

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, <u>www.iiits.ac.in</u>

NOTICE INVITING E-TENDER

[Technical bid and Price bid system – e-Procurement mode] e-Tender Event No. IIITS/NIT/2022/02/01/Security Services, dt.28.02.2022

Notice inviting E-Tenders through e-Wizard portal from eligibility bidders under two bid system (Technical bid and Financial bid) for Providing and Supplying of Security services on round the clock duties in 3 shifts on contract basis to IIIT Sri City, Chittoor as per the details given below:

Table – A				
Sl.No.	Position	Tentative Requirement		
1	Security Guard (Semi-skilled)	36		
2	Head Guard (Skilled)	03		

Note: The requirement in above TABLE is tentative and can vary.

TENDER SCHEDULE

Name of the work	Providing and Supplying of Security services on round the clock duties in 3 shifts on contract basis to IIIT Sri City, Chittoor		
Tender Enquiry No.	IIITS/NIT/2022/02/01/Security Services, dt.28.02.2022		
Submission of offer	E-tendering through https://mhrd.euniwizarde.com only		
Bid Issue Date	28 th February, 2022		
Pre-Bid Meeting	9th March, 2022 @ 14:00 Hrs @ IIIT Sri City Chittoor		
Last Date for submission of e-bids	22 st March, 2022 @ 11:00 Hrs		
Opening of Technical bid	22 nd March, 2022 @ 11.10 Hrs		
Opening of Financial bid	The date will be communicated to the technically qualified bidders.		
Earnest Money Deposit (EMD)	The Earnest Money Deposit amounting to Rs.1,25,000/- (Rupees One Lakh Twenty Five thousand only) must deposit through RTGS / NEFT to IIIT Sri City Chittoor Opex Account (Bank details are in Page 3)		
Performance Bank Guarantee	10% of the total annual value of the award of contract		

TENDER DOCUMENT

Part A – Techno-commercial Bid

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 Providing and Supplying of Security services on round the clock duties in 3 shifts on contract basis to IIIT Sri City, Chittoor as specified in the Schedule-2 of tender document.

2. Issue of Tender Document:

- a) The Tender documents can be downloaded from institute website <u>www.iiits.ac.in_and</u> https://mhrd.euniwizarde.com/
- 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.
- e) 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
- f) Detailed description and requirements of the bidder and Terms & Conditions of the contract are mentioned in the tender document. Bidders are advised to read tender documents and check their eligibility before participating in the bid.
- g) 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.
- **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. Minimum Eligibility Conditions for submitting bids:

IIIT Sri City Chittoor has set up minimum eligibility criteria for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the technical bid.

Sl.No.	Criterion	Documents to be provided along with Technical Bid		
1	The entity should be either registered as a Company under Companies Act 1956/ 2013 or as a Registered Partnership Firm (including Limited Liability Partnership) under Partnership Act, 1932 as the case may be and should be in existence for not less than five years (i.e. since Feb 2017 or earlier) as a company or firm as the case may be. Bids of Sole proprietorship firms or those which are not in existence for 5 years as mentioned above shall not be considered at all.	Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a partnership deed duly registered under the Partnership Act. i. Certificate of Commencement of business ii. Certificate consequent to change of name, if applicable		
2	The bidder should have a valid license issued under Contract Labour (Regulation & Abolition) Act 1970 for deploying personnel.	A valid license Certificate		
3	The security agencies must have a valid license from Union Home Ministry (<u>https://psara.gov.in</u>) or State Government of Andhra Pradesh for taking part in bidding.	A valid license Certificate		
4	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 IITs/ IIMs/ NITs/ IISERs/ Institution of National importance Institutes/Central Universities/Government clients/PSU/Public Sector Companies/ Banks/Central and State Government Departments/Organizations of Repute during last five years (as on 20 February, 2022) as per following criteria: The bidder should have satisfactorily completed Security services at least one work costing more than Rs.36 lakhs (or) The bidder should have satisfactorily completed Security services at least two works costing more than Rs.30 lakhs each (or) The bidder should have satisfactorily completed Security services at least two works costing more than Rs.24 lakhs each	Work Orders/Agreements in support of past contracts Kindly note that only completed works (as on 20 February, 2022) shall only be considered for evaluation of the tender.		

Sl.No.	Criterion	Documents to be provided
5	Performance Certification: The bidders' performance for each similar work completed during the three financial years out of five financial years (from 2016-17 to 2020-21) and work in hand should be certified by the responsible official from the concerned organization.	Performance Certification should be certified by the responsible official from the concerned organization (As per Annexure 5 of Schedule 7)
6	The bidder should have an average annual turnover (gross) of at least 60 lakhs during the three financial years out of five financial years ending with March 2021 (from 2016-17 to 2020-21) The bidder should have their own Bank Account	Extract of Profit and Loss Account, Balance Sheet, Audited Annual Statements of Accounts certified by CA & Income Tax returns filed for the last 3 financial years should be attached with the tender document (Technical Bid) Certified extracts of the Bank Account containing transactions during last three years
8	They should be registered with Income Tax and Goods & Service Tax departments	of the bidder in relation to Security services. i). Self-Attested copy of PAN Card ii) Self-Attested copy of Goods & Service Tax registration certificate in respect of Providing security services
9	The bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.	 i) Self-Attested copy of the Employee Provident Fund registration letter / certificate. ii. Self-Attested copy of the Employee State Insurance registration letter / certificate.
10	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 any other Universities/Departments/ Ministries etc or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.	Self-declaration regarding black-listing and/ or litigations as the proforma available in the tender
11	The Earnest Money Deposit amounting to Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand only)	The Bidders will have to upload a scanned copy of Payment details towards EMD and the same will be accepted only on verification and confirmation by the Institute.
12	The bidder should have their branch office within 100 kms radius from IIIT Sri City Chittoor.	Valid proof should be submitted along with the bid.

Note:

Signed and stamped copy of relevant documents aforesaid qualifying criteria need to be uploaded and submitted along with the technical bid.

Earnest Money Deposit (EMD)

- a) The Earnest Money Deposit amounting to Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand only) must be credited in the form of NEFT/RTGS to "IIIT Sri City Chittoor Opex Account" (A/c.No.38329375681, IFSC Code.SBIN0016527, (16527) - Sri City (Mallavaripalem), 115, Peepul Boulevard Sri City, Chittoor District, AP-517 646.
- b) EMD of all unsuccessful bidders will be returned after finalisation of the tender. EMD of the successful bidder will be returned only after receipt of Security Deposit towards Performance Bank Guarantee. In the case of a successful bidder, the EMD may be adjusted towards the Performance Bank Guarantee on request.
- c) The amount of EMD is liable to be forfeited if the bidder withdraws from the offer after submission of the tender or after the acceptance of the offer and fails to remit the Performance Bank Guarantee.
- d) No interest will be paid on the EMD / Performance Bank Guarantee.
- e) The Bidders will have to upload a scanned copy of Payment details towards EMD and the same will be accepted only on verification and confirmation by the Institute.
- f) Any delay in credit will not be entertained by the IIIT Sri City Chittoor.
- 6. **Validity of Bids:** The Bids will be valid for a period of 120 days from the date of its opening of technical bid.
- 7. Validity of contract: The Contract shall be valid for a period of one year from the date of commencement of services. The performance would be reviewed by the Committee at any time during contract period.
- 8. 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.

9. Rates how to be quoted

- 9.1 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.
- 9.2 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.
- 9.3 The bidder should quote the details (price-break up) of the monthly consolidated amount in the TABLE-C of Schedule-5.
- 9.4 The bidder shall comply with the minimum wages as per GOAP norms.
- 9.5 Categorization of man power will be as per the notification of GoAP norms
- 9.6 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.

10. Manner of Submission of Bid

- 10.1 The complete Bid will be received as indicated in the Schedule-4,(https://mhrd.euniwizarde.com)
- 10.2 Tenders and supporting documents should be uploaded through the e- Wizard portal. Hard copy of the tender documents will not be accepted.
- 10.3 E-mail or Fax offers will be rejected.

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.
- 17.3 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.

19. Technical Evaluation:

The Technical Evaluation Committee (TEC) constituted by the Director, IIIT Sri City Chittoor will open the technical bid to decide the technical suitability of their service based on the prelaid terms and conditions. An appropriate formula will be decided by the committee before the opening of the Technical bid for evaluation of bids. After the evaluation of the technical aspects of the bid the committee will give suitable recommendations about the shortlisted firms. The recommendation of the TEC shall be final and binding on all the parties. Further, the TEC may seek additional information from the existing users at IIIT Sri City Chittoor or from other Institutes. The Tender Evaluation Committee reserves the right to negotiate the prices quoted by the Bidders. The contract shall also be split among the successful bidders for operational and other reasons, as decided by the Tender Evaluation Committee and the Institute, whose decision will be final and binding in this matter.

SCHEDULE-2

e-Tender Event No. IIITS/NIT/2022/02/01/Security Services, dt.28.02.2022

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 dof 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 IIIT 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) Corrigendum or Amendment to NIT, if any
 - 5) Letter of Acceptance.
 - 6) Any other correspondence exchanged between the parties in connection with the contract
 - 7) 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 and supply of Security services on round the clock duties in 3 shifts on contract basis to IIIT Sri City, Chittoor as specified in the tender document and the requirement of manpower is as under.

Table-A

Sl.No.	Position	Tentative Requirement	
1	Security Guard (Semi Skilled)	36	
2	Head Guard (Skilled)	03	

- Note 1: The requirement is tentative and can vary as per requirement of IIIT 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.
- Note 3: Over and above this, the bidder is also required to have buffer manpower to cater to the needs of the manpower in the event of medical emergencies, leaves availed by the guards or any other unforeseen event.

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 IIIT, Sri City, Chittoor
- 6. In the event of theft or loss of property, a report shall be submitted to IIIT, 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 IIIT, Sri City, Chittoor.
- 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 staring/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 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 IIIT Sri City Chittoor's premises as per Clause 6 which may be amended from time to time by the IIIT 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 IIIT Sri City Chittoor from time to time.
- 7.2 IIIT 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 IIIT 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 IIIT 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 IIIT Sri City Chittoor shall make deductions at double the rate of hiring rate on prorate 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 IIIT Sri City Chittoor.
- 7.8 The IIIT 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 contactor's employees if in the opinion of the IIIT 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 IIIT 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 IIIT Sri City Chittoor in case of any emergency.

- 7.10 Unless written consent is given by the IIIT 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.
- 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.
- 7.16 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.
- 7.17 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 10th of every month.
- 7.18 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.
- 7.19 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.

- 7.20 The personnel of the Contractor shall not be the personnel of the IIIT 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 IIIT Sri City Chittoor and IIIT Sri City Chittoor shall be at a liberty to verify the details if felt necessary.
- 7.21 The Contractor shall also provide all benefits statutory or otherwise to its personnel and the IIIT 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.
- 7.22 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 IIIT Sri City Chittoor. For night patrolling personnel's rechargeable torches shall be provided.
- 7.23 The Contractor shall submit to IIIT Sri City Chittoor a copy of wages sheet showing monthly wages paid to its personnel.
- 7.24 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.
- 7.25 The contractors shall ensure that personnel provided by them do not get involved in unauthorized possession of documents or other information from IIIT Sri City Chittoor in hardcopy form or softcopy form and also transfer of any information to any outside party without authorization.
- 7.26 The contractor has to ensure the personnel to abide by the rules and regulations as and when framed by IIIT Sri City Chittoor. Any violations may attract disciplinary actions by IIIT Sri City Chittoor against the personnel as well as the contractor.
- 7.27 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.
- 7.28 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.
- 7.29 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)
- 7.30 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.
- 7.31 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.

- 7.32 All the guards should have training on handling of following security/surveillance equipment: -i) Hand held Metal detector (HHMD)
 - ii) Trolley Mirror (Under Vehicle Search Mirror)
 - iii) Electronic Surveillance equipment like Access Control System, Security Cameras, etc.

7.33 All security personnel should have undergone full security training under the Security Firm/Agency and should have certificate proving the same.

7.34 Please follow the advisories issued by the Central and State Governments and requirements stipulated by the institute authorities instructions from time to time with regard to COVID 19. The Vaccination certificates of security personnel should be produced to the IIIT Sri City Chittoor.

8. Payment Terms

- 8.1 The payment towards the services will be made by the IIIT 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. IIIT 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 IIIT 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 IIIT 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 IIIT 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 5thof every month, failing which penalty of Rs.500/- per day will be imposed up to 15thof the month and the contract shall be liable to be terminated. Performance Security is liable to be forfeited and Bank guarantee enchased. The IIIT 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 IIIT Sri City Chittoor, it will be brought to the notice of Contractor by the IIIT 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:
 - a) In the opinion of the IIIT Sri City Chittoor, the Contractor has repudiated the Contract,
 - b) Without reasonable excuse has failed to provide manpower or Services in accordance with this Contract within the time stipulated for completion;
 - c) 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;
 - 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 partof 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 IIIT Sri City Chittoor shall be at liberty to take over from the Contractor at a price to be fixed by Director, IIIT Sri City Chittoor which shall be final.

15. Corrupt or Fraudulent Practices

- 15.1 The IIIT 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 IIIT 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 IIIT 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 IIIT Sri City Chittoor of the benefits of the free and open competition.
- 15.2 The IIIT 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 IIIT 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 IIIT Sri City Chittoor.
- **17. Publicity:** Any publicity by the Contractor in which the name of the IIIT Sri City Chittoor is to be used, should be done only with the explicit written permission of the IIIT Sri City Chittoor.
- **18. Disputes & Arbitration:** The IIIT 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 IIIT 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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IIIT Sri City Chittoor

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 <u>https://mhrd.euniwizarde.com/</u>
- 3. Opening of Bids: Technical Bids shall be opened on 21/03/2022 at 11:10 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 <u>https://mhrd.euniwizarde.com/</u> only as per the details given in this tender document
- Earnest Money Deposit: The Earnest Money Deposit amounting to Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand only) must be credited in the form of NEFT/RTGS to "IIIT Sri City Chittoor Opex Account" (A/c.No.38329375681, IFSC Code.SBIN0016527, (16527) - Sri City (Mallavaripalem), 115, Peepul Boulevard Sri City, Chittoor District, AP-517 646.
- 7. Performance Security Deposit: 10% of the total annual value of the award of contract.
- 8. Validity of Bids: 120 days from opening of technical bid.

PART B- FINANCIAL BID (PRICE BID)

SCHEDULE – 5: FINANCIAL BID

e-Tender Event No. IIITS/NIT/2022/02/01/Security Services, dt.28.02.2022

(To be submitted in Financial Bid)

То

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

Sir,

With reference to your tender enquiry dated 28 Feb, 2022 for Providing and Supplying of Security services on round the clock duties in 3 shifts on contract basis to IIIT Sri City, Chittoor, I/We quote the rates as given below:

TABLE – A

S1.	No.	Position	Tentative Requirement	
	1	Security Guard (Semi-skilled)	36	
	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.

- Note 4: Service charge shall be quoted as a fixed amount per head per month and not as a percentage.
- Note 5: Over and above this, the bidder is also required to have buffer manpower to cater to the needs of the manpower in the event of medical emergencies, leaves availed by the guards or any other unforeseen event.

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:

IIIT Sri City Chittoor

No: IIITS/NIT/2022/02/01/Security Services, dt.28.02.2022

SCHEDULE – 5 -: FINANCIAL BID (Continued)

e-Tender Event No. IIITS/NIT/2022/02/01/Security Services, dt.28.02.2022

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)		
Relieving Charges per Guard per month (As per Government of Andhra Pradesh)		

Note:

- 1. If the amount/rates quoted are less than the prescribed minimum wages as per Government of Andhra Pradesh, then the price bid of the bidder will be disqualified (will not be considered for evaluation) and quote will stand rejected.
- 2. No ambiguity should be there in the quoted price and the rate must be as per the price bid format.
- 3. The bidder is requested to acquaint himself with the scope of work, all terms and conditions & penalty details etc. of the complete tender document before quoting the rates.
- 4. The Grand total amount is exclusive of GST rates. The bidder must note that GST shall be applicable extra as prevalent under the rules during the month of rendering Security services to IIIT Sri City Chittoor

Date:

Signature:	
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Name & Address:_____

Mobile No. : _____

Email Id :

SCHEDULE - 6:

CONTRACT FORM AGREEMENT

THIS AGREEMENT made on this _____ day ofbetween 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:

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 Inc	lian Institute of	Information T	echnology Sri City	y, Chittoor (hei	einafter called
	he IIIT Sri City, Ch					
(hereinafter called "the said Contractor(s)') from the demand under the terms and conditions of						nditions of an
A	greement dated		made be	etween		
	nd					
(ł	nereinafter called "th	e said Agreem	ent of security	deposit for the due	e fulfillment by	the said
C	contractor (s) of the t	erms and condi	tions contained	d in the said Agree	ement, on produ	uction of a Bank
G	uarantee for Rs			(Rupees		only)
W	/e,		(hereinafter referre	d to as "the bar	ık"
(indicate the name of	the bank) at th	e request of			[Contractor(s)
(do hereby underta	ke to pay th	ne IIIT Sri C	ity Chittoor an a	amount not e	exceeding Rs.
		against any l	oss or demand	caused to or suffe	red or would b	e caused to or
S	uffered by the IIIT	Sri City Chitto	or by reason of	f any breach by the	e said Contract	or (s) of any of
t	he terms or conditio	ns contained in	the said Agree	ement.		
2. W	e			do her	eby undertake to)
(I	ndicate 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 IIIT 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 IIIT 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 IIIT 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 IIIT 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

BASIC DETAILS TO BE FURNISHED BY THE BIDDERS

S.No.	Description	Information
1a.	Name of the Firm / Company :	
	Date of Incorporation/Establishment	
	Complete Address	
	Phone No.	
	Mobile No.	
	Email id	
	Constitution: Proprietorship/ Partnership/Pvt. Ltd Co./Public Ltd Co.	
1b.	Details of Proprietor /Director/MD :	
1c.	Contact Person/Representative Name and Designation :	
	Phone (with STD Code)	
	Mobile No.	
2a.	Licence No.	
	GSTN	
	PAN	
	ESI	
	EPF	
	(Enclose copies of the above)	

3	Litigations, if any, connected with similar work	Yes/No (If yes, details to be furnished0
4	Authorized Signatory Details	
	Name:	
	Designation	
	Email	
	Contact No.	
5	Details of contact other than Authorized Signatory	
	Name:	
	Designation	
	Email	
	Contact No.	
6	Any other information in support of the credentials	

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.

Signature	and	Seal	of	the	bidder	
-----------	-----	------	----	-----	--------	--

Name in Block letter

Designation

Contact no.

Full Address

Date: Place: Seal

Note : Please refer eligibility criteria and other information mentioned in this tender document and attach Authenticated certificates, testimonials, proof of experiences etc along with the technical bid

Annexure –3 of Schedule 7

Details of the similar type of Services provided by the Bidder during last 5 years

Name of the Bidder:

Year	Name and Type of services provided	Name & Address and contact details of the Client	Value of Contract	Remarks
2020-2021				
2019-2020				
2018-2019				
2017-2018				
2016-2017				

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

Please attach:

- a) Work order copies
- b) Details of contact person Name, Designation, Mobile number
- c) For Completed work –Testimonial from Institution served

Signature of Bidder

Name & 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 2022

Signature of Bidder_____

Name & Address of Bidder_____

Seal of the Firm/Company

Annexure–5 of Schedule 7

PERFORMANCE REPORT

Furnish following information for each individual work from the employer for whom the work was executed

1. Name of the contract and location	:
2. Agreement/Order no.	:
a. Scope of Contract	:
b. Contract Cost (Rs.)	:
c. Contract commencing Date	:
d. Duration of the contract Period (Year-Months-Days)	:
e. Amount of compensation levied (Rs.) if any	:
f. Performance Report	:
i) Services – Excellent/Very Good/Good/Fair	

(ii) Inventiveness - Excellent/Very Good/Good/Fair

g. Compliance of all statutory requirements- Yes / No

(Seal of the Organization)

(Signature of the Authority)

Annexure-6 of Schedule 7

Name of the Bidder:

Address:

Proof for payment of Service Tax/GST

(During the three financial years out of five financial years (from 2016-17 to 2020-21))

Financial Year	Taxable Value (Rs.)	Service Tax / GST paid (Rs.)
2016-17		
2017-18		
2018-19		
2019-20		
2020-21		

(Please enclose copy of Service Tax/GST Return & payment receipts)

Proof for payment of Income Tax

(During the three financial years out of five financial years (from 2016-17 to 2020-21))

Financial Year	Assessment Year	Gross Income (Rs.)	Net Income (Rs.)	Income Tax paid (Rs.)
2016-17	2017-18			
2017-18	2018-19			
2018-19	2019-20			
2019-20	2020-21			
2020-21	2021-22			

(Please also attached form 26AS downloaded from TDS Centralized Processing Cell of Income Tax Department)

Signature of Bidder_____

Name & Address of Bidder_____

Seal of the Firm/Company

Annexure-7 of Schedule 7

PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCESSFUL BIDDER

RTGS/National Electronic Fund Transfer (NEFT) Mandate Form

- 1. Name of the Bidder
- 2. Permanent Account No (PAN)
- 3. Particulars of Bank Account
- a) Name of the Bank
- b) Name of the Branch
- c) Branch Code
- d) Address
- e) City Name
- f) Telephone No
- g) NEFT/IFSC Code
- h) RTGS Code
- i) 9 Digit MICR Code appearing on the cheque book
- j) Type of Account
- k) Account No
- 4. Email id of the Bidder

Annexure-8 of Schedule 7

BALANCE SHEET DETAILS

	(Amount in INR Lakhs)						
Particulars	÷	← Financial Year					
	2016-17	2017-18	2018-19	2019-20	2020-21		
Total Revenue)						
Total Expenses	S						
Profit before ta	x						
Profit after tax							

(Enclose copies of audited balance sheet for the years up to March 2021 and Trial Balance, certified by a Chartered Accountant for the year 2022 on the letterhead of firm/CA)

Signature of Bidder_____

Name & Address of Bidder_____

Seal of the Firm/Company

Additional Instructions to Bidders:

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information bidders may visit the MHRD e-Wizard Portal (https://mhrd.euniwizarde.com/).

1. REGISTRATION PROCESS ON ONLINE PORTAL

- a) Bidders to enroll on the portal <u>https://mhrd.euniwizarde.com/</u> by clicking on the link "Bidder Enrolment".
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal. After registration send User ID for helpdesk team (helpdeskeuniwizarde@gmail.com and support@euniwizarde.com) for activation.
- c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- d) 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 DSCs to others which may lead to misuse.
- e) 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.

2. TENDER DOCUMENTS SEARCH

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, Estimated value, Date, other keywords, etc. to search for a tender published on the Online 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 'Interested tenders' folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. BID PREPARATION

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- f) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- g) 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 needs to be submitted. Any deviations from these may lead to rejection of the bid.

h) 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/XLSX/PNG, etc. formats.

4. BID SUBMISSION

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid 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 to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by the department and no other format is acceptable.
- d) 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, the opening of bids, etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to 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 e-Wizard Portal, in general, may be directed to the e-Wizard Helpdesk. The contact number for the helpdesk is Gagan (8448288987/eprochelpdesk.01@gmail.com),

Vijay(8448288989/eprochelpdesk.03@gmail.com),Suriya(8448288994/eprochelpd esk.06@gmail.com), 8448288992,8448288984,8448288986,8448288982,8448288988

The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s) without assigning any reason.

The bid should be submitted through e-Wizard portal (<u>https://mhrd.euniwizarde.com/</u>) only.