



## **Notice Inviting Tender (NIT)**

**For**

**Engaging of registered Security Agencies for providing Security Services  
at ITI Factory/ Township/Corporate Office Bengaluru on Central Govt  
wage structure by ITI Ltd Bengaluru plant**

ITI Ltd. (ITI) invites sealed bids in two bid system (Technical & Financial Bid) for engaging of registered Security Agencies for providing Security Services to ITI Factory/ Township/Corporate Office/EC Plant at its Bengaluru premises spread across in approximately 450 acres, on Central Government wage structure. Experienced and reputed Contractors, agencies/firms engaged in Security & Surveillance Services and having a minimum experience of five years may send their offer for the above job in a sealed cover super scribed "Tender for Security Services at ITI Bengaluru Plant" at the following address.

Note: - Agencies registered with DGR will have added advantage.

Tender forms can be downloaded from our web site: [www.itilttd-india.com](http://www.itilttd-india.com). The cost of tender documents is Rs. 500/- (Rupees Five Hundred Only) and shall be paid at the time of submission of the tender and for details refer our web site.

**Issued by:**

**ITI LIMITED**

Manager (SYS),

Bengaluru Plant,

ITI Limited, Doorvaninagar,

BENGALURU – 560016.

Phone: 080-2565 3960 Fax: 080 – 25667205

Mail: [mailto:msys\\_bgp@itilttd.co.in](mailto:msys_bgp@itilttd.co.in);

Website: [www.itilttd-india.com](http://www.itilttd-india.com)

**Please Note:**

*Corrigendum, if any, will be hosted on website only, before the last date of submission. Hence bidders are requested to visit the website regularly. For eligibility criteria and other details please log on to [www.itilttd-india.co.in](http://www.itilttd-india.co.in)*



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

Sl No	DESCRIPTION	INFORMATION
1	Reference No. of tender document	<b>ITI/BGP/SECURITY SERVICES/20-22/1.</b> <b>Date: 12/10/2020.</b>
2	Date of issue/sale of tender document	The tender documents can be downloaded from ITI website. <a href="http://www.itiltd-india.com">www.itiltd-india.com</a>
3	Last date & time for submission of bids	Date: <b>22/10/2020</b> Up to <b>15.00</b> Hrs.
4	Date & time of opening of <b>technical bids</b>	Date: <b>27/10/2020</b> Timing : <b>13.00</b> Hrs. Venue: First flooer Conference Hall, Bengaluru Plant, Bengaluru.
5	Opening of Financial Bids	Will be intimated later to all technically qualified bidders.
6	Cost of tender document	On payment of <b>₹.500/-</b> [Rupees Five Hundred only] in cash or by way of Demand Draft/Pay order drawn in favour of “ITI Limited, Bengaluru”
8	Earnest Money Deposit (EMD) in the form of Demand draft/ Bankers Cheque.	<b>₹1,00,000</b> /-[Rupees One Lakh only] through Demand Draft/ Banker’s cheque drawn in favor of “ <b>ITI Ltd, Bengaluru Plant</b> ” payable at Bengaluru on any scheduled Commercial bank to be enclosed with the Technical Bid.
9	Pre-Bid Meeting	At ITI Limited, Bengaluru plant on <b>16/10/2020</b> between <b>10.00 Hrs – 11.30 Hrs</b>
10	Contact Person for queries (between 10AM to 15.30hrs on working days only)	Manager (SYS), Bengaluru Plant, ITI Limited, Doorvaninagar, BENGALURU – 560016. INDIA Phone:080-2565 3960 Mob: +91- 9071716724 Mail: msys_bgp@itiltd.co.in;
11	Address for Bid Submission	Manager (SYS), C/O Dispatch Section, Bengaluru Plant, ITI Limited, Dooravaninagar, BENGALURU – 560016.
12	Validity	The bids submitted shall remain valid for a period of <b>120</b> days from the date of opening the technical bid and may be extended with the consent of the bidders.

#### INTRODUCTION:

Signature of Bidder with Company Seal

Page 2 of 57



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

ITI Limited, (hereinafter referred to as **'ITI'** or **'Company'**) is a Schedule “A” Central Public Sector undertaking, under the administrative control of Ministry of Communications, Department of Telecommunication. ITI is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, MTNL, Defence, Paramilitary forces and Railways etc.

### **Instruction to Bidders**

1. **Name of Work:** providing Security Services to ITI Factory/ Township/Corporate Office/EC Plant at its Bengaluru premises spread across in approximately 450 acres, on Central Government wage structure.
2. ITI Ltd (ITI) invites bids by tender system in two bid system (Technical & Financial Bid) from experienced and reputed Contractors, agencies/firms engaged in Security and Surveillance Services having minimum **“five years”** experience in the field, as under: -
3. Not more than **one tender** shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
4. Address for submission of Bid:  
**Manager (SYS),  
C/O Dispatch Section,  
Bengaluru Plant,  
ITI Limited, Dooravaninagar,  
BENGALURU – 560016.**  
  
Phone: 080-2565 3960
5. **Procedure for submission of bids:**  
The bids shall be submitted in hard form (no softcopy of the offer document will be accepted) as under: -
  - i. **Envelope-A:** Marked with “Technical Bid for Security Services” consisting of complete Bid document, all Annexures, except Financial Bid Annexures, any other relevant supporting documents duly signed, stamped with date as token of acceptance of the terms & conditions of bid documents.



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

- ii. **Envelope-B:** Marked with “Financial Bid for Security Services” consisting only of the financial bid in the format at **Annexure-C** duly signed, stamped with date.
  - a) All Bid documents must be submitted duly signed, stamped with date by authorized person.
  - b) The Technical Bid envelope and Financial Bid envelope are to be submitted in a separate sealed covers and both the envelopes are to be placed in another big envelope, which shall be sealed and scribed on the top of envelope ‘Quotations for Security Services’.
  - c) The bids are to be submitted at dispatch section or through courier/post on or before **15:00 hrs on 22/10/2020**.
6. **Opening of Technical Bids:** Envelope-A will be opened in ITI’s office premises at Bengaluru on **27/10/2020 at 13.00 hrs**. ITI Ltd shall evaluate the technical bid to pre-qualify the bidders.
7. **Opening of Financial Bids:** The financial bids shall be opened after evaluation of the technical bids of the eligible bidders, only.
8. **Presence during opening of bids:** If desired, applicants may depute their representatives during opening of bids by issuing an authorization letter.
9. **Validity of bids:** Tender submitted by Bidders shall remain valid for acceptance for a minimum period of 120 days (One Hundred and Twenty) Validity period from the last date of submission of bid and may be extended with the consent of the bidders.
10. ITI reserves the right to reject any or all the offers without assigning any reasons thereof. Conditional bids or revocable bids would be summarily rejected.
11. **Criteria for Qualification:**

The eligibility criteria for pre-qualification of bidder are as under: -

  - a) The contractor/agency/firm must have experience of similar work during the last 5 years in providing security services in reputed companies/PSUs/PSU Banks/Financial Institutions/ MNCs/Corporates etc. Experience in atleast ONE PSU is mandatory. The bidder has to submit details of works completed during last 5 years with bid document and contact references with telephone number of the PSU, whose experience is furnished.



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

- b) The agency should have sound financial background with profitability for the last 3 years. Annual financial turnover during the last year, ending March 31, 2020 should not be less than Rs.1 crore.
- c) The Contractor should also submit sample of photograph of each in uniform of security personnel and also submit proof of Registration under “Private Security Agencies Regulation Act, 2010 (PASARA)
- d) The agency should have minimum 150 security guards on their rolls.
- e) The agency should be registered with the concerned authorities.
- f) Should have a Registered Office/Branch in Bengaluru at least for the last 3 years. Proof of the same to be submitted.
- g) Preference will be given to agencies of retired ex-servicemen. In these regard guidelines of DGR regarding appointment of security personnel from ex-servicemen in CPSE dtd-13/09/2018 and 14/02/2019 may also be considered and preferable.
- h) The bidder should submit detailed profile of the Organization, (giving list of works in hand and carried out during the last 5 years, names & addresses of the clients, value of work, number of manpower deployed and such other details in respect of works, along with testimonials and other relevant documents, i.e. Proof of Organization, ESI and PF Registration Code, Company Registration No., Service Tax, TIN No., ITR and PAN etc.)
- i) The contractor should also intimate official E-mail address and telephone no. for all communication in order to avoid loss of time. All communications from ITI shall be sent by E-mail/speed post.
- j) Offers of Bidders who are under suspension/banned/black-listed by any PSU/Govt. Department /PSU Banks/ or otherwise shall not be considered. Further, if any of the partners/directors of the contractor’s organization /firm is blacklisted or having any criminal case against him, his tender shall not be considered. An Undertaking to this effect should be submitted.
- k) ITI reserves the right to request for any documents/ certificate/ clarification from the bidder/contractor relevant to above qualifying criteria and the same must be submitted immediately on receipt of any such communication from ITI.
- l) The contractor should enclose Bidders Information along with supporting documents.



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

- m) After opening of Technical bids, if the firm fulfils the technical criteria, their financial bid will be opened. Exact date and time for opening of Financial Bids shall be communicated through official E-mail address given in the Bidder Information, only for the eligible bidders.
- n) The bidder shall be summarily disqualified in case of non-submission of required documents. Also if any documents provided in support to the qualification criteria are found false on verification, the bid will be disqualified.
- o) Availability of latest technologies in security that can be provided (if any), will have added advantage.

**13. Authorization and Attestation:**

The bidder has to submit an authorization letter or valid Power of Attorney on behalf of company/firm for signing the document.

**14. Award of Work:**

ITI reserves the right to award the work to agencies/bidders subject to the work experience and fulfillment of other terms & conditions and specifications.

**15. Acceptance / Rejection of Bid:**

- i. ITI does not bind itself to accept the lowest tender.
  - ii. ITI will not accept bids received from the contractor blacklisted by ITI in the past.
  - iii. ITI also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
  - iv. ITI also reserves the absolute right to reject any or all the Bids at any time solely based on the past unsatisfactory performance by the bidder(s). The opinion/decision of ITI regarding the same shall be final and conclusive.
16. In case no bid or insufficient bids are received, or for any other reason whatsoever, ITI may at its sole discretion cancel the whole tendering process or extend the last date and time of submission of the bid.
- 17. Pre-bid Meeting:**  
For any clarification on the Bidding Document, a pre bid meeting will be held at ITI Limited, Bengaluru plant on **16/10/2020** between **10.00 Hrs – 11.30 Hrs.**
18. Any separately submitted discount letter on the financial price shall not be considered by ITI and shall be a ground for disqualification. Evaluation of financial bid shall be considered only on the quoted price in the financial bid submitted by the bidders.



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

19. **Contact Person:** In case of any query, you may contact any of the following officials:

**M (SYS),  
Bengaluru Plant,  
ITI Limited, Dooravaninagar,  
BENGALURU – 560016.**

Phone: 080-2565 3960

Mail: msys\_bgp@itilttd.co.in;

20. Earnest Money Deposit(EMD): Bidder should pay specified amount towards Earnest Money deposit as follows:
- i. **₹1,00,000/-** (Rupees One Lakh Only) in the form of Demand Draft/PO drawn on any Nationalized /Schedule bank in favour of “ITI Ltd.” Payable at Bengaluru.
  - ii. EMD will not carry any interest.
  - iii. EMD will be refunded to the unsuccessful bidders after finalization of the bid and EMD of successful bidder shall be returned after execution of Contract Agreement and submission of security deposit.
  - iv. The Earnest Money Deposit submitted by the bidder may be forfeited if,
    - a) Successful bidder fails to execute an Agreement within specified time as per intimation/request of the ITI,
    - b) Successful Bidder withdraws his tender or backs out after acceptance,
    - c) Bidder withdraws his tender before the expiry of validity period stipulated in the bidding document,
    - d) Bidder violates any of the terms and conditions of the tender,
    - e) Bidder revises any of the items quoted during the validity period,
    - f) Bidder is found to have indulged in fraudulent practices in the bid submission process.
21. **Corrections:** No corrections or overwriting will be entertained in the financial bid.
- 23. Firm Rates:** The Service charges quoted by bidder shall remain firm till completion of contract. It is, however, clarified that the contractor shall ensure minimum wages to persons deployed as per name of work as and when revised by the concerned authority.
24. **Site Inspection:** Before submission of offer, the bidders are advised to inspect the site of work and the environment and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to site, accommodation, etc. No



claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

## **25. Scope of Work**

Providing round the clock security services that would include Residential Agency Supervisor, Security Supervisor, Guards for factory premises, Township (A-Area & B-Area), ITI Bhavan –Corporate Office, EC plant area is spread across in approximately 450 acres factory is fully under efficient CCTV surveillance. The detailed scope of worked mentioned herein below **at serial No.30** of this document. The following minimum criteria are to be adhered to for carrying out the duties/works as per requirement.

### **a) SECURITY SERVICES:**

#### **Security Supervisor with following requirements**

Security Supervisor shall be responsible for supervising and monitoring the security personnel deployed at above scope of work areas and other locations of ITI. So will be a vital part of the security and will report to the head of ITI's Chief Security In-charge, Bengaluru Plant/ Corporate Office or a designated officer of ITI for day to day matters. He should regularly patrol (foot patrol) the building, inspect security personnel, interact with visitors/occupants of the building, respond to and take charge of incidents or potential security and safety situations. Security Supervisor should have the **following qualifications:**

- i) Security supervisor should be at-least 12<sup>th</sup> standard passed, preferably graduate.
- ii) Knowledge of Kannada/Hindi and English Languages must require.
- iii) Must be able bodied, medically fit, police verification certificates of the individual must be produced at the time of first reporting.
- iv) Should be within the age group of 18-50
- v) Must have minimum experience of 03 years' as Security Supervisor or 05 years' experience as Senior Security Assistant. Preference shall be given to the Ex-serviceman (retired from Indian Armed forces/Para-Military forces/State police).
- vi) Should have been engaged for minimum one year with the applicant firm.
- vii) Should have thorough knowledge of frisking devices, operating and controlling/operating electronic or security gadgets e.g. computer, CCTV, baggage x-ray scanner, handling and use of wireless communications devices etc.
- viii) Should have expertise in Access Control, anti-sabotage check, Bio Metric System and identification of explosives and improvised explosive devices.





ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

- ix) Should have good knowledge in firefighting, Fire Alarm Panel, Smoke Detectors, operation of fire systems, extinguishers and emergency evacuation procedures.

**Responsibilities of Security Supervisor**

- i. perform duty as Shift-in-charge
- ii. conduct of pre-screening interviews of security guards before deployment
- iii. efficiently supervise and manage the security personnel during the duty hours
- iv. Daily briefing and debriefing of security personnel before start of shift.
- v. coordinate day to day activities of security and pass on necessary instructions to security personnel
- vi. ensure protection of human being, valuable materials and classified documents pertaining to the premises
- vii. apprising the Head of ITI's Bengaluru Plant Office or designated ITI Officer at regular intervals
- viii. ensure high standards of security personnel for turnout/conduct of duties/behavioral aspects
- ix. ensure authorized entry of person/items by means strict security measures
- x. Ensure congestion free movement of vehicles and proper parking of authorized vehicles in ITI car / Scooter parking area.
- xi. ensure proper documentation for material/vehicle/visitors in/out procedures
- xii. conduct foot patrols at regular intervals
- xiii. carryout surprise checks on security on regular occasions
- xiv. observing the security personnel work and activities and monitoring of the security posts and deployment of security guards at various security points
- xv. Maintain complete the record of all the security personnel deployed in ITI premises/ITI managed properties in Bengaluru.
- xvi. lookout for unusual activities/incidents in and around ITI Campus and report to ITI Shift In-charge for any suspicious occurrence
- xvii. check log of entry and exit of personnel, material, vehicles and stores at the commencement of his duty and at the end of his duty
- xviii. Perform desk work as and when required.
- xix. implementation of training programs for security/ITI staff prepared by Manager (SYS) of ITI
- xx. assist ITI staff in case of emergency security obligations
- xxi. assist in executing the emergency drills as and when directed by ITI
- xxii. investigate minor cases of thefts etc. as assigned by ITI
- xxiii. Any other duties that may be assigned by head of ITI's Bengaluru Plant or a designated officer of ITI.



**I. Security Guard with following requirements**

- i. Security Guard should be minimum 10<sup>th</sup> Class Pass.
- ii. Knowledge of Kannada/Hindi Languages are must require.
- iii. Should be within the age group of 18-40 and have a good built up, free from all illness, Fitness certificate to be produced when asked for, by ITI.
- iv. Should have minimum one-year experience with the applicant firm.
- v. Should have undergone one-month Basic Security Guard Training Program Level-I from a recognized training institute/ trainer.
- vi. Should have elementary knowledge of different type of in built firefighting equipment in high rise building.
- vii. Should have ability to identify a person through photo I-card, E-card, etc., with emphasis on the possibility and security risk of their misuse.
- viii. Should have sufficient knowledge of operating and controlling electronic security gadgets e.g. basic of PC, CCTV, baggage x-ray scanner, handling and use of wireless communications devices etc.
- ix. Should have knowledge in Access Control, anti-sabotage check and identification of explosives and improvised explosive devices.
- x. As a first responder he should have basic idea of how to react in emergency like fire, earth quake, terrorist attack, sabotage etc. and his coordinative role.
- xi. Should have the ability for identification of a suspect, through body language.
- xii. His antecedents should be verified by Local Police.
- xiii. Must have minimum experience of 01 year as Security guard in any firm/PSU.

The number of Security Supervisor, security guards required at Factory, Township, ITI Bhavan is tabulated below:

Sr. No.	Particulars (Area)	No. of Guards required	Hours Duty
1	Factory Area-ITI Doorvaninagar	<b>27</b>	As mentioned below
2	Township- Doorvaninagar	<b>44+3</b>	
3	Corporate Office - Doorvaninagar	<b>7 + 1</b>	
4	Electronic City Plant	<b>1</b>	
	GRAND TOTAL	<b>83</b>	

- a. Shift 0600 hrs to 1400 hrs - 1<sup>st</sup> shift
- b. Shift 1400hrs to 2200hrs - 2<sup>nd</sup> shift
- c. Shift 2200hrs to 0600hrs - 3<sup>rd</sup> shift
- d. Any other shift timings, if any would be intimated by ITI



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

- b) The Contractor should submit sample of photograph of each in uniform of security personnel and also submit proof of Registration under “**Private Security Agencies Regulation Act, 2010 (PASARA)**).
- c) **Special Dress:** Ceremonial items (Leather Belts, Caps Peak, White spades for boots, Line yard, Muffler/Tie, Ankle leather boots) to be provided to guards for special duties without any extra charges to ITI to be issued to your guards required for special VIP duties. During rainy and winter seasons Rain coats, Overcoats, Six feet long bamboo sticks, Whistles etc.) Should be provided to the guards without any extra charges to ITI who perform duties at Building/premises. **Cost of uniform and other items provided to Security Guards shall be part of services charges and the contractor would make no recovery towards uniform expenses or any other expenses from the security guard. Uniform and accessories including shoes etc., should be provided every One Year.**
- d) The above services are required on 24 hours basis for 365 days a year including Sundays, Festivals, National Holidays/ Holidays without any overtime. The above services are required on monthly job basis. Adequate number of personnel would be deployed by the contractor in suitable shift duties. Exact working hours will be fixed in consultation with Officer-in-Charge of ITI. ITI reserves the right to modify the requirements of personnel on need basis from time to time. The monthly payment shall be made on the basis of actual deployment of manpower at site.
- e) A list of persons deployed, together with their qualification, experience and copies of the appointment letters have to be submitted to ITI. The contractor has to arrange for the latest police verification from the parental police station of the employee as well as from the present residential address police station of the persons deployed within one month of the award of work and would issue name badges and I-Cards to the deployed personnel. Any subsequent changes in the deployment of personnel shall be notified in advance.
- f) The contractor may inspect the building/premises thoroughly, before quoting for the work.
- g) The contractor shall assist ITI to maintain liaising with Police Department or any statutory body on behalf of ITI from time to time to get any permission, licenses, permit etc. as required.
- h) The contractor will maintain an inventory at above mentioned premises/ areas, with regard to above services.



**26. IMPORTANT NOTE:**

- a) **No consortium will be allowed in this NIT (Tender).**
- b) The bidder shall submit authenticated documentary proof in support of financial turnover certificates/annual audited reports of last 3 years certified by Chartered Accountant.
- c) “Similar work” means providing Security, Surveillance & Lift Operation Services work in High rise building or multi-storeyed modern building having in PSUs/PSU Banks/Financial Institutions/ MNCs/Corporates etc.
- d) The bidder should also submit sample of photograph of each in uniform of security personnel and also submit proof of Registration under “Private Security Agencies Regulation Act, 2010 (PASARA).
- e) The bidder shall submit signed and scan copy of PO Copies/Work order copies/ completion/ performance certificate issued by client in support of satisfactory completion of similar works during the last 5 years.
- f) The bidder shall submit signed and scan copy of Tender Acceptance Letter (Annexure-1).
- g) The bidder should submit signed and scan copy of detailed profile of the Organization, (giving list of works in hand and carried out during the last 3 years, names & addresses of the clients, value of work, number of manpower deployed and such other details in respect of works, along with testimonials and other relevant documents, i.e. Proof of Organization, ESI/PF Registration Code, Company Registration No., GST Registration Certificate, ITR and PAN etc.)
- h) List of Category-wise number of manpower employed on the rolls of the contractor be submitted. The manpower to be deployed on our premises should be from the regular rolls of the contractor. An undertaking to this effect should be submitted.
- i) The bidder should submit signed and scan copy of partnership firm/partnership deed, if any.
- j) The Bidder should be having adequate manpower, equipment etc. to smoothly executed the work.
- j) The contractor should have a Registered Office/Branch in Bengaluru.
- k) The contractor should also intimate official E-mail address and telephone no. for all communication in order to avoid loss of time. All communications from ITI shall be sent by E-mail/speed post.
- l) The contractor may also submit ‘Quality Plan’.
- m) Integrity Pact (IP) shall also be applicable.
- n) Offers of Bidders who are under suspension/banned/black-listed by ITI/ any PSU/Govt. Department /PSU Banks/ or otherwise shall not be considered. Further, if any of the partners/directors of the contractor’s organization /firm is



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

blacklisted or having any criminal case against him, his tender shall not be considered. An Undertaking to this effect should be submitted.

- o) ITI reserves the right to request for any further documents/certificate/clarification from the bidder/contractor relevant to above qualifying criteria and the same must be submitted within stipulated time of receipt of any such communication from ITI, failing which suitable action shall be taken by ITI.
- p) The contractor should sign Bidders Information (Annexure-1) along with supporting documents.
- q) After opening of Technical bids, if a firm/Company fulfills the technical criteria, its financial bid will be opened. Exact date and time for opening of Financial Bids shall be communicated through official E-mail address given in the checklist of Annexure-B.
- r) The bidder may be summarily disqualified in case of non-submission of required documents.

27. **Contract Period:** The Contract will be initially for a period of **TWO years** with a provision of one-year extension subject to evaluation of the performance of service provider/Contractor by ITI before end of second year contract. In the event of extension of contract for the third year the service charges shall be the same as that quoted by the bidder for the first two years and all other terms and conditions will remain unchanged. The performance of the service provider/Contractor will be evaluated every year on a continuous basis and the extension /renewal of contract will be based on performance evaluated by ITI.

## 28. **GENERAL CONDITIONS OF CONTRACTS:**

I. **Downloading Bid document from the website:** The Bidder may download Tender Document along with terms and conditions from ITI website [www.itilt-india.com](http://www.itilt-india.com) home page by navigating to “Tenders / Procurement of Goods and Services”. Bidder must keep track of any corrigendum and/ or addendum or any change in the schedule or any other relevant information issued in respect of the subject tender by ITI.

II. **Amendment to Bid documents:** At any time prior to the deadline for submission of Bids, ITI may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum/corrigendum. The corrigendum/amendment will be issued /published in website [www.itilt-india.com](http://www.itilt-india.com) only. Bidders shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum up to last date of submission of bid.



**III. Clarification on Bids:**

- a) To assist in the examination, evaluation and comparison of the technical bids, ITI may, at its discretion, ask the Bidder for a clarification on its Bid. No change in price of the Bid shall be sought, offered or permitted. If required, ITI reserves the right to ask the bidders to submit supplementary documents to support the documents already submitted by the bidder.
- b) ITI reserves the right to conduct joint post bid discussion after opening the technical bids, for clarification on technical bid and may amend the technical bid requirements so as to bring all the bidders on to a common platform. In case of any alteration in the technical bid requirements, all the bidders shall be given equal opportunity to submit supplementary price offers for that item in which alterations have been made. The supplementary offer must indicate the amount which shall be added to or subtracted from the original price offered for that item. Both the original and the supplementary offer shall be evaluated jointly.

**IV. Execution of Contract Agreement:** The successful bidder's responsibility under this contract commences from the date of issue of the Letter of Intent /work order by ITI. The Bidder shall submit a qualified acceptance to the Letter of Intent/Work order within the period stipulated therein. The successful bidder shall be required to execute an agreement in the prescribed form, on a non-judicial stamp paper of Rs.700/- (200+500) within 15 days from the issue of LOI/Work Order. The contract agreement shall be signed by a person duly authorized/empowered by the bidder. The bidder shall pay for all stamps duty and legal charges, incidental expenses, if any.

**V. Abnormal Rates:** The bidder is expected to quote its service charge after careful analysis of cost involved considering all specifications and conditions of contract. In case it is noticed that the rates quoted by the bidder are unusually high or unusually low, it will be a sufficient ground for rejection of the tender unless the reasonableness of the rates is convincing. If required, ITI may request the bidder to submit supporting documents to ascertain reasonableness of the rates. The same shall be furnished by the bidder expeditiously on ITI's demand. Rejection shall be at the sole discussion of ITI.

**VI.** The contractor shall ensure trouble free and smooth operation and maintenance of the Systems at all times. All complaints have to be attended to, in minimum agreed time, as per industry norms/practice, failing which, ITI will be at liberty to get the work done on its own/another agency and recover the costs incurred from your running bills/security deposit.



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

- VII.** Necessary records of the services\work carried out will be maintained and the same has to be countersigned by the officer-in-charge of ITI whenever asked by ITI.
- VIII.** The contractor shall keep proper upkeep of all areas under the contract.
- IX.** ITI will not be responsible for any lapse on the part of the Contractor in enforcing of provisions of any Labour Acts /Laws, viz., Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee's State Insurance Act, 1948 (ESI), Employee's Provident Funds and Miscellaneous Provisions Act, 1952 (EPF), Gratuity, Workmen Compensation Act, Bonus Act, GST etc. It will be the contractor's responsibility to abide by all Statutory Laws/Regulations applicable to the contract labour engaged by him on the Contract Work. Receipt of any complaints on this ground viewed seriously. It is expressly understood that the manpower deployed by the contractor are not on the rolls of ITI and no legal relationship of whatsoever subsists between ITI and such personnel employed by the contractor.
- X.** This being a pure works contract, the personnel engaged by the contractor and deployed by him at ITI premises will be in no way be deemed as working under employment of ITI and there shall not exist any employer-employee relationship between ITI and the contractor or his personnel deployed by him. The Contractor or personnel shall have nothing to do with ITI either in respect of wages/salary or such other statutory benefits or compensation etc. under the Labour Laws and other related Laws i.e. Gratuity, Bonus or Workmen Compensation Act or any other law in force. The contractor shall obtain an appropriate/adequate Policy i.e. Contractor All Risks (CAR) Policy so as to meet any obligation in any eventuality.
- XI.** The Contractor will be responsible for providing benefits like ESI, PF, Group Insurance Scheme etc. under the relevant rules/laws of the State and Central Government. The Contractor shall be solely liable for any dispute that might arise in any matter in future for violation/non-compliance of Labour Laws/regulations and ITI will have no responsibility, whatsoever.
- XII.** Thorough checking of employees of the contractor during entry/exit would be done by security staff of ITI.



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

- XIII.** The employees of the contractor will work strictly under the direction and administrative control of the contractor's Security supervisor. However, the contractor's Security supervisor will have to execute the work through their employees according to the requirement, need and/ instructions of the designated officers of ITI. It is clarified that if ITI is not satisfied with the services / conduct of any of the deployed personnel, the same shall be brought to the notice of the Security supervisor and the said guard shall be replaced immediately. ITI reserves the right to review performance of the deployed personnel and recommend location of posting/shift.
- XIV.** The employee of the contractor will ensure strict discipline and behavior and diligent performance of their duties most befitting to the décor of the most modern mechanized building and the employees of the contractor shall not in any manner cause any interference, annoyance, nuisance etc. to ITI staff or its business or working and will be liable for immediately replacing/relocating the individual employee if the services rendered by him are not found to be satisfactory.
- XV.** In case of any damage to ITI's property/premises for which contractor is accountable, the contractor will be liable to pay the compensation to ITI as may be advised by ITI. The contractor shall also take full responsibility and compensate ITI for any loss/damage/breakdown caused to the installation due to negligence of his workers.
- XVI.** ITI will not be responsible for any injury/death caused to the employees provided by the contractor at site. It will be the responsibility of the contractor to abide with the all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by ITI in this regard.
- XVII.** The workforce deployed by the contractor should be adequately covered under Personal Accident Insurance Plan.
- XVIII.** Dispatch Instructions
- a) The General Conditions of Contract form part of the Tender specifications. All pages of the tender documents shall be numbered and duly signed by hand of the authorized representative, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as required in the following pages.





ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

- b) Bidders are advised to study all the tender documents carefully. Any submission in tender shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the bidder have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the scope of work or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., bidder shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Bidder's request for clarification shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.
- c) Integrity Pact (IP) shall be applicable for all tenders / contracts as indicated in tender document. This integrity pact shall be issued as part of the Tender documents and shall be submitted by the bidder along with Technical bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with ITI shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification.

#### **XIX. Documents to be Enclosed**

Full information shall be given by the bidder in respect of the following. Non-submission of this information may lead to rejection of the offer.

- a) Income Tax Permanent Account Number: Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners, Tender Acceptance Letter etc. shall be furnished along with tender.
- b) Organization Chart: The organization chart of the bidder's organization, including names, addresses and contact information of the Directors/Partners may be furnished along with the offer.
- c) An attested copy of the Power of Attorney/Authorization letter, in case the tender is signed by an individual other than the sole proprietor.
- d) Proof of Turnover
- e) Proof of Registration Number for PF, ESI, GST Registration No. PAN etc.
- f) Evidence of minimum five years' experience.
- g) In Case of Individual Tender: His /her full name, address and place & nature of business.



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

- h) In Case of Partnership Firm: The names of all the partners and their addresses. A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.
- i) In Case of Companies: Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and Articles of Association are also to be furnished) Nature of business carried on by the company and the provisions of the Memorandum relating thereof.
- j) The Contractor should submit details of the terms and conditions of the personnel deployed by him at ITI. The contractor shall also ensure the police verification of each and every person deployed by him at ITI. The contractor shall also submit copies of the appointment letters of the personnel deployed at ITI, at the time of commencement of the contract or whenever change/replacement of any person (s) takes place during the period of the contract. The Contractor will also submit copies of ESIC card issued by Employee State Insurance Corporation and UAN No. of each security deployed at ITI premises within one month from the date of joining by security guards. Further the contractor shall submit monthly statement of Provident Fund and ESIC deposited contractor along with monthly invoice. ITI may ask to furnish the details of personnel deployed by the contractor at any time during the period of contract.

**XX. Language**

- a. The bidder shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.
- b. All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the bidder.

**XXI. Price Discrepancy:** In the case of financial bid opening, if there are differences between the rates given by the bidder in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:

- a) In case of lump-sum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.

**XXII. Evaluation of Bids**

- a) Technical bids submitted by the bidder will be opened first and evaluated for fulfilling the Pre-qualification criteria and other conditions in



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

NIT/Tender documents, based on documentary evidences submitted along with the offer.

- b) In case the same qualifying experience is claimed by more than one agency, then the agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour, consumables without tools & plants (T&P), then the responsibility of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, ITI reserves the right to ask for further proofs including submission of TDS certificates for the said job.
- c) In case the qualifying experience is claimed by private organizations based on work order and completion certificates from another private organization, ITI reserves the right to ask for further proofs including submission of TDS certificates for the said job.
- d) Assessing Bidder capacity for executing the current tender shall be as per Notice inviting Tender.
- e) Financial bids of shortlisted bidders (qualified in technical bid) shall only be opened.
- f) Financial bids of unqualified bidders shall not be opened.
- g) Conditional bids may be rejected by ITI. The technical evaluation shall be made strictly on the basis of the documents submitted by the bidders in support of the eligibility, the technical and commercial response. All the required information shall be furnished strictly in prescribed schedules/Annexure only. Any information indicated other than prescribed schedules/Annexure shall not be entertained. The financial evaluation shall be made on the basis of the total price/charges as indicated in the schedule of rates/ financial. ITI is not bound to accept the lowest quoted offer. Conditions, if any, on any document enclosed with financial Bid shall not be considered. ITI's decision in this regard shall be final and binding.

### **XXIII. Security Deposit:**

Upon acceptance of Tender, the successful Bidder is required to deposit an amount equal to 5% of the quoted L1 value or 6 lakhs, whichever is minimum as Security Deposit. The Security Deposit should be furnished before commencement of the work by the contractor. Security Deposit may be furnished in any one of the following forms:-

- a) Pay Order/Demand Draft in favour of ITI Ltd.
- b) The Security Deposit shall not carry any interest.



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

- c) ITI reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contracts with ITI.

**XXIV. Return of Security Deposit:**

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor after deducting all expenses /other amounts due to ITI, after completion of the contract plus three months.

**XXV. Validity of Offer:**

The rates in the Tender shall be kept open for acceptance for a minimum period of 120 (One Hundred and Twenty) days from last date of offer submission (including extension, if any). In case ITI calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenders.

**XXVI. Rejection of Tender and Other Conditions:**

- a. ITI reserves the right to accept or reject the tenders without assigning any reason whatsoever.
- b. Conditional tenders, unsolicited tenders, tender which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- c. Tenders are liable to be rejected in case of unsatisfactory performance of the bidder with ITI or blacklisted by ITI in the past or bidders who do not comply with the latest guidelines of Govt. of Karnataka/Ministry/Commissions of Govt. of India. ITI reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in position to execute this job as per the required schedule. The decision of ITI will be final in the regard.
- d. If a bidder who is a proprietor expires after the submission of his tender or after the acceptance of his tender, ITI may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, ITI may then cancel such tender at their discretion, unless the firm retains its character.
- e. ITI will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to execution of the contract. They may, however, recognize such power of attorney and changes after



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

- obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- f. If the bidder gives wrong information in his tender, ITI reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
  - g. Canvassing in any form in connection with the tenders submitted by the Bidder shall make his offer liable to rejection.
  - h. In case the proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in ITI, the authority inviting the Tender shall be informed of the fact as per specified format as per relevant annexure attached along with the offer.
  - i. The successful bidder should not sub-contract part or complete work detailed in the tender specification undertaken by him.
  - j. The Tender submitted by a techno commercially qualified bidder shall become the property of ITI who shall be under no obligation to return the same to the bidder. However, unopened financial bids and late tenders shall be returned to the bidders.
  - k. Discount letter, if any on financial price shall not be considered by ITI.
  - l. ITI shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

**XXVII. Cancellation of Contract in Full or in Part:**

ITI at its sole discretion can terminate the contract and claim demurrages, at any time during the period of contract, If the Contractor:

- a) At any time makes default in proceeding with the works with due negligence and continues to do so even after a notice in writing from the ITI Ltd.; or
- b) Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 15 days after a notice in writing is given to him in that behalf by the ITI Ltd.; or
- c) Fails to monthly /quarterly performance evaluation of the service provider/contractor by ITI; or
- d) Payment to security guards and supervisors is made in cash instead of making payment of salary in the bank accounts of guards through NEFT/RTGS.
- e) Salary to all Security Guards and Supervisor is to be made on or 07<sup>th</sup> of every month. In case of delay in payment of salary to Security Guards, ITI shall charge penalty of Rs.500/- for each day and amount shall be deducted from the bill of contractor.



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

- f) Recovers or deducts any charges from the salary of security guard or supervisor which is not acceptable to ITI.
- g) Violates any of the terms and conditions stipulated in the agreement/tender document.
- h) Despite repeated reminders by ITI, contractor continue to provide poor performance and services are not improved as desired by ITI. Contractor fails to pay to security guards prevailing minimum wages and as and when revised by authority.
- i) ITI may validate minimum wages paid by the contractor with concerned authority and if it is found in violation of minimum wages then the contract may be terminated by ITI.

**XXVIII. Law Governing the Contract and Court Jurisdiction:**

The contract shall be governed by the law for the time being in force in India. The civil court having original civil jurisdiction at Bengaluru shall have an exclusive jurisdiction in regard to all claims in respect of the Contract. No other civil court shall have jurisdiction in case of any dispute, under this contract.

**XXIX. Issue of Notice:**

- a) Service of notice on contractor: Any notice to be given to the contractor under the terms of the contract shall be served by sending the same by Registered Post/Speed Post/E-mail/Hand Delivery to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to ITI. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.
- b) Service of notice on ITI: Any notice to be given to ITI under the terms of the Contract shall be served by sending the same by post.

**XXX. Use of Office Space:** No space belonging to ITI shall be occupied by the contractor without written permission of ITI.

**XXXI. Commencement of Work**

- a. The contractor shall commence the work as per the time indicated in the Letter of Intent/Work Order from ITI and shall proceed with the same with due expedition without delay.



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

- b. If the contractor fails to start the work within stipulated time as per LOI/Work Order or as intimated by ITI at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with ITI will stand forfeited without any further reference to him without prejudice to any and all of ITI's other rights in this regard.
- c. All the work shall be carried out under the direction and to the satisfaction of ITI.

**XXXII. Rights of ITI:**

ITI reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

- a. To terminate the contract or get any part of the work done through other agency or deploy ITI's own/hired/otherwise arranged resources, at the risk and cost of the contractor after due notice period of two weeks by ITI in the event of:
  - (i) Contractor's continued poor performance
  - (ii) Failure to pay minimum wages to the deployed personnel as declared by State Government from time to time.
  - (iii) Salary of security guards and supervisor is made in cash instead of bank accounts through NEFT/RTGS.
  - (iv) Salary to all Security Guards and Supervisor is to be made on or 07<sup>th</sup> of every month. In case of delay in payment of salary to Security Guards, ITI shall charge penalty of Rs.500/- for each day and amount shall be deducted from the bill of contractor.
  - (v) Recovers and deducts any charges from the salary of security guard or supervisor which is not acceptable ITI.
  - (vi) The Contractor not submitting adequate documentary proof for payment of each component of minimum wages
  - (vii) Withdrawal from or abandonment of the work before completion of the work
  - (viii) Contractor's inability to progress the work for completion as stipulated in the contract
  - (ix) Poor quality work
  - (x) Corrupt act(s) of the Contractor
  - (xi) Insolvency of the Contractor
  - (xii) Persistent disregard to the instructions of ITI
  - (xiii) Assignment, transfer, sub-letting of contract without ITI's written permission
  - (xiv) Not fulfilling one or more contractual obligations



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

- (xv) If in the opinion of ITI, the contractor is overloaded and is not in a position to execute the job as per required schedule
- b. To effect recovery from any amounts due to the contractor under this or any contract or in any other forms, the moneys ITI is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. ITI shall levy overheads of 5% on all such payments.
- c. In the event of poor performance of the contractor or in the event that ITI incurs physical or financial damages on account of acts of the personnel deployed by the contractor, ITI shall be at liberty to get repairs / work done through other agencies and the expenses shall be recovered from the monthly payment due to the contractor. If the expenses / damages incurred exceed the monthly billing of the contractor, the contractor shall make good the balance amount to ITI.

**XXXIII. Responsibilities of the contractor in respect of local laws, employment of works etc.**

The contractor shall fully indemnify ITI against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities. The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.:

- a) The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.
- b) The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations etc. such as Payment of Wages Act, **Minimum Wages Act**, Workmen Compensation Act, Employer's Liability Act, Industrial Dispute Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus & Gratuity Act and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.
- c) The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition Act, 1970) as required from the concerned Authorities based on the certificate (Form-V) issued by the Principal Employer/Customer.





ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

- d) The Contractor shall pay all taxes, stamp duty, fees, license charges, deposits, tolls, royalties, commission or other charges which may be liable on account of his operations in executing the contract.
- e) Contactor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.
- f) The contractor shall be responsible for provision of potable drinking water for the deployed personnel.
- g) The Contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- h) The Contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.
- i) The Contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- j) All safety rules and codes applied by the ITI at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.
- k) The contactor shall arrange for such safety devices as are necessary for such type of work and carry out requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.
- l) Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by ITI. The contractor has to assist in HSE audit by ITI and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of ITI.
- m) The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet given all the payments given to the workers and duly signed by the contactor's representative should be furnished to ITI site for record purpose, if so called for.



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

- n) In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of ITI.

**XXXIV. Maintenance of Registers and forms:**

The contractor shall be responsible to maintain the registers/forms as required under the prevalent labour laws in force from time to time. The contractor shall maintain the above neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice.

**XXXV. Insurance:**

- a. It is the sole responsibility of the contractor to insure his materials, equipments, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work be carried out in protected area and all the rules and regulations of the ITI in the area of project which are in force from time to time will have to be followed by the contractor.
- b. If due to negligence and or non-observation of safety and other precautions by the contactors, any accident/injury occurs to the property/manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so by the appropriate authorities.
- c. The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/loss due to theft or otherwise till the same is taken over by ITI or customer. The contractor will submit necessary documents for lodging/processing of insurance claim. ITI will recover the loss from the contractor, in case the damage /loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to ITI for taking up with insurance. However this will not relieve the contractor of his contractual obligation for the material in his custody.

**XXXVI. Strikes & Lockout:**

- a. The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of seven days, ITI shall have the right to get the work executed through any other agencies and the cost so incurred by ITI shall be deducted from the Contractor's bills/deposits. Further, ITI



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

reserves the right to terminate the contract in case of any strike/lockout of the contractor.

- b. For all purposes whatsoever, the employees of the contractor shall in no case be deemed to be in the employment of ITI.

### **XXXVII. Monthly Payment**

The payment shall be released on monthly basis after the close of each month against the invoice provided by the contractor. The invoice for each month shall be prepared on the basis of actual working hours of personnel deployed and subject to verification by ITI. The monthly bill for the above said contract shall be submitted by the contractor by the 7<sup>th</sup> day of the following month and payment shall be released upon satisfactory performance, after adjusting any cost borne by ITI due to any damages / unfavorable situations caused by the contractor or his employees. Income tax and other taxes and surcharge at source, as applicable will be deducted from payments at the prevailing rates. The payment shall be made on submission of the following documents to the satisfaction to the ITI:

- a. Certificates (as per annexure-9 attached) with regard to payment made in accordance with the latest Minimum Rates of Wages as fixed from time to time as per the State Govt of Karnataka Administration. The Contractor shall furnish photo copies of monthly Wages Payment Sheet duly signed by individual employees along-with bills.
- b. Photo copies of Bank Challans of previous month for the amount deposited in the bank for ESI and PF along with certificate and list of employee whose ESI and PF has been deposited.
- c. Security guard wise statement of ESIC and PF deposited with concerned authority for the previous month to be submitted along with bill to ITI.
- d. Salary should be paid by service provider in the bank account of security guards through NEFT/RTGS and cash payment will not be allowed.
- e. The Contractor will furnish every month a certificate along-with bill to the effect that all statutory obligation/ requirements have been complied with in regard to wages, contribution to PF/ ESI/ Gratuity etc to their staff and ITI will not assume any responsibility thereto.



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

- f. In case of Non-compliance with any of the above condition ITI shall return the bill submitted by contractor and payment shall be released after compliance by the contractor.
- g. Attested photocopy of NEFT/RTGS, Demand Draft w.r.t. payment of salary to security guards, and PF, ESI and other statutory dues shall be submitted to along with monthly bills.
- h. Invoice generated by the contractor should be GST compliant and should be as per requirement of ITI.
- i. Salary to all Security Guards and Supervisor is to be made on or 07<sup>th</sup> of every month. In case of delay in payment of salary to Security Guards, ITI shall charge penalty of Rs.500/- for each day and amount shall be deducted from the bill of contractor.
- j. The contractor shall compulsorily issue the salary slip to every security guards and supervisor in the following format;

Name of Employee:		Designation:		
Month:		No of days present & duty:		
Salary Statement		ESI No:		
		PF No.		
	Amount payable as per Minimum wages act	Amount paid		
Basic			Deduction Amount	
Special Allowances			EPF	
DA			ESI	
Bonus				
Gross wages			Total Deductions	
Net Payable (Rs.)				

It is clarified that the aforementioned format is indicative and the Contractor shall pay the manpower components stipulated under Minimum Wages notified by the Government of Karnataka from time to time. It is further clarified that each manpower shall be deployed for not more than one duty per day. Accordingly, ITI shall not be liable to pay overtime.

#### XXXVIII. Force Majeure

The following shall amount to Force Majeure:

Signature of Bidder with Company Seal



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

- a) Acts of God, act of any Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, flood, Fire, Cyclones, Earth quake and Epidemic, Sale of building by ITI and other similar causes over which the contractor has no control.
- b) If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to ITI in writing the causes of delay and the contractor shall not be eligible for any compensation.

**XXXIX. Arbitration & Reconciliation:**

- a. In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the contractor in any manner touching upon the contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by ITI.
- b. The award of the Arbitrator shall be binding upon the parties to the dispute.
- c. Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be held at Bengaluru and the language of the proceedings shall be in English. Subject to the above, the Courts at Bengaluru alone shall have the jurisdiction to deal any disputes between the Parties pertaining to the contract.
- d. The cost of arbitration shall be borne equally by both the parties.
- e. Work under the contract shall be continued during the arbitration proceedings.
- f. Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by ITI and future blacklisting of the contractor.

**XL.** General Conditions of the Contract Tender form and Special Conditions of the Contract will form the part of the contract.



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

**XLI.** All Annexures are to be submitted with the bids duly signed.

**XLII.** The contractor shall station a four wheeler along with the driver cum guard in all the shifts exclusively for the patrolling duties in ITI.

The contractor is bound to provide the following:-

- 1) ID Badges for Security Supervisor and Guards.
- 2) Pairs of Khaki Uniform every year (free of cost).
- 3) 1 pair of Shoes Black in every One year and Torn/wear to be replaced.
- 4) Provide 30 No's of Torches.
- 5) Provide 10 No's of Cycles.
- 6) Agency Bank account should be in SBI, Doorvani Nagar.

**29. Special Conditions of the Contract:**

- i. Manpower: The Contractor shall deploy adequate manpower including relievers at ITI premises and other sites of ITI to the satisfaction of ITI in appropriate shift duties (at least the stipulated number in tender document) with requisite qualifications, professional competency and work experience in respective areas of their duties as outlined above in Scope of Work. The services of the personnel deployed at sites, shall be made available round the clock including Sundays and holidays without any extra payment. ITI will not be responsible for any overtime payments to the personnel deployed by the contractor for any reason whatsoever. Duty allocation and roaster control shall be the contractor's responsibility. Exact working hours will be fixed in consultation with officer-in-charge of ITI. ITI reserves the right to advise replacement/change in the manpower deployed by the contractor, if his service is not found satisfactory. In case the proposed manpower deployed by the Contractor is reduced, the monthly charges will also be reduced proportionately. Similarly, the charges for extra deployment would be modified based on the applicable rates quoted in the bid.
- ii. The contractor shall also deploy a qualified and experienced Security Supervisor (as above) at site, who should have worked with the contractor for a minimum period of one year and already handled similar job in a high rise building/modern storied building/with an organization of repute. The supervisor shall be responsible for liaising the activities at site.



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

- iii. The contractor has to provide at least two proper sets of uniform with his organization's name/logo, shoe, raincoat, umbrella and I-card etc. to the manpower deployed at ITI.
- iv. ITI reserves the right to terminate the contract without assigning any reasons whatsoever giving one month notice to the contractor. Similarly the contractor will also have to give three month notice in case contractor wants to discontinue the contract.
- v. The rates quoted by the bidder for service charges will remain firm during the currency of the contract. However, as and when minimum wages are revised by the government same shall be revised by ITI and revised minimum wages shall be paid by ITI.
- vi. Details of cases pending with any Court of Law, if any, status thereof, to be submitted.
- vii. The Contractor will have to pay at least minimum rates of wage, circulated from time to time by Govt. of Karnataka under the Minimum wages Act, to the personnel deployed by him at ITI. Payment to the workers shall be paid directly in their bank account through Bank as per latest guidelines of Labour Department.
- viii. The contractor shall be liable for indemnifying the ITI from any liability on account of his employees and/or meeting any Statutory Obligations required under labour Laws of the Central/State Government(s). ITI will therefore not assume any responsibility thereto.
- ix. The contractor have to note that all the moveable and immoveable assets existing in the premises are to be taken care of him/Security Agency and in case of any loss, damage or theft, the agency will responsible for any loss caused to ITI on account of security lapses. In this connection, contractor have to maintain a stock register at the site.
- x. If the security guards deployed by the contactor are not suitable due to negligence or any other reasons of whatsoever nature, he has to change the security guards immediately. The contractor has to depute their Supervisor on daily basis to the above site to monitor the guards on duty.
- xi. ITI reserves the right to reject any of the offers at technical/financial stage, if the same is not upto the expectation of ITI without assigning any reason.



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

- xii. The employee of contractor will ensure strict discipline and behavior and diligent performance of their duties most befitting to the décor of the most modern mechanized building and the employees of contractor shall not in any manner cause any interference, annoyance, nuisance etc. to ITI staff or its business or working and will be liable for immediately replacing the individual employee if the services rendered by him are not found to be satisfactory.
- xiii. The security guards proposed to be posted at our office premises must be in appropriate uniform, well-behaved, trust-worthy, honest, sincere, vigilant and competent enough to safe guard the premises. The police verification certificates in respect of the guards to be deployed at our premises should be furnished to us, in original, for our record.
- xiv. ITI is not responsible for any injury/death caused to the employees provided by contractor at ITI. It will be the responsibility of contractor to abide with the all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by ITI in this regard.

**30. DETAIL SCOPE OF WORK:(This shall be part and parcel of agreement)**

The Agency shall provide:

Security Guards- 73 (Factory-22, Township-44, Corporate Office-07)

Lady Searcher-01

Office Assistant (with computer Knowledge) – 1

CCTV operator-01

Security Supervisors-06 (Factory-02, Township-03 & Corporate Office-01)

Security supervisor (E.city) - 1

The requirement from 01<sup>st</sup> Nov/2020 for Colony Security at ITI Township 'A' & 'B' Areas Dooravaninagar, Bengaluru-560 016.

On a working schedule of 8 Hours a day and on 7 days a Week basis (round the clock) with following Shift timings:

1<sup>st</sup> Shift - 06:00 Hrs to 14:00 Hrs

2<sup>nd</sup>Shift - 14:00 Hrs to 22:00 Hrs

3<sup>rd</sup> Shift - 22:00 Hrs to 06:00Hrs

Any other shift timings, if any would be intimated by ITI.

The Security personnel(s) shall be reported **30 Minutes** prior to the commencement of their respective shifts.

**SCHEDULE OF RESPONSIBILITIES:**

Supervisors/Security Guards may be deployed among the under mentioned posts as per requirement/urgency.

**1) PATROLLING GUARD:**

The Patrolling Guard will be overall in charge of his Shift. He will be

Signature of Bidder with Company Seal

Page 32 of 57





responsible for detailing of Security Guards and will ensure their good performance and good turnout of his staff. He will report to the Shift Officer / Shift Supervisor / Security Officers / Manager (Security Services) about all untoward incidents/happenings suspicious movements in and around A&B Area. He will be patrolling in 'A' & 'B' Area.

2) CMD's, DR(P)'s, DR(F)'s, DR(HR)'s, DR(MKG)'s & CVO's BUNGALOWS:

He is responsible for controlling of all Visitors to the residence with the permission of CMD/DRP/DRF/DR(HR)/DR(MKG)/CVO. He will ensure safety and Security of all the premises and will carry out periodic rounds in the compound. He will be responsible to lock the Main entrance gate/wicket gates. He should not leave the post until a replacement has come to his post. He also should report any incident around the Bungalows to Shift Officer/Supervisor by phone.

3) CHILDREN PARK & GENERAL PARK:

He will be responsible for the safety and security of the parks premises. He will also be responsible for the various Electrical/Construction structures in the park premises. He will allow Visitors only with the authorized timings unless instructed otherwise. He will not allow any unauthorized persons to avail Company's Food stuff served in the park. He has to open and close the Main Gate between 4pm to 7pm for public. Ensure no vendors are selling food stuff.

4) PUMP HOUSE:

Pump House guard should take care of the underground storage Tank which is very important. Patrolling inside the Pump House area. Any untoward incident should be informed to the Shift Supervisor/Shift Officer.

5) COMMUNITY HALL:

He will be responsible for the safety and security of the Community Hall, Temple area and adjoining Green Wood area. He will patrol the above areas and clear all undesirable intruders and prevent destruction of structures, trees available in that area. He is responsible to prevent any possible theft in that area and also Community Hall to Plant Electrical Left & Right roads.

6) 'A' AREA S.T. PLANT:

He will be posted in 'C' Shift and will be responsible for the safety and security of the Plant and its surroundings. He will always be very alert and vigilance to prevent any possible damages, losses to the Company property in that area.

7) 'A' & 'B' GATE:

This is very vulnerable and important post in 'A' Area. Only smart and capable guards will be posted. He will be responsible to control the entire traffic to and from the Colony through this Gate. Heavy Lorry, Trucks, Trailers are not to be permitted unless authorized. Private vehicles including Buses / Tempos / school vans are to be allowed checking ITI issued Passes. The Gate will be locked from 11.00pm to 05.00am on all days and key is deposited at CMD's



residence gate office. He is responsible to patrol South Avenue Road to ensure security of 'A' & 'B' type Quarters. He will enter the Registration Number of vehicles which are entering Township area.

8) 'A' AREA PATROLLING:

One Guard each in 'A', 'B' & 'C' Shifts will be posted. He will patrol the entire Colony. He will report all untoward incidents/happenings, suspicious movements and will also check locked/vacant houses. He will sign on the Beat Books wherever provided. During his rounds, he will prevent any untoward incidents noticed and take prompt action to report to his superiors/police.

9) SOUTH AVENUE / SCHOOL AREA:

The Guard should patrol in this area and take care of the area, School, A& B type Quarters, Auditorium, Water Tank, CBSC School, 'Y' Road. Ensure that there should not be unauthorized movements in these areas.

10) NORTH AREA POST:

The Guard should patrol from G-7 Gate to Community Hall, North Circle and Creche. He should ensure to stop the movement of unauthorized persons like Rag Pickers, Vendors and Miscreants in these areas. Any incident takes place, it should be immediately reported to Shift Officer/Shift Supervisor.

11) CENTRAL AVENUE AREA POST:

The Guard should patrol from Main Gate to 'A' & 'B' Gate area including Hospital premises, He should ensure to stop the movement of unauthorized persons like Rag Pickers, Vendors and Miscreants in these areas. Any incident takes place, it should be immediately reported to Shift Officer/Shift Supervisor.

12) HOSPITAL GATE:

The Guard should control the vehicles and should not allow Autos, Cars inside except emergency. He also watch the generator installed in the parking area for Hospital.

13) EAST RING ROAD:

The Guard should patrol from ST Plant 'A' Area to the Farm-II Wicket Gate. Prevent unauthorized movements, miscreants prone area from Farm-II, Coconut grove in Farm-II also his duty area.

14) WICKET GATE:

He should patrol from Wicket Gate to Farm-II Wicket Gate. There are entries through perimeter wall inside the colony where he should monitor the movements.

15) HOSPITAL PREMISES (INSIDE):

He should patrol inside the Hospital ground floor and 1<sup>ST</sup> floor. He should check the Solar Heater panels are fixed on the top of the hospital roof. He



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

should handover unauthorized, suspicious persons to the Shift Officer of Security Department.

**'B' AREA:**

**16) PATROLLING GUARD:**

The Patrolling Guard will be overall in charge of his Shift. He will be responsible for detailing of Security Guards and will ensure their good performance and good turnout of his staff. He will report to the Shift Officer / Shift Supervisor / Security Officers / Manager (Security Services) about all untoward incidents/happenings suspicious movements in and around A&B Area. He will be patrolling in 'A' & 'B' Area.

**17) GUEST HOUSE:**

He should patrol around Guest House, ITI Officers Club and Ground and ensure that no damages done to the Company property. At Guest House frequent Visiting of VIPs will be there, he should be very vigilant while on duty. The guard should switch on and off the building Security lights around the building every day evening and morning. Any incidents to be reported to the Shift Supervisor / Shift Officer.

**18) S. T. PLANT:**

He should patrol around ST Plant 'B' Area, Old Wood Works, buildings inside of DUSS, MUSS and take care of the Company properties. In 'B' & 'C' Shift both patrolling Guard and ST Plant Guard will patrol together and check all the above said area. Switch On and Off the security lights in the building during morning and evening. Controlling of movement of unauthorized persons and strangers. Any incidents to be reported to the Shift Supervisor / Shift Officer.

**19) WOOD WORKS:**

The Guards should guard the Wood Works area where lot of materials are stored. They should patrol the area often and prevent thefts and entry of miscreants inside the premises. Any untoward incidents happened he immediately informed to the Shift Officer of Security department.

20) Apart from weekly off, national holidays the security personnel(s) under this contract are eligible for CL-12, and EL-15 in a year. Granting of leave/ weekly off etc will be the responsibility of the agency without comprising the duties and responsibilities assigned by ITI to the agency. A penalty of Rs. 100/- per man shift will be levied for post remaining vacant. However, the required personnel (s) may increase or decrease based on the instructions of the supervisors/ security officer.

**GENERAL INSTRUCTIONS:**

Apart from the above all the Guards should be prompt in the duty timings with good turnout and discipline. They should not allow any outsiders to roam

Signature of Bidder with Company Seal

Page 35 of 57



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

around in the colony and should question persons with suspicious movements. They should always be vigilant to protect the Company property and advised to seek the help of other nearby guards or Shift Supervisor in case of emergency. They should control and regulate the vehicular movements on the Township roads. They should not allow any Vendors, Sellers etc., to move around the colony without permission of competent authority. They should not allow the display of any publicity materials in the Township area without proper permission.

It may be noted that the above responsibilities enumerated above are neither total nor final. Instructions of the ITI Security Supervisors / Officers / MANAGER (Security Services) given from time to time will be implemented in full. The required total number of Guards will be provided in full always and on all days. All efforts made to maintain a high profile and a high standard of turnout and performance.

### **31. Disclaimer**

The issue of this document does not imply that the COMPANY is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Company reserves the right to reject all or any of the Bidder or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Company or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidder Process.

**SIGNATURE OF THE BIDDER**



## TENDER FORMS

## ANNEXURE – A

### QUALIFICATION & PHYSICAL STANDARDS

1. Educational Qualification: For Supervisors- Minimum PUC passed/Graduate will be preferred  
For Guards- Minimum SSLC passed
2. Age limit : Below 50 (Fifty) years for Supervisors and for guards below 40 (Forty) years.
3. Physical Standards : Height- Minimum 5'5" with good health and Physique
4. Languages : Should have knowledge of Kannada, English and Hindi
5. The shift timings of the security personnel (s) should not be synchronized with our Factory shift timings.
6. The Uniform provided to Security Guards should be "Khaki" in color, and the discipline/ turnout should be in par with the Industrial Security Staff.
7. The agency should abide by all statutory obligations before posting their personnel(s).
8. Any loss of property reported in the area entrusted to the Contract agency, shall be compensated to ITI by the agency.
9. For effective supervision and rendering high standards in Security standards, the agency should provide whatsoever equipment necessary to the security personnel (s).
10. The agency may have to make their own arrangements for food and transport.
11. Any other requirement of ITI that may arise from unforeseen circumstances shall be included in the contract agreement.
12. Liasoning with the concerned Police Station with regard to Security issues would be the duty of the security agency.



**ANNEXURE – B**

Ref: ITI/BGP/SECURITY/Security Services/ 20-21/1

Date \_\_\_\_\_

**SUB: CONTRACT FOR PROVIDING SECURITY SERVICES AT ITI FACTORY/  
TOWNSHIP / CORPORATE OFFICE IN BENGALURU ON CENTRAL GOVT. WAGE  
STRUCTURE**

Security Agency should furnish its Company profile including details as under. Copies of the relevant certificates such ESI, PF code nos., existing Contract License, Experience Certificate, IT returns for three preceding years to be enclosed.

01	Name of the Firm / agency	
02	Address of the office premises	HQ:
		Office in Bengaluru
03	Telephone no. / FAX / email-Address	
04	Is the company a) Public Limited Company b) Private Ltd Company c) Proprietary d) Others (please specify) Year of establishment of the company	
		If proprietary, details of the owners along with copy of their Aadhaar Card to be provided.
05	Details of license number under contract labor (Regulation & Abolition Act 1970) and the rules thereon	
06	Registration number under PASARA	
07	Enclose latest Income tax certificates	



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

08	Indicate the ESI registration Code No. and enclose a copy of the same	
09	Indicate the PF registration Code No. and enclose a copy of the same	
10	No. of Guards presently employed with the agency. Provide copy of the manpower status	
11	Training facilities available with the company	
12	Details of the languages known (read / write / speak) by the manpower employed by your agency	
15	Have you registered all your workmen under PF & FP scheme?	
16	List of clients with their addresses and details of security guards employed with each client in Bengaluru and other cities	
17	Specimen copy of the contract signed with any other client presently being served by your agency, along with satisfactory performance certificate of the client	
18	A certificate duly signed by authorized signatory to the effect that all security guards/ supervisors and field officers, employed have been fully verified by the police authorities about their character and antecedents	
19	A certificate signed by authorized signatory of the company stating that all terms and conditions mentioned in this bid document are acceptable.	
20	A certificate signed by authorized signatory of the company that they have not been blacklisted by any client	

Signature of Bidder with Company Seal

Page 39 of 57



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

	till the date of this bid.	
21	Letter on the agency letterhead declaring that the bidder is the proprietor of the agency and is authorized to sign / negotiate this bid offer.	
22	Details of any litigation history, if any	
23	Details of statutory and non – statutory benefits to the employees	
24	Details of EMD/ BG enclosed	
25	Details of salary breakups provided in percentage	
26	Last financial years Turnover (Rs in Lakhs) 2016-17, 2017-18, 2018-2019 and 2019-2020	

I / we certify that we have furnished all the information to the best of our knowledge and the information is true. It is understood that the information furnished above will be treated as confidential and will not be divulged to any unauthorized persons.

**Signature of the agency**





ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

**Annexure - 1**

**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Date:

To,  
Manager(SYS),  
ITI Limited  
-----

Sub: Acceptance of Terms & Conditions of Tender.

Ref: ITI/BGP/SECURITY/Security Services/ 20-21/1

Date\_\_\_\_\_

**Name of Tender / Work:** - For engaging of registered Security Agencies for providing Security Services at ITI Factory/ Township/Corporate Office Bengaluru on Central Govt wage structure

**Dear Sir,**

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site [www.itilttd-india.com](http://www.itilttd-india.com) as per advertisement, given in the above mentioned website.
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents of all pages (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by department/ organization has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking/Private organization.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit or both absolutely.

Place:

Date:

Signature of authorized person

Signature of Bidder with Company Seal

Page 41 of 57



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

**Annexure -2**

**OFFER FORWARDING LETTER/TENDER SUBMISSION LETTER**

(To be typed submitted in the letter Head of the Company/firm of Bidder)

Manager (SYS)  
ITI Ltd.

-----

Dear Sir,

Sub: Submission of Offer against Tender No.

Ref: ITI/BGP/SECURITY/Security Services/ 20-21/ Date \_\_\_\_\_

I/We hereby offer to carry out the work detailed in the Tender Specification issued by ITI Limited, in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the Tender documents and shall abide by the same.

- i) Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by ITI.
- ii) Notice Inviting Tender (NIT)/ (Technical Bid)
- iii) Financial Bid
- iv) Documents referred to in tender document
- v) Forms and Procedures

Should our Offer be accepted by ITI for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by ITI.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the tender document.

Date:

Place:

Authorised Representative of Bidder



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

**Annexure -3**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

(To be typed submitted in the letter Head of the Company/firm of Bidder)

Manager (SYS)  
ITI Ltd.  
-----

Dear Sir,

Sub: Declaration by Authorised Signatory

Ref: ITI/BGP/SECURITY/Security Services/ 20-21/ Date \_\_\_\_\_ and all other pertinent issues till date

I/We hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, condition, stipulations and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my company/firm for the above mentioned tender and a valid Power of Attorney/Authorization letter to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Enclosed: Power of Attorney/Authorization letter



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

## Annexure -4

### DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

(To be typed submitted in the letter Head of the Company/firm of Bidder)

Manager (SYS)

ITI Ltd.

-----

Dear Sir,

Sub: Declaration confirming knowledge about Site conditions

Ref: ITI/BGP/SECURITY/Security Services/ 20-21/ Date \_\_\_\_\_ and all other pertinent issues till date

I/We \_\_\_\_\_ hereby declare and confirm that we have visited the site as referred in ITI Tender Specifications and acquired full knowledge and information about the site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out works as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized Representative of the Bidder)

Date:

Place:

Signature of Bidder with Company Seal

Page 44 of 57



ITI Limited, Bangalore Plant, Doorvaninagar, Bangalore – 560016

**ANNEXURE -5**

**NO DEVIATION CERTIFICATE**

(To be typed submitted in the letter Head of the Company/firm of Bidder)

Manager (SYS)  
ITI Ltd.

-----

Dear Sir,

Sub: Declaration by Authorized Signatory

Ref: ITI/BGP/SECURITY/Security Services/ 20-21/ Date \_\_\_\_\_ and all other pertinent issues till date

We hereby confirm that we have not changed/modified/materially altered any of the tender documents as downloaded from the website/issued by ITI and in case of such observance at any stage, it shall be treated as null and void and his tender shall deemed to be withdrawn.

We also hereby confirm that we have neither set any Terms and Conditions nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse bidding process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid reference.

Thanking you,

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Signature of Bidder with Company Seal

Page 45 of 57

**Annexure -6****DECLARATION FOR RELATION IN ITI**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

Manager (SYS)  
ITI Ltd.

-----

Dear Sir,

Sub: Declaration for relation in ITI

Ref: ITI/BGP/SECURITY/Security Services/ 20-21/ Date \_\_\_\_\_.

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner (s)/Director(s) employed in ITI

Tick(✓)any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in ITI

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm have relation/relatives employed in ITI and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.

2. If ITI Management comes to know at a later date that the information furnished by the Bidder is false, ITI reserves the right to take suitable action against the Bidder/Contractor.

**Annexure -7****NON DISCLOSURE UNDERTAKING (INTEGRITY PACT)**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

**NON DISCLOSURE UNDERTAKING (INTEGRITY PACT)**

I/We understand that ITI is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s \_\_\_\_\_ who

are submitting offer for providing services to ITI against Tender No. ITI/BGP/SECURITY/Security Services/ 20-21/ Date \_\_\_\_\_, hereby undertake to comply with the following in line with Information Security Policy of ITI, as applicable from time to time.

To maintain confidentiality of documents & information which shall be used during the period of the Contract.

The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of ITI

(Signature, date & seal of Authorized

Signatory of the bidder)

Date:

**DECLARATION**

(TO BE TYPED ON A LETTER HEAD OF THE COMPANY/ FIRM)

Manager (SYS)

ITI Ltd.

-----

Dear Sir,

Ref: ITI/BGP/SECURITY/Security Services/ 20-21/ Date \_\_\_\_\_

Dear Sir,

1. We have carefully read and understood all the terms and conditions of the tender and hereby convey our acceptance to the same.
2. The information / documents furnished along with the above offer are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.
3. We have apprised our self fully about the job to be done during the currency of the period of agreement and also acknowledge to bare consequences to of nonperformance or deficiencies in the services on our part.
4. We have no objection, if enquiries are made about the work listed by us.
5. We have not been blacklisted by ITI or any other organization where we have worked. Further, if any of the partners/directors of the organization /firm is blacklisted or having any criminal case against them, our bid shall not be considered. At any later point of time, if this information is found to be false, ITI may terminate the assigned contract immediately.
6. We have not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude.
7. We agree that the decision of ITI in selection of Bidders will be final and binding to us.

Date:

Place:

Signature of authorized person

Full Name &amp; Designation:

Company's Seal:

N.B: The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Bid.



**(On Company Letter Head)**

Ref No.

Dated: \_\_\_\_\_

Manager (SYS)  
ITI Ltd.  
-----

Dear Sir,

**CERTIFICATE**

It is certified that all the dues of personnel deployed at ITI Site, for the said contract, have been paid upto..... by us, in accordance with the latest minimum rates of wages, as

Fixed by the State Govt. / Karnataka Administration wages act/ state regulation order. All the statutory obligations/requirements have been complied with, in regards to payment of wages, contribution to PF/ESI/Gratuity/Bonus etc. and any other dues have been met and ITI will not assume any responsibility thereto. The Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 have also been complied with.

Further, certified that the consolidated monthly payment challans to ESI & PF authorities includes the contributions deducted from all personnel deployed at ITI Bhavan.

Further, Salary to all Security Guards and Supervisor is made on\_\_\_\_\_. In case of delay in payment of salary to Security Guards, ITI shall charge penalty of Rs.500/- for each day and amount may be deducted from the bill of contractor.

We also confirm that the wages of workers were credited to their bank account on\_\_\_\_\_.

ESI contribution relating to workers amounting of Rs.\_\_\_\_\_ was deposited on\_\_\_\_\_ (copy of challan enclosed).

EPF contribution relating to workers amounting of Rs.\_\_\_\_\_ was deposited on\_\_\_\_\_ (copy of challan enclosed).

Regards

Signature

(Name of the Concerned Person)

For &amp; on behalf of (Name of Company)

Seal of the Company

**Annexure-10****CONTRACT AGREEMENT FORMAT**

(To be executed on Non-judicial Stamp Paper of Rs.700/- (200+500))

This agreement made this day of ..... day of ....., 2020 between ITI Limited, a Company

incorporated under the Companies Act, 1956, having its Office at ITI Ltd..... 560016. (hereinafter referred to as “ITI”, which expression shall unless repugnant to the context and meaning thereof includes its successors and assigns) of the ONE PART.

AND

M/s .....Name and address of contractor..... (hereinafter referred as “Contractor”) of

the SECOND PART which expression shall unless repugnant to the context and meaning thereof includes its successors and assigns) of the SECOND PART.

AND WHEREAS

- A. ITI is desirous of availing the services for .....(Name of work).....hereinafter referred to as “(The work)” at its Office at ITI Ltd Bengaluru plant Dooravanainagar Bengaluru-560016 (hereinafter referred to as “ITI”);
- B. The Contractor has represented that the Contractor is sufficiently equipped to carry out and possesses extensive experience in the field of (.....Name of work.....) in accordance with the terms and conditions prescribed in this regard;

In response to an invitation of NIT/Tender No. .... dated ..... issued by ITI for .....(Name of Work)....., the Contractor submitted his/their offer dated ..... and whereas ITI relying upon the representation of the Contractor has accepted the offer of the Contractor on the terms and conditions specified in the Letter of Intent No./Award Letter/Work Order No. .... dated ..... read with the reference cited therein and also the terms and conditions laid down in the NIT issued/ published in the newspapers and mentioned in ITI website [www.itiltd-india.com](http://www.itiltd-india.com).

C. The tender documents including the notice letter, inviting tender, instruction to bidder, General Conditions of Contract, Special Conditions of Contract, corrigendum/addendum if any, Bill of Quantities (BOQ)/Price schedules, General obligation, Specifications, Time schedule of completion of jobs, Acceptance of Letter of Intent/Award letter/Work order and any statement of agreed variations, if any, shall be read as “Mutatis Mutandis” form part of this Contract though separately set out herein and are included in the expression " the Contract" wherever herein used.

D. Nature of Contract

The Agency shall provide:

Security Guards- 73 (Factory-22, Township-44, Corporate Office-07)

Lady Searcher-01

Office Assistant (with computer Knowledge) – 1

CCTV operator-01

Security Supervisors-06 (Factory-02, Township-03 & Corporate Office-01)

Security supervisor (E.city) - 1

The requirement from 01<sup>st</sup> NOV/2019 for Colony Security at ITI Township ‘A’ & ‘B’ Areas Dooravaninagar, Bengaluru-560 016

On a working schedule of 8 Hours a day and on 7 days a Week basis

(round the clock ) with following Shift timings:

1st Shift - 06:00 Hrs to 14:00 Hrs

2nd Shift - 14:00 Hrs to 22:00 Hrs

3rd Shift - 22:00 Hrs to 06:00Hrs

Any other shift timings, if any would be intimated by ITI.

The Security personnel(s) shall be reported 30 Minutes prior to the commencement of their respective shifts.

E. The Period of Contract:

a) The contract shall be valid for the period of TWO years (24 Months) with effect from.....

b) The Contract will be initially for a period of **TWO years** with a provision of one-year extension subject to evaluation of the performance of service provider/Contractor by ITI before end of second year contract. In the event of extension of contract for the third year the service charges shall be the same as that quoted by the bidder for the first two years and all other terms and conditions will remain unchanged. The performance of the service provider/Contractor will be evaluated every year on a continuous basis and the extension /renewal of contract will be based on performance evaluated by ITI.

c) ITI reserves the right to terminate the contract without assigning any reasons whatsoever giving one month notice to the contractor. Similarly the contractor will also have to give three month notice in case contractor wants to discontinue the contract.

F. The Scope of Work:

The security post as per the Annexure- (as mentioned details in tender document at serial no. 30) is part of this agreement and to carry out the patrolling and all other duties of securities as per the instructions of the Head of Security, ITI Ltd or any of his deputies.

G. The payment of wages will be as per the Central Government Minimum Wages Act, the current rate of wages and other related payments is noticed for the purpose from time to time as follows.

**As per CENTRAL GOVERNMENT MINIMUM WAGES RATE in Indian Rupees**

SL.NO	Details of Wages	For Supervisors	For Security guards / Lady searcher	Office Assistant
01	Basic			
02	VDA			
03	PF			
04	ESI			
05	Service Charges			
06	Any other charges			
07	Service Tax			
	TOTAL			

**NOW THEREFORE, THIS AGREEMENT WITNESS AS FOLLOWS:**

1. This Agreement shall come into force with effect from ..... and shall remain in force till .....
2. That the Contractor shall carry out/ execute the work of (...name of work...) more particularly described in the Tender specifications of Tender No. ITI/BGP/SECURITY/Security Services/ 20-21/ Date \_\_\_\_\_, read with scope of work, general terms and conditions as per the tender, various declarations submitted as part of bid by the Contractor which form a part of the Contract.

3. The contractor has furnished to ITI Security Deposit equivalent to 5% of the quoted L1 value in the form of Demand Draft/Pay Order/Bank Guarantee, towards satisfactory performance and completion of the Contract.
4. That in consideration of payments to be made to the Contractor by ITI in accordance with LOI /Work order dated ..... given by ITI prior to this agreement, the Contractor hereby covenants and undertakes with ITI that the contractor shall execute and carry out the work in conformity, in all respects with the terms and conditions specified in this Agreement and the documents submitted by him, governing the same.
5. That the Contractor shall be deemed to have carefully examined the workload specified in the tender document, this Agreement and the documents submitted/governing the same and also to have satisfied himself as to the nature and character of work to be executed buy him.
6. That the Contractor shall carry out the services of the said work to the complete satisfaction of the officer nominated by ITI for this purpose.
7. That ITI shall be entitled to deduct from the Contractor's running bills or otherwise income tax or such other taxes as provided in the Income Tax or law of land.
8. That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on ITI and/ or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to ITI or Contractor's obligations shall remain unaffected.
9. The Contractor shall duly comply in all respects, with the provisions of all statutes, rules and regulations applicable to it and/or its employees including but not limited to the Minimum Wages Act, Employees Provident Fund and Miscellaneous Provisions Act, Employees State Insurance Act, Payment of Bonus Act, Contract Labour (Regulation & Abolition) Act or other statutory rules, regulations, bye-laws as applicable or which become applicable in future.
10. That the payments made to the Contractor's employees or otherwise, under statutory obligations, on behalf of the Contractor, shall be liable to be adjusted /recoverable from the payments accrued to the Contractor.
11. That all documents signed/submitted/agreed upon by the Contractor specified in the scope of work, ITB, special/general terms and conditions as

per the tender, various declarations submitted as part of the bid, will form part of this Contract.

12. That the Contractor shall pay to the workers deployed by him at ITI as proposed in the offer referred above and in compliance with prevailing minimum wages as declared by Govt. of Karnataka time to time.
13. The Contractor shall at all times be solely responsible and/or liable to issue and maintain adequate insurance for the life and safety of its employees and shall ensure that the said insurance policies do not lapse.
14. The Contractor shall indemnify and keep indemnified ITI against all claims, demands, suits and proceedings whatsoever that may be brought or made against ITI by or behalf of any person, body, authority, whomsoever and all penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatever nature which ITI may now hereafter be liable to pay or sustain by virtue of or as a result of the performance or non-performance by the Contractor of any of the terms and conditions of this Agreement or applicable laws.
15. The Contract hereby agrees that it shall not assign or transfer or sub-contract this Agreement or part thereof to any third party under any circumstances.
16. Notwithstanding anything contained herein above, ITI shall have the right to terminate this Agreement at any time during its currency by giving one months' notice to the Contractor without assigning any reason and ITI shall be entitled to recover any money becoming due under this Agreement from the Contractor.
17. Any dispute or difference of any nature whatsoever regarding any right, liability, act, omission of either of parties hereto arising out of or in relation to this agreement or any matter incidental thereto shall be referred to the arbitration of a single arbitration as per the provisions of the Arbitration & Conciliation Act, 1996. The Arbitrator shall be appointed by the CMD of ITI and the parties shall bear the costs of such arbitration in equal shares. Such arbitration shall be held at Bengaluru and the courts at Bengaluru alone shall have the jurisdiction to deal with the arbitration proceedings and the awards in accordance with law.



In witness hereof, the parties hereto have respectively set their signatures in the presence of:

Signed by: \_\_\_\_\_

For and on behalf of the Contractor or by an authorized person or holding a valid Power of Attorney in the presence of \_\_\_\_\_

Witness: \_\_\_\_\_

Signed by: \_\_\_\_\_

For and on behalf of ITI Ltd. in the presence of \_\_\_\_\_

Witness: \_\_\_\_\_



(On the letter head of the Bidder )

Date:

**Financial Bid**

Manager (SYS)  
ITI Ltd.  
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Dear Sir,

Sub: **Financial Bid for** Engaging of registered Security Agencies for providing Security Services at ITI Factory/ Township/Corporate Office Bengaluru on Central Govt wage structure by ITI Ltd Bengaluru plant.

Dear Sir,

We have carefully read and understood all the terms and conditions of the tender ITI/BGP/SECURITY/Security Services/ 20-21/ Date \_\_\_\_\_ and understand that ITI requires security supervisors, security guards total **number 87** as detailed below

**As per CENTRAL GOVERNMENT MINIMUM WAGES RATE in Indian Rupees**

SL.NO	Details of Wages	For Supervisors	For Security guards / Lady searcher	Office Assistant/Computer operator
01	Basic			
02	VDA			
03	PF			
04	ESI			
05	Service Charges			
06	Any other charges			

Signature of the Bidder with Company Seal





07				
08				
09				
10				
11	Service Tax			
	TOTAL			

Our unconditional and irrevocable financial bid for carrying out all services.

We understand that evaluation of financial bids will be based on the Rupee amount submitted herein above. We understand that the monthly service charge payable to us would be arrived at based on the actual duties performed during the month to the satisfaction of ITI. We understand that the exact number of duties, the timing of the duty and the location within ITI will be fixed in consultation with Officer-in-Charge of ITI's Bengaluru plant Office. ITI reserves the right to modify the requirements of manpower on need basis from time to time. The monthly payment shall be made on the basis of actual deployment of manpower at site.

-Signature-

(Name of Authorized Signatory) with date