



भारतीय विदेश व्यापार संस्थान
INDIAN INSTITUTE OF FOREIGN TRADE

दिल्लीपरिसर
DELHI CAMPUS

आईआईएफटी, नई दिल्ली में सुरक्षा सेवाओं की उपलब्धता

PROVIDING SECURITY SERVICES AT IIFT DELHI

निविदा पत्र
TENDER DOCUMENT

अनुबंध की शर्त
CONDITION OF CONTRACT

निविदा संदर्भ संख्या / TENDER REF. NO.:

IIFT/ Admin/ Security Services/2021-22

दिनांक / DATED:- 23/09/2021

INDIAN INSTITUTE OF FOREIGN TRADE

(A Deemed to be University under Ministry of Commerce and Industry, Govt. of India)

IIFT Bhawan, B-21, Qutab Institutional Area, New Delhi – 110 016.

निविदासंख्या/Tender No.: IIFT/Admin/Security Services/2021-22

दिनांक / DATED:-23/09/2021

Sub.:- Providing Security Services at IIFT Delhi.

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Indian Institute of Foreign Trade
New Delhi

INDIAN INSTITUTE OF FOREIGN TRADE

(A Deemed to be University under Ministry of Commerce and Industry, Govt. of India)

B-21, Qutab Institutional Area New Delhi – 110016.

ABOUT THE INSTITUTE

Indian Institute of Foreign Trade (IIFT) is a Deemed to be University is a national institute involved in Post-Graduate Teaching of Management Studies, Economics and research in both disciplines. Established in 1963, as an autonomous body under the Ministry of Commerce & Industry, Government of India, it has significantly contributed towards the external trade sector of India through policy research and skill-building over the past six decades. It also emerged as a leading Business School in the country, consistently ranked among the top 10 in the list. The rich contributions in knowledge domain helped the Institute to earn the status of “Deemed to be University” in the year 2002. Over the years, IIFT has emerged as a national university with focus on Economics and International Business, which is reflected in all major activities of the Institute, namely: Research, Teaching and Training. The National Assessment and Accreditation Council (NAAC) has recognized IIFT as Grade ‘A++’ Institution in its evaluation during 2005 as well as in 2015. Recently, the Institute has been granted autonomy by UGC/ MHRD as Category-I institution.

Important Information

1	Cost of Tender (Exempted for MSMEs/ NSICs on providing exemption certificate)	Rs.1000/- Payable in favor of IIFT, New Delhi
2	Last Date & Time for Submission of Tenders	07/10/2021 at 11:00am
3	Date & Time for Opening of Technical Bids	07/10/2021 at 03:00 pm
4	Date & Time for Opening of Financial Bids	Will be informed to Technically Qualified Bidders
5	Mode of Tender	Open Tender in two Bid System, Technical Bid and Financial Bid
6	Estimated Tender Value	1.15 Cr.

Details about the bidder

(a). Name of the Company	
(b). Head Office/Registered Office With postal address	
I. Name & Designation of the Contact Person • With phone number and email address:	
(d). Complete Postal Address of the Local Office	
(e). Name & Designation of the Contact Person at Local office • With phone number and email address:	
(f). Year of commencement of Business:	
(g). No. of qualified/trained persons in the field: • Supervisors • Guards NOTE: Information should be provided related to Security service only.	
(h). Registration No.	
(i). Certificate of private security agencies registered under the Private Security Agencies (Regulation) Act 2005 and Delhi Private Security Agency (Regulation), Rules 2009.	
(j). Whether company is registered with Directorate General of Resettlement (DGR).	

(k). PAN No:	
(l). RPFC – Registration No/ Code (Regional Provident Fund Commissioner)	
(m). ESI Registration No/ Code	
(n). GST Registration No.	
(o). Total Turnover	
FY 2018-2019	
FY 2019-2020	
FY 2020-2021	
(p). Labour license (Registration with labour license)	

Please fill the above table, also submit the documentary proof, along with numbering the pages and indicating the same.

Signature and Seal of the Bidder

List of Existing and Previous Clients

The information provided by you will facilitate evaluation of your Qualifying/ Technical Bid. (Please attach a document as a proof).

Name of the Company/ Organization and address	Phone No(s)	Period From - To	No. of Persons Deployed (Supervisor & Guards separately).

Signature and Seal of the Bidder

Evaluation of Tender

- (I) Qualifying/ technical bid shall be opened in the presence of their representatives on mentioned date and time at IIFT.
- (II) IIFT reserves the right to select the tender on the basis of best possible bids received.
- (III) The tender will be evaluated on the basis of techno-commercial parameters as given below:

Stage 1: Documents verification in Qualifying/ Technical Bid

1. A copy of Registration with RPF (Regional Provident Fund Commissioner)
2. A copy of ESI Registration
3. A copy of PAN No. and GST
4. **Tender Fee : DD of Rs.1,000/- in form of DD or Cash (Receipt to be enclosed) exempted for MSMEs/ NSICs on submitting proof.**
5. Annual turnover should be Rs.3 crores in each of the preceding three years i.e 2018-19, 2019-20 & 2020-21 (Copies of Audited Balance Sheet, clearly showing the turnover, should be attached).
6. Registration with DGR or Certificate of private security agencies registered under the Private Security Agencies (Regulation) Act 2005/ Delhi Private Security Agency (Regulation), Rules 2009 (Copy of relevant certificate to be attached.)
7. Proof of incorporation of the company, viz. of MOA and AOA (in case of Pvt. Ltd. Company), Partnership Deed (in case of partnership firm), or Registration Deed (in case of sole proprietorship) (copy to be attached).
8. 3 years experience of providing services in educational institutes/ PSUs/ Govt./ Semi Govt/ Autonomous bodies (copy of experience certificate along with the certificate of satisfactory services from at three such employers to be attached)
9. **The Agency/ contractor should not have been blacklisted by Govt., Semi-Govt Department or any other Organization.**
10. **Bid Security Declaration at Annexure-2 must be submitted absence of the same will lead to rejection of bid submitted.**

Stage 2- Opening of Financial Bids- Financial bids will be opened only of those bidders who are found eligible in Stage-1 .

TERMS & CONDITIONS

1. The prescribed filled-in Tender Document consisting of (i) Qualifying/ Technical Bid; and (ii) Financial Bid respectively may be placed in two separate envelopes and sealed. Each envelop may be super scribed "Qualifying/Technical Bid" or "Financial Bid", as the case may be. Thereafter these two envelopes may be put together in another big size envelope, which may be sealed and super scribed "**TENDER FOR PROVIDING SECURITY SERVICES**". All the above mentioned envelopes may be addressed to the **Section Officer (General Administration), Room No. 522(A), Indian Institute of Foreign Trade, B-21 Outab Institutional Area, New Delhi – 110016**. On each of the aforesaid envelopes, **the bidder must also give name & complete postal address of the firm with email id and contact number**. This big size envelope must be dropped in **Tender box kept in General Admin Section (Room No. 522(A), 5th Floor)** at the above mentioned address latest by on **07 Oct 2021 AT 11.00 a.m. Tender shall not be accepted after prescribed due date and time**.
2. Formats as given in the Tender Document should be used. All sheets need to be submitted after affixing seal of the company and signature of the authorized signatory. Additional sheets, duly authenticated, may be attached to provide specifications or clarify specific issues. Alterations, if any, in the tender document should be attested properly by the bidder, failing which the tender will be rejected.
3. Any conditions/ terms given in the bid by bidders on their own shall not be binding on the Institute. All the terms & conditions will be as given herein and no change in any term or condition by the bidders will be acceptable.
4. **Photocopies of the Registration Number, Income Tax Permanent Account Number, RPFC Registration Number and ESI Registration Number certificates have to be submitted by the bidding firms along with the Qualifying/Technical Bid, subject to verification from the originals.**
5. The Institute does not take any responsibility for the tender being wrongly opened before the due date, if those are not sent in the manner prescribed by the Institute or misplaced in transit or not received in the Institute by the stipulated date and time.
6. Tenders not strictly in accordance with the Terms and Conditions as given in the Tender Document are liable to be rejected.
7. Tender(s) shall be liable to be rejected if the requisite information sought in the Tender Document is not filled up properly and correctly in the manner specified above.
8. The Institute reserves the right to accept or reject any or all tenders received by it without assigning any reason what-so-ever.

IIFT reserves the right to obtain feed-back from the previous / present clients of the Tenderer and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first hand information regarding the services provided by the Tenderer. Decision of IIFT with regard to award of the contract will depend upon the feedback received by it from the previous / and present clients and also from its team(s) deputed for the purpose. The decision of the Institute in this regard will be final and binding on all bidders.

1. Selected bidder would be required to enter into an agreement with the Institute. The Letter of Award of the Contract, Terms & Conditions contained in this Tender Document and the indemnity bond shall collectively form part of the agreement.
2. **The security agency will provide uniforms and photo I-Cards to the personnel deployed at IIFT campus. It will be the responsibility of the agency to ensure that all its staff at the Institute's campus report for duty in proper uniform and also display their identity cards.**
3. The agency shall be responsible for conduct and behavior of the staff deployed by it at the Institute's campus. Any loss or damage to the Institute's moveable or immovable property due **negligence duty by the security staff shall be borne by the contractor**. The value of the loss will be decided by the Institute. The decision of the Institute in this regard will be final and binding on the agency.
4. If it is found that the conduct or efficiency of any person employed by the contractor is unsatisfactory, the Contractor shall have to remove the concerned person and provide a substitute within 24 hours of intimation by IIFT. The decision of the Institute's designated officer in this regard shall be final and binding on the agency.
5. The workers employed by the Contracting agency shall be directly under the supervision, control and employment of the Contractor and they shall have no direct connection what-so-ever with Indian Institute of Foreign Trade (IIFT). IIFT shall have no obligation to control or supervise such workers or take any action against them, except as permissible under the law. Such workers shall also not have any claim against IIFT for employment or regularization of their services by virtue of being employed by the Contracting Agency against any temporary/permanent posts in IIFT.
6. **IIFT may terminate the offer/ service contract if it is found that select bidders is Blacklisted/ barred by any Department/ Institutes/ PSUS etc.**
7. **The bidder who is ultimately awarded the service contract shall not deploy security personnel working in other offices.**
8. **Security staff deployed at IIFT shall be get verified by Security Agency from local Police authority.**

9. **All liabilities arising out of accident or death of security personnel employed by Security Agency while on duty shall be borne by security agency as per provisions of labour laws.**
9. **Security personnel engaged by security agency shall provide dress and polished leather shoes. Separate summer and winter uniforms congenial to weather must be provided by Agency.**
10. **There shall be 8 hours of shift duty in general and duty timings will be decided by IIFT. Prolongation of duty hour (8 hours) shall not be permitted in general except in functions/meetings, etc.**
11. **Security Agency should get medical checkup of its deployed staff at the time of their induction to ensure their fitness of job.**
12. **Security Supervisor: Ex.-Servicemen not more than 55 years. Security Guard should have a minimum age of 18 years and not more than 55 years of age. Security Guards should be minimum 10th pass.**
13. **Claim settlement – Any liability arising out of any litigation (including those in consumer court), due to any act of the personnel of agency shall be directly borne by the said Agency including all expenses/fines for non compliance of labour laws and not by IIFT.**
14. **The Security agency will have to pay the Guards the rates as Notified by GNCT of Delhi. from time to time and the payment will be variably paid by 7th of each month.**
15. **The firm will be required to submit performance security equivalent to 3% of the order value with validity beyond 60 days of the Contract Period. On expiry it will be refunded without any interest. The Performance Security may be in the form of DD or Bank Guarantee from a Scheduled Bank. The BG may be encashed by the Institute in case of services not found satisfactory . (May refer Annexure – 7)**

COMPLIANCE OF STATUTORY OBLIGATIONS.

1. The contracting agency will be required to comply with all statutory obligations from time to time emanating from this contract, such as, (i) payment of wages as per Minimum Wages Act of Delhi Government in force from time to time; (ii) contributions towards employees provident fund; (iii) contributions towards ESI; (iv) GST, or any other statutory/mandatory requirement from time to time.
2. In the event of violation of any contractual or statutory obligations by the Contracting agency, the agency shall be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against the

Institute by any individual, agency or government authority due to acts of the Contracting agency, the agency shall be liable to make good/compensate such claims or damages to the Institute. As a result of the acts of the Contractor, if the Institute is required to pay any damages to any individual, agency or government authority, the agency would be required to reimburse to the Institute such amount along with other expenses incurred by the Institute or the Institute reserves the right to recover such amount from the payment(s) due to the agency while settling its bills OR from the amount of security deposit of the contractor lying with the Institute.

WAGES TO BE PAID TO SECURITY STAFF BY THE AGENCY

1. The contracting agency will be required to make payment of wages to the staff provided by it at the Institute's campus as per Minimum Wages Act of Delhi Government in force from time to time. As and when these wages are revised by the Government, the contracting agency shall accordingly make payment of wages to their workers as per revised rates and claim reimbursement from the Institute accordingly.
2. The contracting agency will ensure payment of wages to the staff deployed by it at the Institute's campus by **seventh day of every month**, irrespective of the fact whether the payment of its bill submitted to IIFT has been released by the Institute or not by that date. If seventh day of a particular month happens to be a holiday, the agency may be required to make payment of wages to its staff on a working day prior to the seventh day of such month. **All wage payment shall** be made through RTGS/NEFT only and proof of the same shall be submitted along with the bill for payment.

PENALTY FOR POOR OR INSUFFICIENT SERVICES

1. The contracting agency would be expected to maintain high standards of security services. **Any serious lapse noticed by the said officers/committee members would attract minimum penalty of Rs. 10,000/- in the first instance.** On recurrence of such lapses, the Institute may impose a penalty, as may be decided by the competent authority/authorities or take appropriate necessary action against the contracting agency, including termination of the contract. Such decision(s) of the Institute shall be binding on the contracting agency.

SPECIAL CONDITIONS OF THE CONTRACT

1. **The Firm will be required to submit performance security equivalent to 3% if the order value with validity beyond 60 days of the Contract Period. On expiry, it will be refunded without any interest. The Performance Security may be in the form of DD or Bank Guarantee from a scheduled bank . The BG may be encashed by the Institute in case in of services not found satisfactory.**
2. The Security Agency shall in no case lease/ transfer/ sublet the Security Services at

IIFT.

3. The Security Agency will take appropriate action for getting proper licence/ permission from the concerned authorities, wherever applicable.
4. In the event of failure and / or neglecting to perform any duties assigned to the Security Agency to the entire satisfaction of the Institute, the Institute shall have the right to have such duties and obligations performed and discharged by such other party / parties, as the Institute may deem fit, and shall be entitled to recover from the contractor all costs and expenses incurred towards getting such work done from other party/parties.
5. No other person except the "Security Agency's" staff shall be allowed to enter the premises and the agency will not entertain outsiders or extend any service to them within the Institute's premises. Outside visitor(s), guests or unnecessary telephones shall not be permitted.
6. The agency shall be directly responsible for any / all disputes arising between it (agency) and its employees and keep the Institute indemnified against all losses, damages and claims arising thereof.

PERIOD OF CONTRACT

1. The contract will be assigned initially for 12 months. In order to evaluate the performance and services of the contracting agency, the contract will have probationary period of three months. The contract for the remaining twelve months will be confirmed only if the services are found satisfactory during the probationary period.
2. 12 months Contract period is subject to renewal by the Institute on satisfactory performance on mutually agreed terms and conditions for a further period of one year or till such time mutually agreed to.

TERMINATION OF THE CONTRACT

1. **The Contract can be terminated by IIFT by giving three-month notice. However, IIFT reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract. IIFT's decision in such a situation shall be final and binding on the contractor.**
2. If the successful contractor withdraws or the services provided by the successful contractor are not found satisfactory (say in a month or so) during the probationary period of three months from the date of commencement of the contract, IIFT reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate

arrangements.

TERMS OF PAYMENT

1. On monthly basis and submission of bill in this regard and proofs of deposit of contribution of workers as regards EPF & ESI.

Liquidated Damages

- (A) The date of start of services specified in the work order should be deemed to be the essence of the contract and the services should be started on that date. Extension will not be given except in exceptional circumstances. Should, however, the service be started after the date specified in the work order, such starting of services will not deprive IIFT of its right to recover liquidated damages as per Clause 14(b) below.
- (B) Should the contractor fail to start services on specified date, IIFT shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by IIFT in making alternative arrangements along with penalty of Rs.1,000/- per day for the delayed period.

Arbitration

- (A) Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy or differences arising out of or related to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (Sixty) days from the date of making of such request.
- (B) Where parties are unable to settle the disputes through conciliation, the same shall be referred to the Director IIFT for referral of such disputes to a sole arbitrator, to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made there under from time to time. The venue of the arbitration proceeding shall be IIFT Delhi Centre.

Action by purchaser against bidder(s)/ vendor(s)/ in case of default

In case of default by Bidder(s)/ Vendor(s) such as:-

- (a) Failure to deliver and / or commission any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
- (b) Failure to perform any other obligation(s) under the Contract; and

- (c) If the contractor persistently neglect to carry out his obligation under the contract and / or commits default in complying with any of the term and the condition of contract and does not remedy it or take effective steps to remedy it within the time specified after a notice in writing is given to him in that behalf by purchaser.
- When the contractor has made himself liable for any of the cases aforesaid, the IIFT shall have the powers to terminate the contract as aforesaid and forfeit performance guarantee.

Force Majeure

- (a) If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- (b) Provided, also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the bidder at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the bidder may with the concurrence of the purchaser elect to retain.

Termination for Insolvency

IIFT may at any time terminate the contract by giving written notice to the contractor without compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of IIFT.

Clarification of Bids

(A). A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by E-mail of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives 5 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

(B). Any clarification issued by IIFT in response to query of prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

Preference to Make in India:

- (i) The Provisions contained in Public Procurement (Preference to Make in India) Order, 2017 as amended by OM No. P-45021/2/2017- PP(BE-II) dt.16.9.2020, further as amended from time to time if any, shall be applicable for this tender.
- (ii) The margin of purchase preference applicable is 20% or as decided by the relevant Nodal Ministry for the item from time to time.
- (iii) The minimum local content for Class-I and Class-II local suppliers shall be 50% and 20% respectively or as decided by the relevant Nodal Ministry for the item.
- (iv) Procurements where the estimated value is less than Rs.5.00 lac shall be exempt from this order.
- (v) Verification of local content:
 - a) For procurement value up to Rs.10 cr. : The Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be obliged to indicate percentage of local content and provide self-certification (as per section 6 (E) that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - (b) For procurement value above Rs. 10 Cr. : The Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. **(May refer to Annexure -5)**

Near-Relationship Certificate

The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and IIFT will not pay any damage to the company or firm or the concerned person.

The Company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.

The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

(May refer to Annexure – 6)

Restrictions on procurement from a bidder of a country which shares a land border with India

[Order (Public Procurement No.1) of DOE, Public Procurement Division, No. F.No.6/ 18/2019-PPD, dt. 23.7.2020] and amendments/ clarifications issued subsequently by DOE shall be applicable to this tender.

- I. Any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent Authority [Department for Promotion of Industry and Internal Trade (DPIIT)] as specified in Annex-I of Order (Public Procurement No.1) Dated 23.07.2020.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this order means:-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a

- country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
 6. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
 7. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. **(May refer to Annexure-8)**

Warranty Clauses

1. Service Warranties. Supplier shall perform all Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provided providing services under the same or similar circumstances as the Services under this Agreement; (ii) in accordance with all Specifications and all Buyer policies, guidelines, by-laws and codes of conduct applicable to Supplier; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services. Buyer may object to any of the Supplier's personnel engaged in the performance of Services who, in the reasonable opinion of Buyer, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Supplier shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of Buyer.

INDIAN INSTITUTE OF FOREIGN TRADE

**TENDER FOR PROVIDING
SECURITY SERVICES AT IIFT CAMPUS, NEW DELHI**

FINANCIAL BID

In addition to the commission to be quoted below by the Contractor, the Institute will pay to the selected contractor minimum wages as revised by Delhi Government from time to time and all the statutory obligations of the contractor, such as, Provident Fund, ESI, etc. towards personnel provided at IIFT.

Keeping in view the above mentioned amount as being a fixed factor, the contractor may hereunder indicate only the percentage of commission of the bill amount (excluding taxes).

Percentage of Commission in figures:

Percentage of Commission in words: _____

**Signature of Authorised Signatory
(Please affix company's/ firm's rubber stamp)**

SCOPE OF WORK for Security Guards

IIFT campus comprises of an Administrative Block, one Academic Block, two hostels and one residence of Vice Chancellor with 250 regular faculty, officers, staff and support personnel provided by outsourced service agencies. In addition, there is one hostel located at a distance of around 500 meters from the main campus.

The present requirement of manpower is 40 (36 Security Guards and 04 Supervisors). Minor variation in the number of persons deployed on duty, depending upon actual requirement from time to time, may be made. The selected agency will be required to fulfill all statutory requirements of Central/Delhi Government in force from time to time and provide round the clock duties as defined in the tender document.

DUTIES AND RESPONSIBILITIES OF THE SECURITY GUARDS AT IIFT CAMPUS

1. To ensure security of movable and immovable property of IIFT against theft or damage. They should take full responsibility on thefts and losses of properties and take immediate action to restore the articles or damages.
2. To check people on entry/exit from both the gates and maintain visitors record.
3. Thorough checking of incoming and outgoing material against proper Challan/ Gate Pass duly signed by the authorized signatory and maintain proper record thereof.
4. To ensure that no hawker, marketing persons or vendors are allowed into the campus without permission.
5. To bring to notice any suspicious activity observed during discharge of duties by security guards.
6. To attend fire-fighting operations, i.e., capable of handling fire hydrants, wet risers and attending to fire alarm system whenever required.
7. To respond to phone calls before and after office hours/ holidays and also during working hours if the situation warrants. A record of important calls received during the said period to be maintained and inform the concerned authorities.
8. Safe custody of keys of main doors, rooms inside the building/ office vehicles etc and issue to the authorized and designated officers/ persons only. Such as safe custody of duplicate keys locks, including of all hostel rooms and other places for use in exigencies/ emergencies.
9. To switch off and switch on electrical switches, closing of water taps etc. after office hours in coordination with House Keeping and Electrical Maintenance Staff.

10. To switch on and switch off the lights installed in buildings in the campus
11. To receive posts/ courier at the main gate and arrange for its distribution to concerned officers/ staff/ students through concerned administrative section.
12. To convey message, whenever received, to the concerned officials and to receive urgent mails before and after office hours and on holidays.
13. To regulate incoming and outgoing traffic at both the gates and ensure that no vehicle is parked in front of the gates and also ensure proper parking of vehicles in the designated parking area of the Institute.
14. To keep record of arrival and departure of staff cars/vehicles.
15. To switch on and switch off the water pump and water boilers/ Geysers, as and when required.
16. Any other related duty assigned by the Institute on need basis.
17. The guards should be healthy, desirable physique and proper experience and may be shuffled from time to time.
18. The guards must have the working knowledge of Hindi and English.
19. The guards should perform one shift per day, double duties are not allowed.
20. The guards should not develop social relationship with IIFT staff.
21. The guards should be provided with uniforms, whistle, torch, lathi rain coat, umbrella etc.
22. The guards should wear neat uniform while on duty along with identity cards.
23. They should not leave the point unless and until the reliever comes for shift duties.
24. The supervisor will maintain all the registers which are kept at main gate and other points.
25. They have to verify whole of office premises. To ensure as to whether all buildings are locked properly.
26. From 10.00 P.M. to 6.00 A.M. supervisor must be on patrolling duty in the campus by rotation and while patrolling he should check all the buildings locks including pump houses.

27. They should not give lenient or casual impressions in the duties and they should be alert and attentive.
28. They should observe movement of all the staff, labourers and visitors etc.
29. They should not allow anybody with vehicles to office or inside the campus without proper entry in the visitor's registers and permission from concerned officials.
30. All the vehicles are to be parked in the parking place only. The vehicle should be checked by the security Guard on duty while coming inside and while going out also, for any item of suspicion.
31. Proper entries are to be made while handling over key to any staff/ student of IIFT and while taking over too.
32. The Security personnel follow strict attendance and alternative arrangements are to be made by the agency whenever any Supervisor/ security guards going on leave under intimation to this office.
33. Changing of Supervisor/Security Guards should be intimated to Caretaker.
34. Patrolling to the identified sensitive point to be carried out every hour in the night.
35. The security staff should follow the codal formalities and disciplines of Labour System while on duty.
36. The security personnel should ensure that proper gate pass has been issued by the competent officers for the items taken out of the campus. In case of any doubts, they should immediately contact Officer In-charge.
37. IIFT shall not provide any residential accommodation in the premises of the office campus to any security guard/supervisor.
38. The Security agency shall be responsible for and shall pay any compensation to his workmen/guards under the workmen's compensation act 1923 (VII of 1923) (hereafter call the said act) for injuries caused to the workmen in any type of accident of whatsoever during the duty hours.
39. Successful bidder has to sign an agreement deed on Indian Non Judicial stamp paper of appropriate value as per the rate prevalent in this state in a proper format.
40. A daily list of S Supervisor and security Guards on duty should be provided to Administrative Section.

41. A detailed list of Supervisor and Security Guards along with their photographs attested by the agency including permanent address should be provided to the office for record before taking over the charge of Labour.
42. The Security Guard must ensure that a proper Gate- Pass has been issued to the visitor while entering in the campus

Annexure-2

Declaration of Bid Security

I _____ Son/ Daughter/ Wife of _____ on behalf of the _____ (Name of the Company) do hereby declare that if we withdraw or modify our bids for the EOI during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a Performance Security before the deadline defined in EOI, we will be suspended for a period of 01 year from being eligible to submit EOI/ Proposal for contracts with IIFT.

Name:

Company:

Signature:

Annexure-3

Indemnity Bond

We,, having a registered office at....., have entered into a contract with **INDIAN INSTITUTE OF FOREIGN TRADE**, having registered office at B-21, Outab Institutional Area, New Delhi – 110016, vide contract dated, to provide security services on outsourcing basis at INDIAN INSTITUTE OF FOREIGN TRADE situated at B-21, Outab Institutional Area, New Delhi – 110016.

We do hereby indemnify and keep harmless, **INDIAN INSTITUTE OF FOREIGN TRADE**, at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the Institute by any party, employee(s), or workman/woman provided by us, on account of any delay, default, lapse, error, or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time.

We further undertake to indemnify and keep harmless, INDIAN INSTITUTE OF FOREIGN TRADE against any claim/compensation arising out of any non-payment or short payment of salaries, wages, overtime, or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death, etc. during the course of their engagement by us for the purpose of this contract, or non-fulfillment of any obligation under any of the labour laws as applicable to the class of workers/employees engaged by us for the purpose of this contract.

We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

Signature of the
Authorized person with seal

Annexure-4

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,

The Administrative Section

IIFT Bhawan

B-21, Outab Institutional Area

New Delhi – 110 016

We hereby confirm and declare that we, M/s -----, is not black listed/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

For -----

Authorized Signatory

Date:

Annexure – 5

Preference to Make in India vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020),

(TO BE PROVIDED ON Rs.100/- NON- JUDICIAL STAMP PAPER)

I _____ (Name of the Person(s),S/o _____ at _____ (Address), working as (Designation and name of the firm/Company/ partnership/ Joint venture), and I have been authorized to sign the Declaration / Self-Certification on behalf of firm / Company/partnership/ Joint venture do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated16.9.2020.

That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the Local Content. That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms based on the assessment of an authority so nominated for the purpose of assessing the Local Content, action will be taken against me as per the notification P- 45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to my statutory authority.

The Details of the location(s) at which the local value addition is made

- i) Name and details of the Domestic manufacture
- ii) Date on which this certificate is issued
- iii) Product for which the certificate is produced
- iv) Percentage of local content.

Signed by me at _____ on _____00/2021

Authorized signatory (Name of the Firm entity)

NEAR RELATIONSHIP CERTIFICATE

"I.....S/o..... R/o hereby certify that none of my relative(s) as defined in the tender document is / are employed in IIFT unit as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, IIFT shall have the absolute right to take any action as deemed fit / without any prior intimation to me."

Date:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

For the Performance Bank Guarantee
(To be typed on non-judicial stamp paper of appropriate value)

Subject : PERFORMANCE GUARANTEE

Whereas INDIAN INSTITUTE OF FOREIGN TRADE (here after referred to as "IIFT") has issued an APO no. Dated/...../2021 awarding the work of "Providing Mess Services at IIFT Delhi" to M/s....., R/o (hereafter referred to as "Bidder") and IIFT has asked him to submit a Performance Guarantee in favor of Director, IIFT of Rs...../- (hereafter referred to as "P.G. Amount") valid up to/...../2021 (hereafter referred to as "Validity Date"). Now at the request of the Bidder, We Bank Branch having..... (Address) and Regd. office address as (hereinafter called 'the Bank") agreed to give this guarantee as hereinafter contained:

1. We, "the Bank" do hereby undertake and assure to the IIFT that if in the opinion of the IIFT, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the IIFT the said sum limited to Performance Guarantee amount or such lesser amount as IIFT may demand without requiring IIFT to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
2. Any such demand from the IIFT shall be conclusive as regards the liability of Bidder to pay to IIFT or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and IIFT regarding the claim.
3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
4. The Bank further agrees that the IIFT shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by IIFT against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension

being granted to Bidder or through any forbearance, act or omission on the part of IIFT or any indulgence by IIFT to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

5. Notwithstanding anything herein contained

- (a) The liability of the Bank under this guarantee is restricted to the Performance guarantee amount and it will remain in force up to its Validity date.
- (b) The guarantee shall stand completely discharged and all rights of the IIFT under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

6. In case IIFT demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "Indian Institute of Foreign Trade" and payable at "Delhi".

7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place :

Date :

(Signature of the Bank Officer)

(Rubber stamp of the bank)

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

E-mail ID:

Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India

Certificate for Tenders

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

Certificate for Tenders for Works involving possibility of sub-contracting

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

Date:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

UNDERTAKING & DECLARATION

FOR UNDERSTANDING THE TERMS & CONDITION OF TENDER & SPEC. OF WORK

Certified that:

1. I / We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I / We fail to enter into the agreement & commence the work in time, the Bid security (EMD) / Performance guarantee deposited by us will stand forfeited to the IIFT.
3. I / We are not blacklisted by GST authorities.

The bidder hereby covenants and declares that:

1. All the information, Documents, Photocopies of the Documents / Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, IIFT reserves the right to reject our tender offer / cancel the LOA / Purchase / work order if issued and forfeit the Bid security (EMD) / Performance guarantee / Bill amount pending with IIFT. In addition, IIFT may debar the contractor from participation in its future tenders.

Date:

Place :

Signature of bidder Name of bidder

Along with date & Seal.....