4. The Institute does not bind itself to accept the lowest or any other tender. The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award of contract without assigning any reason, whatsoever and without thereto, incurring any liability to the affected bidder or bidders on the grounds of the Institute action.
- 5. The Financial bid shall have 30% weightage out of 100 marks. Thus, the lowest Bidder shall get highest marks 100/100 and other will be get marks proportionally.
- 6. However, if the prescribed minimum wages are revised upwards by the appropriate Government, which is the Central Government in respect of this Institute, the Security Agency shall be bound to revise the wages of the personnel accordingly. The net difference caused due to any upward revision of minimum wages, vis-à-vis the wages applicable on the date of submission of tender shall be reimbursed to the security agency over and above the original contract amount, subject to the production of proof of disbursement of wages at the revised rates.
- 7. The security service provided to the Institute is currently not liable for Service Tax. However, the bidder shall take into consideration all the levies and statuary taxes while quoting the tender. However, if any fresh taxes, charges etc. are levied by the Local authority / State or Central Govt./ or other competent authority, subsequent to the date of submission of tender, the same shall be reimbursed by the Institute, provided the documents of proof are submitted in support thereof.
- 8. The bid on the Price Schedule shall not contain corrections, erasures or Over-writing except where it is absolutely necessary to correct errors made by the bidder. Such corrections etc. Shall duly be signed and attested by the person or persons signing the bid.
- 9. If a firm quotes Nil charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- 10. The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees.

CRITERIA FOR EVALUATION OF BIDS

EVALUATION SHEET

Name of the bidder:		
	ΤΩΤΔΙ. 1	l00 Marks
	TOTAL J	loo Mark

(I). TECHNICAL BID (TS)

Sl. No.	Description	Maxim um Marks	Documentary proof attached at page no.	Marks	Marks Obtained (For office use Only)
1.	Structure of Security Agency	10			
	Limited security agency or Corporation			10	
	Partnership security agency			06	
	Proprietary security agency			04	
2.	Assessment of average turnover for security services for the preceding three financial years on the basis of audited balance sheets and certificates of ITRs	10			
	Above Rs. 100 Crores			10	
	Above Rs. 80 Crores up to 100 crores			08	
	Above Rs. 65 Crores up to 80 crores			06	
	Above Rs.50 Crores up to 65 crores			04	
	Rs. 50 Crores			02	
3.	Total workers continuously on their payrolls during last three financial years.	10		10	
1	Above 900 workers			10	
1	801-900 workers 701-800 workers			08 06	
-	601-700 workers			06	
	500-600 workers			02	
4.	Experience of Security Services in	10		02	
7.	Central Government / State Govt. / Central Autonomous / Central Public- Sector Undertakings	10			
	09 years or above			10	
	08 years or above and below 09 years			08	
	07 years or above and below 08 years			06	
	06 years or above and below 07 years			04	
	05 years or above and below 06 years			02	
5.	Experience of providing Security	10			
	Services in (Above Annual contract				
	value Rs. 50 Lakh): Govt. Educational Institutions			10	
	Non-Govt. Educational Institutions			10 08	
				06	
	Govt. Undertaking Installations Private Installations			06	
	Private installations			04	

6.	No. of Security Contracts under execution (annual value of Rs. 50 Lakh or above)	05		
	More than 10 Contracts		05	
	09 to 10 contracts		04	
	07 to 08 contracts		03	
	05 to 06 Contracts		02	
7.	Feedback from present/past clients during last two years	10		
8.	Presentation in front of the Committee	35		
	Total Marks (TS)	100		

	(II). FINANCIAL BID (FS) - (100 MARKS)				
A.	Lowest Bid Value (L1)	-	(100/100)		
B.	2nd Lowest Bid Value (L2)	-	$(L1/L2) \times 100$		
C.	3rd Lowest Bid Value (L3)	-	(L1/L3) × 100		
D.	4th Lowest Bid Value (L4)	-	(L1/L4) × 100		
E.	5th Lowest Bid Value (L5)	-	(L1/L5) × 100		

Note:

a. Final score (T) for the consideration to award the contract shall be calculated as:

$$T = 0.70 \times TS + 0.30 \times FS$$

b. It is mandatory for the bidder to provide documentary proof before submission of the tender so as to justify figures in Sl. No. 1 to 7 above.

SECTION-VI

GENERAL TERMS AND CONDITIONS

- 1. This tender document provides for requirement of providing round the clock contractual Security, Watch & Ward Services at Indian Institute of Technology Kanpur including its Outreach Centre at Sector 62 Noida for whole area of the IIT Kanpur and its Outreach Centre at Sector 62 Noida to the entire satisfaction of the Institute authorities. Security services will be comprehensive in nature covering all aspects of security of IIT Kanpur premises and various buildings including its Outreach Centre at Sector 62 Noida.
- 2. The security agency will bear overall responsibility for maintaining peace and tranquility on the campus. It has to ensure a theft and incident-free campus.
- 3. The Security Agency shall ensure wearing of smart, neat, clean and well-ironed uniform by Security personnel deployed at IIT Kanpur. The uniform is to be worn by the Security personnel at all time during the deployment and shall be in good condition. The pattern and outlook of the uniform will be decided by the Institution and should be identical.
- 4. The Security Agency shall provide necessary accessories to the deployed security personnel at his own cost.
- 5. Two brand-new four-wheeler vehicles preferably Bolero shall be provided by the Security Agency for the use of Security Section. Its expected run for a day will be 60 Km. In the event of any shortfall in the daily vehicular run due to any reason, an amount @ Rs. 8.00 per KM will be deducted from the bill. However, in case the vehicular run for a day exceeds 60 Km, Institute shall pay @ Rs 8.00 per Km for excess kilometers. If the vehicle being out of order due to any reason for more than a day, an amount @ Rs. 1000.00 for each day will be deducted from the bill. Further, the vehicle provided should not have any Logo/insignia of the security agency. It must have Logo/insignia of Security Section, IIT Kanpur. It should have necessary lights for its proper movement during foggy weather.
- 6. Eight brand-new motorcycle shall be provided by the Security Agency for the use of Security Section. Its expected run for a day will be 120 Km. In the event of any shortfall in the daily vehicular run due to any reason, an amount @ Rs. 2.00 per KM will be deducted from the bill. However, in case the vehicular run for a day exceeds 120 Km, Institute shall pay @ Rs 2.00 per Km for excess kilometers. If the vehicle being out of order due to any reason for more than a day, an amount @ Rs. 500.00 for each day will be deducted from the bill. Further, the vehicle provided should not have any Logo/insignia of the security agency. It must have Logo/insignia of Security Section, IIT Kanpur. It should have necessary lights for its proper movement during foggy weather.
- 7. The security guards should be posted within the whole area of IIT Kanpur and its Outreach Centre at Sector 62 Noida for 24 hours in six shifts of 4 hour on each day. They have to safeguard whole area of IIT Kanpur and its Outreach Centre at Sector 62 Noida as well as to prevent the campus from unauthorized entry, encroachment, theft and other criminal activities by deputing the security personnel at various location/posts in and around the IIT Kanpur area its Outreach Centre at Sector 62 Noida.
- 8. The security personnel shall wear proper uniform, I-card and logo of security agency while on duty and will be equipped with lathi, whistle, torch and other required items to enable them to effectively discharge their duties and nothing extra shall be paid on this account.
- 9. Security Guards engaged by the security agency must be below the age of 45 years. The Unit In-charge, Shift In-charge and Security Supervisors must be experienced and below 50 years of age.

- 10. The security agency should have on its rolls trained personnel with pleasant behavior. The bidder has to provide security guards who are non-locals. The security agency shall not employ any security personnel belonging to the area within a radius of 100 km from the Institute. Violation of this condition shall be treated as breach of contract.
- 11. Unit In-charge, Shift In-charge and Security Supervisor should be at least graduate with experience of minimum Five years at his level and should be capable of working on computer.
- 12. The security agency should ensure that the Security Guards and Fire personnel deputed at this Institutions must be matriculate. Computer literate security personnel should be given preference.
- 13. Security personnel must have good personality, smart turnout, well dressed with neat & clean uniform and of sound health, physically fit and mentally alert. All the security personnel should be polite and have good vocal capability. Preference should be given to them who can understand, speak and write the Hindi and English languages.
- 14. The security agency will produce medical fitness certificate for all their men/women while appointing security personnel at the time of first deployment and also to submit annual medical certificate for all security personnel every year. No physically/medically unfit personnel should be deployed for security related duty.
- 15. The security agency shall have a formal training center to train their manpower on security related drill, in order to make them fit and employable as security personnel.
- 16. As per Rule 4 (a, b, c) of the Private Security Agencies (Regulation) Act 2005, character & antecedent verification of all security personnel should be carried out at the time of engagement of security personnel.
- 17. A copy of acquaintance along with a bank receipt of actual deposit showing the payment to each security personnel should be furnished to Security Officer, IIT Kanpur Office along with the monthly bill.
- 18. The quotation must be very specific and shall not contain any evasive terms contrary to our terms and conditions.
- 19. Replacement of any security personnel shall be provided within 24 hours from time of intimation as and when required. Decision of Chairman, SAEC, IIT Kanpur will be final in the matter of withdrawal/removal of any of the Security personnel deployed by the Security Agency and shall be binding on the Security Agency and the Security Agency shall replace with such personnel within 24 hours of intimation.
- 20. Security Agency shall be fully responsible for all Statutory obligations towards taxes, fees, all relevant and applicable Labour laws, Govt. Rules & Regulations in force related to Salary, Statutory payments, ESI and EPF etc. for execution of the contract.
- 21. The security Agency must follow the Central Government wages rates of this Zone for security personnel. Security Agency not following this will be liable to be rejected.
- 22. The Security Agency shall employ only adult trained staff with good health and sound mind for providing round the clock contractual Security, Watch & Ward Services at Indian Institute of Technology Kanpur including its Outreach Centre at Sector 62 Noida.
- 23. The Security Agency will be responsible for all his employees in observing security and safety regulations and instructions as may be issued by the Institute from time to time.
- 24. Any change of security staff should be informed to Security Officer, IIT Kanpur in advance.

- 25. In case the property of the IIT Kanpur including its Outreach Centre at Sector 62 Noida are damaged or defaced due to misuse or mishandling or carelessness by the Security Agency or his employees, the Security Agency will be liable to replace the item at his own cost or the Institute shall have the right to recover the loss from the Security Agency's monthly bill.
- 26. The Security Agency shall not appoint any Sub-Security Agency for the work assigned to him without the written permission of the Institute.
- 27. The contract will be effective initially for a period of **three (03)** years and one-year extendable subject to appraisal of satisfactory performance by Security Advisory & Executive Committee (SAEC) at the same terms & conditions of the said contract.
- 28. The Security personnel deployed by the Contracting Security agency shall not be treated as the Institute's staff for any purpose whatsoever. The Security Agency shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job. The Institute shall not be liable, to any penalty under relevant rules, enactment or related regulations for which Security Agency is responsible under the law.
- 29. The Security Agency shall be responsible for fulfilling the requirements of all statutory provisions of relevant enactments viz. The Minimum Wages Act 1948, The Payment Of Wages Act 1936, The Contract Labor (Regulation & Abolition) Act, 1970 and as amended from time to time and all other labour enactment at his own risk and cost in respect of all staff employed by him and keep the Institute indemnified for any action brought against it for any violation/non-compliance of any of the provisions of any of the acts etc..

SECTION-VII

RESPONSIBILITIES OF THE SECURITY AGENCY

- 1. The Security agency shall deploy the security personnel for security duties within 15 days of award of the contract at IIT Kanpur and its outreach center at Sector -62 Noida.
- 2. The Security agency shall ensure that all statutory wages and allied benefits like P.F., ESI etc., as are prescribed by the Government of India from time to time, are paid to personnel deployed for the purpose of this contract. The Security Agency shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the Govt. of India for this purpose and shall also remain liable for any contravention thereof. The Security Agency shall have to abide by the minimum wage legislations and must pay minimum wage as per law to the personnel deployed by them for the purpose at any time in the premises of the Institute.
- 3. The Security agency must ensure that 10% of the deployed security personnel should be rotated from this deployment on half-yearly basis.
- 4. The Security agency will be fully responsible for maintenance of his security personnel deployed at IIT Kanpur and its Outreach Centre at Sector 62 Noida. Further, each type of grievances of deployed security personnel shall be settled by the security agency at his own.
- 5. The Security agency shall maintain good liaison with local Police Station, Traffic Guard and Fire Service Department concerned for any law and order or unforeseen situation related assistance from them.
- 6. In case of any theft, loss of assets and/or disturbance adversely affecting security etc., to the Institute, the entire responsibility for recovery and legal actions starting with lodging of F.I.R. with local police in consultation with the authorities of the Institute, up to the final recovery stage etc. will lie with the Security Agency.
- 7. The Security agency shall obtain specified license from Regional Labour Commissioner, Kanpur, Govt. of India, before executing the contract after issue of letter of acceptance of BID for employment of labour in excess of the specified number.
- 8. Free Barrack accommodation will be provided to the security personnel deployed by the Contracting security agency for security duty at IIT Kanpur on availability. However, the security agency shall be liable to pay water and electricity charges, at prevailing rates, consumed by the security personnel.
- 9. No payments shall be made by the Institute to the individuals deployed by the Security Agency under any circumstances.
- 10. EPF and ESI elements are in accordance with prescribed rate on minimum wages. Payments of the elements like EPF contribution, ESI contribution (wherever applicable) would be paid for the previous month on production of authenticated document regarding deposition of statutory elements to appropriate authority.
- 11. The Security Agency shall pay wages directly to the security personnel through Bank Transfer within 7thday of every month. Pay slip shall be given to the individual security personnel on each month along with the monthly payment. Proper records of the same shall have to be maintained. The Security Agency shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the security personnel. A detailed pay statement has to be submitted to the office of Security Officer showing monthly payments along with valid proof of Bank transfer.

- 12. ESIC and EPF returns along with challans must also be submitted to the office of Security Officer on monthly basis.
- 13. As per the Rule 71 of The Contract Labor (Regulation & Abolition) Act, 1970, notices showing the wage period and the place and time of disbursement of wages shall be displayed & a copy is to be sent to the Institute periodically. Copy of the payment advice sent to the bank for salary disbursement with bank's acknowledgement is to be submitted monthly to the Institute.
- 14. Half yearly return to be sent by the Security Agency in duplicate to the licensing officer not later than 30 days from the close of half year in Form XXIV under Rule 82 of the Act. One copy of the return is to be submitted to the Institute.
- 15. All statutory requirements concerning maintenance of records have to be adhered to.
- 16. Any other statutory obligations as per the Contract Labour Act and other laws not mentioned here are to be complied in due course of time.

SECTION-VIII

SECURITY DEPOSIT/CONTRACT PERFORMANCE GUARANTEE

1. As a contract security, Security Agency shall be required to furnish a Bank Guarantee for an amount equal to 5% of annual contract value from any Nationalized Bank in prescribed form, in favour of "The Registrar, Indian Institute Of Technology Kanpur" within 30 days from the date of Letter of acceptance/work order. The Performance Security Deposit/Contract Performance Guarantee shall remain valid for a period of 180 days beyond the date of completion of the Contract. It shall be the guarantee for the faithful and due performance of the contract by the Security Agency in accordance with the terms and conditions specified in this contract. The performance guarantee will be returned to the Security Agency without any interest after its expiry subject to fulfillment of all contractual obligations by the Security Agency.

TERMINATION

- 1. The Institute shall at any time be entitled to determine and terminate the contract without assigning any reason and without compensation thereof. A notice in writing from the Institute to the Security Agency shall be issued giving 30 (thirty) days' time for such termination. No compensation will be paid on account of the termination.
- 2. The Institute shall at any time be entitled to determine and terminate the contract of providing any of the equipment without assigning any reason and without compensation thereof. A notice in writing from the Institute to the Security Agency shall be issued giving 30 (thirty) days' time for such termination. No compensation will be paid on account of the termination.
- 3. Termination of the contract shall not relieve the Security Agency from any of his obligation imposed by the contract with respect to the work performed by them prior to such termination.
- 4. In case of termination of the contract, IIT Kanpur reserves the right to get the work done by deploying other Security Agency/Agencies. Cost incurred for the above will be recovered from Security Agency's bill & Security Deposit.
- 5. The Security Agency shall be wholly responsible regarding the minimum wage payment. As and when the minimum wages rate is changed by the Govt. of India, the Security Agency shall pay the revised rate to his security personnel as on the date and shall apply for reimbursement of the expenditure by raising a bill. In additions to the monthly salary, the Security Agency shall also have to extend statutory benefits provided under Employees Provident Fund & Misc. (Prov.) Act, 1952, Employees State Insurance Act, 1948 and other benefits in terms of the applicable Labour Laws. Failure to do so would liable to termination of the contract immediately.
- 6. The institute have the right to terminate this agreement. If the Security agency becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers or enter into an arrangement for the benefit of creditors.
- 7. The agreement shall be liable for termination in terms of the stipulation provided elsewhere in other clauses of this document.

SECTION-IX

INDEMNIFICATION

- 1. The security Agency shall be responsible for all injuries and accidents to persons employed by them and to fulfill all obligations laid down in the Employees Compensation Act 1923. The Institute shall be wholly immune and indemnified against any claims, whatsoever filed in this behalf. However, the Health Center facilities shall be available to the personnel only in respect of the injuries sustained by them in execution of the duties, which shall be restricted to the extent of primary health services only, without any further encumbrances, monetary or otherwise. The Institute shall stand indemnified in respect of the treatment provided under such exigencies and claims, if any.
- 2. In the event of any loss being caused to the Institute on account of the negligence of the employee of the security agency, the security agency shall make good the loss sustained by the Institute, either by replacement or on payment of adequate compensation on actual basis.

SECTION-X

STATUTORY COMPLIANCES

- 1. The Security Agency shall comply with all statutory requirements existing as well as those promulgated from time to time, provided under various Acts/ Enactments/ Statutes including the Labour Laws and Misc. other Laws, whichever is/are applicable to the organization of Security Agency and shall be held responsible, accountable, answerable, explainable, as the case may be, for the lapses committed by them in this regard. Further, the Security Agency shall not involve the Institute in any manner, whatsoever, in any dispute with regard to the compliance of the statutory provisions and in case of violation of any law; the Security Agency shall be solely responsible. In case, for violation of any law, including the labour laws etc., any liability is put upon the Institute, the Institute shall stand absolutely indemnified by the security agency in such matters. Any liability in financial terms which is caused for any reason as above or any loss or damage to the property of the Institute, the cost of the same shall be recovered/adjusted by the Institute either from the security agency or from its monthly bills or security deposit, by way of deduction or in any other manner, as the Institute may deem appropriate. In case, any liability is adjusted from the security deposit of the security agency, such short-fall in the security deposit shall be made good by the security agency within 15 days of the matter.
- 2. The Security Agency shall invariably have its registration under the Employee Provident Fund and Misc. Provisions Act, 1952 and Employees State Insurance Act, 1948 from Kanpur offices of the respective departments and from nowhere else. In case, the security agency does not have its registration at Kanpur under the EPF Act and ESI Act at the time of bidding, the security agency shall ensure obtaining the same from Kanpur offices of the respective departments within one month of the award of the contact.
- 3. The Security Agency shall be bound to deposit the EPF and ESI contributions only against the code numbers obtained from Kanpur offices of the concerned departments through separate challans which must be exclusively in respect of their workman employed at IIT Kanpur under respective Acts. In no case, the challan shall include any other employee who is not deployed at the Institute. Further, the security agency shall be entitled for payment of the contributions made under the EPF and ESI heads with the concerned departments towards employers share via reimbursement from the Institute only against the submission of original copy of the challans and through no other mode.
- 4. The Security Agency shall supply a certified copy of their registration under the U.P. Shop & Establishment Act, the Provident Fund Act, ESI Act, other Labor Laws besides Income Tax/Service Tax etc. to the Institute within three months from commencement of this agreement.
- 5. The Security Agency shall within a reasonable time, apply to the Regional Labour Commissioner (Central) for obtaining a license under the Contract Labour (Regulation and Abolition) Act, 1970 and will submit a copy of the license to the Security Officer of the Institute.
- 6. The Security Agency shall have to accept absolute responsibility to uphold all obligations of labour, tax, welfare and other ones in respect of its employees in consonance with the laws of the land, against all claims, damages or losses of every nature or kind, whatsoever, ensuring no liability or involvement of the Institute.

7. The Security Agency shall abide by all laws of the land including, Contract Labour (Regulation & Abolition) Act 1970, Employees' Provident Fund & Miscellaneous Provisions Act, 1952, Employees' State Insurance Act,1948, Minimum Wages Act, 1948 etc., apart from the liabilities of tax deduction, welfare measures for its employees and all other obligations that enjoin in such cases and which are not essentially enumerated and defined herein, though any such onus shall exclusively be on the Security Agency, and the Institute shall remain immune/indemnified from any liability, whatsoever, in such matter. However, if at any time, due to lapse on the part of the part of the security agency, any liability financial or otherwise, is thrust upon the Institute, the security agency shall be liable to make good the loss to the Institute in the manner, the Institute deems appropriate.

SECTION-XI

LIABILITIES AND REMEDIES

- 1. The responsibility for taking appropriate security measures shall entirely be that of the Security Agency. The Institute will be entitled for compensation against the Security Agency, in case a proper inquiry establishes that the theft or loss or damage has been caused due to the negligence of the Security Agency or any of its employees. The said compensation shall be in addition to the findings and recommendations that the joint enquiry may propose. The maximum amount of compensation payable by the Security Agency will be limited to the inspection and supervision charges payable to the Security Agency for the month in which the loss or damage occurs. However, after enquiry, if it is found that such theft or loss or damage has been caused by acts of commission and omission of the personnel of the Security Agency or if the personnel of the Security Agency has either taken active part in such acts or has aided and abetted in the acts of such commission and omission, the Institute or its employees to whom loss is caused, shall be indemnified/compensated by the Security Agency on actual basis.
- 2. All the assets and articles provided by the Institute shall be the property of the Institute and the Security Agency shall merely be the custodian of such assets and articles. On termination of the security contract either by efflux of time or any time earlier than the stipulated period, as the Institute may decide at its sole discretion, such property shall be handed over to the Institute forthwith.
- 3. The personnel of the Security Agency shall be provided free barrack type accommodation with cooking facility on campus for the number of persons contracted. The Institute may, at its own discretion, provide separate accommodation to Security Agency personnel subject to payment of the prescribed license fee by the Security Agency. Such accommodation shall be handed over to the Institute in vacant state on termination of the contract in any manner, whatsoever and/or at any time earlier or within the time limit stipulated in the order of the Institute. In case, the possession is not handed over in the manner as referred to herein above, the Institute shall be entitled to remove the possession of the unauthorized occupants by use of such force as may be necessary. Suitable office space as well as space for dog kennel, if required, shall be provided free of charge by the Institute. The security agency shall also realize appropriate penal rent from the owners of such pets at the rate approved by the Institute. A proper receipt shall be issued by it to the owners of the pets and the amount so realized shall be deposited by the 1st of next month with the cashier in Account Section of the Institute.
- 4. Electricity consumed by the security personnel in the barrack provided to them shall be charged through a separate meter at the prevailing rates and recovered from the monthly bills of the Security Agency. However, electricity for office of the security agency shall be provided free of charge.
- 5. Any payment, required to be made by the Security Agency to its personnel, in compliance of any of the laws of the land, shall be the sole responsibility of the Security Agency. This would include specific responsibility with regard to the provision of the Minimum Wages Act and/or any other law, which may be applicable at the time. The Institute will in no case, be responsible for any default, in this regard. Even if any liability because of the provisions of any particular Law becomes that of the Institute, it is clearly agreed that the same shall be deemed to be that of the Security Agency and shall accordingly, be discharged by it. The Institute's liability towards the personnel of the security agency shall be limited to the extent of the contract price accepted by the Institute.

6. In case of any dereliction of duty, gross neglect, an unintended or intended damage caused by the Security Agency or its staff or otherwise, any harm is caused to the Institute, its properties, its designated officials, other employees or residents of the campus, the Security Agency shall be liable to make good the loss or pay the compensation, refund the expenditure on legal/judicial proceedings as well as pay the penalty, as the Director may impose upon it.

SECTION-XII

SUBMISSION AND VERIFICATION OF BILLS

- 1. The payment of wages and equipment for security services provided by the Security Agency shall be made on actual deployment.
- 2. The payment for security services under this agreement shall be made on monthly basis, by electronic transfer to the bank account of the Security Agency. Payment shall as far as possible, be made within 30 working days after receipt of the bill for each calendar month, along with the requisite details of the daily attendance and other records in support thereof, which shall be open for inspection by the Institute. The final payment shall, however, be made only after adjusting all the dues/claims of the Institute.
- 3. The Security Agency shall submit a certificate along with the monthly bills certifying that the personnel employed by them in the campus of the Institute have been paid the minimum wages, as in force from time to time, in accordance with the provisions of the Minimum Wages Act and that all other statutory requirements in this regard have been complied with.
- 4. Payments of the elements like EPF contribution, ESI contribution (wherever applicable) would be paid for the previous month on production of authenticated document regarding deposition of statutory elements to appropriate authority and claim for reimbursement shall be made in the succeeding month on production of valid challan.
- 5. Violation of any provisions of Minimum Wages Act, 1948 shall render the contract liable for termination. The Institute shall also proceed against the defaulting agency as per provisions of the relevant laws.

SECTION-XIII

CONFIDENTIALITY

1. It is understood between the parties hereto that during the course of business relationship, the Security Agency may have access to confidential information of the Institute and it undertakes that it shall not, without the Institute's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information in any regard, whatsoever.

ENTIRE AGREEMENT

1. This Agreement represents the entire agreement between the parties and supersedes all previous or other writing and understandings, oral or written, and any modifications to this Agreement, if required, shall only be made in writing.

AMENDMENT/ MODIFICATION

1. The parties can mutually amend this Agreement at any time. However, such amendment shall be effective only when it is reduced to writing and is signed by the authorized representatives of both parties hereto.

SEVERABILITY

1. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, then that provision of the Agreement will be enforced to the maximum extent permissible so that it effect the intent of the parties, and the remainder of this Agreement shall continue to be in full force and effect.

CAPTION

1. The various Captions used in this Agreement are for the organizational purposes only and may not be used to interpret the provisions hereof. In case any conflicts between the Captions and the Text, the interpretation of the Text as clarified by the Director, shall prevail.

WAIVER

1. At no time, any indulgence or concession granted by the Institute shall alter or invalidate this agreement nor constitute the waiver of any of the provisions hereof after such time, such indulgence or concession shall have been granted. Further, the failure of the Institute to enforce at any time, any of the provisions of this agreement or to exercise any option which is provided herein for requiring at any time, the performance by the Security Agency of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this agreement nor in any way affect the validity of this agreement or any part thereon or the right of the Institute to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

SECTION-XIV

GOVERNMENT LAW AND JURISDICTION

1. All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Kanpur Nagar.

ARBITRATION

- 1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement on any matter whatsoever, before/after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute.
- 2. If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/withdraws for any reason from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it, if both the parties consent to this effect, failing which the Arbitrator shall be entitled to preceded-novo.
- 3. It is a term of the contract that the party invoking arbitration shall specify all Disputes to be referred to the Arbitrator at the time of invocation of arbitration under this clause. It is also the term of the contract that the cost of arbitration shall be borne by the parties themselves.
- 4. The venue of arbitration shall invariably be at Kanpur Nagar.
- 5. Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof or rules made there under and for the time being in force, shall apply to the arbitration proceedings under this clause.

SECTION-XV

FORCE MAJEURE

- 1. If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, is affected prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events) and notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall due to reason of such event, be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable, after such event may come to an end or cease to exist and the decision of the Institute as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at his option terminate the contract.
- 2. Provided, also that if the contract is terminated under this clause, the Institute shall be at liberty to take over from the Security Agency, the security personnel, vehicles & equipment's deployed in the campus until a new security agency is appointed and it commences the operation.

SECTION-XVI

PENALTY PROVISION

- 1. For poor and unsatisfactory performance, appropriate action as deemed fit under the contract shall be imposed on the recommendation of Security Advisory and Executive Committee (SAEC) of IIT Kanpur and the decision of the SAEC shall be final and binding on the Security Agency.
- 2. The Institute shall have authority to impose penalty on the recommendation of the SAEC, on any Security personnel, on duty found under the influence of any drug or intoxicants or found guilty of misconduct or found to claim false attendance and shall take such other action as may be required under the circumstances:
 - a. In case any of security personnel deployed under the contract is (are) absent or fails to report in time and Security Agency is unable to provide suitable substitute in time, a penalty of Rs. 5000/- for each guards/supervisor absent on that particular day will be levied by IIT Kanpur and the same shall be deducted from the Security Agency's bill.
 - b. In case any complaint is received attributable to misconduct/misbehavior of Security Agency's personnel, a penalty of Rs. 5000/- for each such incident shall be levied and the same shall be deducted from Security Agency's bill. Further the concerned Security Agency's personnel shall be removed from IIT Kanpur system immediately.
- 3. In case the Security Agency fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, IIT Kanpur reserves the right to impose the penalty as appended below:
 - a. 1 % per week of cost of order/agreement, up to four weeks of delay.
 - b. After a delay of four weeks, IIT Kanpur reserves the right to cancel the contract and withhold the agreement and get this job carried out preferably from other Security Agency(s). The defaulting Security Agency shall be blacklisted for a period of 3 years and his EMD/security deposit may also be forfeited, if so warranted.
- 4. The personnel engaged by the Security Agency shall be dressed in neat and clean uniform (including proper name badges), failing which a penalty of Rs. 1,500/- on each occasion will be levied. Habitual offenders shall have to be removed from the duties and to be replaced by new security guard by the Security Agency at his own cost. The penalty shall be deducted from the Security Agency's bill.
- 5. The personnel engaged have to be disciplined yet courteous in dealing with the Faculty/ Officers/ Staff/ Students etc. IIT Kanpur shall have the right to have any security guard removed in case of tenable complaints from Faculty/ Officer /Staff/ Students. The Security Agency shall have to arrange the suitable replacement in all such cases within 24 hours of intimation by security Officer IIT Kanpur, failing it may be treated as absent and consequent penalty as specified elsewhere in the document or any other penalty as deemed fit and reasonable by IIT will be imposed.
- 6. That in the event of any loss, theft or robbery inside the campus or damage occasioned to the Department, as a result of any lapse on the part of the Security Agency or its security personnel deployed in IIT Kanpur and its Outreach Centre at Sector 62 Noida, which would be established after an enquiry conducted by IIT Kanpur, the said loss can be claimed from the Security Agency up to the value of the loss. The decision of the IIT Kanpur will be final and binding on the Security Agency.

- 7. In case of breach of any terms and conditions attached to this contract, the Security Deposit of the Security Agency will be liable to be forfeited to IIT Kanpur besides annulment of the contract.
- 8. Any Security personnel found drunk, in possession/consumption of tobacco, alcohol, drugs or sleeping on duty to be removed by the Security Agency and no payment for that day on account of that person will be made.
- 9. Any liability arising out of any litigation (including those in consumer courts) due to any act of Security Agency's personnel shall be directly borne by the Security Agency including all expenses/fines.
- 10. Competent authority of IIT Kanpur shall be entitled to impose any penalty to the extent of Rs.1,00,000/- upon the Security Agency in the event of breach, violation or contravention of any of the terms and conditions.
- 11. The Institute will be entitled for compensation against the Security Agency, in case a proper joint inquiry established that the theft or loss or damage has been caused due to negligence of the Security Agency or any of its employees. The said compensation shall be in addition to the findings and recommendations that the joint enquiry may propose. The joint enquiry committee shall be constituted by IIT Kanpur which will be inclusive of one person from the security agency deployed at Kanpur.

<u>Annexure – I</u>

(Format for Declarations & Undertaking to be typed on bidder agency's letterhead and to be submitted in Part –I (TECHNICAL ENVELOPE) of the e-tender document)

DECLARATION -1

This is to	certify	that neither v	we/any o	of us/ a	re/is in	anyway	related to	any	employee	in the
Indian In	istitute c	of Technology	Kanpur	and its	Outread	ch Centr	e at Sector	62 I	Noida.	

Date:				
	(Signature of the Bidder			
Place:	with agency seal/rubber stamp)			
DECLARATION -2	<u>l</u>			
We hereby declare that we have not quoted any (FINANCIAL ENVELOPE) of the e-tender.	extra condition along with the Part-II			
Date:				
Place:	(Signature of the Bidder with agency seal/rubber stamp)			
UNDERTAKI	<u>NG</u>			
This is to certify that we have carefully gone through the job requirement, terms and conditions given in the e-tender document & have clearly understood the terms & conditions of the tender and have accordingly quoted our balanced rates after going through all details. We hereby give an undertaking that we shall provide round the clock contractual Security, Watch & Ward Services at Indian Institute of Technology Kanpur including its Outreach Centre at Sector 62 Noida strictly as per the given job requirement during the period of contract.				
We also undertake that the physical EMD instrument shall be deposited by us with the office of Security Section, Indian Institute of Technology Kanpur before the bid opening date. Otherwise the Indian Institute of Technology Kanpur shall reject the bid and debar me/us from further tendering in Indian Institute of Technology Kanpur.				
Date:				
Place:	(Signature of the Bidder with agency seal/rubber stamp)			

SELF-DECLARATION - NO BLACKLISTING

	Date:
To,	
The 1	Registrar,
India	n Institute of Technology Kanpur.
Dear	· Sir,
	E-Tender for providing round the clock contractual Security, Watch & Ward Services at in Institute of Technology Kanpur including its Outreach Centre at Sector 62 Noida.
1.	In response to the Tender Document for providing round the clock contractual Security, Watch & Ward Services at Indian Institute of Technology Kanpur including its Outreach Centre at Sector 62 Noida, I/ We hereby declare that presently our Company/bidder is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.
2.	We further declare that presently our Company/bidderis not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/Central Government/PSU/Autonomous Body on the date of Bid Submission including violation of relevant labour laws.
3.	If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future against any other tender.
Date	: :
Place	(Signature of the Bidder with agency seal/rubber stamp)

DETAILS OF EARNEST MONEY DEPOSIT (EMD)

1.Detail of the Tender	:	
2.Earnest Money Deposit (EMD)	:	
,		
Name of The Bank	:	
	:	
Demand Draft No.	:	
Date of DD		
	:	
Amount	:	₹
Note: - Scanned signed copies m 1) Technical Bid by due date.	ıu	st be uploaded online and original to be sent offline in (Cover
2, 1002222000 210 Sy uno unio		
Date:		

Place:

(Signature of the Bidder

with agency seal/rubber stamp)

BIDDER'S ELIGIBILITY CRITERIA

S1. No.	Description	Consideration (Yes/ No)	Proof attached at Page No.
1	Does your Security Agency comply with the statutory requirements such as valid Registration with EPF, ESI/PAN/TAN/GST/PSARA and Service Tax Registration authorities and license to execute such contracts?		
2	Do you possess required 05 years of experience in providing Security Services to Boards/ offices or reputed public/ private sector Organizations?		
3	Do you have any experience of providing similar services in Educational Institutes?		
4	Have you attached a list of contracts awarded During last 5 years (Name of the organizations)?		
5	Do you have average annual turnover of Rs. 50 Crores in preceding three financial years in security services?		
6	Whether the EMD in the form of Bankers Demand Draft are enclosed?		
7	Have you completed /submitted other required Information / documents, as mentioned in the Tender Document?		
8	Have your Security Agency ISO Certified?		
9	Do you have a registered/branch office in Kanpur, UP?		
10	Have you registered yourself with UP Police HQ (PSARA)?		
11	Do you have Minimum 05 (Five) years experience in executing similar kind of security, watch & ward related jobs in Central Government / Central Autonomous Bodies/State Govt./Central Public Sector Undertakings?		
	Do you have minimum 500 guards have been on their payrolls during last three financial years?		
10	Have at least five contracts for providing security services of annual value not less than Rs. 50 (Fifty) Lakh each, during last five years. Experience in providing security services to Educational Institutions will be preferred.		
15	Do you have capability to provide vehicles and licensed radio/wireless equipment?		

Date:

Note: - Enclose copies of the relevant documents.

Annexure -V

<u>Certificate for Tender</u> (To be given on Company Letter Head)

To,	Date:
Sub: Certificate of compliance as per Rule 144 (xi) GFR's 2017	
Tender Reference No:	
Name of Tender / Work:	
"I have read the clause regarding restrictions on procurement from a bidd	ler of a country which

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Annexure -VI

Certificate for Tender for Works involving possibility of sub-contracting (To be given on Company Letter Head)

То,	Date:
Sub: Certificate of compliance as per Rule 144 (xi) GFR's 2017	
Tender Reference No:	
Name of Tender / Work:	

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Annexure -VII

Declaration for Local Content

(To be given on Company Letter Head - For tender value below Rs.10 Crores)
(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 Crores)

To,	
,	
The Registrar,	
Indian Institute of Technology Kanpur.	
Sub: Declaration of Local content	
Tender Reference No:	
Name of Tender / Work:	
 Country of Origin of Goods being offered:	
"Local Content" means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.	f
"*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the Gener Financial Rules for which a bidder or its successors can be debarred for up to two years as p Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissib under law."	er
(Signature of the Bidd with agency seal/rubber stam	

FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (SITUATED AT IIT KANPUR OR KANPUR) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT IIT KANPUR OR KANPUR OR ANY SCHEDULED BANK SITUATED AT IIT KANPUR OR KANPUR. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

To,
The Registrar,
Indian Institute of Technology Kanpur
UP-208016

U.P208016.				
LETTER OF GUARANTEE				
WHEREAS Indian Institute of Technology, Kanpur (Buyer) has invited Tenders vide Tender No				
NOW THIS BANK HEREBY GUARANTEES that in the event of the said Bidder (seller) failing to abide by any of the conditions referred in tender document / purchase order/ performance of the catering service this Bank shall pay to Indian Institute of Technology, Kanpur on demand and without protest or demur Rs				
This Bank further agrees that the decision of Indian Institute of Technology, Kanpur (Buyer) as to whether the said Bidder (Seller) has committed a breach of any of the conditions referred in tender document/purchase order shall be final and binding.				
We,				
Notwithstanding anything contained herein:				
 Our liability under this Bank Guarantee shall not exceed Rs				
This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office atsituated at(Address of local branch).				
Yours truly,				
Name of Bank: Address: Date:				

FINANCIAL INFORMATION

Financial analysis- certified details duly supported by figures from balance sheet/profit and loss account for last 03 financial years (Copies to be attached).

Sl. No.		Details	Financial Years			
			2017-18	2018-19	2019-20	
1.		Gross annual turnover in Security and Intelligence services				
2.		Profit and loss				
3.		Financial status:				
	a.	Cash				
	b.	Current assets				
c. Current Liabilities						
	d.	Work capital (b-c)				
4.		Up-to-date income tax clearance certificate				

Date:	
Place:	(Signature of the Bidder
- 14001	with agency seal/rubber stamp

Note: Attach additional sheets, if necessary.

DETAILS OF ALL CONTRACTS COMPLETED DURING THE PAST YEARS

S1. No.	Name of the contract & Place	Name of the Client	Annual value of contract	Date of commenc ement as per the contract	Period of contract	Litigation Arbitration on pending/in progress with details	Name, Address & Telephone No. of Officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9

Date:	
Place.	

DETAILS OF CONTRACTS UNDER EXECUTION OR AWARDED

S1. No.	Name of the contract & Place	Annual value of contract	Date of commencement as per contract	Period of contract	Name, Address & Telephone No. of Officer to whom reference may be made	Remarks
1	2	3	4	5	6	7

Date:	
Place:	

PERFORMANCE REPORT OF CONTRACTS REFFERED IN FORMS 'B & 'C'

Furnish this information for each individual contracts from the employer for whom the contract was executed.

1.	Name of the contract and place	
2.	Agreement no.	
3	Annual value of contract	
4.	Date of start	
5.	Date of completion	
6.	Performance Report	
	a. Quality of service:	
	(Excellent/Very Good/Good /Satisfactory/Poor)	
	b. Resourcefulness:	
	(Excellent/Very Good/Good /Satisfactory/Poor)	
7.	Any Penalty imposed for poor performance	
8.	Any litigation pending	

Note: Attach additional sheets, if necessary.	
Date:	
Place:	(Signature of Authorized person of the Client with Organization seal/rubber stamp)

DETAILS ABOUT THE ORGANISATION OF THE SECURITY AGENCY

1.	Name and address of the security agency	
2.	Telephone no., Mobile.no. Fax no. and e-mail	
3	Legal status (Attach copies of original document defining the legal status). a. A proprietary security agency b. A security agency in Partnership c. A limited security agency or corporation	
4.	Particular of registration with register of companies ESI, EPF, GST etc. (Attach attested copies) a. Registration no. b. Organization/Place of	
5.	Name and title of Directors and Officers with designation who will be directly concerned with this work	
6.	Have you or your constituent partner(s) been debarred / black listed form tendering in any organization at any time? If so, give details.	
7.	Any other information considered necessary but not included above.	

Note: Attach additional sheets, if necessary.	
Date:	
Place:	(Signature of the Bidder
	with agency seal/rubber stamp

DETAILS OF SECURITY PERSONNEL ON PAY ROLL OF THE SECURITY AGENCY

S1. No.	Designation	Name	Qualification	Professional Experience	Remarks
1	2	3	4	5	6

Date:	
Place:	(Signature of the Bidder
	with agency seal/rubber stamp)

DETAILS OF COMMUNICATION EQUIPMENT AND VEHICLES AVAILABLE WITH THE SECURITY AGENCY

Sl. No.	Name of the Communication equipment/ vehicle	Quantity	Make	Serviceable Condition	Remarks
1	2	3	4	5	6

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LETTER OF TRANSMITTAL

From M/s
101/5
(Bidder)
То
The Registrar,
Indian Institute of Technology
Kanpur- 208016

Sub: "Providing round the clock contractual security, Watch & Ward services at Indian Institute of Technology Kanpur including its Outreach Centre at Sector 62 Noida"

Sir,

- 1. Having carefully examined the Tender document, we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
- 2. We enclose herewith <u>Earnest Money Deposit (EMD) for a value of Rs. 20,00,000.00 (Rupees Twenty lakh)</u> only, in the form of Demand Draft No.------dated------ issued by-------, in favour of Registrar, IIT Kanpur payable at Kanpur. (Name of Bank & Branch).
- 3. We certify that we have carefully read each and every condition and the scope of work given in the Bid document and having understood the same we consider our acceptance without any condition or deviation.
- 4. We agree to keep the Bid valid for a period of 90 days from the date of opening of Bid and it shall remain binding on us and may be accepted at any time before the expiry of that period. We also understand that we shall not withdraw this Bid during this period of 90 days and in the event of default, The Institute shall have the right to forfeit the EMD without assigning any reason.
- 5. Should this Bid be accepted, we hereby agree to abide by and fulfill all terms and conditions of the Bid document and in default thereof, to forfeit the EMD absolutely. We understand that The Institute is not bound to accept the lowest or any other Bid received, fully or in part thereof.
- 6. Unless and until a formal contract is prepared and executed, this Tender Document together with written acceptance of tender thereof shall constitute a binding contract between The Institute and ourselves.
- 7. We certify that all the statements made and information supplied in the enclosed forms A to G and Annexures-I to IV and accompanying statements/documents are true and correct.
- 8. We have furnished all information and details necessary for pre-qualifications and have no further pertinent information to supply.

9.	We hereby submit our	offer in t	two parts	as required	under the	Terms &	Tonditions	of the
	tender document.							

10.	We submit the following certificates in support of our suitability, know- how & capability
	for having successfully completed the following contracts:

Sl. No.	Name of the Contracts	Certificate from

No. of Enclosures :

Date of Submission:

Witness:

(Name and Address)

(Signature of the Authorized person for and on behalf of the Security Agency with agency seal/rubber stamp)