





दिनांक /Dated: 18-07-2025

# बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details		
बिड बंद होने की तारीख/समय /Bid End Date/Time	09-08-2025 17:00:00	
बिड खुलने की तारीख/समय /Bid Opening Date/Time	09-08-2025 17:30:00 180 (Days)	
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)		
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Education	
विभाग का नाम/Department Name	Department Of Higher Education	
संगठन का नाम/Organisation Name	Indian Institute Of Management (iim)	
कार्यालय का नाम/Office Name	173025	
वस्तु श्रेणी /Item Category	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Armed and Unarmed Security Guards	
अनुबंध अविध /Contract Period	2 Year(s)	
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	160 Lakh (s)	
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)	
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes	
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	

बिड विवरण/Bid Details		
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)	
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	3	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7	
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No	
बिड का प्रकार/Type of Bid	Two Packet Bid	
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days	
न्यूनतम मूल्य/Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.	
अनुमानित बिंड मूल्य /Estimated Bid Value	4000000	
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation	
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes	
मध्यस्थता खंड/Arbitration Clause	No	
सुलह खंड/Mediation Clause	No	

# ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	ICICI	
ईएमडी  राशि/EMD Amount	800000	

# ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	38

- (a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- (b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

## लाभार्थी /Beneficiary :

Director, IIM Sirmaur

173025, Department of Higher Education, Indian Institute of Management (IIM), Ministry of Education (Director, Iim Sirmaur)

## विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

# एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

## एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes

- 1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

- 4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
- 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost: or
- 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost: or
- 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public SectorUndertakings/ Autonomous Bodies in last N financial years: As per Terms & Conditions

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public SectorUndertakings/ Autonomous Bodies in last N financial years: As per T&C

Geographic Presence: Office registration certificate: As per T&C

Scope Of Work For the Service: 1752475147.pdf

Competent Authority Approval for the additional conditions: 1752475376.pdf

#### Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue	
19-07-2025 16:00:00	Pre-bid meeting will be held online on 30.07.2025 at 03:00 PM. The prospective bidder may submit their request for a pre-bid meeting through email to purchaseoffice@iimsirmaur.ac.in with subject line: "Pre-Bid Meeting for Tender for Security Manpower Services at IIM Sirmaur up to 03:00 PM on 29.07.2025. Online meeting link shall be shared with the interested bidders by email on request only. Any query received after this date & time will not be entertained further. All concerned are requested to regularly visit the website www.iimsirmaur.ac.in	

# Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Armed And Unarmed Security Guards (70)

## तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values	
कोर / Core		
Type of Establishment / Area Office/Commercial/Institutions/ Reside		
Category of Profile	Armed and Unarmed Security Guards	
Category of Skills	Skilled , Highly Skilled	
Gender	No Preference	

विवरण/ Specification	मूल्य/ Values	
Duty Hours in a day	8	
Qualification	Secondary School	
Ex Servicemen	Optional	
Age Limit	Up to 50 years	
Years of Experience	0 - 3 years	
Additional Requirements for the Security Personnel	undefined	
एडऑन /Addon(s)		

# अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

# परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Pranav Chauhan	173025,IIM Sirmaur, Rampur Ghat Road, Paonta Sahib PAN No-AAAAI9266R GSTIN- 02AAAAI9266R1Z5	70	<ul> <li>Number of working days in a month: 26</li> <li>Tenure/ Duration of Employment (in months): 24</li> <li>Basic Pay (Minimum daily wage): 760</li> <li>Provident Fund (INR per day): 69.23</li> <li>EDLI (INR per day): 3.80</li> <li>ESI (INR per day): 24.7</li> <li>EPF Admin charge (INR per day): 7.6</li> <li>Bonus (INR per day): 7.6</li> <li>Bonus (INR per day): 0</li> <li>Optional Allowance 1 (in Rupees): 0</li> <li>Optional Allowance 2 (in Rupees): 0</li> <li>Optional Allowance 3 (in Rupees): 0</li> </ul>

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तै/Buyer Added Bid Specific Terms and Conditions

#### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

## 2. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

#### **SCOPE OF WORK**

The contractor shall have to provide comprehensive security services in the IIM Sirmaur. The contractor shall ensure protection of the personnel & property of the Department, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the campus of the Department building.

#### **Duties and Responsibilities of Security Staff:**

- 1. The Security Gate Supervisor checks and permits outside individuals to enter the campus after proper v erification and approval. If an outsider wishes to meet any official or student, prior confirmation from the c oncerned official is required.
- 2. Ensure that no prohibited items, such as liquor or drugs, are allowed inside the campus.
- 3. The Security Supervisor should oversee the biometric attendance system.
- 4. To monitor the movement of materials entering and exiting the campus, ensuring they are accompanied by a gate pass issued by the competent authority.
- 5. The Security Supervisor frequently patrols all areas where other quards are discharging their duties.
- 6. The Security Guard should inform the concerned Administrative Officer in case of any water leakage, fir e, or other such incidents in the institute.
- 7. The Security Supervisor manages the keys to the concerned offices/buildings.
- 8. If any outside person or relative wishes to meet a hostel student, the Security Supervisor may permit th em only after properly verifying their credentials and identity. Unauthorized individuals should not be allow ed inside the campus. If any unauthorized person is found on the premises, the Security Supervisor must r eport it to the authorities immediately.
- 9. The Night Security Gunman and Night Supervisor should patrol at least 4 times during night shift within the intervals of two hours from the main gate to the hostel and other locations of the campus. If they foun d any outsider or suspicious individual, they should immediately hand them over to the Security Superviso r. The agency must make a dedicated vehicle with petrol available for patrolling purposes all the time.
- 10. If any guard is found drinking, smoking, or engaging in any undesirable activity during their duty hours , appropriate action will be taken.
- 11. The guard should ensure that no dogs are present near the mess area.
- 12. The guard should ensure that garbage is lifted according to the scheduled timing. If it is not collected a s per the schedule, the guard should report it to the designated administrative authority of the institute."
- 13. The guard should ensure that all electronic appliances are switched off during lunch breaks and after o ffice hours.
- 14. The guard should ensure all office doors, windows, etc., are properly locked after off time.
- 15. The Agency shall be responsible for overall security measures and arrangements to safeguard the mov able and immovable property and the prevention of theft within the Campus
- 16. Controlling the IPs/visitors to the institute.

- 17. Protection of persons and property.
- 18. Evacuation of occupants in case of fire or natural calamities.
- 19. Prevention of unauthorized entry of personnel, including all types of outside vendors, in the entire cam pus.
- 20. The vehicles that enter the premises must be identified, noted in the Register, and parked at designat ed places.
- 21. Fire fighting.
- 22. The Agency staff shall work on duty and they will be deployed in three shifts i.e. 6 AM to 2 PM / 2PM to 10 PM / 10 PM to 6 AM. The guard of the previous shift will submit the attendance of the incoming guard wi thin 15 minutes of the commencement of the shift.
- 23. The Agency shall provide proper uniform, whistle, baton for the day shift workers and Torch Light and 5 ft. long stick for staff on night duty.
- 24. The agency shall provide a latest communication devices (walkie-talkie) to guards in all locations of th eir duty.
- 25. The Agency shall be fully responsible for the performance and fitness on their duty of their personnel (Guards). For this, the Agency will have to keep close liaison with the institute authorities, Caretaker and concern Officer/department IIM Sirmaur.
- 26. The Agency shall be required to maintain a round-the-clock (24x7) Control Room/Surveillance Room, e quipped with CCTV monitoring systems, a dedicated telephone line, and a mobile contact number. The Con trol Room/Surveillance Room shall be manned by trained security personnel capable of effectively managing its operations. The names and contact details of the personnel assigned to this duty must be submitted in advance. This facility must remain operational at all times to enable prompt communication in the even t of any extraordinary or emergency situation.
- 27. The Agency shall undertake any other work of similar nature assigned to them by the competent authority from time to time.
- 28. The security personnel shall watch that there are no unidentified /unclaimed /suspicious objects/person s in the buildings/premises.
- 29. The security personnel shall also ensure that all the electrical equipment/instruments/ lights, and fans must be switched off at the time of closure of the office or part of the office.
- 30. The security guards must be deployed in such a way that no part of the building /premises remains un noticed /unattended.
- 31. The security personnel should not leave the point until the reliever comes for shift duties.
- 32. Thorough checking of incoming and outgoing material against the proper Gate pass, duly signed by th e authorized signatory.
- 33. To ensure that no hawkers, marketing persons, or vendors are allowed onto the campus without permi ssion.
- 34. The security guards must take a round of the buildings at fixed intervals.
- 35. Collecting intelligence about anti-social and other subversive elements in the crowd, and also being ale rt in tackling the mischief-makers trying to gain entry on the campus.
- 36. The agency will keep an entry register at the gate for entry of non-regular visitors.
- 37. The agency will ensure proper procedure for the exit of any item/ property of the institute through the main/exit gate.
- 38. The guards on duty will make regular rounds of the building to avoid theft. The designated night duty s ecurity guard patrolling the campus must frequently patrol in main area and
- 39. The Security guards deployed at the gate will keep discipline at the gate and outside the entrance & en sure smooth flow of traffic of incoming and outgoing vehicles.

#### **GENERAL TERMS & CONDITIONS**

- 1. The Contractor should engage all guards from the category of not above the age of 50 years. The Cont ractor shall provide satisfactory proof of the status of the Security Guards before their deployment. The S ecurity agency shall not employ any person below the age of 21 years and above the age of 50 years. Man power so engaged should have a minimum of two years of experience in the security services. Contractor shall employ Ex-Servicemen or retired state police personnel. In such case the candidate for security guard should possess at least SSLC/10th standard pass and any Bachler degree for security supervisor with five y ears of experience. In case enough Ex-serviceman are not available, the contractor may employ other after due approval of the institute.
- 2. All statutory requirements/obligations like licenses, state approvals, NOCs, Tax payments, etc., will be the responsibility of the contractor. The contract will be initially valid for two years, which can be extended for a further period of one year on mutual consent and on the same rate, terms & conditions subject to satisfactory performance.
- 3. The contract may be terminated on the circumstances indicated below:
- (i) Either party can terminate the agreement by giving three months' notice to IIM Sirmaur or vice versa.
- (ii) If the contractor fails, or if neglects to render any of the required services to the satisfaction of IIM Sirm aur or if the contractor commits any breach of any obligations hereunder this agreement, the agreement / contract can be terminated by IIM Sirmaur without any notice to the Contractor. IIM Sirmaur will be free to hire any other contractor at the RISK and COST of the Contractor/ Agency. In this scenario, the security de posit of the contractor can also be forfeited.
- (iii) If the business of the contractor is wound up or dissolved or if any receiver is appointed or attachmen t is levied in respect of any affairs of its properties and assets.
- 4. The Bidder should carefully read and understand this tender before filling in and submitting the bid. No claim whatsoever will be entertained for any alleged ignorance thereof. Tender must be submitted in original and without making any additions, alternations, and as per details given in other clauses given hereun der. The requisite details shall be filled in by the Bidder in the Tender Document wherever required.
- 5. The institute has following tentative (initial) requirement of **70** numbers of persons:
- a) Supervisor 06 no.
- b) Security Guards with arms 04 nos.
- c) Security Guards without arms Men 50 nos.
- d) Security Guards without arms Women 10 nos.

Categorization of persons like Highly Skilled & skilled etc. shall be with the Institute.

However, the number may be increased or decreased as per requirement of the Institute. Before sending the manpower for assessment at IIM Sirmaur, the bidder will be required to send their bio-data to IIM Sirmaur and if the same is found suitable/acceptable to IIM Sirmaur, the bidder will be required to send the manpower to IIM Sirmaur for assessment of the manpower's suitability for the job for which no payment will be made by IIM Sirmaur. If the same are found to be suitable then only, the contractor / bidder shall depute him/her. In case the manpower provided by the bidder/ contractor is not acceptable to the Administration, IIM Sirmaur, the contractor has to provide alternative within 3 days.

6. The successful bidder, who would be awarded the contract, would be responsible for providing the Non-judicial Stamp Paper of Rs.100 for execution of the Agreement within (10) ten days from the date of issuance of Service Order. Any delay, may render the Service Order null and void.

- 7. All statutory duties may be clearly specified. The services charge quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall cause forfeiture of the EMD/Security Deposit.
- 8. If the firm quotes less than 3.85% or more than 7.0% (including transaction charges), the bid shall be treated as unresponsive and will not be considered.
- 9. No bidder to contact IIM Sirmaur on any matter relating to its bid, from the time of opening of bids till the contract is awarded.
- 10. Any efforts by the bidder to influence any IIM Sirmaur Official regarding the tendering process may result in rejection of bid.
- 11. The Contractor at his/her own cost must provide standard liveries (uniform) at their own cost to the Se curity staff. The staff shall be in proper uniform with their identity card properly displayed.
- 12. The Eight Hours Shift will normally commence from 06:00 hrs to 14:00 hrs, 14:00 hrs to 22:00 hrs, and 22:00 hrs to 06:00 hrs and would be called Morning, Evening, and Night Shifts respectively. However, the timings of the shift are changeable and can be fixed by this institute from time to time depending upon the requirements. Prolonged duty hours (more than 8 hours at a stretch) shall not be allowed. No payment shall be made by this institute for overtime, double duty etc., if any.
- 13. The changes in the personnel deployed will not be allowed without prior approval/permission of IIM Sir maur.
- 14. IIM Sirmaur reserves the right either to accept or reject any or all the tenders at any time prior to the award of the contract, without citing any reasons.
- 15. The Service Provider should have a valid license from the competent licensing authority under the provisions of the Contract the Worker (Regulation and Abolition) Act, 1970, and the Contract the Worker (Regulation and Abolition) Central Rules, 1971.
- 16. The bidders, who are given the Service Order, will start their operation from the date specified in the s ervice order, consequent to signing of agreement with IIM Sirmaur and submission of the Security Deposit (10% of the Estimated Tender Value).
- 17. During the continuance of the agreement, the contractor shall, at his/her cost, employ, pay for such nu mber of staff to provide specified services at IIM Sirmaur and shall be solely responsible for the payment o f all salaries, remuneration and/or other dues or other emoluments, whatsoever to which such staff are or will be entitled or otherwise under any law for the time being in force or which may come in force during t he period of the Contract.
- 18. The contractor shall not employ any of his/her blood relation members in the IIM Sirmaur premises for said work.
- 19. The staff employed by the contractor for rendering the services as specified in the contract/agreemen t will be the employees of the contractor and will be on his/her pay-roll, and shall receive instructions from the contractor for their duties to be carried out by them and for the effective discharge of aforesaid duties and the obligation to the contract.
- 20. The contractor shall provide identity cards to the staff employed by him/her, which his/her employees shall wear while on duty or shall be produced on demand by the authority of the Institute designated for th is purpose.
- 21. That the contractor shall disburse the wages of employees, employed by him/her and deputed in the In stitute on or before every 5th day of the month. Wages are subject to change as per Govt. notification issu ed from time to time. Service charges of the contractor will also change accordingly. The disbursement of wages shall not be subject to release of payment by the IIM Sirmaur, i.e., the successful bidder /agency ca nnot delay the disbursement of wages on account of non-receipt of payment of the previous month from II M Sirmaur. In case of delay in disbursement of wages beyond the date specified for disbursement of wages, a penalty of Rs . 200/- per day per worker deployed will be levied on the contractor.
- 22. Fitness certificates of all the deployed staff by the contractor/agency needs to be submitted to the Ad ministration IIM Sirmaur within 10 days of the deployment.
- 23. The contractor shall provide necessary insurance cover in respect of the staff and other personnel em ployed or engaged by him/her. The cost for this insurance shall be borne by the contractor. The contractor must be registered with EPF and ESI. The employer's contribution of PF and ESI will be reimbursed on mont

h-to-month basis on production of voucher along with receipt and list of beneficiaries indicating their code number. He/she shall also comply with the provisions of Worker Law/Act, Contract Worker (Regulation and Abolition) Act, Employees State Insurance Act, Workman's Compensation Act, Payment of Wages Act, the Employees Provident Fund (and Family Pension Fund) Act, 1952 and all other Worker laws for the time being in force or may come in force during the contract/period.

- 24. It is primary responsibility of the contractor to ensure compliance of all Central/State/Local Bodies Stat utory requirements covered under all the relevant Acts/Regulations/Rules. He /She shall keep the IIM Sirm aur indemnified from the provisions of these Acts and Regulations, and omission, fault, breaches and/or an y claims, demands, loss, injury and expenses to which the Institute may be put or involved as a result of the contractor's failure to fulfill any of the above obligations and/or under the said Acts, enactments, rules a nd regulations framed there under and/or status and/or any bylaws or rules any of them, IIM Sirmaur shall be entitled to recover, any of such losses or expenses, which it may have to suffer or incur on account of s uch claims, demands, losses or injury, from the contractor's monthly payment or from the security deposit s without prejudice to its any other right under law.
- 25. While the workers of the contractor perform their duties (Scope of Work), it is to be ensured by contra ctor that no damage to any immovable or movable property is inflicted. That the contractor shall be responsible for any loss or damage to the properties of IIM, Sirmaur caused by any of the contractor's employee s, or staff by theft or otherwise and for that the contractor shall reimburse to IIM, Sirmaur the value of such property plus 10% service charges on demand in this behalf.
- 26. The contractor shall not engage any worker beyond the working hours prescribed in the relevant Work er laws applicable from time to time.
- 27. The Guards/workers deputed by the contractor has to mark attendance (in & out) on biometric machin e installed at main gate daily. If any Worker is found absent without any valid reason/ prior permission of t he concerned officer for six days continuously, he/she should be replaced by the contractor.
- 28. The Guards/worker deputed by the contractor shall not be allowed to stay inside the campus beyond s pecified working hours. In case they are required beyond the specified working hours, the concerned office r of the Institute will intimate the same to Contractor in advance.
- 29. All the workers deployed by the contractor must be covered under ESI and EPF from the day one and t hey must be provided the ESI and EFP card/ registration papers with a copy to the concerned officer of the Institute.
- 30. In case the IIM Sirmaur is being made party to any litigation by the employee of the manpower agency for any reason whatsoever, the manpower agency shall bear/ indemnify any cost incurred by the IIM Sirma ur.
- 31. The Service provider shall maintain all statutory Registers under the applicable laws. The Service Provi der shall produce the same, on demand, to the concerned authority of IIM Sirmaur or any other authority under law.
- 32. The Service Provider's personnel shall not have any right to claim any Benefit/ compensation/ absorpti on/regularization of services with the IIM Sirmaur under the provision of Industrial Disputes Act, 1947 or Co ntract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be require d to be submitted by the Service Provider to this office. Conditional bids shall not be considered and will be rejected out rightly at the very first instance.
- 33. For any theft happening in the campus shall be the responsibility of the contractor/agency. The due rec overy of the goods shall be done as deem fit or as decided by this institute.
- 34. IIM Sirmaur will only be responsible for release of monthly payment to the successful bidder within 30 days from date of submission of valid invoice with enclosures such as bank statement showing debit of wa ges paid to deployed manpower, ECR and challan for deposit of ESI and EPF and Challan for deposit of GST . The invoice shall contain the following components:
- a) Wages for the respective category declared by Central Labour Commissioner from time to time.
- b) Employer Share of ESI, wherever applicable (Employee-wise for manpower deputed at IIM Sirmaur)
- Employer share of EPF (as per limits prescribed) (Employee-wise for manpower deputed at IIM Sirmau
   r)
- d) Service charge quoted by the bidder on (a)

#### e) GST on (a)

For processing of monthly payment, it will be mandatory that the services provided by the successful bidd er are found to be satisfactory by the concerned office/department, IIM Sirmaur. Any other change(s), wha tsoever related to manpower provided by the contractor / successful bidder shall be borne by contractor/s uccessful bidder. IIM Sirmaur will not be responsible for any other payment, whatsoever.

- 35. No other costs, charges, wages, dues and compensation whatsoever to staff, employees or other perso ns employed by the contractor shall be payable by IIM Sirmaur or shall be claimed by the contractor from I IM Sirmaur for the services rendered or to be rendered under the agreement with the contractor in the IIM Sirmaur over and above the said contractual payment.
- 36. That irrespective of any contrary provisions herein contained this contract may further be renewed may be renewed on year on year basis as per the decision of IIM Sirmaur for a period mentioned above or less on the same terms and conditions as herein contained and on the exercise of such option by the IIM Sirmaur. The contractor shall immediately enter into a renewed agreement with IIM Sirmaur in writing.
- 37. That the rights hereunder and/or this contract cannot be assigned or otherwise transferred by the con tractor to any person or persons, firm or company, or corporation whatsoever without the written and prior approval of IIM Sirmaur.
- 38. Contractor shall submit workers EPF number and proof of payment of EPF, ESI etc as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at Institute. The security agency shall specifically ensure compliance of various Labour Laws/Acts including b ut not limited to with the following and their enactments/ amendments/notifications.
- (i) The payment of wages Act, 1936
- (ii) The Employee Provident Fund Act, 1952
- (iii) The Factory Act, 1948
- (iv) The Contract Labor (Regulation) Act, 1970
- (v) The Payment of Bonus Act, 1965
- (vi) The Payment of Gratuity Act, 1972
- (vii) The Employees State Insurance Act, 1948
- (viii) The Employment of Children Act, 1938
- (ix) The Motor Vehicle Act, 1988
- (x) The Minimum Wages Act, 1948
- (xi) The Private Security Agency Regulation Act, 2005
- (xii) The Equal Remuneration Act, 1976

#### 3. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

# 4. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

## 5. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

# 6. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

#### 7. Service & Support

The Service Provider is required to have at least 40 % of the required manpower on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.

#### 8. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

# 9. Payment

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

## 10. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

## 11. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Indian Institute of Management Sirmaur

Account No.

140701000266

IESC Code

ICIC0001407

Bank Name

ICICI Bank

Branch address

Paonta Sahib, District Sirmaur, H.P. 173025

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

# 12. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Indian Institute of Management Sirmaur Account No. 140701000266 IFSC Code ICIC0001407 Bank Name ICICI Bank Branch address

Paonta Sahib, District Sirmaur, H.P. 173025

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

# अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
- 16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the सामान्य नियम और शर्तै/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तै/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---