

Hiring of Agency for providing Security Services at STPI Jaipur & Jodhpur

Scope of Work

1. STPI Jaipur invites online bid from reputed, experienced, and financially sound professional security agencies or bidders for providing security services in the premises of STPI centers at Jaipur & Jodhpur (Rajasthan) :

Location of deployments and No. of Unarmed Security Guards required

S.No	State	Location	No. of Guards
1	RAJASTHAN	STPI-Jaipur IT 21 IT Park, EPIP, Sitapura Industrial Area, Jaipur, Rajasthan-302022	6
		STPI-Jodhpur C 1, Cyber Park, RIICO Heavy Industrial Area, Near Saras Dairy, Jodhpur, Rajasthan-342003	3
Total			09

***No security personnel will work for more than 48 hours a week and 26 days a month, although services will be provided by the agency for 30 days/month. Also, Standby staff/reliever for the remaining service days in the month will be provided by the service provider.**

2. STPI has an initial requirement for uniformed, trained security guards. The requirement of STPI is only indicative and may further increase or decrease during the period of the contract depending upon the exigency of work.
3. STPI reserves the right to deploy security guards in any location under STPI-Jaipur and Jodhpur.
4. **The remunerations payable to each deployed individual shall adhere to the minimum wages set forth by Rajasthan state act, subject to updates by the State Government as per prevailing regulations.**
5. **Deployment of Security Manpower Service at STPI Jaipur and Jodhpur premises should be provided on 24/7 basis.**
6. The security personnel deployed shall maintain records of inward and outward movement of Employees, Guests & Visitors, vendors or their representative along with the inward & outward record of materials & vehicles etc. with proper check on the same as per instructions given from time to time by Authorized Officer of respective STPI locations.
7. Maintaining a gate pass system for equipment and goods.

8. The security personnel deployed shall take regular rounds of the premises and remain vigilant and alert all the time during duty hours.
9. The agency shall adopt and implement various security-related measures as decided by STPI. The agency shall effectively monitor and control the security personnel deployed at different sites, including the maintenance of attendance (shift-wise).
10. A simulated exercise of intrusion, forced entries or various other contingencies may be carried out once a month. The security guards shall assist and guide the visitors in reaching their desired departments or locations.
- 11. The security guard on duty shall not leave the premises until his reliever reports for duty. The agency's employees will be allowed entry into the specified areas of the STPI premises with the specific permission of the officer authorized in this behalf and with a valid photo ID card issued by the agency.**
12. The security personnel shall be duly trained in fire safety operations, first aid, scooter/motorcycle/LMV driving, and handling wireless communication equipment. They should be trained to operate various fire control equipment and the diesel generator sets installed at the locations of STPI Jaipur, and Jodhpur.
13. The agency or security personnel deployed shall keep STPI informed of all matters of security and cooperate in the investigation of any incident relating to security.
14. The security personnel deployed shall carry out any other work allotted by an authorized person of STPI in case of any incident on the premises. The security personnel deployed will have to keep all original and duplicate keys to all rooms, buildings, etc. as required for their proper functioning in a secure and convenient place. The agency and security personnel deployed will cooperate with all other agencies on campus.
15. The Agency/ security personnel deployed should utilize security gadgets like Search Light etc. and maintain their arms, gadgets, equipment's, etc. in good working condition, with all safety measures, at its own cost and expenses.
16. The eight-hour shift generally will be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs., and 2200 hrs. to 0600 hrs. But the timing of the shift is changeable and shall be fixed by STPI from time to time depending upon the requirements. Prolonged duty hours (more than 8 hours at a stretch) shall not be allowed. No employee of the agency shall work for more than 26 days in a month or as specified by labour laws. Weekly time off is mandatory for all as per labour laws.
17. The security personnel deployed will have to report to the office at least 15 minutes in advance of the commencement of the shift for the purpose of collecting necessary documents and instructions and to complete all other required formalities as approved by STPI.
18. The guards engaged by the agency shall be well dressed and groomed. The agency shall ensure that uniforms are used by the personnel deployed and are maintained in good condition. The uniform, including incidentals such as belts, shoes, socks, caps, torches, cane sticks, etc., shall be borne or supplied by the agency at its own cost.

19. The agency shall ensure that the person deployed is disciplined and shall enforce the prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering, and engaging in gambling, satta, or any immoral act during the duty hours. If any security personnel found in inebriated stage, then the personnel shall be removed from the duty immediately with suitable reliever.
20. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve with no additional cost to STPI.
21. The agency shall deploy one "Field Officer" experienced in the field of security at its own cost for taking care of queries or matters relating to general discipline, incidents, or accidents relating to the agency and its employees, as well as for immediate interaction with STPI. His contact details should be shared to concern Officer of STPI.
22. The Agency and all his employees shall, at all times during the continuance of the contract, obey and observe all the directions and instructions that may be given by the designated officer of STPI concerning any aspect of security services, discipline, and decorum.
23. The agency shall have a robust system to monitor guards on duty, both day and night, across all shifts. Detailed records of these checks must be diligently maintained, with any identified shortcomings promptly addressed. A periodic report is to be submitted to the STPI Concern Officers. Additionally, the agency is required to conduct virtual interactions with STPI officials at the end of each quarter to receive feedback and enhance service quality accordingly.

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GENERAL INSTRUCTIONS TO BIDDERS

1. GENERAL:-

- 1.1 The present tender is being invited for Security Services under which the contractor shall provide uniformed and trained personnel and will use its best endeavors to provide security of building, equipment, materials and staff working in STPI, monitoring and surveillance of the premises.
- 1.2 STPI Profile may be browsed on <https://gurugram.stpi.in/Jaipur> and <https://gurugram.stpi.in/jodhpur>
- 1.3 The bidder can download tender document from <https://gurugram.stpi.in/Jaipur>
- 1.4 STPI reserves the right to reject any or all the Bids received in response to this tender at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of STPI shall be final, conclusive and binding on all the bidders/parties directly or indirectly connected with the bidding process.
- 1.5 The bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid should be referred to general guidelines.
 - (a) Valid documents (Partnership Deed/MOU etc.) shall be provided in case the Bidder comprises Joint Venture/Consortium/Partnership firms. The bidder shall submit full details of his ownership and control or, if the Bidder is a Partnership, Joint Venture or Consortium, full details of ownership and control of each member thereof.
 - (b) Nomination of one of the members of the Partnership, Consortium or Joint Venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of a consortium/joint venture/partnership firm;
 - (c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
 - (d) Each Bidder (each member in the case of Partnership Firm/Joint Venture/Consortium) or any associate is required to confirm and declare with his bid that no agent, middleman, or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If STPI, Jaipur subsequently finds to the contrary, STPI reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.
- 1.6 Canvassing or offering of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offense under the Laws of India. Such action will result in the

rejection of the bid, in addition to other punitive measures.

1.7 Bidder shall submit table given at 10.1 (dully filled, sealed and signed) by clearly mentioning the submission status(Yes/No) of the required documents and respective page number on which documents are placed.

1.8 Bidder shall abide all the Terms and Conditions of GeM also.

2. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself or as a partner in Joint Venture or as a member of the Consortium. If a bidder or if any of the partners in a Joint Venture or any one of the members of the Consortium participate in more than one bid, the bids are liable to be rejected.

3. COST OF BID:

The bidder shall bear all costs associated with the preparation and submission of his bid and STPI-Jaipur will, in no case, shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

4. VISIT TO STPI- Jaipur & Jodhpur CENTRES:

The bidder is required to provide securities services to **STPI- Jaipur & Jodhpur** and is advised to visit and acquaint himself with the operational system. The bidder shall bear the costs of visiting. It shall be deemed that the contractor has undertaken a visit to **STPI, Jaipur & Jodhpur** and locations and is aware of the operational conditions prior to the submission of the tender documents.

5. TENDER DOCUMENT:

5.1 The bidder is expected to examine all instructions, Forms, Terms, and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in the rejection of his bid.

5.2 The bidder shall not make any alteration, erase, or change the text of the Tender document.

5.3 The bidder will have to submit the declaration as per Annexure-1 failing which may lead to the rejection of the bid.

6. CLARIFICATION OF TENDER DOCUMENT:

6.1 The bidder shall check the pages of all documents. In the event of the discovery of any discrepancy or missing pages, the bidder shall inform the Office of Admin Division at STPI-Jaipur.

6.2 In case, the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification on or before the specified date of the Pre-Bid meeting. Any such clarification, together with all details on which clarification had been sought, will also be published on the STPI Jaipur website.

6.3 Except for any written clarification by the STPI-Jaipur, which is expressly stated to be an addendum to the tender document issued by the Office of Purchase/Admin Division of STPI-Jaipur, no written or oral communication, presentation, or explanation by any other employee of STPI-Jaipur shall be taken to bind or fetter STPI- Jaipur under the contract.

7. PREPARATION OF BIDS:

7.1 Language:

Bids and all accompanying documents shall be in English or in Hindi. In case any accompanying documents are in other languages, they shall be accompanied by a certified English-translated document. The English version shall prevail in matters of interpretation.

7.2 Bid Price:

- 7.2.1. Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers the contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the "STPI Jaipur & Jodhpur,". This includes all the liabilities of the contractor such as the cost of uniform and identity cards of the personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of prevailing taxes, etc. which should be clearly stated by the contractor. Any rate bid which does not cater to the compliances shall be deemed disqualified.
- 7.2.2. The rates and prices quoted by the Bidder shall be exclusive of Taxes as applicable.
- 7.2.3. The rate quoted shall be responsive and the same should be inclusive of all Statutory obligations such as Minimum Wages, ESI, PF contributions, wages for leave reserve, service charges, all kinds of taxes, etc. The offers of those prospective bidders who do not meet the statutory requirements are liable to be rejected.
- 7.2.4. Conditional bids/offers will be summarily rejected.
- 7.2.5. Form of Bid:
Online bids in Two-Bid system viz. Technical Bid & Financial Bid should be submitted. The Forms of Bid shall be completed in all respects. If the Bidder comprises a partnership firm, consortium or a joint venture, the Bid shall be signed by a duly authorized representative of each member of participant thereof.
- 7.2.6. Currencies of Bid and Payment:
The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
- 7.2.7. Duration of Contract:
The contract will be awarded initial for a period of one year. STPI reserves the right to extend the validity of contract as per the terms & conditions of GeM portal.

7.3 Bid Security:

- a) Any Tender not accompanied by the Bid Security shall be rejected, except those who are registered as Micro & Small Enterprises as defined in the MSE Procurement Policy issued by the Dept. of MSME or are registered with Central Purchase Organization or the Concerned Ministry or Department subject to the submission of valid certificate.
- b) The Bid Security will remain valid for a period of sixty days beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned to them at the earliest after the expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- c) Bid security of the successful bidder shall be returned on receipt of Performance Security in the Department and after signing the contract agreement.
- d) Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.
- e) Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the Department's specified time frame.

8. BID OPENING & EVALUATION:

- 8.1 The Technical bids will be opened online at the time & date specified in the tender documents. All the statements, documents, certificates, transaction details, etc. uploaded by the bidder will be verified & downloaded, for technical evaluation.

- 8.2 The bidder can witness the bid opening from their respective locations by logging in through their login ID, and password at the designated time of bid opening.
- 8.3 The Technical Bid will be evaluated against the specified parameters/criteria & the technically qualified bidders will be identified.
- 8.4 Price bids of only the technically qualified bidders will be opened online for evaluation.

9. Right to accept any Bid and to reject any or all Bids:

- 9.1 STPI Jaipur is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- 9.2 STPI Jaipur may terminate the contract if it is found that the contractor is blacklisted on previous occasions by any of the Departments/Institutions/Local bodies/Municipalities/Public Sector Undertakings, etc.
- 9.3 STPI Jaipur may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.
- 9.4 Bids without EMD will be summarily rejected except for those who are registered with the National Small Industries Corporation (NSIC), MSME, or the concerned Ministry or Department
- 9.5 If the price is mentioned in the "Technical Bid" it will summarily be rejected.
- 9.6 STPI Jaipur reserves the right to reject any or all the Bids received in response to this TENDER DOCUMENT at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of STPI shall be final, conclusive, and binding on all the Bidders/parties directly or indirectly connected with the bidding process.

10. EVALUATION CRITERIA FOR TECHNICAL AND FINANCIAL POINTS:

10.1 CHECK-LIST FOR Technical -QUALIFICATION CRITERIA:

The Technical Bid should be complete in all respects and contain all information required in the document. The bids are being invited under this tender from the Agencies who submit all the documents mentioned in Table 10.1 full fill the criteria:

Table 10.1

Sr No	Item	Criteria	Documents to be submitted	Submitted (Yes/No)	Page No
1	Legal Entity	The Agency should be a company registered in India under the Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008 with their registered office in India. The Agency must have been in operation for a minimum of 5 years as on the bid submission date.	Certificate of Registration / Incorporation under the respective Acts in India and the respective Memorandum of Association / Partnership Deed.		

2	Tax registration	The Bidder must be registered under Income Tax, PAN, TAN, GST and/or any other statutory authority required for this purpose.	Copy of PAN, GST, TAN or/and details of other statutory authority		
3	Registered Office	The Agency must have its registered office in Rajasthan with one local office in Jaipur.	Declaration on the letter head As per at Annexure 3		
4	Financial Standing	A minimum average turnover of 50 Lacs in the past 3 financial years in security services only (FY 2022-23, 2023-24 and 2024-25).	Copy of balance sheet, Profit & Loss Account with Certificate from Statutory Auditor / Company Secretary citing the revenue/ turnover from equivalent business for each financial years C.A certified As per at Annexure -4		
5	Project Experience	The Agency must have successfully completed at least 3 work orders in last 3 financial years starting from FY 2022-23 to 2024-25, and out of the above work orders, at least 1 Work Order should be from Central Govt. / State Govt. / PSU. of minimum worth 10 Lacs rupees and above in the works of similar nature. Agency should have atleast 5 years of experience in the relevant field.	Work order along with the Completion Certificate from the client should be attached. As per at Annexure 5		
6	PSARA License	The Agency must have valid PSARA License of Rajasthan state	Upload copies of valid PSARA License of Rajasthan state.		
7	Certificates	The bidder should have the following Registrations and details of the same be provided in the Technical Bid Form: (a) EPF Registration (b) ESI Registration	Upload copies of EPF and ESI registration certificates.		
8	Debarment	The bidder must not have been blacklisted/ debarred/ suspended/ banned by any Ministry / Department of State or Central Governments/ PSUs in last 4 years.	Self- certified letter attested by the authorized signatory As per at Annexure 2		
9	Escalation matrix chart	The bidder must provide escalation matrix including contact number and email ID.			

10	Bank certificate	Bank Certificate from the Bank stating that the Company has a live. Solvency certificate as required.	Please upload Solvency certificate as per Annexure 6 dully filled, sealed and signed by the Bank.		
11	EMD	EMD needs to be submitted online through NEFT/RTGS in favour of " Software Technology Parks of India" as per the details mentioned in GeM Bid documents.	Copy of EMD submitted.		
12	Udhyam Certificate	Bidder should submit the relevant udhyam certificate issued by Ministry of Micro Small and Medium Enterprise to claim exemption as per statutory guideline.	Copy of valid udhyam certificate register in relevant category/services.		

Note: Please note that, the bid will be evaluated only when the bidder has submitted valid PSARA License of Rajasthan state.

Bidder are requested to upload relevant copies of required documents as mentioned in table above. Please do not upload irrelevant documents/multiple copies of same document.

10.2 TECHNICAL REQUIREMENT OF MANPOWER TO BE DEPLOYED

The Agency shall ensure that the security personnel deputed are healthy and emotionally stable. The Agency will get their antecedents, Fitness Certificate, character and conduct verified and to submit a copy of Police Verification to STPI Jaipur before engaging the Security Guards.

- ❖ Qualitative Requirements –Security Guards without arms (Ex-service Man / General Security Guard)
 - Minimum 10th Pass
 - Minimum Age 22Year & Maximum Age 55 Year
 - Able to walk and patrol 8 hours a day
 - Climb steep stairs or a ladder
 - 20/20 vision (or corrected to 20/40 with glasses).
 - Physically fit and healthy
 - Good Communication skill. Knowledge of regional language is must. Working knowledge of English is desirable. Able to read and write in regional language. Working knowledge of Computer, handling Electronic/Non-electronic gadgets, viz CCTV, Access Control, etc.
 - No history or presence of any psychiatric disorder
 - No disabilities
 - Emotionally stable
 - Experience: Min.1 year
 - Training certificate in handling firefighting equipment.

Mandatory Kit Provision: The bidder must provide the following items to every deployed guard at their own corporate cost within 15 days of contract deployment. Uniform and other accessories as furnished below will be provided by Security Agency to individual.

Particular	Nos.	Life Period
Uniform	2 sets each to individual	1 year
Black Shoe	1 pair each to individual	1 year
Black Shocks	2 pair each to individual	1 year
Rain coat (Blue/Brown Colour) (Identical for all)	1 no. each to individual	1 year
Winter Jacket/cloth (Identical for all)	1 no. each to individual	1 year
Wooden Baton	2 no to each individual guard	1 year
Torch flashlight with cell	2 no. each to guards on night duty	1 year
Umbrella	2 Nos.	1 year

No Wage Deductions: The selected Service Provider shall ensure that **no financial deduction or recovery** is made from the monthly wages, bonuses, or statutory benefits of the deployed security personnel towards the cost of uniform, kit, or operational gear.

Audit Rights: The Buyer reserves the right to randomly inspect guards' salary slips and bank statements. If any unauthorized deduction related to uniforms or equipment is detected, it will be treated as a **material breach of contract**. This will result in an immediate penalty and potential termination."

Penalties for non-compliance of Statutory, Wages and Kit Items.

Infraction/ Type of Violation	Financial Penalty / Fine	Administrative Action
Delay in EPF / ESI Deposits (Both employee & employer share)	₹ 100 per day per default	Warning issued for 1st instance; payments withheld for 2nd instance; contract cancelled by 3rd instance.
Violation of Minimum Wages Act (Underpaying security staff)	Recovery of difference from vendor bills + flat fines (₹ 2,500 per instance).	Immediate contract termination with a 30 day notice period.
Unauthorized wage deduction for kit/ Uniform.	Refund of deducted amount + ₹ 2,500 penalty per affected guard. Immediate correction of payroll.	Consecutive offenses will result in GeM incident reporting.
Failure to provide torch, baton, or umbrella	₹ 500 penalty per day per guard found without active equipment.	Buyer may purchase the gear independently and deduct 1.5 times the cost from the monthly invoice.

10.3 Financial Evaluation of the Bids

1. The Financial Bid shall be opened at later stage.
2. After evaluation of technical bids, the financial bids of only Technically Qualified Bidders will be opened.
3. The L1 bidder will be determined by GeM portal.
4. The Bidder should quote the Service Charges as per O.M. No. F/6/1/2023-PPD, Dtd. 6th January 2023 of Govt. of India, Ministry of Finance, Department of Expenditure, New Delhi.
5. Bidder should ensure that the quoted percentage of Service Charge must account for all operational liabilities, including uniforms and equipment. Bidders must use their service margin to cover these logistics.

11.Important instructions for Bidders

- 11.1 The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the Department and if any change is required on part of the Department fresh list of staff shall be made available by the agency after each and every change.
- 11.2 The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the Security personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the Department and to the Labour department.
- 11.3 The contractor shall abide by and comply with all the provisions laid under Labour Codes.
- 11.4 As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the Department works, is required to be submitted to the Department. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time Department is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Department.
- 11.5 Successful vendor shall ensure timely deposit of EPF and ESI contributions for all deployed personnel as per statutory requirements. Any delay or default in deposit of employee or employer share shall attract applicable interest, penalties, and legal liabilities, which shall be borne solely by the Service Provider. The Buyer reserves the right to withhold payments, impose penalties, recover statutory dues, or terminate the contract in case of non-compliance.
- 11.6 The antecedents of security staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the department and department shall ensure that the contractor complies with the provisions.
- 11.7 The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Department. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking (on the format), duly countersigned by the concerned official of the Department, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
- 11.8 All liabilities arising out of accident or death while on duty shall be borne by the contractor.
- 11.9 Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.

- 11.10 All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Department.
- 11.11 Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Department and shall not knowingly lend to any person or company any of the effects of the Department under its control.
- 11.12 The security staff shall not accept any gratitude or reward in any shape.
- 11.13 The contractor shall have his own Establishment/set up/mechanism/Training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Police for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- 11.14 Under the terms of their employment agreement with the Contractor the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
- 11.15 That in the event of any loss occasioned to the Department, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Department, the said loss can claim from the contractor up to the value of the loss. The decision of the Head of the Department will be final and binding on the agency.
- 11.16 The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Department may issue from time to time and which have been mutually agreed upon between the two parties.
- 11.17 The Department shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Department.
- 11.18 The contractor shall be responsible to maintain all property and equipment of the Department entrusted to it.
- 11.19 The contractor will deploy supervisors as per the need given by the Department. The supervisor shall be required to work as per the instructions of Department.
- 11.20 The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs.500/- each occasion and habitual offenders in this regard shall be removed from the Department. The penalty on this account shall be deducted from the Contractor's bills.
- 11.21 The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff should project an image of utmost discipline. The Department shall have right to have any person moved in case of staff complaints or as decided by representative of the Department if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.

11.22 The eight hours shift generally will be from 06:00 hrs. to 14:00 hrs., 14:00 hrs. to 22:00 hrs. and 22:00 hrs. to 06:00 hrs. But the timings of the shift are changeable and shall be fixed by the Department from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the Department for double duty, if any.

11.23 The personnel will have to report to the Department's security office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the Department.

11.24 The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the Department.

11.25 **Payment terms:** The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the Department and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the Department.

The documents to be submitted for payment:

- Bills in original with duplicate copy
- **The remunerations payable to each deployed individual shall adhere to the minimum wages set forth by the respective state act, subject to updates by the State Government as per prevailing regulations. Additionally, the agency shall ensure compliance with provisions related to EPF, ESI, Bonus, and GST as mandated by relevant legislation.**
- Copy of attendance register duly verified by respective STPI locations
- Copy of ECR of CPF & ESI for deployed employees of agency at STPI locations.
- Rates of minimum Wages will be paid subject to submission of request along with copy of notification wherever there is an increase.
- Half yearly / annual CPF statement duly verified by EPFO may also be submitted.

11.26 Department will bear expenses towards payment of wages as per the minimum wage of respective State Act and EPF, ESI, Bonus and GST etc.

11.27 Income Tax & Surcharge (i.e. TDS) as applicable as per the rule shall be deducted from the bills.

11.28 Any damage or loss caused by contractor's persons to the Department in whatever form would be recovered from the contractor.

11.29 (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the Department and the same shall be deducted from the contractor's bills.

(b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 27(a) shall be levied.

(c) In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the Department system immediately.

(d) In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Department reserves the right to impose the penalty as detailed below:

i) Penalty shall be applicable as per GeM contract terms & conditions.

ii) After four weeks' delay, Employer reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s) registered with DGR and then from open market or with other agencies if DGR registered agencies are not in a position to provide such Contractor(s). The difference if any will be recovered from the defaulter contractor and also shall be black listed for a period of 4 years from participating in such type of Bid and his earnest money/security deposit may also be forfeited, if so warranted.

- 11.30 The contractor shall ensure that its personnel shall not at any time, without the consent of the Department in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose to any information about the affairs of Department. This clause does not apply to the information, which becomes public knowledge.
- 11.31 Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
- 11.32 The contractor shall deploy his personnel only after obtaining the Department approval duly submitting curriculum vitae (CV) of these personnel, the Department shall be informed at least one week in advance and contractor shall be required to obtain the Department's approval for all such changes along with their CVs.
- 11.33 The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- 11.34 "NOTICE TO PROCEED" means the notice issued by the Department to the contractor communicating the date on which the work/services under the contract are to be commenced.
- 11.35 If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Department for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Department.
- 11.36 The contract period is 12 months from the date of the commencement (as mentioned in Notice to Proceed).
- 11.37 During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Department shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
- 11.38 In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Department may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Department from the contractor.
- 11.39 If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Department, such money shall be deemed to be payable by the contractor to the Department within seven days. The Department shall be entitled to recover the amount from the contractor by deduction from money due

to the contractor or from the Performance Security.

- 11.40 The contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner.
- 11.41 The contractor shall indemnify and hold the Department harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
- 11.42 The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and Delhi Works Contract Act (wherever applicable).
- 11.43 **The contracting agency shall not employ any person below the age of 22yrs. and above the age of 55 yrs.** Manpower so engaged shall be trained for providing security services and firefighting services before joining. In addition to this the department will also arrange training in batches by Civil Defence and Fire Service Departments for deployed manpower. During this training, contractor shall have to arrange for substitute for the staff undergoing training. Smaller Departments can tie up with bigger Departments in neighborhood for such trainings.
- 11.44 The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Department will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
- 11.45 Security staff engaged by the contractor shall not take part in any staff union and association activities.
- 11.46 The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis / ballams and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
- 11.47 The Department shall not be responsible for providing residential accommodation to any of the employee of the contractor.
- 11.48 The Department shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Department does not recognize any employee employer relationship with any of the workers of the contractor.
- 11.49 If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the Bid, it shall be recovered by the Department from the agency.
- 11.50 If any underpayment is discovered, the amount shall be duly paid to the agency by the Department.
- 11.51 The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Department etc.
- 11.52 The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every month bills.
- 11.53 The contractor shall disburse the wages to its staff deployed in the Department every month through ECS or by Cheque in the presence of representative of the Department.
- 11.54 The contractor shall ensure proper insurance coverage to its employees as per workmen compensation policy.

12. Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

13.OBLIGATION OF THE CONTRACTOR:

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

14.Dispute Resolution

(a) Any dispute or differences arising out of or relating to this contract will be resolved amicably through mutual discussions by duly Authorized Representatives of the concerned parties for this specific purpose. However, if the disputes are not resolved by joint discussions within a period of 30 days, then the matter will be referred to an Arbitral Tribunal, consisting of a sole Arbitrator, to be appointed as per the Indian Arbitration and Conciliation Act 1996 (as amended from time to time) for adjudication. The award of the sole Arbitrator shall be final and binding on both the parties.

(b) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract.

c) All litigations are subject to Jaipur Courts only.

Shift-Wise Security Guards Requirement/Deployment at STPI Jaipur and Jodhpur

S.No	Centre	Type of worker	No. of Workers/Guards Req.	No. of Shifts/Guard Req.
1	Jaipur	Security Men (Without arms)	6	06:00 to 14:00 hr : 2 14:00 to 22:00 hr : 2 22:00 to 06:00 hr : 2 Total : 3 Shifts
2	Jodhpur		3	06:00 to 14:00 hr : 1 14:00 to 22:00 hr : 1 22:00 to 06:00 hr : 1 Total : 3 Shifts

(*) This is the initial requirement the number may vary as per exigency.

Annexures

Annexure Formats

Annexure 1 - Undertaking regarding agreement of all terms & conditions of TENDER DOCUMENT

To,

The Officer-in Charge
Software Technology Parks of India,
Plot No.IT-21, IT Park EPIP, Sitapura,
Jaipur, Rajasthan 302022

Dear Sir,

1. Having examined the Tender document including all Annexure, Forms and Appendices, the receipt of which is hereby duly acknowledged, I/we, the undersigned wish to be provide the Security services as per the Tender document [.....]STPI in conformity with this tender document.

Sr. No	Particulars	Details
1	Name of Bidder/ Agency	
2	PAN & TAN Number of the Agency	
3	GST Number of the Agency	
4	Registered Address	
5	Website address	
6	Nature of entity (partnership/ private/ public etc)	
7	Name of Partners / Directors	
8	Date of Incorporation	
9	Details of authorized contact person	
10	Name	
11	Designation	
12	Telephone nos	
13	Mobile no	
14	Email Address	
15	Fax no	

2. We confirm that the corrigendum(s)/addendum(s) issued from time to time by STPI have also been taken into consideration, while submitting this undertaking letter.
3. We confirm that we have the in-house capabilities to complete the assignment(s) as mentioned under this

TENDER DOCUMENT on our own and not through any associate.

4. We confirm that we have the technical and human resource capabilities to deliver all the requirements of the above mentioned TENDER DOCUMENT.
5. We hereby certify that we have provided all the information requested by STPI in the format requested for. The information provided is correct and true to the best of our knowledge. In case at any stage, it is found that the information given by us is false / not correct or in a different format, STPI shall have the absolute right to take any action as deemed fit without any prior intimation to us.
6. We agree to abide by the terms of this Tender from the date fixed for receiving the same or agreed extended period and it shall remain binding upon us and may be accepted at any time before the expiry of the period.
7. We agree to participate/submit proposals for specific bids sought under this TENDER DOCUMENT.
8. We agree to abide by the General Terms and Conditions.
9. We agree to abide that our proposal is valid for 180 days from the date of the submission of proposal and our Offer shall remain binding on us and may be accepted by STPI any time before expiry of the offer.
10. Unless and until a formal Agreement is executed, this Tender together with our written acceptance thereof shall constitute binding Terms and Conditions between STPI and us.
11. We understand that the Tender Document does not commit STPI to reimburse the Bidder for any costs incurred in submission of this proposal. All statements in this TENDER DOCUMENT and any pre-contract negotiations, understandings and agreements resulting from this TENDER DOCUMENT are preliminary; consequently, STPI has no obligation to us until a written contract is executed.
12. We agree that STPI is not bound to accept the lowest or any Bid STPI may receive.
13. We understand that STPI has the right, without assigning reasons thereof, to
 - a. Reject, amend, and modify any condition contained in the TENDER DOCUMENT.
 - b. Terminate this TENDER DOCUMENT.
 - c. Negotiate with one or more Participants
 - d. Not award the assignment to any of the Participants and / or recommence the entire process
 - e. Contract with one or more Participants for any reasons whatsoever
 - f. Modify the requirements and terms of this TENDER DOCUMENT and request revised proposals from some or all of the Participants

Signature of Authorized person of bidder

Full Name
Designation & Date
(Seal of Bidder)

Annexure 2 – Declaration: Not penalized or Found Guilty in any Court of Law

(On letterhead of the Bidder duly stamped and signed)

**DECLARATION-CUM-CERTIFICATE TO
WHOM SO EVER IT MAY CONCERN**

This is to certify that the(name of consulting firm/company) or any successor has not been penalized or found guilty in any court of law and the(firm/ company) or any successor has not been blacklisted / debarred by any Central Government Ministry / State Government / any other regulatory authority as under:

- a) Prevention of Corruption Act, 1988 in last three years from the date of bid submission
- b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract in last two years from the date of bid submission

Further, this is to certify that..... (name of consulting firm/company) or any successor does not have any legal, civil, criminal, taxation and other cases pending against it that may have any impact affecting or compromising the delivery of services required.

Signature of Authorized person of bidder

Full Name
Designation & Date
(Seal of Bidder)

Annexure 3 – Declaration: Registered Office Presence
(The Agency must have its registered office in Rajasthan and local office in Jaipur)

(On letterhead of the Bidder duly stamped and signed)

DECLARATION-CUM-CERTIFICATE TO

WHOM SO EVER IT MAY CONCERN

This is to certify that the(name of Bidder) we have a total of (Nos.....) office across the country. The location and addresses are as under:

Sr. No	State and City/ Town	Address with Contact No
1	< Registered Office>	
2	< Branch Office 1>	
3	< Branch Office 2>	

The above addresses have been checked and found true. If STPI request for address proof at any time we agree to provide the same.

Signature of Authorized person of bidder

Full Name
Designation & Date
(Seal of Bidder)

Annexure 4 – Declaration: Turnover

(Endorsed by Authorized Chartered Accountant/Company Secretary)

DECLARATION-CUM-CERTIFICATE TO

WHOM SO EVER IT MAY CONCERN

This is to certify that(Name of Bidder) has not defaulted under any of the contracts which they have entered with any other organization within the jurisdiction of India.

Turnover should be strictly based on the work done in security services only.

Items	2022-23	2023-24	2024-25
The profit in the financial year was positive.	Yes/ No	Yes/ No	Yes/ No
The Turnover was (In INR)			
Average Turnover is (In INR)			

CA certified document for aforementioned financial year should be submitted along with this declaration.

Signature of Authorized person of bidder

Full Name

Designation & Date

(Seal of Bidder)

Signature of CA

Full Name

Designation & Date

(Seal of CA)

Annexure 5

(Endorsed by Authorized Signatory)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that (Name of Bidder) has completed totalNumber of work orders in security services in last 3 financial years as per the following details

Sr. No	Order Value	Work Order No. with Date	Department/ Client Name with Address

(In above orders, At least 1 Work Order should be from Central/ State Govt./ PSU. of minimum worth 10 lacs rupees)

(Please attach relevant proof of each work order)

Signature of Authorized person of bidder Full Name

Designation Date

(Seal of Bidder)

Annexure 6

[ON BANK LETTERHEAD]

Ref No:

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that to the best of our knowledge and information, M/s. [Your Security Agency Name], having their registered office at [Your Full Office Address], is a reputable customer of our bank.

They have been maintaining Current Account No: [Your Account Number] with our branch since [Year of Account Opening]. The financial conduct of their account has been consistently good and satisfactory.

As per the records and financial disclosures available with the bank, the firm is considered financially solvent to the extent of ₹..... [Amount in Figures]
(Rupees [Amount in Words Only]).

This certificate is issued at the specific request of the customer strictly for the purpose of participating in the Government e-Marketplace (GeM) / Government Tender for Security Services.

This information is being furnished in strict confidence without any risk, liability, guarantee, or responsibility on the part of this Bank or any of its officiating officers.

For [Name of the Bank]

[Signature of Branch Manager]

Name: [Manager's Name]

Designation: Branch Manager

Official Bank Seal / Stamp