



# हिंदी केवल एक भाषा नहीं बल्कि हमारी राष्ट्रीय पहचान है।



## ITI LIMITED

नेटवर्क सिस्टम्स युनिट सामाग्री प्रबंधन विभाग एफ - 100, पशिचम विंग

आईटीआई लिमिटेड

दूरवाणीनगर, बेंगलूरु - 560 016, भारत

फीन : +91 (80) 2566 0508 ई.मेल : materials\_nsu@itiltd.co.in ISO 9001 : 2015 प्रमाणित युनिट

**Network Systems Unit** Materials Management Dept. F-100, West Wing

Doorvaninagar, Bengaluru - 560 016, India : +91 (80) 2566 0508

E-mail : materials\_nsu@itiltd.co.in ISO 9001:2015 Certified Unit

### ITI Web-Site/ Govt. Portal

### **ENQUIRY**

NSU 5G 45 Y

DATE 30 2025

Dear Sir / Madam, please quote your best price and delivery for supply/service of the following item/s, SL. Item Description as per Technical Specifications NO. QTY Security Service Manpower DGR Approved (Without Armed) 1 4 Nos, Please refer following enclosures before submitting tender: Annexure-A: General Terms & Conditions Annexure-D: Minimum Wage Notification for submission of Tender. Annexure-E: Additional Instructions for Vendor to Annexure-B: Tender Document register in ITI Limited uniwizarde portal. Annexure-C: Price Bid Special Note: Please refer tender document vide Ref. No: ITI/NSU/2025/BN3/HP/SECURITY/2025-26 dt. 30-07-2025

Tender Due Date 09-08-2025 14:00 Hrs. Tender Opening Date 09-08-2025, 15:00 Hrs. Tender Opening Materials Management Dept., N.S. Unit, I.T.I. Ltd., Dooravaninagar, Bengaluru- 560 016 Venue Scope of Work As per tender document ITI/NSU/2025/BN3/HP/SECURITY/2025-26 dt. 30-07-2025 Delivery and penalty As per tender document ITI/NSU/2025/BN3/HP/SECURITY/2025-26 dt. 30-07-2025 Terms of Payment As per tender document ITI/NSU/2025/BN3/HP/SECURITY/2025-26 dt. 30-07-2025 (TOP) The successful bidders shall submit a Performance Bank Guarantee (PBG) from a Scheduled Bank to ITI for an amount **PBG** equal to 5% of PO/WO/Contract value (incl. GST), valid throughout Contract period + 60 days within 15 days from date of Compliance Point-wise compliance to each item/ Clause mentioned in Tender Document. Validity of the offer 180 days from the last date of submission of Bid. Earnest Money Rs. 20,000/-(Incl. GST) towards EMD deposit in favors of ITI Limited payable at Bangalore valid for 225 days and tender fee 2,360/-(Incl. GST). MSEs exempted from EMD & tender fee but should submit bid Deposit Tender Fee securing declaration form. As per tender document ITI/NSU/2025/BN3/HP/SECURITY/2025-26 dt. 30-07-2025 and as per All other terms and Conditions Enquiry NSU 5G 45 Y dt. 30.07.2025.

Note: Offers should be submitted online as per tender documents. For submission of online Bid & Procedure to be followed visit (https://itilimited.ewizard.in/)

All Vendors have to register in website & pay the tender processing fee if required: (https://itilimited.ewizard.in/)for submitting online BID.

For ITI Ltd., N S Unit.

12/ 50/05 July

Additional General Manager (MM)-NS

पंजीकृत एवं निगमित कार्यालय ः आईटीआई भवन, दुरवाणीनगर, बेंगलूरु - 560 016, भारत फोन :+91 (080) 2561 4466, फैक्स : +91 (080) 2561 7525 Registered & Corporate Office: ITI Bhavan, Doorvaninagar, Bengaluru - 560016, India Phone: +91 (080) 2561 4466, Fax: +91 (080) 2561 7525 TIN: 29980058837 GSTIN: 29AAACI4625C2ZU CIN: L32202KA1950GOI000640 Visit our Website: www.itiltd.in



#### GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF TENDER (INLAND)

#### ENCLOSURE TO ENQUIRY No. NSU5G45Y: Dated 30.07.2025

#### PRICES:

(a) ITI Ltd., is planning to have long term tie up with limited vendors, who can supply the item with good quality, prompt delivery and at lowest price. Hence, you may quote in such a way that a long-term relationship is possible.

(b) Prices must be per unit as called for in the enquiry and should be on FOR ITI/FOR destination basis as the case may be

and inclusive of Insurance charges.

ITI Ltd., under normal circumstances, may not negotiate for the price. Hence you are requested to quote your best price in the original quotation itself.

Any counter terms and conditions are not binding on us unless ITI Ltd., agree to the same in writing

- In case of an order issued on you, the ordered rate should be firm till the completion of the order. In case where the market prices are going down beyond 5% of the ordered rate or decrease in the statutory levies, the same should be (e) passed on to ITI Ltd.
- Vendors should deliver the materials to ITI Ltd., Stores/the destination as mentioned in the P.O. ITI Ltd., will not take the responsibility of clearing the goods from the carriers godown/office/Railway Station/Airport, etc.
- (h) If the supplier supplies the same item at a lower rate to any of their customers during the pendency of execution of ITI Ltd., Purchase Order/ Order Amendment, the supplier should voluntarily come forward and reduce the price.

The validity of your offer should be for a minimum period of 180 days from the date of opening the tender.

Any Plant/division of ITI reserves the right for placement of Repeat Order if required within one year of original PO date.

#### 2. TERMS OF PAYMENT: :( As per Enquiry: NSU5G45Y)

- (a) Payment will be made for the accepted quantity/services as per Main sheet of NSU5G45Y(b) No payment will be made for the rejected quantity.

#### 3. INSPECTION: :( As per Enquiry: NSU5G45Y)

- (a) ITI reserves the right to split the purchase order among the vendors who are capable of meeting the Quality, Delivery and Cost requirements. Preference will be given to the vendors with well-maintained and proven Quality Assurance.
- (b) We are planning to reduce inspection time with self-certification scheme for the vendors who keep up good quality leading to "ship to stock system"

Inspection of the material at our works/site will be final. ITI reserves the right to inspect the material at any other standard

We or our representative including our customer may if required preliminarily inspect the product at vendor's premises. Such verification shall not absolve the vendor of the responsibility to provide the acceptable product nor shall preclude subsequent rejection during the final inspection at our works/site. It is the responsibility of every vendor to ensure that only the inspected materials confirming to our specifications / drawings / requirements are supplied.

The supplies shall be from the latest batch of production. Batch Number should be indicated on the item/ packet / test certificate and accompanying delivery challan / test certificate.

Test Certificate/check list should accompany each supply. Consignments without test certificate, if asked for, are liable for rejection. Rejected material should be collected immediately (within 30 days) after our intimation by giving two days' prior notice for completing the necessary excise formalities. You should make arrangements to collect the material either personally OR through your authorized representatives. ITI does not take any responsibility to send the material back to you. After 90 days from the date of rejection intimation to you the material will be scrapped at your risk if not collected.

#### 4. SAMPLES:

Those tenderers, who have not supplied the material against any of earlier orders, should submit FREE SAMPLES clearly indicating enquiry reference. Free samples along with your offer is preferable. In case of a Purchase Order on you, bulk supply should commence only after approval of samples and other approval formalities including infrastructure clearance.

#### WARRANTY: :( As per Enquiry: NSU5G45Y)

ITI Ltd., is an ISO accredited company. All our equipment systems have a warranty as per Enquiry No NSU5G45Y from the date of dispatch to our customer. Hence, the warranty of your products should be as per Enquiry No NSU5G45Y from the date of supply if not specified explicitly. Within this warranty period, if any of your components/subsystem is found defective during our manufacturing process/system testing/installation & commissioning/operation of our equipment in the field, the same is to be replaced free of cost immediately by you. Warranty specified in the P.O. to be reckoned as final

#### 6. GENERAL:

We reserve the right to accept or reject any or all offers and to order full or part quantities or cancellation thereof without (a) assigning any reason whatsoever.

Successful tenderer only will be intimated by post through letter of intent / firm orders.

Canvassing by tenderers in any form including un-solicited letters against tenders submitted or post-tender corrections (c) shall render their tenders liable for summary rejection.

(d) Any Plant/division of ITI reserves the right for placement of Repeat Order if required within one year of original date.

#### DELIVERY SCHEDULE: (As per Enquiry: NSU5G45Y)

Please indicate minimum lead-time required, manufacturing capacity and the quantity that can be reserved for us. Liquidated Damages Clause: Time is the essence of contract and the materials, against an order arising out of this enquiry must be delivered by the supplier according to the delivery schedule indicated in the P.O. In case of any change, the supplier should inform us in advance and obtain our approval to the revised delivery schedule. Should the supplier fails to deliver the material or part thereof as per the delivery schedule, or any extension thereof, we shall be

entitled at our option either to recover from the supplier, as penalty, a sum equivalent to 0.5% per week (fractions of a week will be considered as one week) for such delay or part thereof of the item delayed (subject to a maximum of 10% of purchase order value) and purchase the material elsewhere at the risk and cost of the defaulted suppliers. Delivery schedule specified in the P.O. will be final.

#### 8. LOCAL REPRESENTATION:

Please indicate your local representative's address, telephone, Fax No., of the person to be contacted, in the offer.

#### 9. TECHNICAL CATALOGUE:

The Technical Catalogue in English should be submitted. In the event of any change in the technical catalogue, updated version may be sent to us immediately. It is essential that you simultaneously take up the same with approval authority and their approval copy sent to us.

#### 10. GOVERNING LAW:

All suits shall be instituted in a court of competent jurisdiction at Bangalore and in case of arbitration, the Indian Arbitration Conciliation Act, 1996 is applicable.

Smolly: 30/03) 25 Additional General Manager-MM(NS)

Date:30-07-2025

Ref No: ITI/NSU/2025/BN3/HP/SECURITY/2025-26

## Notice Inviting Tender (NIT) For

Engaging of registered Security Agencies sponsored by DGR/State Ex-Servicemen security corporation for providing "Security Services and Fire Fighting" at ITI Limited C/o Telephone Exchange Building CTTC Campus se Sundarnagar Village Ropa District - Mandi (H.P)

ITI Ltd. Invites bids in two bid system (Technical & Financial Bid) for engaging of registered Security Agencies empanelled by DGR/State Ex-servicemen Security Corporation for providing Security Services and Firefighting at ITI Limited C/o Telephone Exchange Building CTTC Campus Sundarnagar Village Ropa District – Mandi(H.P.) area which is spread across in approximately 1500 Sq.m. From experienced and reputed Contractors, agencies/firms engaged in Security, Fire Fighting and Surveillance Services having experience in the field empanelled by DGR /DGR sponsored between: 30/07/2025 to 09/08/2025(up to 2.00 PM only), in all working days.

The tenders are being invited for above job through ITI Uniwizarde Portal (e-Tender Wizard Portal). Tender must be submitted through this portal only. The bid received in physical mode shall not be considered at all. Detailed information regarding the items, application / tender forms, EMD details, specifications, terms and conditions can be downloaded from the following websites: www.itiltd.in, CPP or ITI Uniwizarde Portal.

Any corrigendum to this tender will be notified through the aforesaid websites only. The undersigned reserves the right to accept or reject any or all the bids without assigning any reason at any stage.

Sl.No	Description	Information
1	Reference No. of tender	ITI/NSU/2025/BN3/HP/SECURITY/2025-26
	document	Date: 30/07/2025
2	Availability tender	The tender document can be downloaded from ITI
	document	website.www.itiltd.in, CPP and ITI Uniwizarde Portal.
3	Estimated Cost for One year	Rs. 19,88,448/- (incl. GST)
	contract	
4	Last date & time for	Date: 09/08/2025 Timing: 2.00 PM
	submission of bids	
5	Date & time of opening of	Date: 09/08/2025 Timing: 3.00 PM.
	technical bids	
6	Opening of Financial Bids	Will be intimated later to all technically qualified
		bidders.
7	Tender Fee	2,360/- (incl. GST). Bidder belong to MSE no need to
		submit Tender Fee, But such firms need to submit Bid-

		Securing Declaration form along with MSME certificate. (Tender Fee is non-refundable).
8	Earnest Money Deposit IN THE FORM OF DEMAND DRAFT/Bank Guarantee format/Cheque/Uniwizarde payment	Rs. 20,000 /- (incl. GST) (The EMD has to remain valid for a period of 45 days beyond the final bid validity period) which can be submit through DD/ Cheque/ EMD BG format/E-uniwizarde payment Gate way payable at ITI Limited., N S Unit, Bangalore.
		Bidder belong to MSE no need to submit EMD, But such firms need to submit Bid-Securing Declaration form along with MSME certificate.
9	Validity	180 Days from the date of opening the Technical bid.

#### **INTRODUCTION:**

ITI Limited Delhi, (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, Government of India. ITI is a leading Telecom equipment manufacturer, solar panel manufacture 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 and Fire fighting for ITI Limited C/o Telephone Exchange Building CTTC Campus Sundarnagar Village Ropa District Mandi(H.P.) for its area spread across in approximately 1500 SQ.MT.
- 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 and empanelled by DGR/DGR Sponsored.
- **3.** Not more than **one tender** shall be submitted by one contactor or contractors having business relationship. Under no circumstance 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. Procedure for submission of bids:

The bids shall be submitted as under: -

i. "Technical Bid for Security Services and Fire Fighting" consisting of complete Bid document, all Annexure, except Financial Bid Annexure, any other relevant supporting

documents duly signed, stamped with date as token of acceptance of the terms & conditions of bid documents.

- **ii.** "Financial Bid for Security Services and Firefighting" consisting only of the financial bid in the format attached in tender document duly signed, stamped with date.
  - a) All Bid documents must be submitted duly signed, stamped with date by authorized person.
  - b) The bids are to be submitted on or before 09/08/2025 at 2.00PM
- 5. Opening of Technical Bids: Technical Bid will be opened through Online (ITI Uniwizarde Portal) on 09/08/2025 at 3.00 PM.
- **6. Opening of Financial Bids:** After opening of Technical bids, if the firm which fulfills the technical criteria, their financial bid will be opened through Online (ITI Uniwizarde Portal).
- 7. shall be opened after evaluation of the technical bids of the eligible bidders, only.
- **8. Validity of bids:** Tender submitted by Bidders shall remain valid for acceptance for a minimum period of 180 days Validity period from the last date of submission of bid.
- 9. 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.

#### 10. Criteria for Qualification:

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

- a) The agency should have sound financial background with profitability for the last 3 years. Audited certified copy to be attached along with the technical bids. Annual financial turnover during the last 3 years, ending March 31, 2025 should be at least Rs. 6 Lakhs
- b) The Contractor/Agency should also submit **proof of Empanelled under DGR/DGR** sponsorship and its validity period shall be Minimum two years.
- c) The agency should be registered with the concerned authorities.
- d) The bidder should have a Registered Office/Branch in (Himanchal Pradesh) for that proof has to be submit.
- e) 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., GST, ITR and PAN etc.)
- f) 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.

- g) 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.
- h) After opening of Technical bids, if the firm fulfills the technical criteria, their financial bid will be opened.
- i) The bidder shall be summarily disqualified in case of non-submission of required documents.

#### 11. 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.

#### 12. Acceptance / Rejection of Bid:

- i. ITI will not accept bids received from the contractor blacklisted by ITI in the past.
- ITI also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
- iii. 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.
- **13.** In case no bid or insufficient bids are received, or for any other reason whatsoever, ITI may at its sole discretion to cancel the whole tendering process or extend the last date and time of submission of the bid.
- **14.** 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.
- **15. Contact Person**: In case of any query, you may contact any of the following officials through Email Only: materials\_nsu@itiltd.co.in
- **16.** Earnest Money Deposit(EMD): Bidder should pay specified amount towards Earnest Money deposit as follows:
  - i. EMD of Rs. Rs 20,000 /- (incl. GST) (The EMD has to remain valid for a period of 45 days beyond the final bid validity period) which can be submit through DD/ Cheque/ EMD BG format /E-uniwizarde payment Gate way payable at ITI Limited., N S Unit, Bangalore.
  - ii. Bidder belong to MSE no need to submit EMD, But such firms need to submit Bid-Securing Declaration form along with MSME certificate.
  - iii. EMD will not carry any interest.
  - iv. 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 along with submission of Bank Guarantee (5% of the PO Value (incl. GST) valid through out Contract period+60 days)
  - v. 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 Limited Delhi.
- 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 is found to have indulged in fraudulent practices in the bid submission process.
- 17. Corrections: No corrections or overwriting will be entertained in the financial bid.
- **18. Firm Rates:** The Service charges quoted by bidder shall remain firm till completion of contract. It is, however, clarified that the contractor shall ensure wages (DGR wage Notification) to persons deployed at ITI Limited C/o Telephone Exchange Building CTTC Campus Sundarnagar Village Ropa District Mandi(H.P.) as and when revised by the concerned authority.
- 19. 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.
- **20. Scope of Work** Providing round the clock security services and Fire Fighting that would include ITI Limited C/o Telephone Exchange Building CTTC Campus Sundarnagar Village Ropa District Mandi(H.P.) area is spread across in approximately 1500 Sq.Mtr. 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:

#### **Unarmed security Guard**

De	sired Qualifications	Re	sponsibilities
1.	Good physique and personality fulfilling requirements	1.	Working shifts round the clock
	of physical standards and medical fitness as per PSARA	2.	Carry out activity of protecting the
	Act and Rules.		premises from any un authorized
2.	Minimum 10 <sup>th</sup> pass.		entry, robbery, theft etc.
3.	Should have knowledge of Hindi or English and local	3.	The duties of a private security
	language.		guard are to provide private
4.	Minimum Experience 3years.		security to another person or
5.	Should be Ex-service man.		property or both.
6.	Should have knowledge of Security related matters.	4.	To render necessary assistance to
7.	Basic firefighting training		the police in the process of any
8.	Below 60 Years of age.		investigation pertaining to the
			activities of the agency in which he
			is employed.

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The number of security guards required at ITI Limited C/o Telephone Exchange Building CTTC Campus Sundarnagar Village Ropa District – Mandi(H.P.) is tabulated below:

Sr. No.	Particulars (Area)	Unarmed Guard
1	ITI Limited C/o Telephone Exchange Building CTTC Campus	04
	Sundarnagar Village Ropa District – Mandi(H.P.)	

#### Grand total - 04

- a. Shift 0600hrs to 1400 hrs-1st shift
- b. Shift 1400hrs to 2200hrs 2nd shift
- c. Shift 2200hrs to 0600hrs- 3rd shift
- d. Any other shift timings, if any would be intimated by ITI
- b) 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, High power torches, 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 no separate recovery from the salary of security guard by contractor towards uniform expenses or any other expenses.
- c) 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.
- **d)** 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.
- e) The contractor shall assist ITI to maintain liaisoning with Police Department or any statutory body on behalf of ITI from time to time to get any permission, licenses, permit etc. as required.

f) The contractor will maintain an inventory at above mentioned premises/ areas, with regard to above services.

#### **24 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, Fire Fighting and Surveillance Services work in office building in PSUs/PSU Banks/Financial Institutions/ MNCs/Corporate etc.
- d) The bidder shall submit signed and scan copy of Tender Acceptance Letter (Annexure-2).
- e) 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 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/PF Registration Code, Company Registration No., GST Registration Certificate, ITR and PAN etc.)
- f) 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.
- g) The bidder should submit signed and scan copy of partnership firm/partnership deed, if any.
- h) The Bidder should be having adequate manpower; equipment etc. to smoothly execute the work.
- i) 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.
- j) The contractor should sign Bidders Information (Annexure-2) along with supporting documents.
- k) After opening of Technical bids, if a firm/Company fulfills the technical criteria, its financial bid will be opened.
- 1) The bidder may be summarily disqualified in case of non-submission of required documents.
- **25. Contract Period:** The Contract will be for a period of **ONE year from the date of Contract**.

#### **26. 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.itiltd.in home page by navigating to "Tenders-Eol", or from ITI Uniwizarde Portal (e- Tender Portal) Portal. 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. 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.
- **IV. Execution of Contract Agreement:** The successful bidder's responsibility under this contract commences from the date of issue of the Contract /work order by ITI. The Bidder shall submit an unqualified acceptance to the Contract/Work order within the period stipulated therein.
- **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. 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.
- **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, Gratuity Act 1972, 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.

- **XI.** The Contractor will be responsible for providing benefits like ESI, PF, Bonus, 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. Checking of employees of the contractor during duty would be done by security officers of ITI.
- XIII. The employees of the contractor will work strictly under the direction and administrative control of the contractor's. However, the contractor's CSO 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 bought to the notice of the CSO and the said guard shall be replaced immediately to the satisfactory of ITI. ITI reserves the right to review performance of the deployed personal 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 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 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 Gratuity Act 1972, Workmen Compensation Act, 1923 and no compensation shall be paid by ITI in this regard.
- **XVII.** The workforce deployed by the contractor should be adequately covered under appropriate 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 Tender Forms (Annexure-1).
- 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. If 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) <u>Income Tax Permanent Account Number:</u> 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) An attested copy of the Power of Attorney/Authorization letter, in case the tender is signed by an individual other than the sole proprietor on stamp paper.
- c) Proof of Turnover from the Last 3 years till 31st March 2025. (F.Y 2022-23,2023-24 & 2024-25)
- d) Proof of Registration Number for PF, ESI, GST Registration No. PAN Etc.
- e) Evidence of minimum five years' experience.
- f) In Case of Individual Tender: His /her full name, address and place & nature of business.
- g) <u>In Case of Partnership Firm:</u> 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.
- h) 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.

#### i) Proof of empanelment of DGR

j) Proof of performance certificate.

#### 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 Prequalification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.
- b) 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.
- c) Assessing Bidder capacity for executing the current tender shall be as per Notice inviting Tender.
- d) 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. In case, the two or more firms offer the same rates, such firms shall be asked to submit sealed revised offer but the revised quoted rates should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

#### **XXIII. Contract Performance Guarantee:**

Upon acceptance of Tender, the successful Bidder is required to deposit an amount of 5% PO Value (incl. GST) which will be valid through contract period +60 days. The PBG should be furnished before commencement of the work by the contractor (within 15 days from the date of the contract). PBG should be furnished as per the format attached in the tender document in favour of "ITI Limited, N S Unit, Bangalore" payable at –Bangalore.

- a. The PBG shall not carry any interest.
- b. ITI reserves the right of forfeiture of PBG 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 PBG:

PBG shall be refunded/released to the Contractor after completion of Contract Period after deducting all expenses /other amounts due to ITI.

**XXV. Validity of Offer:** The rates in the Tender shall be kept open for acceptance for a minimum period of 180days 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 India/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 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. Discount letter, if any on financial price shall not be considered by ITI.

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

ITI at its sole discretion can terminate the contract 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 or provide poor performance and services are not improved as desired by ITI and does not remedy it or take effective steps to remedy it within 07 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) Salary to all Security personnel is to be made on or before 7th of every month by Security agency. Recovers or deducts any charges from the salary of security personnel which is not acceptable to ITI.
- e) Violates any of the terms and conditions stipulated in the agreement/tender document.
- f) ITI may validate wages paid by the contractor with concerned authority and if it is found in violation of wages then the contract may be terminated by ITI.

#### g) Termination of contract before normal validity:

- a. In case service provider commits defaults in terms of the agreement other than those specified warranting cancellation without notice, it shall be lawful for the buyer to issue a notice of termination of the contract by giving 15 days time to service provider. Service provider can make a representation during the notice period and takes steps to remedy the defaults and if ITI is satisfied with the same, Security agency can take decision to withdraw the notice .The agreement shall automatically terminate on expiry of the notice period if same is not withdrawn by buyer.
- b. The termination notice shall be issued by buyer to the address of the service provider as shown in the agreement.
- c. However in case of instances such as not deploying resources within agreed time, serious security lapses, irregularities in service provider operations, expiry of validity of required licenses such as PSARA, expiry of validity of required registration / approval of DGR and in case cumulative penalty for violations of clauses reaches more than 10% contract can be terminated with immediate effect and no notice is required to be issued.

d. In case of termination of the contract and buyer engage the services of another service provider for the remaining part of contract the same shall be at risk and cost of the service provider besides other actions such as encashment of PBG and administrative actions etc

#### **Penalties and Termination**

The Service Provider shall be responsible for faithful compliance of the terms and conditions of this agreement. In case of noncompliance of Service obligations, penalty per default will be imposed as per SLA and in case of three Consecutive defaults against same events, the contract will be liable to be cancelled. However non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements will be considered as a major default and the contract will be cancelled immediately without giving any further notice

1	Absence/Missing from duty point	Rs 500/- on each occasion per person
2	Security personnel not found displaying photo id or not in proper uniform per head per shift	Rs 100/- on each occasion
3	Not disbursing the salary through bank accounts	Rs 5,000/-on each occasion
4	Non-Compliance(s) of any other provision of labour laws and other laws pointed out by employer or their representative(for each noncompliance informed in writing, under the contract)	Rs 5,000/- on each occasion
5	Each manpower shall be deployed for not more than One duty (8 Hrs) per day. Accordingly, ITI will not be liable to pay overtime and shall charge penalty per person per shift and amount shall be deducted from the bill of Contractor.	Rs 1000/- on each occasion
6	If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behaviour etc with public or employees of buyer organization or other employees of service provide	Replacement of security personnel and Rs 500 fine on the service provider on each occasion
7	Security personnel indulging in drinking/sleeping	Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 1000 on the service provider on each occasion

#### **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 Bangalore 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) <u>Service of notice on ITI:</u> 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 Contract/Work Order from ITI and shall proceed with the same with due expedition without delay.
- b. If the contractor fails to start the work within stipulated time as per Contract/Work Order or as intimated by ITI at its sole discretion will have the right to cancel the contract. The Earnest Money and/or PBG 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 one week by ITI in the event of:
- (i) Contractor's continued poor performance.
- (ii) Failure to pay wages to the deployed personnel as declared by appropriate authority from time to time.
- (iii) Salary of security personnel is made in cash instead of bank accounts through NEFT/RTGS/Cheques.
- (iv) Salary to all Security Guards is to be made on or before 7th of every month.
- (v) Recovers and deducts any charges from the salary of security personnel which is not acceptable to 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 contact
- (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.
- b. To affect 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 fulfil 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 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.

- b) The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition Act, 1970) as required from the concerned Authorities.
- c) 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.
- d) 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.
- e) The contractor shall be responsible for provision of potable drinking water for the deployed personnel.
- f) The Contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- g) 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.
- h) The Contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- i) 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.
- i) The contactor shall arrange for safety devices as are necessary.
- k) Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by ITI.
- I) The contractor will be directly responsible for payment of wages to his workmen.
- m) 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/licences 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, equipment, 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 is 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.
- d. All security man power engaged by the service provider shall however render necessary assistance to the police or to such authority in the process of any investigation pertaining to the activities of that agency. If violation of any law is noticed by any security manpower during the course of discharge of duties, he/she shall bring it to the notice of Chief Security Officer, who in turn shall inform the police either through service provider or on his own.

#### **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 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 through e-payment mode. 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 7th 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 with regard to payment made in accordance with the latest Rates of Wages as fixed from time to time as per the DGR. 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/Cheque 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.
- 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/Cheque, Demand Draft w.r.t. payment of salary to security personnel, 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/taxes applicable and should be as per requirement of ITI.
- i. Salary to all Security Personnel is to be made on or before 7th of every month.
- j. The contractor shall compulsorily issue the salary slip to every security personnel and the Contractor shall pay the manpower components stipulated under Wages notified by the appropriate authority 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:

- 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 Bangalore and the language of the proceedings shall be in English. Subject to the above, the Courts at Bangalore 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.
- **XLI.** All Annexures are to be submitted with the bids duly signed.

#### 27. 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 as leave relief charge is applicable. 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 (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 office building of an organization of repute. The supervisor shall be responsible for liasioning the activities at site.
- iii. The contractor has to provide at least two proper sets of uniform with his organization's name/logo, shoe, raincoat, umbrella, torch, canes, communication sets (walky-talky) 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 in writing. Similarly the contractor will have to give three month notice in case contractor wants to discontinue the contract in writing.
- v. The rates quoted by the bidder for service charges will remain firm during the currency of the contract. However, as and when wages are revised by the DGR same shall be revised by ITI and revised minimum wages shall be paid by ITI.
- vi. 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.
- vii. 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 In this connection, contractors have to maintain a stock register at the site.
- viii. 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.
- ix. ITI reserves the right to reject any of the offers at technical/financial stage, if the same is not up to the expectation of ITI without assigning any reason.
- x. The employee of contractor will ensure strict discipline and behavior and diligent performance of their duties most befitting to the decor 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.
- xi. 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 photocopy, for our record.
- xii. 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.

#### The Agency shall provide:

Sr. No.	Particulars (Area)	Unarmed Guard
1	ITI Limited C/o Telephone Exchange Building CTTC	04
	Campus Sundarnagar Village Ropa District – Mandi(H.P.)	

#### **Total Manpower - 04**

The above manpower is required for ITI Limited C/o Telephone Exchange Building CTTC Campus Sundarnagar Village Ropa District – Mandi(H.P.) (H.P.) Security Personnel may vary depending upon the requirement.

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.

Security office will be established by Security Agency. The security agency will maintain their own records on their own cost.

#### **SCHEDULE OF RESPONSIBILITIES:**

#### 1) PATROLLING GUARD:

Patrolling and guarding various common areas and surroundings to ensure adequate safety and security. Preventing entry of stray animals like cow, dogs etc. Round the clock patrolling of sites .Ensuring that barriers and access control systems are monitored and are in operational condition.

2) Main gate: - This is very vulnerable and important post in the factory, only smart and capable guard will be posted. He will be responsible to control the entire traffic through this gate. Heavy lorry, trucks, trailors not to be permitted unless authorized. Private vehicles including buses/tempo/school buses are to be allowed after checking ITI issued passes. The gate will be closed all 24 hrs on all days. It will be opened as and when required. He should ensure to stop the movement of unauthorized persons. Any incident takes place it should be immediately reported to shift supervisor/officer. The security agency will ensure the maintenance of the records/ documents/registers/relating to the transaction and movement of personnel, material and visitors. Frisking through physical checks/ searches of all persons, materials and vehicles entering or exiting the aforesaid premises of the ITI Limited C/o Telephone Exchange Building CTTC Campus Sundarnagar Village Ropa District – Mandi(H.P.) shall entirely be the responsibility of the security agency.

- 3) **Inside the area:** Agency will ensure the safety and security of plant premises/ production area and all the materials, machines/ equipment's, spare items, scrap etc. Any incident take place, it should be immediately report to shift supervisor.
- 4) **Fire Fighting:** to Look after firefighting, Fire Alarm Panel, Smoke Detectors, operation of fire systems, extinguishers and emergency evacuation procedures.
- 5) Records of the inwards and outwards movement of men and material's, vehicles etc to be maintained with proper checking as per instructions given from time to time by the ITI Limited.
- 6) Assisting the occupants during emergency evacuation of building. Effective involvement during the crisis management like accidents and bomb threats. Involve in frequent drills for preparation for emergencies. Handling of disaster management in case of emergencies and disasters.
- 7) Rescue operation of employees etc, Help occupants in any accidents or medical emergencies. Handling situation in case of fire.
- 8) Liaison with appropriate agencies in case of disaster and emergencies and keep excellent liaison and contact with all such agencies.
- 9) Lodging of Complaints/FIR in case of any crime, Theft or violence and assist the police and other security agencies in their investigation in any related matter.
- 10) Any other responsibility in connection with performance of the roles specified though not specifically covered above shall also be considered as part of the responsibilities of the security man power.
- 11) Providing assistance in case of strikes, riots and labour unrest.
- 12) Ensuring entry of the employees/VIPs etc. into the premises under all conditions including hindrances, dharnas, strike and gherao etc., caused by any individual or group of persons.
- 13) Opening of Stores/offices at prescribed office hours and closing them after office hours, checking that all doors, windows, ventilators in the case of office building are properly closed after office hours. Locking main doors at night, checking that the electrical light and air conditioners electrical gadgets are properly switched off whenever necessary.

#### **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 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 vehicle 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 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, 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.

ITI Limited, N S Unit Bangalore Mb. Phone: Mail:

#### **TENDER FORMS**

#### **ANNEXURE - 1**

Date- 30/07/2025

Ref No.- ITI/NSU/2025/BN3/HP/SECURITY/2025-26

**SUB: CONTRACT FOR PROVIDING SECURITY SERVICES AND FIRE FIGHTING AT** ITI Limited C/o Telephone Exchange Building CTTC Campus Sundarnagar Village Ropa District – Mandi(H.P.)

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 Himachal Pradesh
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	Empanelled number under DGR	
07	Enclose latest Income tax certificates (For F.Y 2022-23,2023-24,2024-25)	
08	GST certificate and PAN copy	
09	Indicate the ESI registration Code No. and enclose a copy of the same	
10	Indicate the PF registration Code No. and enclose a copy of the same	
11	No. of Guards presently employed with the agency. Provide copy of the manpower status	
12	Training facilities available with the company	
13	If Company, CIN Number	
14	MSME certificate number	
15	List of clients with their addresses and details of security guards employed with each client in H.P. and other cities	

		1
16	A certificate signed by authorized signatory of the company stating that all terms and conditions	
	, ,	
	mentioned in this bid document are acceptable	
	(Seal and sign on the tender document, bid	
	document, corrigendum (if any))	
17	A certificate signed by authorized signatory of the	
	company that they have not been blacklisted by	
	any client till the date of this bid.	
18	Letter on the agency letterhead declaring that the	
	bidder is the proprietor/authorized person of the	
	agency and is authorized to sign / negotiate this	
	bid offer.	
19	Details of any litigation history, if any	
20	Details of EMD enclosed	
21	Details of Tender Fee enclosed	
22	Last three financial years Turnover (Rs in	
	Lakhs) F.Y 2022-2023,2023-2024 AND 2024-2025.	
23	Audited Financial Statements for F.Y 2022-	
	2023,2023-2024 AND 2024-2025.	
24	Seal and sign on Un price Bid (Without Price)	
	submission during opening of technical bid.	

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

## Annexure -2 TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

Sub: Acceptance of Terms & Conditions of Tender Ref: ITI/NSU/2025/BN3/HP/SECURITY/2025-26

Date:30/07/2025

Name of Tender / Work: - For engaging of registered Security Agencies empanelled by DGR/State Ex-servicemen security corporation for providing Security Services and Fire Fighting at ITI Limited C/o Telephone Exchange Building CTTC Campus Sundarnagar Village Ropa District – Mandi(H.P.)

#### Dear Sir,

- 1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the ITI Uniwizarde Portal 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

#### **OFFER FORWARDING LETTER/TENDER SUBMISSION LETTER**

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

To,
AGM-MM(NS)
ITI Limited,

Dear Sir,

Sub: Submission of Offer against Tender No. Ref: ITI/NSU/2025/BN3/HP/SECURITY/2025-26 Date 30/07/2025

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

Data.

- 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:	
	Authorised Representative of Bidder

#### **DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

To, AGM-MM(NS) ITI Limited,

Dear Sir,

Sub: Declaration by Authorized Signatory against Tender No. Ref: ITI/NSU/2025/BN3/HP/SECURITY/2025-26 Date 30/07/2025 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

#### **DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS**

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

(10 be typed submitted in the letter field of the company, in in bladely
To,
AGM-MM(NS)
ITI Limited,
Dear Sir,
Sub: Declaration confirming knowledge about Site conditions and all other pertinent issues till date
I/Wehereby 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 prevalen
at and around the site. We further confirm that the above information is true and correct and we shal
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)

#### **ANNEXURE -6**

#### **NO DEVIATION CERTIFICATE**

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

To,
AGM-MM(NS)
ITI Limited,

Dear Sir,

Sub: Declaration by Authorized Signatory 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 cancelled.

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)

#### **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)

To,
AGM-MM(NS) ITI Limited,
Dear Sir,
Sub: Declaration for relation in ITI against Tender No. ITI/NSU/2025/BN3/HP/SECURITY/2025-26 Date 30/07/2025
I/We hereby submit the following information pertaining to relation/relatives employed in ITI.
Tick(V)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)
(iii) 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.
(Signature Date & Seal of Authorized

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

#### **MUTUAL NON- DISCLOSURE AGREEMENT**

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

This Agreement is made as of the	2025 between ITI Ltd. having its registered
and Corporate office at Dooravani Nagar, B	angalore-560016_Andhereinafter called
ITI Ltd. which expression shall unless repug	nant to the subject or the context mean and included its successors,
nominees or assigns and (M/s	) a company having its registered office at
herein after called "The Bidder" w	which expression shall unless repugnant to the subject or the context
mean and include its successors, nominees	or assigns.
Whereas in order to pursue the mutual b	usiness purpose of this particular Consultancy
as specified in Exhibit A (the "Business Pu	rpose"), ITI Ltd. and M/s
recognize that there is a nee	ed to disclose to one another certain information, as defined in
Para 1 below, of each party to be used o	nly for the Business purpose and to protect such confidential
information from unauthorized use and d	isclosure.
In consideration of the other party's discl	osure of such information, each party agrees as follows:
This Agreement will apply to all confiden	tial and proprietary information disclosed by one party to the
other party, including information listed	in Exhibit A attached hereto and other information which the
disclosing party identifies in writing or	otherwise as confidential before or within thirty days after
disclosure to the receiving party ("Confident	ential information").
Information consists of certain specificat	cions, designs, plans, drawings and /or technical information,
and all copies and derivatives containing s	such information, that may be disclosed to one another for and
• , , , ,	rs proprietary or confidential ("Information"). Information may
be in any form or medium, tangible or int	
_	y, or through visual observation or by any other means to one
	iving party) by the other party (hereinafter referred to as one
	bject to this Agreement, if it is in tangible form, only if clearly
	he case may be, when disclosed to the receiving party or, if not
in tangible form, its proprietary	ust be reduced to writing and furnished to the receiving party
within thirty (30) days of the initial disclos	ust be reduced to writing and furnished to the receiving party sure.
M/s and ITI Ltd hereby	agreed at during the Confidentiality Period:
ITI Ltd. RFP. No	
<u> </u>	only for the Purpose, shall hold Information in confidence using
the same degree of care as it normally ex	ercises to protect its own proprietary information, but not less

than reasonable care, taking into account the nature of the Information, and shall grant access to

Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the purpose, and shall prevent disclosure of information to third parties. Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however. That an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.

The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate

was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or

has become generally available to the public without breach of confidentiality obligations of the receiving party; or

was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or

is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure and appropriate protective order; or

is disclosed with the prior consent of the disclosing party; or

was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or

the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.

Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in ITI Ltd. RFP. No. \_\_\_\_\_\_\_ protecting the confidentiality of any confidential information, which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party's may impose upon any such approved removal, such as conditions that the removed confidential information and all copies must be returned by a certain date, and that no copies are to be make off of the premises.

Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's confidential information all copies thereof.

Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

Access to information hereunder shall not preclude an individual who has seen such information for the purpose of this agreement from working on future projects for the receiving party which relate to similar subject matters provided that such individual does not make reference to the information and does not copy the substance of the information during the confidentiality period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know how developed by the receiving party's personnel under this agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.

As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection rights, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALLWARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIESWITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS ANDALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this agreement and the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase, or sale or to enter into any additional agreement of any kind.

Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.

This Agreement will be construed in, interpreted and applied in accordance with the laws of India.

M/s ITI Ltd. has sole rights for the feasibility report submitted by M/s. ------for its use with other successful bidder for next Phase (if any). If there is any conflict between earlier clauses and this clause, then this clause shall prevail.

That in case of any dispute or differences, breach & violation relating to the terms of the agreement. The said matter or dispute, difference shall be referred to sole arbitration of Chairman ITI Ltd or any other person appointed by him. That the award of the arbitrator shall be final and binding on both parties. In the vent of such arbitrator to whom the matter is originally referred to is being transferred or vacates

his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Chairman ITI Ltd shall appoint another person to act as Arbitrator in place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. The M/s ------- will have No Objection in any such appointment, that arbitrator so appointed is employee of ITI Ltd. . The said Arbitrator shall act under the Provisions of the Arbitrator and Conciliation Act, 1996 or any statutory modifications or re-enactment there of any rules made thereof.

This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other Party's written consent.

This Agreement will remain in effect for one year from the date of the last disclosure of Confidential Information., at which time it will terminate, unless extended by the disclosing party in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by Their duly authorized officers or representatives.

(M/s ITI Ltd.)

(M/s----)

Signature	Signature:
Printed Name:	Printed Name:
Title:	Title:
ITI Ltd	
RFP No.	
Exhibit A	
servicemen Security Corporation for providing	Security Agencies empanelled by DGR/State Ex- g Security Services and Firefighting at ITI Limited C/c undarnagar Village Ropa District – Mandi(H.P.)
Confidential Information of M/s. ITI Ltd. w.r.t RF	P No
All sites and their related information. All information shared in oral or in written form l Information downloaded or taken in physical for	by ITI Ltd. with M/sm shall be returned/destroyed after use not copied.
ITI Ltd :	M/s
Signed	Signed

Tender Ref No:				Dated:		
ANNEXU						
PRE CONTRACT II	NTEG	RITY	PACT			
PURCHASE ENQU	IRY/C	ORDER	No.			
THIS Integrity Pact is made onday	of	•••••	2025.			
BETWEEN:  ITI Limited having its Registered & Corporate Off  – 560 016 and established under the Ministry (hereinafter called the Principal), which term should context, be deemed to include its Chairman & M them specified by the Chairman & Managing Dissuccessors and assigns) ON THE ONE PART	y of all ur Ianagi	Commu nless ex ing Dire	unications, ccluded by ector, Direc	Governme or is repug tors, Office	nt of I nant to	India o the ny of
AND:	tor(s), ide its	, which s heirs,		unless exc	luded 1	by or
Preamble						
WHEREAS the Principal intends to award, under	laid d	lown or	ganizationa	al procedure	es, con	tract
for	of	ITI	Limited	(name	of	the

In order to achieve these goals, the Principal has appointed an Independent External Monitor(IEM), who will **monitor** the tender process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the Tender Documents and contract between the parties.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITHNESSETH AS UNDER:

#### SECTION 1 - COMMITMENTS OF THE PRINCIPAL

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
  - b. The Principal will, during the tender process treat all bidder(s)with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s)the same information and will not provide to any bidder(s)confidential/additional information through which the bidder(s)could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

#### SECTION 2 - COMMITMENTS OF THE BIDDER/CONTRACTOR

- 2.1 The Bidder(s)/Contractor(s)commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
  - a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The bidder(s)/contractor(s)will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign original shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s)/Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

#### SECTION 3 - DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS

- 3.1 If the Bidder(s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.
- 3.2 If the Bidder(s)/Contractor(s),has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the

company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

- 3.3 The Bidder(s)/Contractor(s)with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.
- 3.7 subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

#### SECTION 4 - PREVIOUS TRANSGRESSION

- 4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.
- 4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

#### SECTION 5 - COMPENSATION FOR DAMAGE

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

### SECTION 6 - EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its sub-contractor(s)/sub-vendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its sub-contractors/sub-vendors/associates.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

#### SECTION 7 - CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/ CONTRACTOR(S)

7.1 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or sub-contractor/sub-vendor/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

## SECTION 8 - INDEPENDENT EXTERNAL MONITOR(S)

8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extend the parties comply with the obligations under this pact.

- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8 .4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word **'Monitor'** would include both singular and plural.
- 8.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below: -

IEM - I

Shri Atul Jundall, IFS (Retd.) 3/10 Vishesh Khand Opp. Little Fiend School Gomti Nagar, Lucknou-226010(UP) Shri Benny John, IRS (Retd.) Vill No. 36, Kent Plam Villas, Fort Valley Township, Athani, Kakkanad, Ernakulam, Kerala-682 030

Any changes to the same as required / desired by statutory authorities is applicable.

#### SECTION 9 - FACILITATION OF INVESTIGATION

9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to eamine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s)shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

#### SECTION 10 - LAW AND JURISDICTION

- 10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.
- 10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### **SECTION 11 - PACT DURATION**

- 11.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project / work awarded, to the fullest satisfaction of the Principal.
- 11.2 If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).
- 11.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

#### **SECTION 12 - OTHER PROVISIONS**

12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.

- 12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.3 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- 12. 4 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pactat the place and date first done mentioned in the presence of the witnesses:

For BIDDER(S)/CONTRACTOR(S)

	(-// (-/
(Name & Designation)	(Name & Designation)
Witness	Witness
1)	1)
2)	2)

For PRINCIPAL

Tender Ref No:	Dated:			
BID SECURITY DECL	ARATION FORM			
<letter bidder="" head="" of="" the=""></letter>	<date></date>			
То				
ITI LIMITED,				
Bangalore				
I/We, the undersigned, declare that:				
I/We understand that bids must be supported by a Bid	d Securing Declaration.			
I/We accept that I/We may be disqualified from biddi	ng for any contract with you for a period of one			
year from the date of notification if I am /We are in a	breach of any obligation under the bid			
conditions, because I/We				
a) have withdrawn/modified/amended, impairs or do period of bid validity or its extended period, if any; or				
b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity				
(i) fail or reuse to execute the contract, if required, or				
(ii) fail or refuse to furnish the Performance Ba	ank Guarantee, in accordance with			
the Instructions to Bidders.	dulant ar ather malaratics in respect of the hid.			
c) If the bidder is found indulging in any corrupt, fraucord) If there is a discrepancy between words and figures of				
that the amount in words prevails over amount in figure.	doted by the bidder and the bidder does not accept			
I/We understand this Bid Securing Declaration shall co	ease to be valid if I am/we are not the			
successful Bidder, upon the earlier of	sace to be valid in railly we are not the			
(i) the receipt of your notification of the name of t	he successful Bidder; or (ii) thirty days after the			
expiration of the validity of my/our Bid.				
Signed: (Insert signature of person whose name and capacity)	city are shown) in the capacity of (insert legal capacity			
of person signing the Bid Securing Declaration)				
Name: (Insert complete name of person signing he Bio	d Securing Declaration) Duly authorized to sign			
the bid for an on behalf of (insert complete name of B	Bidder)			
Dated on day of				
Corporate Seal (where appropriate) (Note: In case of a	_			
be in the name of all partners to the consortium that	submits the bid)			

## **TURN OVER FOR LAST THREE YEARS**

S.No.	Financial year	Turnover (in INR)
1	F.Y 2022-23	
2	F.Y 2023-24	
3	F.Y 2024-25	

## Note:

In addition to the above, the applicant has to submit the following documents/information,

- a. Copy of the balance sheets
- **b.** Other relevant details if any.

The requisite Turnover certificate shall be duly certified by a Chartered Accountant with his seal /Signature and Registration No.

Signature of the bidder with Seal

## **DETAILS OF THE WORK COMPLETED CERTIFICATE/EXPERIENCE DURING THE LAST 5 YEARS**

SI. No.	Name of work	Scope of services	Value of work	Date of start/ completion	Name and address of the client	Remarks

## NOTE:

The following documents are to be enclosed for each of the above works:

- **a.** Completion certificate.
- **b.** Copy of award letter and PO/WO copy.
- c. Other relevant documentary evidence, if any.

Signature of the bidder with Seal

## EMD BANK GUARANTEE PROFORMA

1.	As agreed under the relevant terms and conditions of Enquiry Ref  dt (hereinafter called the said Enquiry) between M/s. ITI Ltd., NS Unit, Dooravani Nagar, Begaluru-560016, India. (Hereinafter called the Purchaser) and M/s (hereinafter called the Bidder) for supply of, the Bidder hereby agrees to furnish EMD against supply PBG by way of an irrevocable Bank Guarantee for Rs (Rupees). We (indicate the name of Bank) (hereinafter referred to as
	'THE BANK' at the request of the Bidder do hereby undertake to pay to the Purchaser, an amount not exceeding Rs (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser, by reasons or breach by the said Bidder of any of the terms or conditions contained in the said Enquiry.
2.	We (indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser, by reason of breach by the said Bidder of any of the terms and conditions contained in the said Enquiry or by reason of the Bidder's failure to perform the said Enquiry. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs (Rupees).
3.	The Bank further agrees that the Purchaser shall be the sole judge as to whether the said Bidder has committed any breach or breaches of any of the terms and conditions of the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser on account thereof, and the decision of the Purchaser that the said Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser from time to time shall be conclusive, final and binding on the Bank.
4.	We undertake to pay to the Purchaser, any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
5.	It shall not be necessary for the Purchaser to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Purchaser may have obtained or obtains from the Bidder.
6.	We (indicate the name of Bank) further agree with the Purchaser, that the Purchaser shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Enquiry or to extend time of performance by the said Bidder from time to time or to postpone for any time of from to time any of the powers exercisable by the Purchaser against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Enquiry and we shall not relieved from our liability by reasons of any such variation, or extension being granted to said Bidder or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser, to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

8.	We (indicate the na except with the previous written cor				Guarantee during its currency
9.	Notwithstanding anything contained to Rs. guarantee shall remain in force until against us to enforce a claim under all your rights under this guarantee liability hereunder.	(Rupees. Ithis guarante	_ (Date of expire	y of Bid validity	) and our y). Unless a demand is made e date of expiry of Bid validity,
DA Baı	TE: nk)			For	(indicate the name of
PL	ACE:				

## BANK GUARANTEE PROFORMA

1.	As agreed under the relevant terms and conditions of Purchase Order Ref
	supply performance by way of an irrevocable Bank Guarantee for Rs
2.	We(indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser, by reason of breach by the said supplier of any of the terms and conditions contained in the said Purchase Order or by reason of the supplier's failure to perform the said Purchase Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs
3.	The Bank further agrees that the Purchaser shall be the sole judge as to whether the said Supplier has committed any breach or breaches of any of the terms and conditions of the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser on account thereof, and the decision of the Purchaser that the said Supplier has committed such breach or breaches and as to the amount or amounts of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser from time to time shall be conclusive, final and binding on the Bank.
4.	We undertake to pay to the Purchaser, any money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
5.	It shall not be necessary for the Purchaser to proceed against the Supplier before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Purchaser may have obtained or obtains from the Supplier.
6.	We (indicate the name of Bank) further agree with the Purchaser, that the Purchaser shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of

performance by the said Supplier from time to time or to postpone for any time of from to time any of the powers exercisable by the Purchaser against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not relieved from our liability by reasons of any such variation, or extension being granted to said Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser, to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7.	This Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.
8.	We(indicate the name of Bank) undertake not to revoke this Guarantee during its currency except with the previous written consent of the Purchaser, in writing.
9.	Notwithstanding anything contained in the foregoing clauses, our liability under this guarantee is restricted to Rs(Rupees) and our guarantee shall remain in force until(Date of expiry of warranty period + 60 Days). Unless a demand is made against us to enforce a claim under this guarantee within twelve months from the date of expiry of warranty period, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.
	DATE: For(indicate the name of Bank) PLACE:



## **POWER OF ATTORNEY**

Know by all men by these presents, We (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of
and on our behalf, all such acts, deeds and things necessary in connect ion with or incidental to our Proposal for "Request for Proposals for "Bid Number: <> including signing and submission of all documents and providing information / responses to the Department, representing us in all matters before Department, and generally dealing with the Department in all matters in connection with our Proposal for the said Project.
We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.
For,
Name: Designation: Date & Time: Seal:
Business Address:
Accepted,
(Authorized Signatory) (Name, Title and Address of the Attorney)  Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- The Power of Attorney shall be provided on Rs.100/- stamp paper.
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the company Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.



#### Annexure -16

#### **DECLARATION**

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

To,
AGM-MM(NS)
ITI Limited,

Sub: Declaration against Tender No. Ref: ITI/NSU/2025/BN3/HP/SECURITY/2025-26

Date: 30/07/2025

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 period of agreement and also acknowledge bearing consequences 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 persor
	Full Name & 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.



#### Annexure- 17







# हिंदी केवल एक भाषा नहीं बल्कि हमारी राष्ट्रीय पहचान है।

## आईटीआई लिमिटेड

नेटवर्क सिस्टम्स यूनिट - वित्त दूरवाणीनगर, बेंगलूरु - 560 016, भारत

: +91 (80) 2566 0503 : +91 (80) 2565 1714

ई.मेल : cfm\_nsu@itiltd.co.in वेबसाइट : www.itiltd.in

CIN No. : L32202KA1950GOI000640

### ITI LIMITED

Network Systems Unit - Finance Dooravaninagar Bengaluru-560 016, India.

Tel :+91 (80) 2566 0503 :+91 (80) 2565 1714

E-mail : cfm\_nsu@itiltd.co.in Website : www.itiltd.in GSTIN No. : 29AAACI4625C2ZU

#### MANDATE FORM FOR PAYMENT

1. Beneficiary Name & Address:

ITI Limited, Network Systems Unit

Dooravaninagar, Bangalore 560 016

2. Bank, Branch Name & Address

State Bank of India

Industrial Finance Branch, Residency Road,

Bangalore - 560 025

3. Bank Account Number

10637729843

4. Bank MICR Code

560002059

5. Bank RTGS/ IFSC Code

SBIN0009077

7. Type of Account

CC A/C

8. PAN NO.

AAACI4625C

I do hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, the customer will not be responsible.

Yours faithfully

For ITI Limited, N.S. Unit

KANCHANA

Authorized Signatories

anchana

KANCHANA
Dy. Finance Manager
Network Systems Unit,
ITI Limited, Doorvaninagar,
Bangalore - 560016

पंजीकृत एवं निगमित कार्यालय : आईटीआई भवन, दुरवाणीनगर, बॅगलूरु - 580016, भारत फोन : +91 (080) 2561 4466, फैक्स : +91 (080) 2561 7525

Registered & Corporate Office : ITI Bhavan, Doorvaninagar, Bengaluru - 560016, India Phone: +91(080) 2561 4466, Fax: +91(080) 2561 7525

TIN : 29980058837 GSTIN : 29AAACI4625C2ZU CIN : L32202KA1950G01000640 Vist our Website : www.itiltd.in

-	3-4	a	S.No	
Security Service Manpower DGR Approved (Without Armed)		ь	Description	PRICE BID FORMAT (BOQ)  Engaging of registered Security Agencies empanelled by DGR/State Ex-servicemen Security Corporation for providing Security Services and Firefighting at ITI Limited C/o Telephone Exchange Building CTTC Campus Sundarnagar Village Ropa District – Mandi(H.P.)  VENDOR NAME
04 Nos		0	QTY	vered S
		d	BASIC QTV pay+VDA=Dail y Wages	d Security Agencie VENDOR NAME
		е	ES13.25% of EPF 12% of EDLI 0.5% (d) (d) of (d)	empanelled by
		f	EPF 12% of (d)	DGR/State Ex
		89	EDLI 0.5% of (d)	-servicemen
		h	Admin ch.0.5% of (d)	Security Co
			Admin HRA @8% or 1800/- (d) HRA west or 1800/- whichever is higher	orporation fo
	Security S		ESI Medical allowance 3.25% of HRA	PRICE or providing Se
	ervice Manpo	χ.	ESI Medical Annual allowance bonus 8.33% of HRA of (d)	BID FORM
	Security Service Manpower (DGR Approved)	-	Uniform & Washing allowance 8% of (d) (5%+3%)	PRICE BID FORMAT (BOQ) roviding Security Services and Firefighting a
	oved)	Э	TOTAL (d to I)	) g at ITI Limit
		מ	Leave relief charges 1/6th total of (m)	ed C/o Telepho
		0	Total (m+n)	ne Exchan
		q	SERVICE CHARGE 10% of (o)	ge Building CTT
		۵	SERVICE TOTAL CHARGE 10% WAGES PER of (0) DAY (0+p)	rC Campus Sui
		7	0.10189	ndarnagar Villag
		s	Total including GST (q+r)	Village Ropa
		~	EXPENDITURE FOR ONE MONTH (\$ x 26 x c)	a District – Mand
		c	EXPENDITURE FOR 12 MONTHS (t x 12)	li(H.P.)

14016	
a.	a. The service charge quoted shall not be less than the TDS liability as per Income Tax Act.
5	b. The selection of the vendor will be decided on the basis of service charge quoted by the bidder which should remain same for all kind of
sec	security personnel as well as other parameters like minimum wages, ESI Contribution, EPF Contribution (Employer share), and GST etc are as
per	per Statutory Provisions.
C	c. All blank spaces should be filled with relevant information.
Ω.	HRA will not be admissible, if quarter allotted and other charges (electricity and water charges) will be deducted from the bills.

saleologe Paylous

## MINIMUM WAGE NOTIFICATION

# DIRECTORATE GENERAL OF RESETTLEMENT MINISTRY OF DEFENCE GOVERNMENT OF INDIA, WEST BLOCK IV RK PURAM, NEW DELHI 110066



#### NOTICE OF REVISION OF MINIMUM WAGES FOR ONE DAY W.E.F. 01 April 2025

- 1. Reference Government of India, Ministry of Defence Office Memorandum No 28(75)/2020-D (RES-I) Dated 13 May 2021 and Corrigendum dated 23 Jun 2021 regarding Guidelines for functioning of DGR Empanelled Ex-Servicemen Security Agencies.
- 2. Consequent to revision of **Minimum Wages** by Ministry of Labour and Employment, vide Government of India, the Ministry of Labour & Employment, Government of India, Office of the Chief Labour Commissioner(C) order File. No. 1/6(6)/2025-LS-II dated 28 March 2025 for Employment of personnel of the Central sphere, for **Watch and Ward Duties** and ibid office memorandum. The under mentioned **Minimum Wages for one Watch (8 hours)** are **the rates (All components)** below which the quotations at all stages of Tendering to the Principal Employer and payment to the guards & other staff employed **Will NOT** be made by DGR sponsored security agencies / Corporations throughout the country with effect from 01 April 2025.

		AREA A				
S No	Description	Percentage( To be read in conjunction with latest rules/ regulations and policies promulgated by Competent Government Authority)	Security Guards without arms (skilled)	Security Guard with arms (Highly skilled)	Supervisor (Highly skilled)	Remarks
(a)	Basic Wage(BW) plus Variable Dearness Allowance(VDA)		981	1065	1304.73	Center or State whichever is higher is payable.     See Note 1 & 5
(b)	Employees State Insurance (ESI)/ Medical Allowance. Employees Compensation Act shall be applicable, in areas/ to personnel, not covered under ESI Act.	For ESI applicability : 3.25% of Basic plus VDA	For ESI applicability: 3.25% of Basic plus VDA  As applicable S		See Note 2, 10 & 11	
(c)	Employees Provident Fund (EPF)	12% of Basic plus VDA	As applicable			See Note 9, 10 & 11
(d)	Employees Deposit linked Insurance (EDLI)	0.5% of Basic plus VDA	As applicable			or as notified from time to time
(e)	Administrative Charges(EPF & EDLI)	0.5% of Basic plus VDA	As applicable			
(f)	House Rent Allowance (HRA)	24% of Basic plus VDA or Rs 5400 (Whichever is higher)	235.44	255.60	313.14	See Note 3, 9, 10 & 11 or as notified from time to time Revision of HRA percentage to be incorporated as and when notified as per Govt Notification on the subject.
(g)	ESI/ Medical Allowance on HRA	3.25% of HRA	As applicable			See Note 2, 9, 10 & 11 or as notified from time to time
(h)	Annual Bonus	8.33% per month (Basic plus VDA)	As applicable			See Note 4, 9 & 10 or as notified from time to time
(i)	Uniform Outfit Allowance	5% of Basic plus VDA	49.05	53.25	65.24	
-	Uniform Washing Allowance	3% of Basic plus VDA	29.43	31.95	39.14	
	Sub Total of (a) to (j)		24			Cost per Watch (8 hours) for every guard
	Reliever Charges 1/6th of serial (k)	To be incorporated only whe     All mandatory deductions in     and (g) to be deposited with co	respect of the r	eliever as	s applicable	days. at serial (b), (c), (d), (e)
	Total Cost per day	Sum of (k) and (l)			ye and the second secon	
	Service Charge	10% (fixed) for contracts under 13 May 2021 onwards on Ser 2(	negotiation/ co m) till migration	ntracted to GeM	from	See Note 7, 8 & 11
-	Sum Total	Sum of (m) and (n)				See Note 7 & 8
(p)	GST	As per prevailing rates				As Notified

AREA 'A' - Ahmedabad (UA), Hyderabad (UA), Faridabad complex (M.Corpn), Bengaluru (UA), Kanpur (UA), Ghaziabad (UA), Delhi (UA), Chennai (UA), Noida, Greater Mumbai (UA), Nagpur (UA), Secunderabad, Kolkata (UA), Lucknow (UA), Gurgram (M. Corpn), Navi Mumbai (UA), Pune (UA)

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## AREA -B

S No	Description	Percentage( To be read in conjunction with latest rules/ regulations and policies promulgated by Competent Government Authority)	Security Guards without arms(skilled)	Security Guard with arms (Highly skilled)	Supervisor (Highly skilled)	Remarks	
(a)	Basic Wage(BW) plus Variable	e Dearness Allowance(VDA)	893	981	1187.69	Center or State whichever is higher is payable.     See Note 1 & 5	
(b)	Employees State Insurance (ESI)/ Medical Allowance. Employees Compensation Act shall be applicable in areas/ personnel, not covered under ESI Act.	3.25% of Basic plus VDA	As applicable		See Note 2, 10 & 11		
(c)	Employees Provident Fund (EPF)	12% of Basic plus VDA	As applicable			See Note 9, 10 & 11 or as notified from time	
(d)	Employees Deposit linked Insurance (EDLI)	0.5% of Basic plus VDA	As applicable			to time	
(e)	Administrative Charges(EPF & EDLI)	0.5% of Basic plus VDA	As applicable				
(f)	House Rent Allowance (HRA)	16% of Basic plus VDA or Rs 3600 (Whichever is higher)	142.88	156.96	190.03	See Note 3, 9, 10 & 11 or as notified from time to time Revision of HRA percentage to be incorporated as and when notified as per Govt Notification on the subject.	
(g)	ESI/ Medical Allowance on HRA	3.25% of HRA	As applicable		See Note 2, 9, 10 & 11 or as notified from time to time		
(h)	Annual Bonus	8.33% per month (Basic plus VDA)	As applicable			See Note 4, 9 & 10 or as notified from time to time	
(i)	Uniform Outfit Allowance	5% of Basic plus VDA	44.65	49.05	59.38		
(j)	Uniform Washing Allowance	3% of Basic plus VDA	26.79	29.43	35.63	THE HEALTH IS	
(k)	Sub Total of (a) to (j)					Cost per Watch (8 hours) for every guard	
(1)	Reliever Charges 1/6th of serial (k)	days at serial (b), (c), (d), (e) and					
(m)	Total Cost per day	Sum of (k) and (l)					
(n)	Service Charge	1. 10% (fixed) for contracts May 2021 onwards on Ser 2	See Note 7 & 8				
(0)	Sum Total	Sum of (m) and (n)			V	See Note 7 & 8	
p)	GST	As per prevailing rates			La	As Notified	

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## AREA-B

Agra	(UA)	Indore	(UA)	Ranchi	(UA)
Ajmer	(UA)	Jabalpur	(UA)	Saharanpur	(M.Corp)
Aligarh	(UA)	Jaipur	(M.Corp)	Salem	(UA)
Allahabad	(UA)	Jalandhar	(UA)	Sangli	(UA)
Amravati	(M.Corp)	Jalandhar Cantt	(UA)	Shilong	
Amritsar	(UA)	Jammu	(UA)	Siliguri	(UA)
		Jamnagar	(UA)	Solapur	(M.Corp)
Asansol	(UA)	Jamshedpur	(UA)	Srinagar	(UA)
Aurangabad	(UA)	Jhansi	(UA)	Surat	(UA)
Bareilly	(UA)	Jodhpur	(UA)	Thiruvanantapuram	(UA)
Belgaum	(UA)	Kannur	(UA)	Thrissur	(UA)
Bhavnagar	(UA)	Kochi	(UA)	Tiruchirappalli	(UA)
Bhiwandi	(UA)	Kolhapur	(UA)	Tiruppur	(UA)
Bhopal	(UA)	Kollam	(UA)	Ujjain	(M.Corp)
Bhubaneshwar	(UA)	Kota	(M.Corp)	Vadodara	(UA)
Bikaner	(M.Corp)	Kozhikode	(UA)	Varanasi	(UA)
Bokaro Steel City	(UA)	Ludhiana	(M.Corp)	Vasai-Virar City	(M.Corp)
Chandigarh	(UA)	Madurai	(UA)	Vijaywada	(UA)
Coimbatore	(UA)	Malappuram	(UA)	Vishakhapatnam	(M.Corp)
Cuttack	(UA)	Malegaon	(UA)	Warangal	(UA)
Dehradun	(UA)	Mangalore	(UA)		
Dhanbad	(UA)	Meerut	(UA)		
Durgapur	(UA)	Moradabad	(M.Corp)	- X	The same
Durg-Bhilai Nagar	(UA)	Mysore	(UA)		
Erode	(UA)	Nanded Waghala	(M.Corp)		
Firozabad		Nasik	(UA)		
Goa		Nellore	(UA)		
Gorakhpur	(UA)	Panchkula	(UA)		
Greater Vishakhapatnam	(M.Corp)	Patna	(UA)		
Gulbarga	(UA)	Port Blair	(UA)		
Guntur	(UA)	Puducherry	(UA)		
Guwahati	(UA)	Raipur	(UA)		
Gwalior	(UA)	Raurkela	(UA)	1/	
Hubli-Dharwad	(M.Corp)	Rajkot	(UA)	60	X.

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## AREA-C

S No	Description	Percentage( To be read in conjunction with latest rules/ regulations and policies promulgated by Competent Government Authority)	Security Guards without arms(skilled)	Security Guard with arms (Highly skilled)	Supervisor (Highly skilled)	Remarks	
(a)	Basic Wage(BW) plus Variable	BW) plus Variable Dearness Allowance(VDA)		760 893		Center or State whichever is higher is payable.     See Note 1 & 5	
(b)	Employees State Insurance (ESI)/ Medical Allowance. Employees Compensation Act shall be applicable in areas/ personnel, not covered under ESI Act.	3.25% of Basic plus VDA	As applicable			See Note 2, 10 & 11	
(c)	Employees Provident Fund (EPF)	12% of Basic plus VDA	As applicable			See Note 9, 10 & 11 or as notified from time to	
(d)	Employees Deposit linked Insurance (EDLI)	0.5% of Basic plus VDA	As applicable			time	
(e)	Administrative Charges(EPF & EDLI)	0.5% of Basic plus VDA	As applicable		-		
(f)	House Rent Allowance (HRA)	8% of Basic plus VDA or Rs 1800 (Whichever is higher)	60.80	71.44	80.86	See Note 3, 9, 10 & 11 or as notified from time to time Revision of HRA percentage to be incorporated as and when notified as per Govt Notification on the subject.	
(g)	ESI/ Medical Allowance on HRA	3.25% of HRA	As applicable		See Note 2, 9, 10 & 11 or as notified from time to time		
(h)	Annual Bonus	8.33% per month (Basic plus VDA)	As applicable		See Note 4, 9 & 10 or as notified from time to time		
(i)	Uniform Outfit Allowance	5% of Basic plus VDA	38.00	44.65	50.54	¥:	
(j)	Uniform Washing Allowance	3% of Basic plus VDA	22.80	26.79	30.32		
(k)	Sub Total of (a) to (j)					Cost per Watch (8 hours) for every guard	
(I) <sub></sub>	Reliever Charges 1/6th of serial (k)	To be incorporated only v     All mandatory deductions     and (g) to be deposited with	s in respect of t	he relieve	r as applicab	st days le at serial (b), (c), (d), (e)	
(m)	Total Cost per day	Sum of (k) and (l)					
(n)	Service Charge	1. 10% (fixed) for contracts 13 May 2021 onwards on Se	See Note 7 & 8				
(o)	Sum Total	Sum of (m) and (n)				See Note 7 & 8	
(p)	GST	As per prevailing rates		,	V.	As Notified	

AREA -C: AREAS NOT COVERED IN AREA-A AND AREA-B

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#### Notes:-

- 1. Wherever the State Minimum Wages are higher than the wages notified herein, the higher wages shall stand protected and would be payable.
- 2. <u>ESI</u>. The employees employed in the Watch & Ward duties shall be covered under the Employees State Insurance Act 1948 as amended from time to time based on the Gazette Notifications by respective State Governments covering the areas under the ESI Act. Those areas or personnel, which / who, are not covered under ESI Act, shall be covered under The Employees Compensation, Act 1923 (as amended through EC (Amendment) Act 2017), as applicable.
- 3. <u>HRA</u>. The classification of the areas for the purpose of calculation of HRA is to be taken as per the classification of areas for **HRA promulgated by the Ministry of Finance**, **Govt. of India**. Any change / revision of HRA percentage to be incorporated as and when notified as per Govt Notification on the subject and shall be applicable from such date as notified.
- 4. <u>Bonus</u>. Bonus is mandatory as per Payment of Bonus Act 1965 (as amended vide payment of bonus Amendment Act 2015), concerned month's wage as fixed by DGR or State Govt or Rs. 7,000/- whichever is higher is payable to the security guard/supervisor w.e.f 01 April 2014. For calculation of applicability of Bonus on monthly basis the total Basic plus VDA as admissible to each individual including relievers shall be calculated based on number of days worked in the particular month on daily wage.
- 5. Paid Rest Day. The security guards are entitled to a paid rest day in every period of seven days. (Refer Section 13(b) of the 'Minimum Wages Act, 1948' and Rule 23 of the 'Wages (Central) Rules, 1950'). When a security guard is requisitioned by the Principal Employer to work for more than 48 hours in a week, he is entitled to wages on overtime rates for the additional period at double the ordinary rates in addition to the wages for the rest day. Daily minimum wage of this minimum wage notification of DGR as derived from Minimum Wage Notification of Chief Labour Commissioner File. No. 1/27(6)/2024-LS-II dated 25 September 2024, is inclusive of paid rest day.
- 6. Number of Working Days. As governed by the Contract Labour Act 1970 (as amended from time to time), a contract labour can work for maximum of 48 hours in a week and not more than eight hours in one day. Therefore, under DGR security agency scheme, an employee can work for eight hours each day for six days in a week with seventh day as paid rest day. Hence, in a month of 30 days an employee shall work for not more than 26 days while in a month of 31 days same employee can work for maximum of 27 days. In such case, leave relief shall be made for the balance four days in any month (30 / 31 days month) as applicable.
- 7. <u>Leave</u>. Payment for leave relief during the leave as mandated by Centre/ State Govts./ Principal Employer/ Service recipient will also be admissible by the Principal Employer/ Service Recipients.
- 8. Additional Charges. Additional charges will be levied in case of service being provided in Central/ State Government Notified remote/disturbed/hazardous areas as Field Allowance @ 25 percent of Basic Pay plus VDA will be entitled to ESM security guards when working in remote/ disturbed area such as Northern Eastern States, UT of J&K & Leh, LWE affected areas etc, or when working in areas hazardous to health such as Coal Fields Mines, Pipelines etc. The ESM Security Agency will be paid Service Charges including Additional Charges, if applicable.
- 9. <u>Uniform Outfit Allowance</u> 'The Uniform Outfit Allowance has been incorporated in the DGR Minimum Wage notification to defray the cost of Uniform provided to all the guards employed. In case the guards confirm that the uniform has been provided by the security agency, the money as per rates given in DGR Wage Notification can be recovered by the security agency, otherwise the money can be retained by the guards, in case they have purchased the uniform at their own expenditure. This aspect shall be covered as part of the contract under taken by the Security Agency, both with the security guards / supervisors and the Principal employer.'
- 10. The daily wages shall be the minimum wages below which the employees employed in the watch & ward duties shall not be paid. The security agencies shall acquaint themselves with the relevant statutory provisions and carry out the market survey before bidding/ quoting the rates of basic daily wage including the variable dearness allowance but the same will not be below the minimum wages as given above.
- 11. Wages are subject to amendments as and when promulgated by concerned authorities from time to time.
- 12. Para 2(b), (c,) (f), (g), (h), (l) and (n) of this Notice shall be calculated by the security agencies and PSUs/service recipients, as per the governing statutory provisions, as applicable.

13. Any welfare measures laid down by the Central / State Enactments shall be duly complied with by the security agencies and PSUs / Principal employers / service seekers.

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## ADDITIONAL INSTRUCTIONS FOR VENDORS

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

## 1. REGISTRATION PROCESS ON ONLINE PORTAL

- a) Bidders to enroll on the e-Procurement module of the portal (https://itilimited.ewizard.in) by clicking on the link "Bidder Enrolment".
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.
- c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- f) After registration send mail to Helpdesk: <a href="helpdeskeuniwizarde@gmail.com">helpdeskeuniwizarde@gmail.com</a> for Account activation.
- g) As per portal norms Registration Fee will be applicable.

#### 2. TENDER DOCUMENTS SEARCH

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, Estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

#### 3. BID PREPARATION

a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

#### 4. BID SUBMISSION

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

#### 5. AMENDMENT OF BID DOCUMENT

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

#### **6. ASSISTANCE TO BIDDERS**

- a) Any queries relating to the tender document and the terms and conditions contained there in should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to e- Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, eprochelpdesk.01@gmail.com, eprochelpdesk.44@gmail.com, eprochelpdesk.06@gmail.com
- c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- d) The bid should be submitted through e-Wizard portal (<a href="https://itilimited.ewizard.in">https://itilimited.ewizard.in</a>) only.
- e) All payments should be done through e-Wizard Payment gateway.