



भारतीय बीमा विनियामक और विकास प्राधिकरण
Insurance Regulatory and Development Authority of India
Sy. No. 115/1, Financial District, Nanakramguda, Hyderabad –
500032; Phone No.: 040-20204000

**NOTICE INVITING E-TENDER (NIT) for providing Security Services on
Outsourcing basis to IRDAI, Hyderabad**

Insurance Regulatory and Development Authority of India (hereinafter referred to as 'the IRDAI'), Hyderabad invites e-tender in two parts (Part I- Technical Bid & Part II- Financial Bid) from reputed Firms / Companies / Agencies for providing Security Services at IRDAI, Hyderabad. The details of the tender document will be available on IRDAI website on www.irdai.gov.in and on CPPP portal at www.eprocure.gov.in for participating through e-tendering.

2. The contract will be valid for one year and then extendable for a maximum of two more years, one year at a time, subject to satisfactory performance, or other periods as IRDAI may decide. The Tender (Part-I & Part-II) shall be submitted on or before **1500 hours on 28.03.2022** through CPPP portal only.
3. IRDAI reserves the right to accept or reject any or all the tenders/quotations without assigning any reason thereof.
4. Please note that further Addendum/Corrigendum will only be published on IRDAI website.

07.03.2022

**Chief General Manager
IRDAI, Hyderabad**

Section I - SCHEDULE OF TENDER (SOT)

a) Name of Work	E-Tender for providing Security Services on Outsourcing basis to IRDAI, Hyderabad
B) e-Tender no.	IRDAI/ADMN/MISC/TNDR/44/03/2022
c) Mode of Tender	e-Tendering System (Part I - Technical bid and Part II – Financial Bid) through www.eprocure.gov.in
d) Date of NIT available to parties to download	07.03.2022 at 1500 hrs onwards
e) Estimated cost of work	Rs 50 Lakhs per annum approximately (Rupees Fifty Lakhs only) excluding GST
f) Earnest Money Deposit	Rs 1,00,000/- (Rupees One lakh only) Through NEFT only in following account details: Bank: Bank of India Account Number: 860120100001938 IFSC: BKID0008601 Beneficiary Name: Insurance Regulatory and Development Authority of India The proof of having remitted the EMD is to be uploaded along with the document.

g) Queries submission start date	8.3.2022
h) Pre Bid Meeting	From 1500 hrs onwards on 14.3.2022 Webex link: https://irdaivc.webex.com/irdaivc/j.php?MTID=m46764869c8a394c78c44c9b14c9de441
i) Queries submission end date	15.3.2022
j) Uploading of replies to queries	18.3.2022
k) Date of Starting of e-Tender for submission of online Technical Bid and Financial Bid	From 1500 hrs onwards on 21.3.2022
l) Last date of submission of Earnest Money Deposit (EMD) through NEFT.	Upto 1400 hrs on 28.3.2022
n) Date of closing of online e-tender for submission of Techno- Commercial Bid & Financial Bid.	Upto 1430 hrs on 28.3.2022
o) Date & time of opening of Part-I - Technical Bid	At 1600 hrs on 29.3.2022
p) Date & time of opening of Part-II –Financial Bid	Shall be decided later

**Chief General Manager,
IRDAI, Hyderabad**

DISCLAIMER

Insurance Regulatory and Development Authority of India, Hyderabad has prepared this document to give background information on the contract to the interested parties. While Insurance Regulatory and Development Authority of India has taken due care in the preparation of the information contained herein and believe it to be accurate, neither Insurance Regulatory and Development Authority of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

2. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by IRDAI in submitting the Tender. The information is provided on the basis that it is non-binding on Insurance Regulatory and Development Authority of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

3. Insurance Regulatory and Development Authority of India reserves the right not to proceed with the empanelment or to change the particulars of the contract, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY OF INDIA

Hyderabad - 500032

E-Tender for providing Security services on Outsourcing basis to IRDAI, Hyderabad

PART-I

Technical Bid

Name of Tenderer: _____

Address:

Landline/Mobile Number: _____

Email address: : _____

Last Date for submission: Up to 1500 hrs on 28.03.2022

Expression of Interest
(On letter head of the tenderer)

Date:

The Chief General Manager
IRDAI,
Hyderabad - 500032

Dear Sir/Madam,

Re: E-Tender for providing Security services on Outsourcing basis to IRDAI, Hyderabad

Having examined and understood the specifications, requirements and terms and conditions relating to the works specified in the tender document hereinafter set out and having visited and examined the site of the works specified therein and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer for my/our Firm / Company / Agency to be empaneled for providing Security services to be deployed at IRDAI, Hyderabad.

I/We am/are aware that the empanelment does not guarantee any work order. In the event of getting a Contract, I/We agree to honor the obligation with due diligence and efficiency as required by IRDAI, Hyderabad.

I/We also understand that mere filling of the E-Tender does not automatically qualify me/us for being empaneled. I/We also agree to IRDAI, Hyderabad's right to reject any or all Applications (including mine/ours) without assigning any reason thereof.

I/We agree to all the terms and conditions of the tender notice.

Thanking you

Yours faithfully

Signature and Seal of the tenderer:

Address:

E-Tender for providing Security services on Outsourcing basis to IRDAI, Hyderabad

Terms and Conditions of the Contract

General Instructions:

1. Insurance Regulatory and Development Authority of India, Hyderabad intends to empanel a reputed Firm / Company / Agency for providing Security services at IRDAI, Hyderabad on contract basis as per laid down Contractual obligations for one year. However, the Contract can be further extended for a further period of two years, one year at a time, or such other period as IRDAI may consider necessary subject to satisfactory performance and adherence to Contractual obligations by the tenderer.
2. **The deployment of manpower should be as follows:-**

S. No.	Category	Number Required	Qualification	Age	Skills/Experience
I.	Security Guards without arms	20 (inclusive of one Supervisor)	10 th Class/ Matriculation Passed	18 years to 50 years	Working knowledge of English/ Hindi, and Telugu. Experience of 5 years in the related field

3. IRDAI reserves the right to increase or decrease the number of persons to be deployed before awarding the work or at any time during the currency of the Contract. IRDAI reserves the right to award entire Contract to one tenderer or separately. Estimated Contract value is Rs.1,60,00,000/- (Rupees One Crore and Sixty Lakhs only) excluding GST and statutory taxes for the contract period.
4. **Submission of Tender:**
 - i. Tenderers shall follow the electronic tender submission procedures regarding E-Tender.
 - ii. The tenderers shall submit their technical bid as well as the Financial bid in prescribed format along with copies of necessary documents as indicated in the tender document. E-Tender with all information shall be submitted on or before the prescribed time and date.
 - iii. If desired / prescribed information is not submitted, IRDAI will assume no responsibility for rejection of tender.
5. **Earnest Money Deposit (EMD) and Interest Free Security Deposit:**
 - i. Earnest Money Deposit (EMD) for Rs.1,00,000/- (Rupees One Lakh only) is to be deposited through NEFT/online mode during the submission of the tender. Failure to comply with this condition will render the tender void and the tender will be rejected. The EMD will be returned to all the unsuccessful tenderers after the completion of the tender process. No interest shall be paid on this deposit. EMD of the successful tenderer will be adjusted against Security Deposit.
 - ii. MSME/NSIC registered organizations will be eligible for Exemption from EMD as per applicable Statutory Provisions. However, valid Certificate must be enclosed with technical bid for EMD Exemption.

- iii. The successful tenderer shall deposit 5% of Contract value as interest free security deposit. This amount shall be paid through NEFT/online mode in favour of “Insurance Regulatory and Development Authority of India, Hyderabad”. The tenderers are also allowed to furnish security deposit in the form of a Performance Bank Guarantee in lieu of demand draft/NEFT/Online mode payment. Performance Bank Guarantee shall be valid for the entire period of currency of contract for due fulfillment of the contractual obligations by the contractor.
- iv. The security deposit shall be adjusted against any loss, theft, damage, etc. caused by Tenderer or by the personnel deployed or by negligence of personnel deployed and/or breach of one or more of the conditions of the agreement by the tenderer.

6. Eligibility Criteria (Pre-qualification Criteria):

The tenderer should satisfy the following conditions and is requested to enclose the following documents in Part-I, Technical Bid for examining their qualification/suitability. Part-II, Financial Bid of only those tenderers will be opened who are found eligible after the scrutiny of Part-I, Technical Bid:

- i. The tenderer may be a Proprietary firm, Partnership firm, Limited company or Corporate Body legally constituted and reputed for providing manpower for Security Services on outsourcing basis.
- ii. The tenderer should have applicable tax registrations PAN and GST supported by documentary evidence.
- iii. The Tenderer should be registered with the competent authority of the State Govt. of Telangana under the Private Security Agencies (Regulation) Act, 2005 and the certificate should be valid for two years beyond the entire period of the contract.
- iv. Tenderer should have an annual turnover of an amount not less than Rs.1.90 Crore during three financial years i.e. 2018-19, 2019-20 and 2020-21 as reflected from its Audited Balance Sheets (For 2020-21, if audited balance sheet is not available, GST Return for the year 2020-21 can be submitted or a provisional balance sheet certified by a Chartered Accountant can be submitted).
- v. The tenderer must have completed similar works in the last five years (works undertaken and completed on or after March 31, 2016) and should submit documentary evidence for:
 - a. Three similar works each costing not less than the amount equal to 40% of the estimated cost i.e. for Rs. 20.00 lakhs each OR
 - b. Two similar works each costing not less than the amount equal to 50% of the estimated cost i.e. for Rs. 25.00 lakhs each. OR
 - c. One similar work costing not less than the amount equal to 80% of the estimated cost i.e. for Rs.40.00 lakhs.

Note: “Similar work” is defined as Annual Service Contract for Providing Manpower on outsourced basis.

- vi. Tenderer should be continuously in business at least for 5 years as on March 31, 2021 (supported by documentary evidence).
- vii. Tenderer should have existing deployment of minimum 10 Security staff each in minimum of three Govt. institutions / bodies / establishments (including residential premises) or institutions of repute (Attach proof of present deployment). Tenderer should furnish three Reference Sites and on request by IRDAI the Referees should testify about the performance of the tenderer to IRDAI’s satisfaction.
- viii. The tenderer should have presently deployed minimum 30 Security staff. (Attach proof of details)
- ix. ~~Tenderer should have a valid Certificate of Registration under Employees Provident Funds and~~

Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948.

- x. Tenderer should have own Office/ branch in Hyderabad (Documentary Evidence has to be provided).
- xi. Tenderer should have a current account in a scheduled bank and should give an undertaking that it is ready to receive the payments through RTGS/ NEFT.
- xii. Tenderer should upload the following documents along with Part-I, Technical Bid:
 - a. Certificate of Registration with Registrar of Companies or Registrar of Firms or letter of Proprietorship.
 - b. Income Tax Returns for three Financial Years i.e. 2018-19, 2019 – 20 and 2020-21 and PAN Card.
 - c. Audited Balance Sheet for three Financial Years i.e. 2018-19, 2019 – 20 and 2020-21 (in-case of non-availability of Audited Balance Sheet for 2020-21, the applicant can submit GST return for the year 2020-21 or a provisional balance sheet certified by a Chartered Accountant)
 - d. Certificate of registration from Employees' State Insurance Corporation (latest).
 - e. Certificate of registration from Employees' Provident Fund Organization under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (latest).
 - f. GST Registration Certificate.
 - g. Proof in the form of Annual Service Contract of completed similar works in the last five years (works undertaken and completed on or after March 31, 2016)
 - h. Proof of Existing deployment (in minimum three Govt. institutions / bodies / establishments (including residential premises) or institute of repute with deployment of minimum 10 security staff each.
 - i. Performance feedback from minimum of three clients, preferably Govt. / Public Sector clients availing the service. (Date of performance feedback should not be earlier than April 01, 2021).
 - j. Solvency Certificate from banker (Date of issue of Solvency Certificate must not be earlier than September 30, 2021)
 - k. Self-attested copy of valid license for security services under Private Security Agencies (Regulation) Act, 2005, valid for the entire period of the contract.

7. Scope of work:

The tenderer shall have to provide Security services on outsourced basis as per the requirement of Insurance Regulatory and Development Authority of India, Hyderabad.

- a. The Security Service Agency/Company/Firm will be responsible for the overall security arrangements of IRDAI Office premises entrusted/ covered in the contract.
- b. No items are allowed to be taken out without proper gate passes issued by the competent officers as laid down in the contract for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be made available to the security personnel.
- c. The security agency shall maintain record of inward and outward movement of men, materials and vehicles, etc. with proper checks as per instructions given from time to time by competent authority.

8. The broad Scope of Work and Guidelines to be followed by the deployed Security personnel will be as under:

- a. For physical guarding of all entry / exit points within IRDAI office complex;
- b. To regulate the access of visitors/ vehicles into and out of the complex and also to prevent gathering of unwanted/ anti-social elements/ hawkers, outside the IRDAI boundary as well stop

them from entering into IRDAI office complex. Unwarranted vehicles should not be allowed inside or parked near entry/ exit and service gates;

- c. For frisking and checking of visitors during and after office hours and usage of baggage scanners, X-Ray machines, metal detector doors and hand held metal detector devices;
- d. For assisting the visitors in reaching their desired department/locations;
- e. Ensuring parking and traffic management within the premises;
- f. To ensure the maintenance and operation of boom barriers, bollards, iron gates, X-Ray and baggage scanners and access control system;
- g. To patrol and guard entire office complex including various common areas including basement parking and restricted areas, i.e. block rooftop and surroundings to ensure adequate safety and security;
- h. To coordinate with IRDAI officials and rescue passengers, if stranded in the lifts;
- i. To full protect the property from encroachment, unauthorized occupation, misuse, theft, pilferage and willful damages or any kind of violation of IRDAI's right over its properties.
- j. Effective involvement during crisis situations like fire accidents and bomb threats and during periodical drills and assist the occupants during emergency evacuation of the building premises;
- k. In case of fire, the security guard/ supervisor should try to extinguish it with the Portable Fire Extinguisher at the site, if available and if it is beyond his control, the security guard should call Fire Brigade, Police and also inform IRDAI officials. They will also help the fire-fighting staff in extinguishing the fire or in any security/ natural calamities.
- l. To take care of all the water taps, valves, water hydrants etc. installed in the the premises;
- m. To ensure that flower plants, trees and grassy lawns both inside and external lawns, are not damaged either by the staff or by an outsider or by stray dogs/ cattle, etc;
- n. Should not to leave the premises until his reliever reports for duty;
- o. Any security related work not mentioned above.

9. Place of Duty, Working Hours and Punctuality:

- a. The security guards so deployed shall have to report for duty at the above address or a new location, in case there is change of office within Hyderabad. No extra liability on this account will be borne by IRDAI.
- b. The eight hours shift generally will be as follows which may be changed as per IRDAI's requirements –
 - 1st shift - 0600 hrs. to 1400 hrs.
 - 2nd shift - 1400 hrs. to 2200 hrs.
 - 3rd shift - 2200 hrs. to 0600 hrs. (next day)
- c. But the timings of the shift and number of guards to be deployed are changeable and shall be fixed by IRDAI from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed.

- d. The security guards will have to report to the office at least 30 minutes in advance of the commencement of the shift for collecting necessary documents/ instructions, and to complete all other required formalities, which includes handing-over/ taking-over, as approved by IRDAI.
 - e. The Service Agency/Company/Firm will provide a log book/ register for making entries by the security personnel of their presence at duty site.
10. Adequate supervision to 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 and supervision over the staff of the agency deployed, the supervisory staff will move in their areas of responsibility.
 11. If the space is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed.
 12. Application containing false or inadequate information is liable for rejection.
 13. Financial Bids of only those tenderers who qualify the Technical Bid will be opened. Financial Bids of the tenderers who do not qualify the Technical Bid will not be opened.
 14. **Eligibility Criteria for Personnel's to be deployed:**
 - i. The Security Agency/Company/Firm shall employ about 20% manpower from the category of Ex-Servicemen not above the age of 50 years. The security Agency/Company/Firm shall provide satisfactory proof of Ex-Servicemen status of the Security Guards before their deployment.
 - ii. Manpower deployed should be physically fit in all respects. Medical fitness will be considered as per fresh medical fitness certificate from Registered Medical practitioner with qualification not less than MBBS as produced for verification by the Contractor.
 - iii. The manpower deployed by the tenderer during the currency of the Contract shall not work in any other organization or shall not be deployed by the tenderer at any other organization. If any such instance comes to the notice of IRDAI during the agreement period, IRDAI shall have the right to impose suitable penalty on the tenderer, which will be recovered from its monthly bills or security deposit or any other dues of the tenderer. IRDAI shall have the right to ask for a suitable replacement in such a case.
 - iv. All the manpower deployed shall not be less than 18 years of age.
 - v. The manpower deployed should be able bodied and trained persons with good health and clean record.
 15. **Pay Structure:**
 - i. The tenderer will be bound to the Minimum Rates of Wages Rules set by the Ministry of Labour and Employment (Higher of the Minimum Wages announced by Central and State Government) under applicable statutory provisions to the manpower deployed.
 - ii. Rates quoted by the tenderer shall be a fixed amount throughout the period of the agreement. However, the IRDAI shall consider changes on account of revision of minimum wages/statutory provisions as notified by the Government during the currency of the contract.

- iii. The rates should be inclusive of all applicable elements as per applicable Statutory Provisions except GST. GST shall be reimbursed on actual on production of documentary evidence and should be exclusive of above rates.

16. Agreement Between the successful tenderer and the IRDAI:

The successful tenderer shall execute an Agreement, at its own expenses, on a non- judicial Stamp Paper of appropriate value, as per the Articles of Agreement provided in this Tender Document, in duplicate, on receipt of intimation from IRDAI of the acceptance of his tender. IRDAI and the tenderer will retain one copy of the agreement each.

17. No Commitment to Accept Lowest or any Tender:

IRDAI does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

18. Terms of Payment:

- i. The tenderer shall be responsible and liable for payment of salaries, statutory minimum wages, other admissible allowances and other legal dues to the manpower deployed for the purpose of rendering the services required by IRDAI under this tender. IRDAI shall not pay any extra charges / payment for whatever reason including weekly off / leave / holiday etc. to the manpower deployed. Written records for having made these payments will be submitted to the IRDAI, at monthly intervals, for its verification.
- ii. The tenderer will not be paid any payments in advance. Monthly payment confirming to the attendance of the manpower deployed as per the documents to be maintained by the tenderer and submitted to IRDAI shall be made by IRDAI after the end of every calendar month. The tenderer must ensure payment to the manpower deployed and submit bill towards the same by 15th of the same month (or next working day if 15th is not a working day). The bill should be submitted along with documentary evidence like bank statement etc. regarding payment made to its manpower, failing which the bill may not be paid.
- iii. The requisite manpower deployment shall be provided as per the requirement of IRDAI and the persons deployed by the tenderer shall not claim themselves as the employees of IRDAI and there shall be no employer-employee relationship between IRDAI and the persons so deployed by the tenderer.
- iv. In the event of termination of the contract for any reason whatsoever, the tenderer or the manpower deployed shall not be entitled for any sum or sums whatsoever from IRDAI by way of compensation, damages or otherwise.
- v. The payment of the bill to the tenderer will normally be done by IRDAI within 30 days from the date of receipt of the bill by the IRDAI. However, if there is a delay of more than 45 days for any reason, it may be immediately brought to the notice of the IRDAI. Any clarification from the contractor on the bill submitted by the contractor will be sought by IRDAI within 15 days from date of receipt of the bill and the contractor has to provide clarification regarding the same within 7 days. In case of any disagreement between IRDAI and the contractor on any part of the Bill, such part may be severed from the rest and payment will be made against the agreed and admissible part of the bill. The settlement of the severed part will be separately dealt with as per terms and conditions of the

contract.

19. Penalty and Liquidated Damages:

- i. IRDAI will impose a penalty of Rs.500/- per person per day if the manpower deployed are found either unauthorized absence from their post or sleeping while on duty. In addition to this penalty, such lapses will be viewed seriously by IRDAI and may result in termination of the contract.
- ii. In case of breach of any/or more of the conditions in the agreement and/or services provided by the successful tenderer are found not satisfactory (not maintaining the man power, found not alert on duty, indiscipline and improper uniform/turnout etc.), during any period of the agreement, an amount subject to minimum 10% of the total monthly bill would be deducted as liquidated damages for one month and if the performance continues to be unsatisfactory in any of the subsequent months the services of the successful tenderer can be terminated by giving a short notice of seven days or forthwith depending upon the exigencies and also disqualifying it from participation in future empanelment.

20. Uniform and Other Facilities:

- i. It shall be the responsibility of the successful tenderer to provide two pairs of uniform and shoes every year along with the name plate/identity card to the manpower deployed to perform their duties. The identity cards shall be produced on demand by any authority of IRDAI or of the Government.
- ii. Other parameters of the uniform shall conform to the specifications in the PSARA, 2005.
- iii. IRDAI will not provide accommodation to the Security personnel in the IRDAI's Premises or elsewhere.

21. Reporting:

- i. The tenderer will introduce its manpower to Officer-in-charge, declared as controlling Officer or any other person authorized by IRDAI on its behalf for the operation of the agreement by IRDAI, for verification and satisfaction before their deployment and the tenderer shall furnish the complete particulars / bio-data of personnel with passport size color photo, duly attested by a Gazetted Officer, before deployment.
- ii. IRDAI reserves the right to advise the tenderer to remove any personnel found not discharging his duties satisfactorily or of doubtful character and it will immediately remove such person / persons and provide replacement.
- iii. The duty points for the personnel deployed by the tenderer will be decided by IRDAI through its Officer-in-Charge or any person so authorized in this regard and the tenderer will have to abide by such direction.
- iv. It may be distinctly understood that there shall not be any absenteeism by the personnel. In case of absenteeism, if any, replacement personnel will have to be provided by the tenderer. The replacement personnel should be able to join duty within two hours, failure to do so would render the tenderer liable to pay the damages at double the rate of the wages and suitable deductions will be made from monthly bills of the tenderer. Such replacement personnel shall also be subject to meeting the required standards.

22. Termination of the Contract:

- i. Without prejudice to what is contained hereinabove, IRDAI shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason and without payment of any compensation, if
 - a. in the opinion of IRDAI (which shall not be called in question by the tenderer and shall be binding on the tenderer) the tenderer fails or refuses to implement this agreement to the IRDAI's satisfaction and/or
 - b. the tenderer commits a breach of any terms and conditions of this agreement and/or
 - c. the tenderer is adjudged an insolvent or a compromise is entered by it with its creditors or receiver is appointed of any part of the assets or property of the tenderer and/or
 - d. for any reason whatsoever, the tenderer becomes disentitled in law to perform his obligations under this agreement and/or
 - e. There is any variation in the ownership/partnership of the management of the tenderer or its business without the prior approval in writing of IRDAI of such variation.
- ii. In case, IRDAI or the tenderer wants to terminate the agreement for any reason (other than aforesaid), they may do so after giving three months' prior notice.

23. Settlement of Disputes by Arbitration:

- i. If any dispute, differences or questions shall, at any time, arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding, the same shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the decisions of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. Further, such disputes, difference or questions, if any, shall be deemed to have arisen at Hyderabad and only courts in Hyderabad shall have jurisdiction to determine the same.

24. Compliance with “the Sexual Harassment of women at workplace(Prevention, Prohibition and Redressal) Act, 2013

- i. The Contractor shall be solely responsible for full compliance with the provision of “the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the IRDAI's Premises, the complaint will be filed before the Internal Complaints Committee constituted by IRDAI, and the Contractor shall ensure appropriate action under the said Act in respect to the complaint.
- ii. Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of IRDAI shall be taken cognizance of by the Internal Complaints Committee constituted by IRDAI.
- iii. The Contractor shall be responsible for any monetary compensation that may have to be paid in case the incident involves the employees of the Contractor, for instance any monetary relief to IRDAI's employee, if sexual violence by the employee of the Contractor is proved.
- iv. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

- v. The Contractor shall provide a complete and updated list of its employees who are deployed within the IRDAI's Premises, at all times.

25. Other terms and conditions:

- i. The tenderer shall indemnify and keep indemnified IRDAI against all losses and claims, damages or compensation for the following:
 - a. Any loss due to theft, pilferage etc. and will make good the loss sustained by the negligence, absenteeism or dereliction of duty by the manpower deployed.
 - b. Any loss suffered by IRDAI as a result of disclosure of any confidential information.

Failure to observe the above shall be treated as breach of Contract on the part of the tenderer and IRDAI shall be entitled to claim damages and pursue legal remedies.

- ii. The tenderer shall be wholly responsible for the liabilities, if any, in respect of losses and claims, damages or compensation for breach of any provisions of the Contract Labour (Regulation and Abolition) Act, 1970; Employees State Insurance Act 1948; Workmen's Compensation Act, 1923; Payment of Wages Act, 1936; Payment of Bonus Act, 1965; The Employees Provident Fund and Miscellaneous Provisions Act, 1952; The Minimum Wages Act, 1948; Employees Liability Act, 1938; Employment of Children Act, 1938, The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, The Code of Wages, 2019 or any other applicable law/statute in force from time to time in this regard.
- iii. Any dispute regarding working hours and of compensation payable to the workers deployed by the tenderer will be the responsibility of the tenderer and no representation will be entertained on this issue by this Office. The tenderer shall totally indemnify IRDAI in this regard.
- iv. If awarded, the tenderer shall not assign the Contract. The tenderer shall not sublet any portion of the Contract except with written consent of the IRDAI. In case of breach of these conditions, IRDAI may serve a notice in writing on the tenderer rescinding the Contract.
- v. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients are not found satisfactory, IRDAI reserves the right to reject his offer even after opening of Part-I of the e-tender and Part-II of the e-tender will be not be opened. IRDAI is not bound to assign any reason for rejecting the tender.
- vi. After prima facie scrutiny, if any tenderer is found not fulfilling the required eligibility criteria, the tender submitted by it will not be processed further.
- vii. The tenderer / manpower deployed by it shall not disclose directly or indirectly to any one details of this Office, operational process, technical know-how, security arrangements, administrative / organizational matters, infrastructure / systems / equipment's etc., which may come to the possession or knowledge of the tenderer during the course of discharging his Contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The tenderer shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The tenderer shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the IRDAI.

- viii. The tenderer shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractual obligations with respect to non- disclosure and confidentiality will survive till the expiry or termination of this agreement for whatever reason.
- ix. The Manpower deployed shall work as per the timings decided by the IRDAI, subject to applicable statutory provisions.
- x. The tenderer shall maintain neat, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.
- xi. The tenderer shall provide information as required in respect of manpower deployed by it to enable IRDAI to monitor compliance of Employees' Provident Fund Organization, Employees' State Insurance Corporation, etc.
- xii. The tenderer shall ensure that all persons employed by it, for the purpose of rendering the services required by IRDAI are insured as per Workman's Compensation Act and other applicable statute for which no extra payment will be made by the IRDAI. Documentary proof of the same has to be submitted to IRDAI within two months from the date of deployment of manpower.
- xiii. The authorized person of the tenderer, other than the personnel deployed, shall personally and exclusively supervise or deploy sufficient supervisory personnel, exclusively to supervise the work of his employees so as to ensure that the services rendered are carried out to the satisfaction of the IRDAI. The tenderer shall ensure that no employee of the tenderer will enter or remain on the IRDAI's premises beyond the specified time limits until and unless it is absolutely necessary for fulfilling Contractual obligations.
- xiv. The tenderer shall obtain Police Verification report on character and antecedents of his personnel and other details relating to age, educational qualification, name and permanent address to be provided under this Contract along with their passport size photographs before engaging them for duty in IRDAI's Premises. Only able bodied, physically fit, well trained, literate, disciplined and honest personnel shall be deployed.
- xv. The tenderer shall, at its own expenses, get the manpower deployed by it medically and clinically examined as per the tests prescribed by IRDAI within one month of awarding the Contract. The medical reports should be submitted to the IRDAI. These certificates / reports should also be submitted as and when any new person is deployed by the tenderer.
- xvi. The tenderer shall ensure payment of wages to manpower of all descriptions deployed by it as per the rates quoted by it ensuring compliance with Minimum Wages Act, 1948. The tenderer shall maintain a register of wages, issue a wage slip to every manpower deployed and obtain his signature or thumb impression on the wage slip in the presence of the IRDAI's authorized Officer assigned for this work. The register shall be submitted to IRDAI after every payment to the manpower. In addition, the tenderer will have to provide essential amenities required under applicable laws / statutes like first aid facility etc. to the manpower deployed. The tenderer has to give an undertaking on Non-Judicial Stamp Paper of applicable value before the award of the work that it undertakes to actually pay wages to labourers of all descriptions deployed by it for the purpose of rendering services required by IRDAI as per the rates quoted in the tender ensuring compliance with Minimum Wages Act, 1948 and other applicable laws. The tenderer shall also keep IRDAI indemnified against all the actions that may be initiated against it by the Statutory Authorities for its failure to pay such wages

and provide the essential amenities.

- xvii. The tenderer shall ensure that the manpower deployed, while on the premises of IRDAI or while carrying out their obligations, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by IRDAI or its authorized agents and IRDAI shall be the sole judge as to whether or not the tenderer and /or the manpower deployed have observed the same.
- xviii. The tenderer shall provide a day of rest to the manpower deployed as per applicable statutes.
- xix. The tenderer shall obtain a license under Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable from time to time, failing which the tenderer alone would be responsible for actions/ proceedings ensuing thereto. IRDAI shall not be held responsible for acts, commissions or omissions of the tenderer and shall in no way be made liable to the persons deployed by the tenderer.
- xx. The Contract can be further extended for a further period of two years, one year at a time, or such other period as IRDAI may consider necessary subject to satisfactory performance and adherence to Contractual obligations by the tenderer. The decision of IRDAI in this regard will be final.
- xxi. All liabilities arising out of any legal dispute, accident etc. shall be borne/ paid by the tenderer and IRDAI shall not be liable in any manner whatsoever.
- xxii. The Contractor shall ensure that all persons employed for the purpose of rendering the services required by IRDAI under this agreement are insured with Government of India recognized insurance companies, for which no extra payment will be made by the IRDAI. The contractor shall be solely responsible for any injury or damage to any persons or animals or any other things arising due to deployment in IRDAI for executing the work contract.
- xxiii. IRDAI shall not be responsible for payment of any compensation for death of or injury or accident to any of the manpower deployed which may arise out of and in the course of their duties and employment. It is agreed and understood that the tenderer shall alone be liable to pay such damages or compensation to the persons deployed.

26. Opening of Tender:

Part-I of the e-tender will be opened on **29.03.2022 at 1600 hrs on CPPP**. Part-II, Financial Bid of only those tenderers who qualify the Part-I, Technical Bid will be opened at a later date which will be advised to the tenderers.

27. Validity of Offer:

The application and rates quoted in the tenders shall remain valid for acceptance by IRDAI for a period of three months from the date of opening of the Financial Bid. The aforesaid period of three months may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.

28. The tenderer must obtain for itself on its own responsibility and at its own expenses all the information which may be necessary for the purpose of making tender and for entering into a Contract and must inspect the site of work, acquaint itself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

29. Clarifications, if any, may be obtained from the Manager, Administration Department, Insurance Regulatory and Development Authority of India, Hyderabad -500032.

Manager(Admin)-ph 040 20204887, email id- administration@irdai.gov.in

Assistant Manager(Admin)-ph 040 20204824, email id- administration@irdai.gov.in

I/We hereby declare that I/We have read and understood all the above instructions/conditions and the same will remain binding upon me/us in case the above-mentioned Annual Contract is entrusted to me/us.

- 30.** I/we also note that this letter will form part of the Contract document and that the contents of this letter shall be supplemental to the conditions in the tender and not in derogation thereof except to the extent specifically provided herein.

Signature and seal of the tenderer/s:

Date: _____

Place: _____ Landline/Mobile No. _____

Part- I TECHNICAL BID (BASIC INFORMATION)

Sr.	Information Required	Comments of the Tenderer	Pg no.
1.	<p>Name and Address of the organization</p> <p>i. Address and telephone number of Registered Office</p> <p>ii. Address of the Office through which work with IRDAI would be handled. Also indicate the name of the authorized official and his/her telephone number.</p>		
2.	<p>Type of Organization- (Proprietorship, Partnership/Company established under the Companies Act,1956) (Please enclose relevant documents.)</p>		
3.	<p>Name/s of the Proprietor /Partners /Directors of the Organization</p>		
4.	<p>Please Specify:</p> <p>a. Whether organization is registered as MSME?</p> <p>b. Whether organization is owned by woman?</p> <p>Whether organization is owned by people belonging to SC/ST category?</p>		
5.	<p>Details of Registration (Firm, Company etc.) Registering Authority, Date, Number etc. (Not applicable for proprietorship.)</p>		
6.	<p>The tenderer should be continuously in business at least for 5 years as on March 31, 2020. (Attach documentary proof such as Certificate of Incorporation, IT Returns, PAN card etc.)</p>		
7	<p>Whether the tenderer complies with the provisions of Employees Provident Funds and Miscellaneous Provisions Act, 1952; The Payment of Wages Act, 1936; The Contract Labour (Regulation and Abolition) Act, 1970; the Code of Wages, 2019 and other acts as applicable from time to time.</p>		

	<p>Condition 6 V of Eligibility Criteria - Proof of completed similar works in the last five years (works undertaken and completed on or after March 31, 2016) and should submit documentary evidence for:</p> <p>a. Three similar works each costing not less than the amount equal to 40% of the estimated cost i.e. for Rs. 20.00 lakhs each OR</p> <p>b. Two similar works each costing not less than the amount equal to 50% of the estimated cost i.e. for Rs. 25.00 lakhs each. OR</p> <p>c. One similar work costing not less than the amount equal to 80% of the estimated cost i.e. for Rs.40.00 lakhs.</p> <p>Note: "Similar work" is defined as Annual Service Contract for Providing Manpower on outsourced basis.</p> <p>Proof in the form of Annual Service Contracts to be given.</p>		
7.	<p>Condition 6 VII of Eligibility Criteria- Existing deployment (in minimum three Govt. institutions / bodies / establishments (including residential premises) or institute of repute with deployment of minimum 10 manpower each.</p> <p>The tenderer should furnish three Reference Sites and on request by IRDAI, the Referees should testify about the performance of the tenderer to the satisfaction of IRDAI. Details as per Annex-I may be provided.</p> <p>Proof of existing deployment (Work Order / Certificate) to be given.</p>		
	<p>Please enclose performance feedback from minimum of three clients, preferably Govt. / public sector clients availing the service. (Date of performance feedback should not be earlier than April 01, 2021)</p>		

8.	Annual turnover of the tenderer during three financial years i.e. 2018-19, 2019- 20 and 2020-21 (should be of not less than Rs.1.90 Crores per year as reflected in the audited balance sheet of the respective years)		
9.	Whether the firm/company has been issued PAN. Income Tax Returns (i) F.Y. 2018-19 (ii) F.Y 2019-20 (iii) F.Y. 2020-21		
10.	Audited Balance Sheet for three Financial Years i.e. 2018-19, 2019-20 and 2020-21		
12.	Certificate from ESI Corporation (latest).		
13.	Certificate from EPF Organization under EPF and Miscellaneous Provisions Act, 1952 (latest).		
14.	GST Registration Certificate.		
15.	Self-attested copy of valid license for security services under Private Security Agencies (Regulation) Act, 2005, valid for the entire period of the contract.		
16.	The tenderer should have presently deployed minimum 30 Security Staff. (Attach proof of details)		
17.	Indicate if involved in any litigation or any civil suits pending relating to the service provided. Attach a separate sheet if required.		
18.	The tenderer must have an Office in Hyderabad.Provide details		
19.	The tenderer should submit solvency certificate certified by its banker (Date of issue of the certificate must not be earlier than September 30, 2021)		
20.	The Bank Account details (Account Number and IFSC Code) where payments would be received by the Tenderer in respect of the deployed manpower should be provided. Payments will be made through RTGS/NEFT		

Please note that all the documents have to be numbered and recorded in the “Pg. No.” Column. In the absence of same , the application is liable to be rejected

Annex-1

Details of existing experience

S. No.	Duration of Contract	Nature of services rendered	Name, full address and phone no. of the Office under whom the work was carried out	Number of Persons	Proof of deployment (Work Order / Certificate)	Page No.
				Security Guards without Arms		

Articles of Agreement

This Agreement made on this _____ day of _____ 2022 between Insurance Regulatory and Development Authority of India, having its Office at Hyderabad, Telangana (hereinafter referred to as the "IRDAI") which expression shall unless it is repugnant to the context or meaning thereof deemed to include its affiliates, successors and assigns of the ONE part
and

M/s _____, having its Office at

(hereinafter referred to as the "Contractor") which expression shall unless it is repugnant to the context or meaning thereof deemed to include his heirs, representatives, administrators and assigns of the OTHER part.

Whereas the Contractor is carrying on the business of providing personnel for Security services at a Govt. institution/ body/ establishment and has adequate experience in such jobs for rendering such services.

and whereas IRDAI is desirous of availing services of the Contractor for the purpose as indicated in the letter no. _____ dated _____.

And whereas the parties are desirous of recording the terms and conditions under or upon which the said services are to be rendered by the Contractor.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Contractor shall provide Security services for the Office premises at Hyderabad.
2. This agreement will remain in force for One year or unless it is terminated as per the terms hereinafter contained.
3. The quoted charges of Rs. _____ (In words: Rupees _____) covering the cost of manpower deployed shall be payable on monthly basis subject to submission of invoice (subject to 'Terms of Payment'). The payment thereon will be made after the same is duly certified by the IRDAI's Officer to the effect that the services have been provided satisfactorily and after deducting all statutory dues/ taxes, etc.
4. Scope of work:
The Contractor shall have to provide Security services on outsourced basis as per the requirement of Insurance Regulatory and Development Authority of India, Hyderabad. The broad Scope of Work and Guidelines to be followed by the deployed personnel will be as per the point number 7, 8 & 9-General Instructions-Terms and Conditions of the Contract.

5. Eligibility Criteria for Personnel's to be deployed:

- i. The Security Agency/Company/Firm shall employ about 20% manpower from the category of Ex-Servicemen not above the age of 50 years. The security Agency/Company/Firm shall provide satisfactory proof of Ex-Servicemen status of the Security Guards before their deployment
- ii. Manpower deployed should be physically fit in all respects. Medical fitness will be considered as per fresh medical fitness certificate from Registered Medical practitioner with qualification not less than MBBS as produced for verification by the Contractor.
- iii. The manpower deployed by the Contractor during the currency of the Contract shall not work in any other organization or shall not be deployed by the Contractor at any other organisation. If any such instance comes to the notice of the IRDAI during the agreement period, the IRDAI shall have the right to impose suitable penalty on the Contractor, which will be recovered from its monthly bills or security deposit or any other dues of the Contractor. IRDAI shall have the right to ask for a suitable replacement in such a case.
- iv. Personnel deployed should not be less than 18 years of age.
- v. The manpower deployed should be meeting the requirements of age, skills/experience & qualification, as mandated in General Instructions, terms and Conditions at 2 above
- vi. The manpower deployed should be able bodied and trained persons with good health and clean record.

6. Pay Structure:

- i. The tenderer will be bound to the Minimum Rates of Wages Rules set by the Ministry of Labour and Employment (Higher of the Minimum Wages announced by Central and State Government) under applicable statutory provisions to the manpower deployed.
- ii. Rates quoted by the Contractor shall be a fixed amount throughout the period of the agreement. However, IRDAI shall consider changes on account of revision of minimum wages/statutory provisions as notified by the Government during the currency of the contract.
- iii. The rates should be inclusive of all applicable elements as per applicable Statutory Provisions except GST. GST shall be reimbursed on actuals on production of documentary evidence and should be exclusive of above rates.

7. Terms of Payment:

- i. The contractor shall be responsible and liable for payment of salaries, statutory minimum wages, other admissible allowances and other legal dues to the manpower deployed for the purpose of rendering the services required by IRDAI under this tender. IRDAI shall not pay any extra charges / payment for whatever reason including weekly off / leave / holiday etc. to the manpower deployed. Written records for having made these payments will be submitted to the IRDAI, at monthly intervals, for its verification.
- ii. The contractor will not be paid any payments in advance. Monthly payment confirming to the attendance of the manpower deployed as per the documents to be maintained by the contractor and submitted to IRDAI shall be made by IRDAI after the end of every calendar month. The contractor must ensure payment to the manpower deployed and submit bill towards the same by 15th of the same month (or next working day if 15th is not a working day). The bill should be submitted along with documentary evidence like bank statement etc. regarding payment made to its manpower, failing

which the bill may not be paid.

- iii. The requisite manpower deployment shall be provided as per the requirement of IRDAI and the persons deployed by the contractor shall not claim themselves as the employees of IRDAI and there shall be no employer-employee relationship between IRDAI and the persons so deployed by the contractor.
- iv. In the event of termination of the contract for any reason whatsoever, the contractor or the manpower deployed shall not be entitled for any sum or sums whatsoever from IRDAI by way of compensation, damages or otherwise.
- v. The payment of the bill to the contractor will normally be done by IRDAI within 30 days from the date of receipt of the bill by the IRDAI. However, if there is a delay of more than 45 days for any reason, it may be immediately brought to the notice of the IRDAI. Any clarification from the contractor on the bill submitted by the contractor will be sought by IRDAI within 15 days from date of receipt of the bill and the contractor has to provide clarification regarding the same within 7 days. In case of any disagreement between IRDAI and the contractor on any part of the Bill, such part may be severed from the rest and payment will be made against the agreed and admissible part of the bill. The dispute of the severed part will be separately dealt with as per terms and conditions of the contract.

8. Interest Free Security Deposit:

- i. The Contractor shall deposit 5% of Contract value as interest free security deposit. This amount shall be paid either in the form of Demand Draft of a scheduled bank payable at Hyderabad or through Online Mode/NEFT in favour of "Insurance Regulatory and Development Authority of India, Hyderabad". The Contractor is also allowed to furnish security deposit in the form of a Performance Bank Guarantee in lieu of demand draft/NEFT/Online mode payment. Performance Bank Guarantee shall be valid for the entire period of currency of contract for due fulfillment of the contractual obligations by the contractor.
- ii. The security deposit shall be adjusted against any loss, theft, damage etc. caused by the Contractor or by the personnel deployed by the Contractor or negligence of personnel deployed by the agency and/or breach of one or more of the conditions of the agreement by the Contractor.

9. Penalty and Liquidated Damages:

- i. IRDAI will impose a penalty of Rs.500/- per person per day if the manpower deployed are found either unauthorized absence from their post or sleeping while on duty. In addition to this penalty, such lapses will be viewed seriously by IRDAI and may result in termination of the contract.
- ii. In case of breach of any/or more of the conditions in the agreement and/or services provided by the Contractor are found not satisfactory (not maintaining the man power, found not alert on duty, indiscipline and improper uniform/turnout etc.), during any period of the agreement, an amount subject to minimum 10% of the total monthly bill would be deducted as liquidated damages for one month and if the performance continues to be unsatisfactory in any of the subsequent months the services of the Contractor can be terminated by giving a short notice of seven days or forthwith depending upon the exigencies and also disqualifying it from participation in future empanelment.

10. Uniform and Other Facilities:

- i. It shall be the responsibility of the Contractor to provide two pairs of uniform and shoes every year

along with the name plate/identity card to the manpower deployed to perform their duties. The identity cards shall be produced on demand by any authority of IRDAI or of the Government.

- ii. Other parameters of the uniform shall conform to the specifications in the PSARA, 2005.
- iii. IRDAI will not provide accommodation to the personnel deployed in the IRDAI's Premises or elsewhere.
- iv. The Contractor must arrange all necessary measures to keep the workers compliant to COVID 19 norms as prescribed by the authorities and as per instruction issued by IRDAI from time to time.

11. Reporting:

- i. The Contractor will introduce its manpower to Officer-In-charge, declared as controlling Officer or any other person authorized by IRDAI on its behalf for the operation of the agreement by the IRDAI, for verification and satisfaction before their deployment and the Contractor shall furnish the complete particulars / bio- data of personnel with passportsize color photo, duly attested by a Gazetted Officer, before deployment, including a copy of the arm license, wherever applicable.
- ii. IRDAI reserves the right to advise the Contractor to remove any personnel found not discharging his duties satisfactorily or of doubtful character and it will immediately remove such person / persons and provide replacement.
- iii. The duty points and retention of personnel deployed by the Contractor will be decided by IRDAI through its Officer-in-Charge or any person so authorized in this regard and the Contractor will have to abide by such direction.
- iv. The personnel deployed shall work as per the timings decided by the IRDAI, subject to applicable statutory provisions.
- v. It may be distinctly understood that there shall not be any absenteeism by the personnel. In case of absenteeism, if any, replacement personnel will have to be provided by the Contractor. The replacement personnel should be able to join his duty within two hours, failure to do so would render the Contractor liable to pay the damages at double the rate of the wages and suitable deductions will be made from monthly bills of the Contractor. Such replacement personnel shall also be subject to meeting the required standards.

12. Termination of the Contract:

- i. Without prejudice to what is contained hereinabove, IRDAI shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason and without payment of any compensation, if
 - a. in the opinion of IRDAI (which shall not be called in question by the Contractor and shall be binding on the Contractor) the Contractor fails or refuses to implement this agreement to the IRDAI's satisfaction and/or
 - b. the Contractor commits a breach of any terms and conditions of this agreement and/or
 - c. the Contractor is adjudged an insolvent or a compromise is entered by it with its creditors or receiver is appointed of any part of the assets or property of the Contractor and/or
 - d. for any reason whatsoever, the Contractor becomes disentitled in law to perform his obligations under this agreement and/or

- e. there is any variation in the ownership/partnership of the management of the Contractor or its business without the prior approval in writing of IRDAI of such variation.
- ii. In case, IRDAI or the tenderer wants to terminate the agreement for any reason (other than aforesaid), they may do so after giving three months' prior notice.

13. Settlement of Disputes by Arbitration:

If any dispute, differences or questions shall, at any time, arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding, the same shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the decisions of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. Further, such disputes, difference or questions, if any, shall be deemed to have arisen at Hyderabad and only courts in Hyderabad shall have jurisdiction to determine the same.

14. Compliance with “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013

- ii. The Contractor shall be solely responsible for full compliance with the provision of “the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the IRDAI’s Premises, the complaint will be filed before the Internal Complaints Committee constituted by IRDAI, and the Contractor shall ensure appropriate action under the said Act in respect to the complaint.
- iii. Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of IRDAI shall be taken cognizance of by the Internal Complaints Committee constituted by IRDAI.
- iv. The Contractor shall be responsible for any monetary compensation that may have to be paid in case the incident involves the employees of the Contractor, for instance any monetary relief to IRDAI’s employee, if sexual violence by the employee of the Contractor is proved.
- v. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- vi. The Contractor shall provide a complete and updated list of its employees who are deployed within the IRDAI’s Premises, at all times.

15. Other terms and conditions:

- i. The Contractor shall indemnify and keep indemnified IRDAI against all losses and claims, damages or compensation for the following:
 - a) Any loss due to theft, pilferage etc. and will make good the loss sustained by the negligence, absenteeism or dereliction of duty by the manpower deployed.
 - b) Any loss suffered by IRDAI as a result of disclosure of any confidential information.
Failure to observe the above shall be treated as breach of Contract on the part of the Contractor and IRDAI shall be entitled to claim damages and pursue legal remedies.
 - c) The Contractor shall be wholly responsible for the liabilities, if any, in respect of losses and

claims, damages or compensation for breach of any provisions of the Contract Labour (Regulation and Abolition) Act, 1970; Employees State Insurance Act 1948; Workmen's Compensation Act, 1923; Payment of Wages Act, 1936; Payment of Bonus Act, 1965; The Employees Provident Fund and Miscellaneous Provisions Act, 1952; The Minimum Wages Act, 1948; Employees Liability Act, 1938; Employment of Children Act, 1938, The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, The Code of Wages, 2019 or any other applicable law/statute in force from time to time in this regard.

- ii. Any dispute regarding working hours and of compensation payable to the workers deployed by the Contractor will be the responsibility of the Contractor and no representation will be entertained on this issue by this Office. The Contractor shall totally indemnify IRDAI in this regard.
- iii. If awarded, the Contractor shall not assign the Contract. The Contractor shall not sublet any portion of the Contract except with written consent of the IRDAI. In case of breach of these conditions, IRDAI may serve a notice in writing on the Contractor rescinding the Contract.
- iv. The Contractor / manpower deployed by it shall not disclose directly or indirectly to anyone details of this Office, operational process, technical know- how, security arrangements, administrative / organizational matters, infrastructure / systems /equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging his Contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the IRDAI.
- v. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractual obligations with respect to non-disclosure and confidentiality will survive till the expiry or termination of this agreement for whatever reason.
- vi. The Manpower deployed shall work during the Office hours.
- vii. The Contractor shall maintain neat, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.
- viii. The Contractor shall provide information as required in respect of manpower deployed by it to enable IRDAI to monitor compliance of Employees' Provident Fund organization, Employees' State Insurance Corporation, etc.
- ix. The contractor shall ensure that all persons employed by it, for the purpose of rendering the services required by IRDAI are insured as per Workman's Compensation Act for which no extra payment will be made by the IRDAI. Documentary proof of the same has to be submitted to IRDAI within two months from the date of deployment of manpower.
- x. The authorized person of the contractor, other than the personnel deployed, shall personally and exclusively supervise or deploy sufficient supervisory personnel, exclusively to supervise the work of his employees so as to ensure that the services rendered are carried out to the satisfaction of the IRDAI.
- xi. The Contractor shall ensure that no employee of the Contractor will enter or remain on the IRDAI's premises beyond the specified time limits until and unless it is absolutely necessary for fulfilling Contractual obligations.

- xii. The Contractor shall obtain Police Verification report on character and antecedents of his personnel and other details relating to age, educational qualification, name and permanent address to be provided under this Contract along with their passport size photographs before engaging them for duty in IRDAI's Premises. Only able bodied, physically fit, well trained, literate, disciplined and honest personnel shall be deployed.
- xiii. The Contractor shall, at its own expenses, get the manpower deployed by it medically and clinically examined as per the tests prescribed by IRDAI within one month of awarding the Contract. The medical reports should be submitted to the IRDAI. These certificates / reports should also be submitted as and when any new person is deployed by the Contractor.
- xiv. The Contractor shall ensure payment of wages to labourers of all descriptions deployed by it as per the rates quoted by it ensuring compliance with Minimum Wages Act, 1948. The Contractor shall maintain a register of wages, issue a wage slip to every manpower deployed and obtain his signature or thumb impression on the wage slip in the presence of the IRDAI's authorized Officer assigned for this work. The register shall be submitted to IRDAI after every payment to the manpower. In addition, the Contractor will have to provide essential amenities required under applicable laws / statutes like first aid facility etc. to the manpower deployed. The Contractor has to give an undertaking on Non-Judicial Stamp Paper of applicable value before the award of the work that it undertakes to actually pay wages to labourers of all descriptions deployed by it for the purpose of rendering services required by IRDAI as per the rates quoted in the tender ensuring compliance with Minimum Wages Act, 1948 and other applicable laws. The Contractor shall also keep IRDAI indemnified against all the actions that may be initiated against it by the Statutory Authorities for its failure to pay such wages and provide the essential amenities.
- xv. The Contractor shall ensure that the manpower deployed, while on the premises of IRDAI or while carrying out their obligations, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by IRDAI or its authorized agents and IRDAI shall be the sole judge as to whether or not the Contractor and /or the manpower deployed have observed the same.
- xvi. The Contractor shall provide a day of rest to the manpower deployed as per applicable statute.
- xvii. The Contractor should be conforming to Employees Provident Funds and Miscellaneous Provisions Act, 1952; The Payment of Wages Act, 1936; The Contract Labour (Regulation and Abolition) Act, 1970; The Code of Wages, 2019 and should undertake to comply with various acts applicable from time to time. Being a statutory body established under the Act of Parliament, IRDAI is bound to pay minimum wages as prescribed by the Central and State Governments, which may be applicable in case of Contractors employed by the IRDAI.
- xviii. The Contractor shall obtain a licence under Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable from time to time, failing which the Contractor alone would be responsible for actions/ proceedings ensuing thereto. IRDAI shall not be held responsible for acts, commissions or omissions of the Contractor and shall in no way be made liable to the persons deployed by the Contractor.
- xix. The Contract can be further extended for a further period of two years, one year at a time or such other period as IRDAI may consider necessary subject to satisfactory performance and adherence to Contractual obligations by the Contractor. The decision of IRDAI in this regard will be final.
- xx. All liabilities arising out of any legal dispute, accident etc. shall be borne/ paid by the Contractor and

IRDAI shall not be liable in any manner whatsoever.

- xi. IRDAI shall not be responsible for payment of any compensation for death of or injury or accident to any of the manpower deployed which may arise out of and in the course of their duties and employment. It is agreed and understood that the Contractor shall alone be liable to pay such damages or compensation to the persons deployed.

16. Stamp Duty

The Contractor shall bear the stamp duty of this Agreement which will be executed in duplicate. IRDAI and the Contractor will retain one copy of the agreement each.

In witness, thereof the parties hereto have subscribed their respective hands hereto and, on a duplicate, hereof on the day and year hereinabove first mentioned.

Signed and delivered

Shri _____ (sign and seal of the Contractor) In the presence of

(witness):

1.

Signed and delivered for and on behalf of Insurance Regulatory and Development Authority of

India by (sign and seal of the IRDAI) Shri _____, its duly authorized Officer in

the presence of (witness): 1.

Insurance Regulatory and Development Authority of India
Administration Department, Hyderabad, Telangana - 500032

E – Tender for Providing Security Services on Outsourcing Basis to IRDAI, Hyderabad

Name of Tenderer: _____

Address: _____

Contact Number: _____

Last Date of Submission: 28.03.2022 at 15:00 hrs

(This is for illustrative purpose only and the Financial Bid should not be submitted with Part- I Technical Bid. It should be submitted in the CPPP Online Portal under section – Financial Bid.

PART-II**FINANCIAL BID**

E-Tender for providing Security services on Outsourcing basis to IRDAI, Hyderabad

(This is for illustrative purpose only and the Financial Bid should not be submitted with Part-I Technical Bid. It should be submitted in the CPPP Online Portal under section – Financial Bid.)

1.	Name of the Firm /Company / Agency (With full address and Tel. No.)	:	
2.	Registration No. of the Firm / Company / Agency under State / Central Govt. or any other Organization Viz.DGR	:	

Total Amount of Charges for all categories of manpower deployed

Sr. (a)	Category of Manpower (b)	No. of persons to be deployed (c)	Rate per person (for 26 days) * (d)	S Total (c)*(d) (In BoQ1 - Column 13)
A	Security Guards without Arms	20 (inclusive of one Supervisor)	(to be quoted by the tenderer exclusive of GST)	
B	Service Charges (which should include: All expenditure on providing uniform outfits/ managerial/ supervisory/ insurance/ administrative services by all means to get the work done through deployed Security services.) in absolute figures in Rupees Note-The % age of Service Charge will be calculated using the absolute figures quoted in BoQ1.			

***-Rates shall be inclusive of Minimum Basic Wages plus VDA, Employees Provident Fund Contribution, Employees State Insurance Contribution, Employees Deposit Linked Insurance (EDLI), EDLI administrative charges, Bonus and other charges, if any, which shall be in accordance with the latest order of Central/State Government, as the case may be. All Charges will be as per applicable statutory provisions. Fixed Uniform Washing Allowance shall be given.**

Note: Tenderers should quote monthly charges for only one person in each category.

Charges for required manpower per month will be calculated by the System.

Grand Total (Charges for 12 months)

Total Manpower Charges = [{A+B} *12]

% age Service Charge = B/A

Annexure-II

Break-up of Manpower Charges

The format has to be uploaded alongwith the BoQ in CPPP:

S. No.	Break-up of Rate	Security Guards Without Arms		
		Central Govt.	State Govt.	Rates Quoted
1	Minimum Basic Wages			
2	VDA (Central) / CLA (for State Govt.)			
3	EPF Contribution @ 12%			
4	EPFO Administration Charges @0.5%			
5	ESIC Contribution @3.25%			
6	Employees Deposit Linked Insurance (EDLI) @ 0.5%			
7	EDLI Administrative Charges @ 0.01%			
8	Bonus @8.33% of Wages + VDA			
9	Other Amount, If any			
	Grand Total			
Number				
Total Without ServiceCharge				
Service Charge Should be more than 2%				
Total With Service Charge				

Terms and Conditions:

1. The agencies shall acquaint themselves with the relevant statutory provisions and carry out the market survey before bidding/quoting the rates. Rates quoted above must be as per the Minimum Rates of Wages as per the Ministry of Labour and Employment (Higher of the Minimum Wages announced by Central and State Government) for all the components except the Service Charges (Agency Charges) element. All fields are mandatory and subject to Government rules as applicable.
2. The Wages are subject to revision on account of changes by Applicable Statutory provisions.
3. Tenderers should note that Service Charges (Agency Charges) can be retained by them and all other elements are to be passed on to respective authorities/manpower deployed. Copy of proof of payments of statutory dues and payments to manpower deployed in their respective bank accounts is to be submitted along with subsequent month's bill.
4. The tenderer is required to mandatorily quote for all the categories of Security services in the Financial bid. Any bid which has not quoted charges for all the categories shall be liable to be rejected.
5. All the tenderers must submit component wise break-up of the Manpower charges (Annexure-II) along with BoQ in CPPP. Any Tenderer not submitting the same is liable to be rejected.
6. L1 shall be decided on the basis of Grand Total (Charges for 12 months) as quoted above by the tenderer.
7. Keeping in view TDS provisions and other elements of service charges, quotations of service charge less than or equal to 2% (%age Service Charge = B/A would be treated as unresponsive and will not be considered. In case of a tie, IRDAI reserves the right to award the contract to any of the tenderer in the tie, keeping in view the experience of the agency in providing manpower services, geographical presence, own training establishment and ISO certification."
8. GST shall be reimbursed on actuals on production of documentary evidence and should be exclusive of above rates.