



## Indian Institute of Information Technology Sri City, Chittoor

(An Institute of National Importance under an Act of Parliament)

630 Gnan Marg, Sri City, Chittoor District - 517 646, Andhra Pradesh, India

e-mail: [procurement@iiits.in](mailto:procurement@iiits.in), [www.iiits.ac.in](http://www.iiits.ac.in)

No: IIITS/NIT/2021/07/01/SS, dt.20.07.2021

### NOTICE INVITING TENDER

[Technical bid and Price bid system – e-Procurement mode]

e-Tender Event No. IIITS/NIT/2021/07/01/SS

Indian Institute of Information Technology Sri City, Chittoor invites sealed bids, under two bid system (Technical bid and Financial bid) for Providing and Supplying of Security services on round the clock duties in 3 shifts to IIIT Sri City, Chittoor from eligible bidders as per the details given below:

Table – A

Sl.No.	Position	Tentative Requirement
1	Security Guard (Semi-skilled)	18
2	Head Guard (Skilled)	03

- Note-1: The requirement in above TABLE is tentative and can vary.
- No Earnest Money is to be deposited along with tender. (The EMD has been exempted vide Office Memorandum No.F.9/4/2020-PPD dated 12th November 2020, Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division, 512, Lok Nayak Bhawan, New Delhi.)
- Bidder may give an undertaking as Bid securing declaration accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract., or to submit a performance security before the deadline defied in the request for bids document, they will be liable to suspended for the period of time specified in the request for bids document from being eligible to submit bids for contracts with the entity that invites the bids (as the proforma available in this tender).

#### 4. Eligibility criteria for Security services:

Signature of the Tenderer with seal

- a) The bidder should have a valid license issued under Contract Labour (Regulation & Abolition) Act 1970 for deploying personnel.
  - b) The security agencies must have a valid license from Union Home Ministry (<https://psara.gov.in>) for taking part in bidding.
  - c) The bidder should have a total 7 years of experience in providing Security services out of which the bidder should have at least 5 years of experience in providing Security services to any University, Government supported Educational institutions & Government agencies.
  - d) The bidder should have satisfactorily completed Security services at least one work costing more than Rs.30 lakhs **(or)**
  - e) The bidder should have satisfactorily completed Security services at least two works costing more than Rs.23 lakhs each **(or)**
  - f) The bidder should have satisfactorily completed Security services at least three works costing more than Rs.15 lakhs each
  - g) The bidder should have an average annual turnover of at least 80 lakhs for the last 3 years ending with March 2021. Should provide valid proof of turnover like, audited balance sheet and Profit and Loss account / IT Returns etc
  - h) The bidder should have valid GST registration, PAN, registration with EPF Organization and ESIC. Copies of the certificates to be attached.
  - i) The bidder should not have been blacklisted by any other Universities/Departments/Ministries etc. Should furnish “declaration regarding black-listing and/ or litigations as the proforma available in the tender”.
5. Validity of contract: The Contract shall be valid for a period of one year from the date of commencement of services.
  6. Availability of Tender Documents: The tender documents will be available at IIIT Sri City Chittoor website [www.iiits.ac.in](http://www.iiits.ac.in) and <https://mhrd.euniwizarde.com/>
  7. Last date for receiving bids: 03/08/2021, 12:00 hours.
  8. Opening of Technical Bids: Technical Bids shall be opened on 03/08/2021 at 12:30 hours.
  9. Opening of financial bids: The date will be communicated to the technically qualified bidders.
  10. Method/Manner for Submission of Bids: <https://mhrd.euniwizarde.com/>
  11. Service charge shall be quoted as a fixed amount per head per month and not as a percentage.
  12. The bidder shall comply with the minimum wages as per GOAP norms.
  13. Categorization of man power will be as per the notification of GoAP norms
  14. Performance Security Deposit: 10% of the total annual value of the award of contract.
  15. Validity of Bids: 120 days from opening of technical bid.
  16. Neither IIIT Sri City Chittoor nor E-wizard shall be responsible for non-accessibility of e-Procurement portal due to technical glitches or internet connectivity issues at Tenderers end.
  17. Tenders and supporting documents should be uploaded through the e- Wizard portal. Hard copy of the tender documents will not be accepted.
  18. IIIT Sri City Chittoor reserves the right to reject any or all the bids without assigning any reason.

Sd/-  
Registrar I/c.

## TENDER DOCUMENT

Tender No: IIITS/NIT/2021/07/01/SS, dt.20.07.2021

### **SCHEDULE - 1: INSTRUCTIONS TO BIDDERS**

- 1. Notice inviting Bids:** Bids are invited under two bid system (Technical bid and Financial bid), by the Indian Institute of Information Technology Sri City, Chittoor, 630, Gnan Marg, Sri City, Chittoor District, Andhra Pradesh from eligible Bidders for Hiring of Manpower Services as specified in the Schedule-2 of tender document.
- 2. Issue of Tender Document:**
  - a. The Tender documents can be downloaded from institute website [www.iiits.ac.in](http://www.iiits.ac.in) and <https://mhrd.euniwizarde.com/> as in Schedule 4
  - b. Any change that will be made in the Tender document by the Competent Authority after issue of the Tender can be checked from <https://mhrd.euniwizarde.com> in the form of Corrigendum/Addendum for incorporating the same in the Bid document before submitting the Bid. The prospective bidders are requested to visit our website from time to time. No separate notification in this regard will be made in the newspaper.
  - c. No alterations and additions anywhere in the Bid Document are permitted. If any of these are found, the Bid may be summarily rejected.
  - d. The Bidder shall bear all costs associated with the preparation and submission of its Bid. The IIIT Sri City Chittoor shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.
- 3. Language of Bid/Contract:** The language of the Bid shall be in English and all correspondence, etc. shall conform to the English language.
4. Intended Bidders will be allowed to seek clarification, if any, during the office hours only of IIIT Sri City Chittoor.
- 5. Validity of Bids:** The Bids will be valid for a period of 120 days from the date of its opening.
- 6. Extension of Contract:** The Institute may extend the contract at its discretion for further duration of one year subject to satisfactory performance at the same terms and conditions. The bidder shall oblige the decision of the Institute on this matter.

**7. Earnest Money/ Bid Security:**

- 7.1 No Earnest Money is to be deposited along with tender. (The EMD has been exempted vide Office Memorandum No.F.9/4/2020-PPD dated 12th November 2020, Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division, 512, Lok Nayak Bhawan, New Delhi.)
- 7.2 Bidder shall give an undertaking as Bid securing declaration accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract., or to submit a performance security before the deadline defined in the request for bids document, they will be liable to suspended for the period of time specified in the request for bids document from being eligible to submit bids for contracts with the entity that invites the bids (suspended or blacklisted for a period as indicated in Undertaking/Declaration) above apply - as the proforma available in this tender)
- 7.3 Conditional bids are not allowed and are subjected to total rejection of bid.

**8. Rates how to be quoted**

- 8.1 The bidder is expected to work out his rates keeping in view the technical specifications & conditions and arrive at the amount to be quoted. The Bidder shall be deemed to have satisfied himself before Bidding as to the correctness and sufficiency of its Bid and of the rates and prices quoted in the attached schedules, which rates and prices shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper fulfilling his obligations under the contract.
- 8.2 The TABLE-A of Schedule-5 shall be exclusive of any GST tax, education cess and secondary and higher education cess or any other applicable taxes. The taxes as may be levied by the Government of Andhra Pradesh/ Government of India from time to time shall be charged by the contractor in addition to the rates quoted in the bid by the contractor.
- 8.3 The bidder should quote the details (price-break up) of the monthly consolidated amount in the TABLE-C of Schedule-5.
- 8.4 Rates quoted shall be valid for a period of one year. However, on revision of minimum wages by Govt. of Andhra Pradesh the same shall be revised by the IIIT Sri City. However, even on revision of minimum wages, the contractor's profit in absolute terms (not in percentage terms) shall remain the same throughout the contract period as was quoted by the contractor in his bid.

**9. Manner of Submission of Bid**

- 9.1 The complete Bid will be received as indicated in the Schedule-4,(<https://mhrd.euniwizarde.com>)
- 9.2 E-mail or Fax offers will be rejected.

**10. Last Date for Submission: 03/08/2021, 12:00 hours.**

**11. Other Important Points to be noted by the Bidder:**

- 11.1 The Financial Bid should be written both in words and figures at appropriate places (Schedule5). In case of any difference in the rates quoted in figures and in words, the lower of the two rates will be taken as the tendered rate.
- 11.2 The Bidder shall submit the Bid which satisfies each and every condition laid down in Tender Document, failing which the Bid shall be liable to be rejected. Conditional Bids shall be rejected

**12. Opening of Bid**

- 12.1 The Bid received before the time and date specified in Tender Notice, will be opened online as per the specified program in the office as mentioned in the Schedule-4 (if possible) on the opening day, at the scheduled time.

**13. Short listing of Bidders**

- 13.1 The IIIT Sri City will short-list technically qualifying Bidders and Financial Bids of only those Bidders, who qualify in technical bids, will be opened.

**14. Opening of Financial Bids**

- 14.1 The IIIT Sri City shall open the financial bids after evaluation of technical bids.

**15. Acceptance of Bid**

- 15.1 Acceptance of Bid shall be done by the Competent Authority of the IIIT Sri City. The IIIT Sri City is not bound to accept the lowest or any Bid. The IIIT Sri City reserves the right to reject any or all Bids received without assigning any reason whatsoever. The acceptance of Bid will be communicated to the successful Bidder in writing by the authorized officer of the IIIT Sri City.

**16. Execution of Contract Document**

- 16.1 The successful Bidder after deposit of Performance Security is required to execute an Agreement in duplicate in the form attached with the Bid Documents on a stamp paper of proper value of Rs. 100/-. The Agreement should be signed within 10 days from the date of acceptance of the Bid. The Contract will be governed by the Agreement, the Conditions of the Contract (COC) and other documents as specified in the COC.
- 16.2 It shall be incumbent on the successful Bidder to pay stamp duty, legal and statutory charges for the Agreement, as applicable on the date of the execution.

**17. Rights of the IIIT Sri City Chittoor**

- 17.1 The IIIT Sri City Chittoor reserves the right to suitably increase/reduce the scope of work put to this Bid. The right to split up the hiring of manpower services in two or more parts is reserved by the IIIT Sri City Chittoor and also the right to award contract to more than one agency is reserved.
- 17.2 The duration of the contract against this tender is ONE YEAR with terms and conditions. If the performance of the successful bidder is found to be satisfactory during the initial one year, the duration of the contract may be extended by the Director on the recommendation of the Committee constituted for the purpose for a further period as may be deemed fit by him.
- 17.2 In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the conditions of the Contract, interpretation of the clauses by the IIIT Sri City Chittoor shall be final and binding on all parties.
18. Notice to form part of Contract: Tender Notice and these instructions shall form part of the contract.

## SCHEDULE – 2

Tender No: IIITS/NIT/2021/07/01/SS, dt.20.07.2021

## CONDITIONS OF CONTRACT

**1. Definition**

- 1.1 ‘Annexure’ referred to in these conditions shall mean the relevant annexure appended to the Tender Document and the Contract.
- 1.2 ‘Approved’ shall mean approved in writing including subsequent confirmation of previous verbal approval and “Approval” shall mean approval in writing including as aforesaid.
- 1.3 ‘Bid’ means the Contractor’s price offer to the IIIT Sri City Chittoor for the man power services at the specified places as accepted by the Letter of Acceptance.
- 1.4 ‘IIIT Sri City Chittoor’ shall mean Indian Institute of Information Technology Sri City, Chittoor.
- 1.5 ‘Commencement Date’ means the date upon which the Contractor receives the notice to commence the rendering of services at specified places.
- 1.6 ‘Competent Authority’ shall mean any officer authorized by the IIIT Sri City Chittoor to act on behalf of the IIIT Sri City Chittoor under this contract.
- 1.7 ‘Contract’ shall mean and include the Tender Notice, instructions to bidders, terms and conditions of contract, Letter of Acceptance, the Offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the bidder by the IIIT Sri City Chittoor and any other document forming part of the contract.
- 1.8 ‘Contract Amount’ shall mean the sum quoted by the Contractor in his bid and accepted by the IIIT Sri City Chittoor.
- 1.9 ‘Contractor’ shall mean the individual or firm or company whether incorporated or not, undertaking the Contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- 1.10 ‘Government’ shall mean the Government of Andhra Pradesh or Government of India depending on the context and is defined.
- 1.11 ‘Letter of Acceptance’ means the formal acceptance by the IIIT Sri City Chittoor.
- 1.12 ‘Services’ shall mean the services to be provided to the IIIT Sri City Chittoor by the Contractor as stated in the Contract and other services that are prescribed in the Tender document.
- 1.13 ‘Specification’ means the specification referred to in the tender. In case where no specification is given, the relevant specification of the IIIT Sri City Chittoor, where one exists, shall apply.
- 1.14 ‘Tender’ means formal invitation by the IIIT Sri City Chittoor to the prospective bidders to offer fixed price for Hiring of Manpower Services.
- 1.15 ‘Time for Completion’ means the time for completing the supply of man power.

**2. Parties to the Contract**

- 2.1 The Parties to the contract shall be the Contractor, whose offer is accepted by the IIIT Sri City Chittoor; and IIIT Sri City Chittoor.

- 2.2 The person signing the offer or any other document forming the part of Contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be, in all matters pertaining to the Contract. If it is found that the person concerned has no such authority, the IIIT Sri City Chittoor may, without prejudice to any other Civil/Criminal remedies, terminate the Contract and hold the signatory and / or the firm liable for all costs and damages for such termination.

### **3. Performance Security**

- 3.1 To ensure due performance of the contract, an interest-free Performance Security, as defined in Schedule 4 shall be deposited by the contractor in the form of an Account Payee Demand Draft in favor of 'Indian Institute of Information Technology Sri City Chittoor' payable at Sri City or a Bank Guarantee as per format indicated in Annexure-1.
- 3.2 Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor.
- 3.3 Any amount due/recoverable from the Contractor under the terms of this Contract or any other account, may be deducted from the amount of Performance Security Deposit. In case, the amount of Performance Security Deposit is reduced by reason of any such deduction, the Contractor shall, within twenty (20) days of receipt of notice of demand from the IIIT Sri City Chittoor, make good the deficit. In case, security is deposited by way of bank guarantee by the Contractor, then any penalty for damages liquidated or unliquidated or for any breach or failure or determination of Contract, not previously paid to the IIIT Sri City Chittoor, shall immediately on demand be paid by the said bankers to IIIT Sri City Chittoor under and in terms of the said guarantee.
- 3.4 If during the term of this Contract, the Contractor is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the way of fines, penalties and recovery of any other amounts due from the Contractor, the IIIT Sri City Chittoor shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Performance Security.
- 3.5 Nothing herein mentioned shall debar the IIIT Sri City Chittoor from recovering from Contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.
- 3.6 The Performance Security shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the IIIT Sri City Chittoor. The Performance Security shall be returned to the Contractor by the IIIT Sri City Chittoor within sixty days following the Completion Date or Termination Date of this Contract provided that there are no outstanding claims of the IIIT Sri City Chittoor on the Contractor.



#### 4. Contract Documents

4.1 The several Contract documents forming the Contract shall be taken as mutually explained to one partly by the other, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent Authority of the IIT Sri City Chittoor who shall issue to the Contractor necessary instruction thereon and in such event unless otherwise provided in the Contract the priority of the documents forming the contract shall be as follows:

- 1) The Agreement
- 2) The Conditions of Contract
- 3) Tender Notice and Tender Document
- 4) Letter of Acceptance.
- 5) Any other correspondence exchanged between the parties in connection with the contract
- 6) The Contractor's Offer

**5. Validity of the Contract:** The Contract shall be valid for a period of one year from the date of commencement of services.

#### 6.Services:

6.1 Services to be hired under this Contract: The contractor shall provide efficient manpower services at IIT Sri City Chittoor permanent campus at 630, Gnan Marg, Sri City, Chittoor District, Andhra Pradesh-517 646 and the requirement of manpower is as under.

Table – A

Sl.No.	Position	Tentative Requirement
1	Security Guard (Semi Skilled)	18
2	Head Guard (Skilled)	03

Note 1: The requirement is tentative and can vary as per requirement of IIT Sri City Chittoor through-out the contract period.

Note 2: The bidders shall quote for man power specified in TABLE-A However, Bids quoting partially for the manpower Specified in TABLE-A will be rejected.

#### 6.2 The main duties of the Security Guard personnel are as follows:

1. To regulate the entry and exit of the persons into the respective premises
2. Detection and prevention of trespasses, intrusion, unauthorized entry into the premises
3. Maintain a register for recording the entry and exit of visitors and vehicles
4. Regular inspection/patrolling of the premises to prevent damages, loss, theft etc.
5. Occurrence of any significant incidents shall always be reported to Official of IIT, Sri City, Chittoor
6. In the event of theft or loss of property, a report shall be submitted to IIT, Sri City, Chittoor official by the quickest possible means, immediately on occurrence of such an event and suitable remedial action shall be taken after consultation with the Competent Authority of IIT, Sri City, Chittoor.

Signature of the Tenderer with seal

7. A spot inquiry shall be conducted in consultation with Competent Authority of IIIT, Sri City, Chittoor. However, it shall ensure that such inquiry will not interfere with any investigations by police.
  8. The security shall also make out ways and means to recover the stolen property and will suggest measures to block loopholes, if any, in the security arrangements.
  9. In case of fire etc., immediate action to be taken to put out fire and also to bring the same to the notice of IIIT, Sri City, Chittoor officials concerned. In case of negligence or connivance on the part of security workforce due to which loss has occurred, the entire loss shall be borne by the Security Agency.
  10. Proper handing over, taking over of duty charge at the time of starting/closing of the duties to be done in each shift.
  11. Contractor shall provide first aid box for the Security workforce which shall be maintained at the work spots.
  12. The Security workforce is allowed to leave the security point only when the reliever is physically present and after handing over of duties to the reliever. Both should sign in a register (Security occurrence register) in which major occurrences and observations of their respective duties are recorded.
  13. The Security personnel provided by the agency should be a personnel of high integrity and confidence. Original Antecedents Verification Certificate (issued by the regional police authority) of all security guards deployed at IIIT Sri City, Chittoor should be submitted within 30 days from the date of release of Work Order / Contract Agreement. Security Agency should provide all data related to Security Guards including details of identity and residential proofs such as Aadhaar Card, Voter ID, Address, Phone Numbers, Vehicle details etc.,
  14. The selected agency should provide identity cards to the personnel deployed at the IIIT Sri City having the photograph of the personnel and personal information such as name, designation, address and identification mark etc., attested by the Security In-charge at the IIIT Sri City
  15. Any additional security requirements during special events / VIP visits etc., the Security Agency should provide legally verified security guards. Charges for the same may be billed separately on a case to case basis.
  16. The selected agency should ensure that any information related to Research, Operational process, Technical know-how, Security Arrangements and Administrative/Organizational matters are not divulged or disclosed to any person by their personnel deployed at the IIIT Sri City.
  17. The selected agency should ensure proper conduct of its personnel at IIIT Sri City campus, and shall also ensure that, none of its employee will join duty after consuming of Alcohol/Smoking/Chewing of tobacco while on duty.
- 6.3 The Contractor shall ensure that only experienced personnel in security services / ex-service men are to be deployed as security guards at IIIT Sri City Chittoor's premises who can cater to the requirements of IIIT Sri City Chittoor, failing which it shall be the responsibility of Contractor to provide replacement immediately. Contractor may give preference to the Security Guard personnel who currently working at IIIT Sri City Chittoor and also personnel from local areas around the Institute."

## 7. Contractor's Obligation

- 7.1 The Contractor shall provide manpower services at IIT Sri City Chittoor's premises as per Clause 6 which may be amended from time to time by the IIT Sri City Chittoor during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the IIT Sri City Chittoor from time to time.
- 7.2 IIT Sri City Chittoor shall have the right, within reason; to have any personnel removed who is considered to be undesirable or otherwise.
- 7.3 The Contractor shall exercise adequate supervision to ensure performance of Manpower services.
- 7.4 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 7.5 All necessary information shall be supplied immediately as required and monthly meetings will be held with the IIT Sri City Chittoor.
- 7.6 In case the Contractor fails to fulfill the minimum statutory requirements (GST/ESIC/EPF/EDLI) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the IIT Sri City Chittoor, in addition to forfeiting of the Performance Security and other legal actions as may be necessary.
- 7.7 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the IIT Sri City Chittoor shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the performance security or may be demanded from him to be paid within seven days to the credit of the IIT Sri City Chittoor.
- 7.8 The IIT Sri City Chittoor reserves the right to monitor the clock-in time and clock-out time for the Contractor's employees as well as to give working instruction directly to the contractor's employees if in the opinion of the IIT Sri City Chittoor this is necessary.
- 7.9 The Head Guard, who has sound knowledge and experience in manpower services, and shall be the person in-charge of daily operation of manpower services responsible for reporting to with IIT Sri City Chittoor. These personnel shall be strong in supervisory and communication skill, initiative, enthusiastic and reliable. The Head Guard may be required to perform his duties outside the normal working hours at the Contractor's own cost. All manpower supplied by the Contractor should be observant keen, alert, efficient, willing, pleasant and should not be convicted for any reason in the court of law and should maintain clean records. Adequate training for the respective jobs shall be provided by the Head Guard to guarantee a high standard of work. The Security personnel having driving skill may be utilized by IIT Sri City Chittoor in case of any emergency.
- 7.10 Unless written consent is given by the IIT Sri City Chittoor, the Contract or any part, share, or interest in it, must not be transferred or assigned by the Contractor, directly or indirectly to any persons whomsoever.

Signature of the Tenderer with seal

- 7.11 The contractor's employees must follow all reasonable instruction of the IIIT Sri City Chittoor. The IIIT Sri City Chittoor shall have power to vary the work reasonably described in the Specifications and Service Schedule and no variation shall void this contract.
- 7.12 All services performed under this contract shall be subject, before payment, to inspection by the IIIT Sri City Chittoor who may withhold payment when in its opinion any service has not been performed in accordance with the requirements of the contract. Payment for services will be made monthly at the end of month by the IIIT Sri City Chittoor only if the services have been performed to the satisfaction of the IIIT Sri City Chittoor.
- 7.13 The contractor shall be solely liable for and shall indemnify the IIIT Sri City Chittoor in respect of any liability, loss, claim or proceeding whatsoever, arising under any legislation or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the work whether or not due to his negligence and shall effect adequate insurance cover in respect of such risks and shall furnish the IIIT Sri City Chittoor with a copy of the insurance policy.
- 7.14 The IIIT Sri City Chittoor has the right to verify the mandatory educational/technical qualifications; age-proof, Aadhar, bank details and experience certificates in respect of the manpower provided by the contractor in respective category and reject them for suitable replacement if they are found not fulfilling the requirement of the IIIT Sri City Chittoor. Contractor's Obligations with respect to the staff provided
- 7.15 The Contractor shall provide manpower services through its uniformed and trained personnel for the performance of its services hereunder and these personnel of the Contractor only and the IIIT Sri City Chittoor shall not in any manner be liable and all statutory liabilities (such as ESI, EDLI & EPF etc.) as shall be paid by the contractor.
- 7.18 The Contractor shall submit to IIIT Sri City Chittoor the details/receipts of amount deposited in to the EPF, EDLI and ESI in respect of the deployed personnel to the concerned authorities while submitting the next month's bill. Failure to do so may entail with holding of the month's payment till such time the EPF, EDLI and ESI dues are paid.
- 7.19 The wages/salary of the personnel deployed by the contractor for these services in IIIT Sri City Chittoor shall be directly credited in the Bank Account of the individual. The contractor shall submit proof of the same to the IIIT Sri City Chittoor on or before 10<sup>th</sup> of every month.
- 7.20 The contractor shall cover its personnel for personal accident and death whilst performing the duty and the IIIT Sri City Chittoor shall own no liability and obligation in this regard.
- 7.21 The Contractor after getting antecedents verified from police authorities shall issue identity cards/identification documents to all its personnel who will be instructed by the Contractor to display the same. The IIIT Sri City Chittoor has the right to inspect the performance of the personnel deployed by the contractor and order for replacing them if the performance is not satisfactory.

- 7.22 The personnel of the Contractor shall not be the personnel of the IIT Sri City Chittoor and they shall not claim salary or allowances, compensation, damages or anything arising out of their deployment/duty under this contract. The Contractor shall make them known about this position in writing before deployment under this agreement. The contractor shall provide past deployment details of the personnel provided to IIT Sri City Chittoor and IIT Sri City Chittoor shall be at a liberty to verify the details if felt necessary.
- 7.23 The Contractor shall also provide all benefits statutory or otherwise to its personnel and the IIT Sri City Chittoor shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labor Laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax and Minimum Wages Laws, Contractor Labor (Regulations Abolition Act) or any other law in force.
- 7.24 The Contractor shall provide minimum of two sets each of summer and winter Uniform with shoes and its maintenance to its personnel at its own cost and shall ensure that the personnel so deployed wear neat, clean uniform while on duty at IIT Sri City Chittoor. For night patrolling personnel's rechargeable torches shall be provided.
- 7.26 The Contractor shall submit to IIT Sri City Chittoor a copy of wages sheet showing monthly wages paid to its personnel.
- 7.27 The Contractor shall not deploy any person below the age of 18 years old and more than 45 years old. Manpower engaged for the purpose shall be pre-trained and experienced in requisite field.
- 7.28 The contractors shall ensure that personnel provided by them do not get involved in unauthorized possession of documents or other information from IIT Sri City Chittoor in hardcopy form or softcopy form and also transfer of any information to any outside party without authorization.
- 7.29. The contractor has to ensure the personnel to abide by the rules and regulations as and when framed by IIT Sri City Chittoor. Any violations may attract disciplinary actions by IIT Sri City Chittoor against the personnel as well as the contractor.
- 7.31 The Institute will provide the allocation details across various facilities of the institute, on the day of the signing of the contract separately and thereafter as and when required. The allocation of Security Guard personnel across various facilities of the Institute must be adhered to.
- 7.32 The Institute reserves the right to increase or decrease the number of security guards and Head Guards as per the requirement before the date of issue of contract and during the execution of contract.
- 7.33 Contractor should provide a weekly off to every security guard deployed and the details of such day of weekly off for all security guards should be intimated to the Institute at the starting of the contract)
- 7.34 The security personal should be deployed in three shifts per day (8 hours per shift) and no person should be forced to work continuously for more than 8 hours per day.. Continuous deployment/ overtime for more than 8 hours/double duties are not allowed.

- 7.35 Agency should recruit sufficient number of manpower keeping in view of the provision of weekly off for all personals and leave reserve as may be required.

## 8. Payment Terms

- 8.1 The payment towards the services will be made by the IIT Sri City Chittoor directly to the Contractor on receipt of bill on completion of month. The rates quoted shall be exclusive of any GST or any other applicable taxes as may be levied by the Government (GOI or GOAP) from time to time and the same shall be charged in addition to the applicable wages. IIT Sri City Chittoor will not pay wages to the contractor for the period of absence, if any individual/personnel provided for by the contractor.
- 8.2 Bills for services provided under this contract shall be prepared in duplicate by the Contractor immediately after the completion of month and shall be sent to IIT Sri City Chittoor for verification and acceptance/payment. The payment of bills and other claims arising out of the contract will be made through Public Financial Management System (PFMS - Online) directly to the Bank Account of the Contractor. The payment will be subject to the provisions of the Income Tax Act, 1961 i.e., Tax will be deducted at source as per government norms at the prevailing rates, from the gross amount of each bill submitted.
- 8.3 The IIT Sri City Chittoor reserves the right to retain and set off against any sum which may be from time to time due to the Contractor under any claim, which the IIT Sri City Chittoor may have under this or any other Contract/Agreement.

## 9. Imposition of fines / penalty

- 9.1 The Contractor shall disburse wages to its deployed manpower inclusive of DA, if any, latest by 5<sup>th</sup> of every month, failing which penalty of Rs.500/- per day will be imposed up to 15<sup>th</sup> of the month and the contract shall be liable to be terminated. Performance Security is liable to be forfeited and Bank guarantee encashed. The IIT Sri City Chittoor will have the power to appoint any other contractor for the manpower services at the risk and cost of the Contractor.
- 9.2 Whenever and wherever it is found that the assigned work is not performed up to the entire satisfaction of the IIT Sri City Chittoor, it will be brought to the notice of Contractor by the IIT Sri City Chittoor and if no action is taken immediately, penalties will be imposed by invoking penalty clause as mentioned below and for the penalty shall be deducted from the bills of the contractor from the same month.

SlNo..	Description of work	Penalty
1.	Found on duty without proper uniform	Rs.50/- per day per person
2.	Late attendance and early going	Double of proportionate amount will be deducted
3.	Not found at the place of duty	Will be considered as absent & deducted from his/ her salary

4	Found consuming alcohol, tobacco, pan, gutka and smoking or any other illegal substance on duty.	Rs. 10,000/- from the agency and the person shall be removed from IIIT Sri City Chittoor
---	--------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------

- 9.3 In case the Contractor fails to fulfill the minimum statutory requirements (ESI/EPF/EDLI) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the IIIT Sri City Chittoor, in addition to forfeiting of the Performance Security.
- 9.4 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the IIIT Sri City Chittoor shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the contractor or that may become due to the contractor under this or any other contract or from the performance security or may be demanded from him to be paid within seven days to the credit of the IIIT Sri City Chittoor.

#### **10. Indemnity:**

- 10.1 The Contractor shall indemnify and keep indemnified the IIIT Sri City Chittoor against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labor laws as amended from time to time.
- 10.2 The Contractor shall indemnify, protect and save the IIIT Sri City Chittoor against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights and labor issues etc. or such other statutory infringements.

#### **11. Suspension of Contract:**

- 11.1 The IIIT Sri City Chittoor shall be at liberty at any time to suspend temporarily this Contract on giving 24 hours' notice in writing the Contractor for breach of any of the terms and conditions of this Contract for insufficient service or misconduct of the Contractor as to which the decision of the IIIT Sri City Chittoor shall be final and the Contractor shall not be entitled to any charge or compensation by reason thereof.
- 11.2 An event of default on the part of the Contractor, which results from the Contractor being unable to fulfill its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:
- In the opinion of the IIIT Sri City Chittoor, the Contractor has repudiated the Contract,
  - Without reasonable excuse has failed to provide manpower or Services in accordance with this Contract within the time stipulated for completion;
  - Despite previous warning from the IIIT Sri City Chittoor, in writing, or otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract;

Signature of the Tenderer with seal

- d) Delays in providing manpower beyond a period of 20 days from the scheduled date.
- e) If the Contractor is in breach of any law or statute governing to provide manpower services:
- f) The Contractor, in the judgment of the IIIT Sri City Chittoor, has engaged in corrupt or fraudulent practices in competing for or in carrying out the Services under the Contract:
- g) The Contractor enters into voluntary or involuntary bankruptcy, or liquidation; (h) The Contractor becomes insolvent;
- h) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;
- i) Any act is done, or event occurs with respect to the Contractor or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events;
- j) The Contractor (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the IIIT Sri City Chittoor.

## **12. Termination by the IIIT Sri City Chittoor**

- 12.1 It shall also be lawful for the IIIT Sri City Chittoor to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the Contractor may suffer by reason of such termination, by giving the Contractor 20 days' notice in writing by the IIIT Sri City Chittoor for such termination. Any such termination shall be without prejudice to any other right of the IIIT Sri City Chittoor under the Contract.

## **13. Contractor's right to terminate**

- 13.1 If the Contractor decides to terminate the Contract before the end of contract period, the Contractor has to give an advance intimation of at least 60 days. If the Contractor terminates the agreement without prior notice of 60 days, then the entire security deposit will be forfeited.

## **14. Force Majeure Clause**

- 14.1 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 shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, pandemic, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the

other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Director IIIT Sri City Chittoor as to whether the services have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is



prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the IIT Sri City Chittoor shall be at liberty to take over from the Contractor at a price to be fixed by Director, IIT Sri City Chittoor which shall be final.

### **15. Corrupt or Fraudulent Practices**

- 15.1 The IIT Sri City Chittoor requires that the Bidders under this Bid observe the highest standards of ethics during the procurement and execution of such Contracts. Accordingly, the IIT Sri City Chittoor defines the terms set forth as follows:
- a) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
  - b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or execution of a contract to the detriment of the IIT Sri City Chittoor and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the IIT Sri City Chittoor of the benefits of the free and open competition.
- 15.2 The IIT Sri City Chittoor will reject a proposal for award if it determines that the Contractor has engaged in corrupt or fraudulent practices before, during or after the period of contract; The IIT Sri City Chittoor will hold the Contractor ineligible to be awarded a contract, either indefinitely or for a period of 24 months from the date of declaring the contractor ineligible if it at any time determines that the Contractor has engaged in corrupt and fraudulent practices in competing for, or in executing the Contract.

**16. Confidentiality:** The Contractor shall not divulge or disclose proprietary knowledge obtained while providing manpower and services under this Contract to any person, without the prior written consent of the IIT Sri City Chittoor.

**17. Publicity:** Any publicity by the Contractor in which the name of the IIT Sri City Chittoor is to be used, should be done only with the explicit written permission of the IIT Sri City Chittoor.

**18. Disputes & Arbitration:** The IIT Sri City Chittoor and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the Arbitrator, appointed by the Authorized Officer indicated in Schedule-4. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

### **19. Mode of serving Notice**

- 19.1 Communications between parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).
- 19.2 All notices shall be issued by the authorized officer of the IIT Sri City Chittoor unless otherwise provided in the Contract. In case, the notice is sent by registered post to the last known place or abode or business of the Contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

20. The Contractor shall in respect of labours employed by him either directly or through subcontractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
  - a) The Contract Labour (Regulation & Abolition) Act 1970
  - b) The Minimum Wages Act 1948 and related Central Rules)
  - c) The Payment of Wages Act 1936 and related Central Rules.
  - d) The Employee's Provident Fund & Miscellaneous Provisions Act 1952.
  - e) The Employees State Insurance Act 1948.
  - f) The Workmen Compensation Act 1923.
  - g) The Industrial Disputes Act 1941.
  - h) The payment of bonus act 1965 And any other law or modifications to the above or to the Rules made there under from time to time.
21. The Contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). The license shall be amended and / or renewed wherever, there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The Contractor shall inform the license number to the IIIT Sri City Chittoor before taking up the work.
22. The Contractor (Licensed or unlicensed) shall promptly furnish every information and document required by IIIT Sri City Chittoor authorities for the purpose of fulfilling their obligations as Principal Employer and shall render all necessary assistance for the same.

### **Wages**

23. The Contractor shall pay wages to the workmen employed by him at the rate which shall not be less than the minimum wages applicable under Law from time to time.
24. The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.
25. The Contractor shall ensure payment of wages to the contract labour employed by him within three days from the end of wage period in case the wage period is one week or a fortnight and in all other cases before 5th day of the following month.
26. All Payment of wages shall be made online on date notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.
27. Where the employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
28. Wages due to every worker shall be paid to him direct through online. All wages shall be paid in INR.

**REGISTERS & RECORDS:**

29. The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.
30. Governing language: Governing language for the entire contract and communication thereof shall be English only.
31. Law: The contract shall be governed and interpreted under Indian Laws.
32. Legal Jurisdiction: No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Contractor in any Court of law except the competent Courts having jurisdiction within the local limits of Chittoor only.
33. Stamp duty: The Contractor shall bear and pay any stamp duty and registration charges in respect of the Contract.

SCHEDULE – 3

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**SCHEDULE – 4: SPECIFICATION & ALLIED TECHNICAL  
DETAILS**

1. Proposed validity of the contract – One year.
2. Availability of Tender Documents: Tender documents can be downloaded from <https://mhrd.euniwizarde.com/>
3. Opening of Bids: Technical Bids shall be opened on 03/08/2021 at 12:30 hours in the office of the Registrar, Indian Institute of Information Technology Sri City, Chittoor.
4. Financial bids of those who have qualified in the technical bid only will be opened.
5. Method/manner for Submission of Bids – The two-cover bid is to be submitted to <https://mhrd.euniwizarde.com/> on or before 03/08/2021, 12:30PM.

Earnest Money Deposit: TABLE-A = (Proforma is available in this tender)

Performance Security Deposit: 10% of the total annual value of the award of contract.

6. Validity of Bids: 120 days from opening of technical bid.

## SCHEDULE – 5: FINANCIAL BID

No: IIITS/NIT/2021/07/01/SS, dt.20.07.2021

(To be submitted in Financial Bid)

To  
The Registrar,  
Indian Institute of Information Technology Sri City, Chittoor

Sir, With reference to your tender enquiry dated \_\_\_\_\_ for providing Security (Manpower) services Services to IIT Sri City, Chittoor, I/We quote the rates as given below:

TABLE – A

Sl.No.	Position	Tentative Requirement
1	Security Guard (Semi-skilled)	18
2	Head Guard (Skilled)	03

Note 1: The requirement is tentative and can vary.

Note-2: The bidders shall quote for total man power specified in TABLE A

Note 3: In case any additional manpower required by institute the same shall be provided by contractor, subjected to the same terms and conditions of this agreement/tender form.

I/We have read the tender document and understood all the terms and conditions for providing manpower services as indicated in the Schedule-2 of the tender document.

Signature: \_\_\_\_\_

Name &Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date:

## SCHEDULE – 5 -: FINANCIAL BID (Continued)

No: IIITS/NIT/2021/07/01/SS, dt.20.07.2021

TABLE-‘C’

	Security Guard (Semi-Skilled)	Head Guard (Skilled)
Basic Minimum Wages including VDA per person (As per Government of Andhra Pradesh)		
ESI		
EPF		
EDLI		
A. Gross wages per head		
B. Profit/Service Charges per head per Month (in terms of fixed amount and not in terms of %)		
Total Monthly Cost per Head (A+B)		

Date:

Signature: \_\_\_\_\_

Name &amp; Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Mobile No. : \_\_\_\_\_

Email Id :

SCHEDULE - 6:

CONTRACT FORM AGREEMENT

THIS AGREEMENT made on this \_\_\_\_\_ day of .....between M/s\_\_\_\_\_ (Name and Address of the Contractor) (hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and the Indian Institute of Information Technology Sri City, Chittoor, 630, Gnan Marg, Sri City, Chittoor District, Andhra Pradesh (hereinafter referred to as the IIIT Sri City, Chittoor, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Contractor is a service provider

AND WHEREAS the IIIT Sri City, Chittoor is a body corporate, enacted by Parliament. The IIIT Sri City, Chittoor intends to purchase services on rate contract basis; therefore, invited bids through <https://mhrd.euniwizarde.com/>, Open or Advertised / Limited / Single Tender enquiry dated \_\_\_\_\_

WHEREAS the Contractor (successful bidder) submitted his bid vide \_\_\_\_\_ in accordance with the bid document and was selected as ‘successful bidder’ pursuant to the bidding process and negotiation on contract prices, awarded the ‘Letter of Acceptance’ (LOA) No.\_\_\_\_\_ to the Contractor on \_\_\_\_\_.

BOTH THE PARTIES HERE TO agree to abide the terms and conditions as mentioned in “Schedule-2 (Conditions of Contract) of Tender Document”.

Signature of Contractor/Authorized Representative)

(Signature of Authorized Officer of the IIIT Sri City, Chittoor

Name:

Name:

Designation

Designation:

Address:

Address:

Seal of the Firm/Company

Seal of the IIIT Sri City, Chittoor

Witness:

Witness

Signature:\_\_\_\_\_

Signature:\_\_\_\_\_

Name of Witness:\_\_\_\_\_

Name of Witness:\_\_\_\_\_

Address:\_\_\_\_\_

Address:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



IIT Sri City Chittoor

No: IITS/NIT/2021/07/01/SS, dt.20.07.2021

Signature of the Tenderer with seal

**SCHEDULE - 7:**  
**OTHER STANDARD FORMS, IF ANY, TO BE UTILIZED BY THE BIDDERS**

## Annexure –1 of Schedule 7

## FORM OF BANK GUARANTEE BOND

1. In consideration of Indian Institute of Information Technology Sri City, Chittoor (hereinafter called 'The IIT Sri City, Chittoor') having agreed to exempt (hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called "the said Agreement of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) We, \_\_\_\_\_ (hereinafter referred to as "the bank" (indicate the name of the bank) at the request of \_\_\_\_\_ [Contractor(s)] do hereby undertake to pay the IIT Sri City Chittoor an amount not exceeding Rs. \_\_\_\_\_ against any loss or demand caused to or suffered or would be caused to or suffered by the IIT Sri City Chittoor by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.
2. We \_\_\_\_\_ do hereby undertake to (Indicate the name of the bank) pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Indian Institute of Information Technology Sri City, Chittoor stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the IIT Sri City, Chittoor by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....
3. We, undertake to pay to the IIT Sri City, Chittoor any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) / Supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) / Supplier (s) shall have no claim against us for making such payment.
4. We, \_\_\_\_\_ further agree that the Guarantee herein contained (indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the IIT Sri City, Chittoor under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the authorized officer of the IIT Sri City, Chittoor certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 6 months of completion of contract we shall be discharged from all liability under this guarantee thereafter.

- 5. We further agree with the IIIT Sri City, Chittoor, that the IIIT Sri City, Chittoor Shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IIIT Sri City, Chittoor against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or commission on the part of the IIIT Sri City, Chittoor or any indulgence by the IIIT Sri City, Chittoor to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
  
- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).
  
- 7. We, ..... lastly undertake not to revoke this guarantee during (indicate the name of bank) its currency except with the prior consent of the IIIT Sri City, Chittoor in writing.

Dated the.....day of.....20

For .....

(indicate the name of bank)

## Annexure-2 of Schedule 7

## DETAILS TO BE FURNISHED BY THE BIDDERS

1. Name of the Firm/Company:
2. Class of Registration with validity date:
3. Value of Registration:
4. Address for Communication:
5. Telephone/ Mobile No.:
6. E-mail:
7. Details of Proprietor/partner/Director

Name	Address	Qualification and Experience

8. Annual Turnover of the Firm/Company during previous three Financial Years (Certified copies of audited Balance Sheet and Profit and Loss Statement to be submitted):

Financial Year	Annual Turnover (Rs)	Copies of audit Balance Sheet enclosed (Yes/No)
Previous Financial Year (Y-1)		
2nd Previous Financial Year (Y-2)		
3rd Previous Financial Year (Y-3)		

9. PAN, TIN Number, GST Registration of the Firm/Company:  
(Copies to be attached)
10. GST Registration No.:

This is to certify that the above facts are true complete and correct to the best of my knowledge and belief. Further, it is certified that I/We have read and understood the terms and conditions of the Tender Notice.

I/We give an undertaking and give our unconditional and unequivocal acceptance of all terms and conditions of the Tender and agree to abide by these terms and conditions.

Name and Signature of the Firm/Company  
Seal of the Firm/Company Dated:  
Place:

## Annexure –3 of Schedule 7

Details of the similar type of Services provided by the Bidder during last 3 years

Name of the Bidder:

Year	Name and Type of services provided	Name & Address of the Client	Value of Contract	Remarks
2019-2020				
2018-2019				
2017-2018				

Note: - The turnover amount should be certified and audited by CA of firm and separate sheet should be enclosed

Signature of Bidder\_\_\_\_\_

Name &amp; Address of Bidder:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Seal of the Firm/Company

Annexure-4 of Schedule 7

Declaration regarding black-listing and/ or litigations

I/we hereby declare that our firm/agency is not black-listed by any Ministry or Department of Central Government/State Government or PSU or other bodies under the Central Government/State Government. I/we further declare that no criminal case is registered or pending against the firm/company or its owner/partners/directors anywhere in India.

Date the ..... day of ..... 2021

Signature of Bidder \_\_\_\_\_

Name & Address of Bidder \_\_\_\_\_  
\_\_\_\_\_

Seal of the Firm/Company

Signature of the tenderer

Annexure-5 of Schedule 7

## **EMD DECLARATION FORM**

### **Proforma for Earnest Money Deposit (Bid Security) Declaration**

Whereas, I/We ..... (name of Agency) .....have submitted bids for the work of .....

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

1. If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,

**Or**

2. If, after the award of work, I/We fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

**I/We shall be suspended for one year and shall not be eligible to bid for tenders in the Indian Institute of Information Technology Sri City, Chittoor from date of issue of suspension order**

(Signature of the Bidder, with Official Seal)

Signature of the tenderer



Signature of the tenderer

**Additional Instructions to Bidders:**

Ministry of Education, Govt of India had implemented e-tendering system solution through the ITI limited (a government of India enterprise) and mandated to adopt the e-wizard system and the accordingly the tender documents are published in <https://mhrd.euniwizarde.com>. The tender notification is also available in the IIT Sri City Chittoor website ([www.iiits.ac.in](http://www.iiits.ac.in)) The bidders are required to submit soft copies of their bids electronically on using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the Ewizard Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Ewizard Portal. For more information, bidders may visit the Ewizard Portal <https://mhrd.euniwizarde.com>.

**Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-Procurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-Procurement Portal. More information useful for submitting online bids on the e-tender Portal may be obtained at: <https://mhrd.euniwizarde.com>.

**Registration:**

- a. Bidders are required to enroll on the e-Procurement Portal (URL: <https://mhrd.euniwizarde.com>) with clicking on the link “Bidderenrollment” on the e-Procurement Portal.
- b. As part of the enrolment process, the bidders will be required to choose a unique user name 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 with the bidder.
- d. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption 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 a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 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.
- g. Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 011-49606060, 23710092, 23710091, helpdeskeuniwizarde@gmail.com Mobile: +91-8448288987/88/89, e-Mail: eprochelpdesk.01@gmail.com/eprochelpdesk.02@gmail.com

Searching for Tender Documents:

- a. There are various search options built in the e-Procurement Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Item/work id, Title, Date, etc
- b. Once the bidders have selected the tenders they are interested in, the bidder can pay the processing fees (NOT REFUNDABLE) by net-banking / Debit / Credit card and then download the required documents / tender schedules, Bid documents etc. Once tender fee is paid, it will be moved to the respective "requested" Tab. This would enable the e-tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.

Preparation of Bids:

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids and no separate intimation will be provided to the vendors.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule in PDF formats. Bid Original documents may be

scanned with 100 dpi with Colored option which helps in reducing size of the scanned document.

- d. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.
- e. These documents may be directly submitted from the “My Documents” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### Submission of Bids:

- a. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The 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 “DD/e-Payment(Net Banking-Debit card-Credit card etc)/EMD-exemption” to pay the EMD as applicable and enter details as the instructions.
- d. Bidder should prepare the EMD as per the instructions specified in the tender document & submit EMD online.
- e. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the 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.
- f. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- g. 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. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i. Upon the successful and timely submission of bid click “Complete“(i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- j. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings

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