



**Dr B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY**  
**G T Road By Pass, Jalandhar-144011, Punjab (India)**  
EPABX-0181-2690301-453 Fax: 2690320, 2690932 Email registrar@nitj.ac.in

**TENDER NOTICE NO. NITJ/PUR-I/102/16/e-Tender No. 20/2016**

**Last Date for Submission of Online bids : 16/09/2016 upto 05:00 PM**  
**Date of Opening of Online Technical bids : 19/09/2016 at 10:30 AM**

e-Tenders are invited in two bid system from the security companies/ Agencies /Contractors having valid licenses under the contract labour (regulations & Abolition) Act 1970/ Private Security Regulations Act 2005 capable of providing round the clock contractual security services for the campus of NIT, Jalandhar. The detailed tender document, eligibility criteria, terms & conditions can be downloaded / seen at website of Institute [www.nitj.ac.in](http://www.nitj.ac.in) or [www.tenderwizard.com/NITJ](http://www.tenderwizard.com/NITJ)

Only e-tenders will be accepted. For more details/clarifications the Bidders may contact Mr. Vijay Kumar on behalf of M/s ITI Limited on mobile No. 8146699878 or e-mail: [vijay@etenderwizard.com](mailto:vijay@etenderwizard.com)

**Registrar**



**THIS DOCUMENT IS FOR REFERENCE ONLY. ONLY E-TENDERS WILL BE ACCEPTED**

**TENDER NOTICE NO. NITJ/PUR-I/102/16/e-Tender No. 20/2016**

**e-Tenders are invited from the security companies/ Agencies /Contractors having valid licenses under the contract labour (regulations & Abolition) Act 1970/ Private Security Regulations Act 2005 capable of providing round the clock contractual security services for the campus of NIT, Jalandhar. The detail schedule is as under:**

I	Downloading of e-tender document	Start Date: 24/08/2016 at 03:00 PM End Date :16/09/2016 upto 05:00 PM
II	Date of submission of e-tender	End Date :16/09/2016 upto 05:00 PM
III	Physical submission of Tender Fee and EMD	End Date: 16/09/2016 upto 05:00 PM
IV	<b>Opening of Technical Bid (online)</b>	<b>at 19/09/2016 upto 10:30 AM</b>

**Detailed Terms and Conditions are available in e-tender document. The bid document can be downloaded from the website of [www.tenderwizard.com](http://www.tenderwizard.com)/NITJ. Complete tender document is available for reference purposes on Institute website [www.nitj.ac.in](http://www.nitj.ac.in). Only e-tenders will be accepted.** For more details/clarifications the Bidders may contact Mr. Vijay Kumar on behalf of M/s ITI Limited on mobile No. 8146699878 or e-mail:[vijay@etenderwizard.com](mailto:vijay@etenderwizard.com) and if facing problems, the following helpline are available:

**Chandigarh Helpline: 0172-3934667, 9257209340, 8054628821  
Mr. Rajesh Gaur :8146699894 , Delhi Helpline -011-49424365**

**Tender Detail, Tender Fee & EMDs is as under:**

<b>Name of Work</b>	<b>Estimated Cost</b>	<b>Tender Fee</b>	<b>EMD</b>	<b>Tender Processing Fees (ST Extra)</b>
Providing of round the clock contractual security services for the campus of NIT Jalandhar through NIT Jalandhar .	<b>Rs.11 Lac</b>	<b>Rs. 1000/-</b>	<b>Rs.2,00,000/-</b>	<b>Rs.1100+ ST Extra</b>

- **Estimates of cost is shown on account of Annual Administrative charges approx.**



### **Important Note**

1. All corrigenda, addenda, amendments and clarifications to Tender Specifications will be hosted in the website [www.nitj.ac.in](http://www.nitj.ac.in) and not in the newspapers. Bidders shall keep themselves updated with all such developments.
2. In case the last date of receipt/opening of bids falls on holiday, the bids shall be receipt/opened on the following working day at same time.
3. Tenderer who have downloaded the tender document form from the institute website shall submit a declaration along with tender document that I/We have downloaded the Tender Form from the institute website [www.nitj.ac.in](http://www.nitj.ac.in) and I/we have not tempered /modified the tender form in any manner. In case, if the same is found to be tempered/modified in any manner, I/we understand that my/our tender will be summarily rejected and I/we are liable to be banned from doing business with institute.
4. Tender fee of Rs.1000/- (Non- refundable ) along with EMD amounting to Rs . 2,00,000/- (Rupees Two Lacs, Refundable ) in the form of DD favoring Director NIT Jalandhar be submitted as per dates mentioned in schedule. The Processing fee for will paid through online mode only to M/s ITI Limited, New Delhi.



### **Instructions to Tenderer**

1. No tender will be accepted in physical form. The bidders shall have to submit their Bids online in Electronic Format under Digital Signatures. For participation in the e-tendering process, the bidders need to register themselves on [www.tenderwizard.com/NITJ](http://www.tenderwizard.com/NITJ). The registration and other charges are available on their website. On registration, they will be provided with a user ID and a system generated password enabling them to submit their Bids online using Digital System Certificates (DSC).
2. Tenders without Digital Signatures will not be accepted by the electronic tendering system.
3. Bids will be opened online as per time given failing which no tender will be submitted.
4. **Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents mentioned as per eligible criteria and technical bid have been uploaded with the bid which should be duly signed and stamped. failing which their bids may be rejected and will not be considered.**
5. NIT JALANDHAR, will not be responsible for any delay in online submission of bids due to any reason whatsoever.
6. Bidders should also send the scanned copies of Tender fee and EMD as specified in the tender documents with online technical documents. EMD and Tender Fee in the form of a Demand Draft in favor of the Director, Dr B R Ambedkar NIT, payable at Jalandhar should be submitted to the following address before opening of the Technical Bid as per given in the schedule time for physical submission of EMD and Tender fee.

**E- Tender documents without tender fee & EMD will not be accepted. Envelope should have full address and phone number & Email of the tenderer.**

**Receipt & Dispatch Section**

**Kind Attention- Purchase Section**

**Submission of EMD and Tender Fee**

**Due Date \_\_\_\_\_ and Time \_\_\_\_\_**

**Name \_\_\_\_\_ Tender No: \_\_\_\_\_**

**Director,**

**Dr B R Ambedkar National Institute of Technology,**

**G T Road Amritsar By Pass, Jalandhar-144001, Punjab (India).**

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



7. The details of EMD specified in the tender document should be same as submitted online (scanned copies). Otherwise tender will be rejected summarily.
8. The conditional bids shall not be considered and will be outrightly rejected.
9. The Financial Bid through e-tendering of only those bidders shall be opened who will qualify in the eligibility criteria, technical bid and are approved by the Institute Purchase Committee/Technical Experts. The date, time & place of opening of the financial bid(s) will be intimated in due course of time.
10. Telex, Fax, e-mail and other incomplete offers are liable to be summarily ignored.
11. At any time, prior to the deadline for submission of bid, the institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer(s), modify the tender document by inserting amendment.
12. The amendment will be published on Institute website only. In order to afford prospective tenderer(s) reasonable time in which to take the amendment into account in preparing their bid, the institute may, at its discretion extend the deadline for the submission of tender.
13. The Institute is not liable to pay any interest on EMD. Earnest money deposit shall be forfeited, if the tenderer, withdraws its bid during the validity period of bid. The Earnest money deposit of the tenderer, whose tender has been accepted, will be returned on the submission of **performance security**. Earnest money deposit of the successful tenderer shall be forfeited, if it refuses or neglects to execute the contract or fails to furnish the required performance security within the time frame as specified by the institute. The EMD(s) of other Bidder(s) whom offer will not found according to requirement /lowest will be released after finalization of Tender.
14. The Director may accept a tender in part or whole of the quantity offered, reject any tender without assigning any reasons, may not accept the lowest or any doubt dispute or whatever may be the decision of the Director shall be final in this regard.
15. The offer shall be kept valid for 90 days.

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16. The tenderer should not have been debarred and/ or blacklisted by any Central Government/ or any State Government Department(s) supported by the affidavit as per format given in **Annexure-“Z”**.
  
17. If any information furnished by the bidder is, at any stage found to be incorrect, false or fabricated, the Institute shall have the absolute right to forfeit EMD and security deposits, in addition to cancellation of contract, forfeiting the warranty/performance guarantees and other action in accordance with law, such as black-listing, risk & cost etc

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## General Information

1. All information called for in the enclosed forms A to G should be furnished /uploaded against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given/upload against respective columns in such case. If any particulars/ query is not applicable in the case of the bidder, it should be stated as not applicable. However the bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information, may result in the bid being summarily disqualified. **All the information be given through e- bid. Additional information, if any, can also be provided through scanned copies on the letter head of supplier/Agency only by e-bid. Bid/ Information made by FAX and those received late will not be entertained.**
2. A Senior Officer of the client should sign references, information and certificates from the respective clients certifying suitability, know-how and capability of the bidder.
3. The bidder is advised to attach any additional information, which it thinks necessary in regard to its capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. The bidder is, however, advised not to attach superfluous information. No further information will be entertained after the bid is submitted, unless the Institute calls it for.
4. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify that whether he is signing in the capacity of;
  - i) a sole proprietor of the firm or constituted attorney of sole proprietor, or
  - ii) a partner of the firm in which case, he must have the authority to represent the firm for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership deed or power of attorney, or
  - iii) constituted attorney of the firm.

Provided that,

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- a) In case of (b) above, a copy of the partnership deed or general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of attorney should be furnished.
  - b) In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender offer and every partner of the firm should sign all other related documents.
  - c) A person signing the tender form or any other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the Institute may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract / intended contract at the risk and cost of such person and hold the signatory liable to the Institute for all cost and damages arising from the-cancellation of the contract including any loss which the Institute may have incurred on account of execution of contract / intended contract.
  - d) Individual signing the tender or other documents connected with the contract shall indicate the full name below the signature and must specify the capacity and authority under which he signs such document and shall also submit documentary evidence of his authority duly attested by a Notary Public.
5. Every page of the technical bid as well as the document of eligibility criteria must be signed by the competent person under seal & Signed and then be uploaded.
  6. The award of work order, when issued to the successful bidder, shall constitute the contract with collateral support from the terms and conditions of the tender, besides the invitation notice as well as formal agreement, all of which shall finally form the contractual obligations to be adhered to and performed by the bidder and non-performance of any of such obligations shall make the bidder liable for all consequential effects.

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7. The successful bidder shall have to execute an agreement with the Institute on a non-judicial stamp paper of Rs. 100/- (Rupees one hundred only) or of the value as may be applicable at the time and commence the work within 01 (one) month from the date of award, failing which the Institute shall be at liberty to forfeit the earnest money and proceed to appoint another agency, as it may deem fit.
8. The bidders are advised to refrain from stipulating any conditions, rebates etc. in violation of the terms of the tender. The Institute reserves the right to reject such tenders in which conditions of rebate is stipulated, without assigning any reason thereof.
9. The bidders are advised to visit and examine the campus and its surroundings and obtain for himself, on his own responsibility, all information that may be necessary for preparing their *Technical Bid* and the *Financial Bid*. The cost of visiting the site shall be at applicant's own expense.

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### Eligibility Criteria:

1. Only such agencies that fulfill the following requirements, shall be eligible to apply;
    - i) Registration under the Private Security Agency (Regulation) Act, 2005.(PSARA)
    - ii) Registration under EPF & MP Act, 1952 and ESI Act, 1948,
    - iii) The security agency has been in contractual security business continuously during preceding five years for providing services to Central Government/State Government Department (including Public Sector Companies/ Undertakings/ Autonomous bodies/ Corporate/Public Limited Companies.)
    - iv) The license from the Director General, Punjab Police to work as security agency in Punjab.**
    - v) The company should be having valid ESI, EPF Account No. , Income Tax Account No., Service Tax No .and PAN/TAN (TDS Account).
    - vi) Minimum 500 guards have been on its payrolls during the last three each financial year, i.e., 2013-14, 2014-15, 2015-16.
    - vii) Organized training arrangements for security personnel with clear recruitment policies.
    - viii) Has at least five running contracts for providing security services of annual value not less than Rs. 20 lakh for each contract during last 3 each financial year.
    - ix) Annual turn-over for each year during the preceding three years should not be less than Rs. 1.5 crore each year, i.e., 2013-14, 2014-15, 2015-16.
    - x) Has the capability to provide vehicles and licensed radio/wireless equipments for communication.
- Agencies not meeting the above eligibility criteria need not to apply, while quoting in the tender, companies should attach the documentary proof of above conditions further, if any original documents required for verification then bidder have to provide within 2-3 days from the issuance of instruction, failing which offer will not be considered.**

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### **TECHNICAL BID**

The Technical Bid shall also include the Presentation to be made by each Firm. The following are the minimum basic requisites for being eligible and participating in the bidding-process. The firms shall also upload scanned copies of all relevant documents referred to hereinafter along with their Technical Bids

#### **Initial criteria for submission of bid:**

1. The Firm must have obtained the requisite license from the competent authority prescribed under the Private Security Agency (Regulation) Act, 2005; and license should be valid and subsisting as on the last date of bid.
2. Average annual financial business turn over of the company on security services should be at least Rs. 1.5 crore (one Crore and fifty Lakhs) during each of the last 3 (three) preceding financial years, i.e., 2013-14, 2014-15 and 2015-16. For the purpose, the bidder should furnish the following financial information:
  - i) Annual financial statement for the last 3 (three) years (**in Form 'A'**) should be supported by audited balance sheets and profit and loss accounts, duly certified by a Chartered Accountant, as submitted by the applicant to the Income Tax Department.
  - ii) Name and address of the Banker familiar with the applicant's financial standing and Banker's statement on availability of credit.
  - iii) The bidder should also submit the Solvency Certificate along with the bid document.
3. The agency must have at least 5 (five) running contracts of the annual value not less than Rs. 20 (twenty) lakhs each contract during last 3 each financial year. Copies of work order or certificate of monthly billing from the client must be enclosed as documentary evidence. The bidder in this regard should furnish the following particulars:
  - i) List of all contracts of similar class of business successfully completed during the last five years (**In Form 'B'**)
  - ii) List of the contracts under execution or awarded (**In Form 'C'**)

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- iii) Particulars of completed contracts and performance of the applicant, duly authenticated /certified by a Senior Officer of the client **(In Form 'D')**
- 4) The bidder is required to submit the following particulars in respect of his organization **(In Form 'E')** Name and postal address including Telephone Number, Fax Number and e-mail addresses etc.
- 5) Copies of original documents defining the legal status, place of Registration & principal places of business.
- 6) Names and title of Directors and officers to be concerned with proposed contract for NIT Jalandhar with designation of individuals authorized to act for the organization.
- 7) Information on any litigation in which the applicant was involved during the last 5 (five) years, including any current litigation.  
a. Authorization from employers for seeking detailed references by the Institute.
- 8) The firm should have minimum 500 permanent guards on its rolls during the last three each year i.e., 2013-14, 2014-15 and 2015-16. It should also have a clear regular recruitment policy. The bidder must furnish the details of employees currently on their rolls **(In Form F)**.
- 9) The firm must have the capability to provide vehicles and licensed radio/wireless equipment for communication. The firm must submit **(In Form G)** a list of communication equipment and transport owned by the firm.
- 10) The company should be in the security & intelligence business for at least 5 (five) years consecutively in the preceding years.
- 11) The firm should have EPF, ESI and Sales/Trade Tax Registrations.
- 12) The firm should have properly organized training arrangements for its security personnel. Full details of such training, including the institutions utilized for training, duration of training and available training aids should be furnished.

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- 13) The firm should have on its rolls trained personnel with pleasant behavior. The firm has to provide security guards as per Annexure-Y.
- 14) The firm must submit letter of transmittal (**In Form H**) along with the technical bid.

**Presentation:**

- a. The presentation shall be made by an authorized representative of each firm before the tender opening committee constituted to oversee the entire tendering process. The representative should be in a position of answering all the queries related to the firm. The presentation is to cover the following aspects of the firm;
  - i) Brief introduction of the firm.
  - ii) Certificate of registration of the firm.
  - iii) Clients served/being served by the firm.
  - iv) Recruitment policy of the firm.
  - v) Infrastructures of the firm.
  - vi) Facilities for imparting training to its personnel.
  - vii) Capability to deal with critical situations.
  - viii) Any other aspects of significance.
  - ix) The Company should possess adequate experience of Guarding and handling Electronic/Non-electronic gadgets, viz CCTV, Access Control and Basic Crowd Control Devices, licensed radio/wireless equipments.
  - x) The Company should be capable of providing adequate trained and licensed Armed Guards with clear, written and enforced recruitment policies.
  - xi) The company should have its own or sponsored training arrangements for training of their personnel deployed.
  - xii) The company besides providing security services should be capable to monitor Traffic, Safety, Parking & Trespassing.
- b. The Institute shall provide a laptop and requisite hardware to facilitate making of presentation. After presentation, a hard copy of the presentation is to be provided to the Tender Opening Committee.

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### **Evaluation of Technical Bids:**

The Technical Bids shall be evaluated by the Committee constituted for the purpose in the following manner;

- 15) The bid will first be scrutinized on the basis of the initial criteria prescribed in paras 1 to 14 and in eligibility criteria. Accordingly the bidder's eligibility will be determined.
- 16) Even though the bidders may satisfy the above requirements, they may be disqualified. if they have:
  - i) Made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.
  - ii) Records of poor performance such as abandoning work, not properly completing the contract or financial failure/weaknesses.
  - iii) The Confidential enquiry reveals facts contrary to the information provided by the applicant.



## **TERMS AND CONDITIONS FOR PROVIDING SECURITY SERVICES**

### **OBLIGATIONS OF THE SECURITY AGENCY**

1. The security agency is required to provide the following services:
  - i) Complete security to the life and property of the residents and the assets of the Institute.
  - ii) Safeguard against trespass.
  - iii) Security cover to various official functions organized by the campus community (campus community includes Institute administration and its various branches & Hostels).
  - iv) Control of vehicular traffic.
  - v) Maintain vigil and undertake surveillance for control of untoward incidents, specially involving the outside elements.
  - vi) Control of stray cattle and canine menace.
  - vii) Pursuance of cases registered by the community with local police.
  - viii) Assist the Institute in maintenance of day-to-day discipline and smooth running of various activities.
  - ix) Provide timely intelligence inputs to the Institute administration.
  - x) Fire fighting and trained in operating water hydrants.
  - xi) Protection of property and personnel (faculty, staff, students, official visitors and residents )of the Institute against willful harm. The Institute meaning Academic Areas, Residential Areas, Hostels, Guest Houses, RCA areas, Playgrounds, Commercial Centre etc. all within the boundary of NIT campus.
  - xii) Regulate parking of vehicles in designated areas of the Institute.
  - xiii) Provide security during official, social and religious functions inside the NIT campus.
  - xiv) Any other work incidental to the security services.
2. The Security Agency in discharge of its duties will be bound by operational parameters given in **Annexure 'X'**.

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3. The Security Agency shall make serious efforts to control and eliminate the cattle menace, which include not only cows and buffaloes but also other animals like pigs, monkeys, dogs, blue-bulls and snakes etc., from the campus premises.
4. **The Institute shall identify the requirement of personnel and equipment & Vehicle, to be deployed for the security of the campus, in consultation with the Security Agency. However, the tentative requirements, based on past experience, are shown in the given Schedule Annexure 'Y'. The Institute reserves the right to increase or decrease the quantities specified in the given Schedule.**
5. In addition to the number of personnel listed in the given Schedule, the Security Agency shall undertake to engage / employ and provide additional number of well trained guards as and when required by the Institute, on reasonable notice, as per the accepted rate given in the Price Schedule.
6. The Security Agency shall be bound to perform the assigned jobs whether the same are included in the schedule of services or not. The charges for the extra services if not mentioned in the Price Schedule, shall be settled mutually.
7. **The Vehicles provided by the Security Agency shall compulsorily be in reasonably good condition/preferably brand new, so as to ensure efficient service. The Security Agency has to ensure that the four wheel drive vehicle/jeep deployed for patrolling duty must cover minimum 20km/day within the Institute campus and in the event of any shortfall in the mandatory mileage, the Institute shall deduct an amount @ Rs. 5.00 per km from the bill. However, for the mileage covered over and above 20 kilometers, the Institute shall pay @ Rs. 5.00 per km. The patrolling vehicle being out of order for more than one day will attract penalty points.** For running the vehicle 20 Km/day no POL/other charges will be paid.
8. The Security Agency shall maintain proper liaison and contact with the local police / civil administration etc. for smooth and peaceful day-to-day working of the Institute. The security agency shall be fully responsible for taking follow up action and for pursuing the First Information Reports (FIRs) lodged by the residents of the campus or by the Institute with the police department.

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9. The Security Agency shall ensure that the transport and communication equipments, as mentioned in the given Schedule, are maintained in perfect working order round the clock. In case of any major fault requiring more than three day's time to make them operational, the Security Agency will provide replacements for them free of charge.
10. The Security Agency shall maintain a Complaint Book at the main entrance gate which will be made available to the supervisory staff of the Institute Security and the residents / employees of the campus.
11. **In a manner satisfactory to the Institute, the Security Agency shall provide necessary expertise and trained manpower to attend to the various needs of security services at the Institute buildings, hostels, residences and the campus in general.**
12. The Security agency shall ensure protection of all properties and personnel of the Institute, whether on its campus or in transit, against trespass and willful harm, by deploying fail-safe preventive measures, providing early warnings and mobilizing trouble -shooting efforts.
13. **The Security Agency shall supply trained manpower for the security duties in the campus. It shall also undertake at its expense and to the satisfaction of the Institute, a continual updating of skills and procedures followed by the Security staff. For this purpose the agency shall organize suitable training camps for its cadres from time to time, at its own cost.**
14. The Security Agency shall provide resources to assist the principal employer (i.e. the Institute) in conducting Security Audits, Surveys, and Investigations etc. It must also be able to render professional advice on matters relating to security, intelligence and surveillance etc. free of charge.

Read and Accepted.

(Signature & Stamp of Tenderer)



## **EMPLOYABILITY OF SECURITY PERSONNEL**

15. (i) **Out of total Guard/Supervisor to be deployed at the Institute under the agreement, at least 75% Staff (under each individual category) should be from Ex-Military/ Paramilitary/ Police Force and 25% trained Civilians. In no case the ratio will be altered without the consent of the Institute. Otherwise a penalty @Rs.200/- per security personnel per day will be imposed. The Institute will have liberty to change this ratio, should the Institute consider this change necessary for better security. In addition, the Institute will have liberty to increase/ decrease the total number of Guards by giving at least one week"s notice to the Company/Agency/Contractor.**
- 15.(ii) **The security agency preferably should not redeploy existing security personnel as NITJ security rather they should deploy a completely new set of security personnel. In case of emergency a maximum of 10% redeployment from the existing security may be allowed in accordance with other terms and conditions.**
16. The Institute has a right to engage any other security service whenever it felt its requirement.
17. The Security Agency shall have proper standards and procedures for recruitment of guards and supervisors.
18. **The age, education, qualification, and experience should be as per Annexure 'Y'. Violation of this condition shall be treated as breach of important contractual condition and shall attract penalty points.**
19. The Security Agency shall ensure that before deputing the security staff, they have verified the antecedents of all their staff and shall provide to the Institute a complete dozier of particulars of each security personnel proposed to be deployed along-with the records of police verification, in original. Non-compliance with this provision will be deemed to be violation of the contract and shall render the security agency for penal action against it.

## **DRESS, DEPARTMENT AND DISCIPLINE OF SECURITY PERSONNEL**

20. The Security Agency shall have a properly designed uniform. The Institute reserves the right to suggest modification in the uniform as it may deem fit, for the proper appearance and turnout of the guards.

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21. The Security guards must be smart and properly turned out with boots /shoes, belt, caps, badge, whistle etc., and carry an identity card incorporating therein the particulars as directed by the Institute from time to time and must be duly attested by the Executive of Security Agency and countersigned by the Security officer of the Institute. A photocopy of these cards along with computer data shall be given to the Institute for record, verification etc.
22. The Security Agency shall provide proper uniform (shoes, caps, canes / **stick etc.) entirely at its own cost and expense to every personnel deployed by them in the Institute Campus and in no case, any deduction or charge** from the personnel employed, shall be effected. If any instance otherwise defying this provision, comes to the knowledge or notice of the Institute, the security agency shall be liable for adequate penal action including imposition of penal points in this regard.
23. Security Agency shall supply standard uniforms with name-plates/name-tags to the persons engaged on duty. The Institute shall not allow any employee of the Security Agency to work inside the Institute without the uniform. If the uniforms are worn out during the period of contract, it shall be the responsibility of the Security Agency to supply another uniform free of cost to the persons and it will ensure that the persons wear only proper uniform while they are on duty in the Institute. The Security Agency shall get the identity card of each employee attested from the Security Officer of the Institute. The Institute shall not provide any kind of weapons, batons, torch etc. nor incur any expenses in this regard. It would entirely be the responsibility of the Security Agency to supply such minor equipments necessary for discharge of duty.
24. The personnel deployed by the Security Agency in the Institute shall immediately be removed from his duties at the Institute if the Institute on administrative grounds considers such removal necessary. The Security Agency shall also immediately remove any personnel who is found not to be discharging his duties properly or is of doubtful character and after due approval of the Security Officer of the Institute, shall replace him with adequate substitute personnel either on its own motion or on Institute's demand. In case of removal of such personnel and the Institute shall be absolutely immune from any claim, whatsoever, in this regard.

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



25. If the Institute incurs any expenses or any liability is put on them in connection with the deployment of the employee of Security Agency, the same shall be adjusted from the bills of Security Agency.
26. The Security staff employed by the Security Agency shall under no circumstances join any union of the Institute nor shall they make any claim for service or other matters. They shall also not form any union associated with the Institute and shall have absolutely no claim to subscribe or for election in any of the unions of the Institute.
27. The Security Agency shall be responsible for the good conduct and behavior of its employees. If any employee of the Security Agency is found misbehaving with the Institute Security Staff, employees, faculty, students or residents of the Institute, the Security Agency shall immediately at their own risk and responsibility, remove/withdraw such employee from the campus of the Institute. The Security Agency and its personnel shall be bound to comply with the instructions, if any given by the In-charge, Security Office of the Institute. The security agency shall accordingly issue necessary instructions to its personnel in this regard.
28. None of the employees of the Security Agency shall enter into any kind of private work within or outside the campus of the Institute. Non-compliance of this provision shall be deemed to be violation of the contract, inviting penal action.
29. **The employees of the Security Agency shall be of good character and of sound health and shall not be less than 25 years of age. The upper age limit shall be 55 years and no more in case of Security Guards while in case of Supervisors, It shall not exceed 58 years. The minimum height of the Security staff should be at least 5'-7" except in case of hill tribes. Anyone found below the minimum standards, shall be removed immediately from the institute and the agency shall be liable for penalty points. For detail may see Annexure 'Y'**

Read and Accepted.

(Signature & Stamp of Tenderer)



- 30. The Security Agency personnel deployed at NIT Jalandhar will stay in the barrack type accommodation provided inside the campus and no where outside or other than the accommodation provided by the Institute. Breach of this clause will attract penalty points. The rent, electricity charges and other terms & conditions will be decided by the institute.**

#### **DEPLOYMENT AND SUPERVISION**

31. Employee of the Security Agency shall not work for more than 26/27 days in a month or as per rules.
32. The Security services shall have to be rendered in three Shifts, each shift being of 08 (eight) hours. However no Security Guard/Supervisor shall be allowed to perform continuous duty beyond one shift. The security agency shall have the discretion to rotate the duty of security personnel from one shift to another as per the requirement.
33. The security personnel shall remain on duty for 08 (eight) working hours. The personnel shall not leave his place of duty/duty point until his reliever reports for duty. If it is found that the security personnel have deserted their place of duty/duty point by without having been properly relieved, the same will attract penalty points.
34. At no time, shall there be more than 10% of the contracted manpower on leave or absent from the Institute duty. In case of long-term absence due to sickness, leave etc., the security Agency shall ensure replacement and manning of all security posts by overtime without any additional liabilities to the Institute. In addition, no supervising field staff or the guards shall be removed from Institute duty without seeking prior consent of the Security Officer or any person authorized by the Director in this behalf. Breach of this clause will attract penalty points.

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



35. The Institute shall have the right to check up, from time to time, the turn-out and uniforms worn by the security personnel as well as their fitness to perform guard duty up to the satisfaction of the Institute. The Institute shall also have the right to check and supervise the Security personnel on duty through an Institute level Security Advisory & Executive Committee (SAEC) or any other representative appointed by the Director for the purpose. The decisions of the SAEC shall be binding on the Security Agency.
36. The Security Agency shall have a regular system of training the Guards before deploying them on duty. The Security Agency shall have proper training facility and profession syllabi for the training.
37. The Security Agency shall have a proper system of checking the guards on duty especially during night. Records of the same shall be effectively maintained and shortcomings, if any, shall be immediately rectified.
38. The Security Agency shall at their own expense, and to the satisfaction of the Institute, undertake, a continual updating of the skill, processes and procedures followed by the Security staff employed in the security of the Institute, by organizing suitable training programs for them on routine basis. This training program may be included in their duty, like two hours in a week or so. It may include various aspects of security of a vital installation, expected major threats, and the measures to curtail such threats, use of security equipments, and use of fire arms to armed guards etc.

#### **NATURE OF AGREEMENT**

39. This Agreement is for providing the aforementioned services and is not an Agreement for supply of contract labour. It is clearly understood by the Security Agency that the person(s) employed by the Security Agency for providing services as mentioned herein, shall exclusively be the employees of the Security Agency and not of the Institute. Security Agency is liable to make payments to its said employees towards their monthly wages/salaries and other statutory dues like EPF, ESI, minimum wages, bonus, gratuity etc.

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



40. The Institute shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Security Agency's employees/agents or to the said employees/agents directly and/or indirectly, in any manner, whatsoever.
41. The employees/personnel of the Security Agency rendering the services under this Agreement, shall never be deemed to be the employees of the Institute in any manner, whatsoever nor shall they be entitled against the Institute to claim for employment, salary/wages, damages, compensation or anything arising from their deployment by the Security Agency at the Institute.
42. The Security Agency shall not appoint any sub-agency to carry out any obligations under the contract.

#### **DURATION OF THE CONTRACT**

43. **Total duration of the contract shall be 3 (three) years (initially for one year extendable to another year), subject to quarterly appraisal and review by the Security Advisory & Executive Committee (SAEC) of the Institute.**

#### **TERMINATION OF THE CONTRACT**

44. Either Party can terminate this agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the Institute shall be at liberty to give only 24 hours' notice for termination of this Agreement to the Security Agency in case there is a major default in compliance of the terms and conditions of this Agreement or the Security Agency has failed to comply with its statutory obligations. Further, if the contract agreement is terminated by the contractor, the contractor shall be bound to continue providing the services under the terms and conditions of this agreement till an alternate arrangement is made and intimation to that effect is given to it in writing by the Institute.

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



45. If the Security Agency commits breach of any covenant or any clause of this agreement, the Institute may send a written notice to the Security Agency to rectify such breach within the given time limit. In the event, the Security Agency fails to rectify such breach within the stipulated time, the agreement shall forthcoming stand terminated and the Security Agency shall be liable to the Institute for losses or damages on account of such breach. The contract shall also be liable for termination on ground(s) provided elsewhere in the terms and conditions of this agreement.
46. The Institute shall have the right to immediately terminate this Agreement. If the Security Agency becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.
47. The agreement shall be liable for termination in terms of the stipulation provided elsewhere in other clauses of this document.

#### **INDEMNIFICATION**

48. **The Security Agency shall be responsible for all injuries and accidents to persons employed by them and to fulfill all obligations laid down in the Employees Compensation Act, 1923. The Institute shall be wholly immune and indemnified against any claims, whatsoever, filed in this behalf. However, the Health Center facilities shall be available to the personnel only in respect of the injuries sustained by them in execution of the duties, which shall be restricted to the extent of primary health services only, without any further encumbrances, monetary or otherwise. The Institute shall stand indemnified in respect of the treatment provided under such exigencies and claims, if any.**
49. In the event of any loss being caused to the Institute on account of the negligence of the employee of the Security Agency, the agency shall make good the loss sustained by the Institute, either by replacement or on payment of adequate compensation on actual basis.
50. **Security Deposit/Performance Bank Guarantee: The successful tenderer will have to deposit a performance security deposit or Bank –Guarantee on any Nationalized Bank to the tune of Rs. 5,00,000/- (Rupees Five Lakhs) at the time of signing agreement.**

Read and Accepted.

(Signature & Stamp of Tenderer)



**The security Deposit/Bank Guarantee of successful tenderer will be retained for the period of contract in force and will be returned after expiry of the contract period, after deducting the outstanding liability, if any. In case of breach of any terms and conditions stipulated in the contract, the security Deposit of the Company will be liable to be forfeited by the NIT Jalandhar, besides annulment of the contract.**

**The Security Deposit/Bank Guarantee shall not carry any interest.**

### **STATUTORY COMPLIANCES**

51. The Security Agency shall comply with all statutory requirements existing as well as those promulgated from time to time, provided under various Acts/ Enactments/ Statutes including the Labour Laws and Misc. other Laws, whichever is/are applicable to the organization of Security Agency and shall be held responsible, accountable, answerable, explainable, as the case may be, for the lapses committed by them in this regard. Further, the Security Agency shall not involve the Institute in any manner, whatsoever, in any dispute with regard to the compliance of the statutory provisions and in case of violation of any law; the Security Agency shall be solely responsible. In case, for violation of any law, including the labour laws etc., any liability is put upon the Institute, the Institute shall stand absolutely indemnified by the security agency in such matters. Any liability in financial terms which is caused for any reason as above or any loss or damage to the property of the Institute, the cost of the same shall be recovered/adjusted by the Institute either from the security agency or from its monthly bills or security deposit, by way of deduction or in any other manner, as the Institute may deem appropriate. In case, any liability is adjusted from the security deposit of the security agency, such short-fall in the security deposit shall be made good by the security agency within 15 days of the matter.
52. The Security Agency shall invariably have its registration under the Employee Provident Fund and Misc. Provisions Act, 1952 and Employees State Insurance Act, 1948 from Jalandhar offices of the respective departments and from nowhere else. In case, the security agency does not have its registration at Jalandhar under the EPF & MP Act and ESI Act at the time of bidding, the agency shall ensure obtaining the same from Jalandhar offices of the respective departments within one month of the award of the contract.

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



53. The Security Agency shall be bound to deposit the EPF and ESI contributions only against the code numbers obtained from Jalandhar offices of the concerned departments through separate challans which must be exclusively in respect of their workman employed at NIT Jalandhar under respective Acts. In no case, the challan shall include any other employee who is not deployed at the Institute. Further, the security agency shall be entitled for payment of the contributions made under the EPF and ESI heads with the concerned departments towards employers share via reimbursement from the Institute only against the submission of original copy of the challans and through no other mode.
54. The Security Agency shall supply a certified copy of their registration under the Punjab. Shop & Establishment Act, the Provident Fund Act, ESI Act, other Labor Laws besides Income Tax/Service Tax etc. to the Institute within three months from commencement of this agreement.
55. The Security Agency shall within a reasonable time, apply to the Regional Labour Commissioner (Central) for obtaining a license under the Contract Labour (Regulation and Abolition) Act, 1970 and will submit a copy of the license to the Security Officer of the Institute.
56. The Security Agency shall have to accept absolute responsibility to uphold all obligations of labour, tax, welfare and other ones in respect of its employees in consonance with the laws of the land, against all claims, damages or losses of every nature or kind, whatsoever, ensuring no liability or involvement of the Institute.
57. The Security Agency shall abide by all laws of the land including, Contract Labour (Regulation & Abolition) Act 1970, Employees' Provident Fund & Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948, Minimum Wages Act, 1948 etc., apart from the liabilities of tax deduction, welfare measures for its employees and all other obligations that enjoin in such cases and which are not essentially enumerated and defined herein, though any such onus shall exclusively be on the Security Agency, and the Institute shall remain immune/indemnified from any liability, whatsoever, in such matter. However, if at any time, due to lapse on the part of the part of the security agency, any liability financial or otherwise, is thrust upon the Institute, the security agency shall be liable to make good the loss to the Institute in the manner, the Institute deems appropriate.

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



## LIABILITIES AND REMEDIES

58. **The responsibility for taking appropriate security measures shall entirely be that of the Security Agency. The Institute will be entitled for compensation against the Security Agency, in case a proper inquiry establishes that the theft or loss or damage has been caused due to the negligence of the Security Agency or any of its employees. The said compensation shall be in addition to the findings and recommendations that the joint enquiry may propose.**
59. The maximum amount of compensation payable by the Security Agency will be limited to the inspection and supervision charges payable to the Security Agency for the month in which the loss or damage occurs. However, after enquiry, if it is found that such theft or loss or damage has been caused by acts of commission and omission of the personnel of the Security Agency or if the personnel of the Security Agency has either taken active part in such acts or has aided and abetted in the acts of such commission and omission, the Institute or its employees to whom loss is caused, shall be indemnified/compensated by the Security Agency on actual basis.
60. All the assets and articles provided by the Institute shall be the property of the Institute and the Security Agency shall merely be the custodian of such assets and articles. On termination of the security contract either by efflux of time or any time earlier than the stipulated period, as the Institute may decide at its sole discretion, such property shall be handed over to the Institute forthwith.
61. Electricity consumed by the security personnel in the barrack as well as residential accommodation provided to them shall be charged through a separate meter at the prevailing rates and recovered from the monthly bills of the Security Agency. However, electricity for office of the security agency shall be provided free of charge.
62. Any payment, required to be made by the Security Agency to its personnel, in compliance of any of the laws of the land, shall be the sole responsibility of the Security Agency. This would include specific responsibility with regard to the provision of the Minimum Wages Act and/or any other law, which may be applicable at the time. The Institute will in no case, be responsible for any default, in this regard.

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



**Dr B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY**

**G T Road By Pass, Jalandhar-144011, Punjab (India)**

EPABX-0181-2690301-453 Fax: 2690320, 2690932 Email registrar@nitj.ac.in

Even if any liability because of the provisions of any particular Law becomes that of the Institute, it is clearly agreed that the same shall be deemed to be that of the Security Agency and shall accordingly, be discharged by it.

63. The Institute's liability towards the personnel of the security agency shall be limited to the extent of the contract price accepted by the Institute.
64. In case of any dereliction of duty, gross neglect, an unintended or intended damage caused by the Security Agency or its staff or otherwise, any harm is caused to the Institute, its properties, its designated officials, other employees or residents of the campus, the Security Agency shall be liable to make good the loss or pay the compensation, refund the expenditure on legal/judicial proceedings as well as pay the penalty, as the Director may impose upon it.

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



## **SUBMISSION AND VERIFICATION OF BILLS**

65. **Agency shall ensure that the monthly salary to the security persons so engaged are paid by 7<sup>th</sup> of every month, in the respective bank account of the security personnel so engaged, failing which penalty will be imposed Rs. 1000/- per day on account of delaying the wages and it will be deducted from the service charges from the particular month of payment. If 7<sup>th</sup> day of the month happens to be holiday , then the following day will be considered as Wages Payment day. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each person during the month .The payment will be released to Security Agency by the 14<sup>th</sup> of every month subject to complete documents required for release of payment.**
66. The Security Agency shall submit a certificate along with the monthly bills certifying that the personnel employed by them in the campus of the Institute have been paid the wages, as per act & rules in force from time to time, in accordance with the provisions of the Minimum Wages Act and that all other statutory requirements in this regard have been complied with.
67. Violation of any provisions of Minimum Wages Act, 1948 shall render the contract liable for termination. The Institute shall also proceed against the defaulting agency as per provisions of the relevant laws.

## **CONFIDENTIALITY**

68. It is understood between the parties hereto that during the course of business relationship, the Security Agency may have access to confidential information of the Institute and it undertakes that it shall not, without the Institute's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information in any regard, whatsoever. This clause shall survive the period of 5 years from the date of expiry of this Agreement or earlier termination thereof.

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



### **ENTIRE AGREEMENT**

69. This Agreement represents the entire agreement between the parties and supersedes all previous or other writing and understandings, oral or written, and any modifications to this Agreement, if required, shall only be made in writing.

### **AMENDMENT/MODIFICATION**

70. The parties can mutually amend this Agreement at any time. However, such amendment shall be effective only when it is reduced to writing and is signed by the authorized representatives of both parties hereto.

### **SEVERABILITY**

71. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, then that provision of the Agreement will be enforced to the maximum extent permissible so that it effect the intent of the parties, and the remainder of this Agreement shall continue to be in full force and effect.

### **CAPTION**

72. The various Captions used in this Agreement are for the organizational purposes only and may not be used to interpret the provisions hereof. In case any conflicts between the Captions and the Text, the interpretation of the Text as clarified by the Director, shall prevail.

### **WAIVER**

73. At no time, any indulgence or concession granted by the Institute shall alter or invalidate this agreement nor constitute the waiver of any of the provisions hereof after such time, such indulgence or concession shall have been granted. Further, the failure of the Institute to enforce at any time, any of the provisions of this agreement or to exercise any option which is provided herein for requiring at any time, the performance by the Security Agency of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this agreement nor in any way affect the validity of this agreement or any part thereon or the right of the Institute to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



## **GOVERNING LAW AND JURISDICTION**

74. All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Jalandhar.

## **ARBITRATION**

75. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement on any matter whatsoever, before/ after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute.
76. If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns / withdraws for any reason from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it, if both the parties consent to this effect, failing which the Arbitrator shall be entitled to precede de-novo.
77. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to the Arbitrator at the time of invocation of arbitration under this clause. It is also the term of the contract that the cost of arbitration shall be borne by the parties themselves.
78. The venue of arbitration shall invariably be at Jalandhar .

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



79. Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof or rules made there under and for the time being in force, shall apply to the arbitration proceedings under this clause.

**FORCE MAJEURE:**

80. If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, is affected prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events) and notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall due to reason of such event, be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in Performance. The operation of contract shall be resumed as soon as practicable, after such event may come to an end or cease to exist and the decision of the Institute as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at his option terminate the contract.
81. Provided, also that if the contract is terminated under this clause, the Institute shall be at liberty to take over from the Security Agency, the security personnel, vehicles & equipments deployed in the campus until a new security agency is appointed and it commences the operation.



**Financial Bid**

1. The institute will pay the wages to the security guards on minimum wages basis as per centre/ state Minimum wages Act. However, the wages of the supervisor post will be determined by the Institute on the mutual understanding with security agencies as per the qualification & experience.
2. The tenderer will charge only Administrative/ Service charges on the Monthly basic / minimum wage ( In figure, words & in Percent ) of the employees to be provided

Administration charges/ Service charges (In words)\_\_\_\_\_ %  
Administration charges/ Service charges in figure  
\_\_\_\_\_ %

- From the above mentioned administrative/ Service charges, the tenderer shall be solely liable to pay/ discharge the responsibilities as per the requirement of the various Acts /Rules, like EPF/ESI etc. as amended from time to time, during the currency of contract. Contribution towards ESI/EPF shall be reimbursed by the Institute.

- The above Administrative /Service charges shall be exclusive of Service tax as applicable from time to time which will be paid by institute if applicable.

- Income Tax deduction at source (TDS) in accordance with the rules as applicable from time to time.

- Leave Reserve in the ratio of 1:6 for weekly rest and other holidays will be provided within the sanctioned strength and no extra charges shall be claimed in this regard

**2. The Company /Agency/ Contractor will submit wage bill as per detail/table given below:-**

- a) Name of the company/Contractor
- b) Annual contract for the Security services
- c) Authority No. &Date
- d) Date of commencement of the contract
- e) Wage Bill for the month\_\_\_\_\_
- f) Bill No.\_\_\_\_\_&Date\_\_\_\_\_



Sl. No.	Name of worker	Empl. Code No.	EPF No.	ESI No.	@Basic/ Minimum Wages	Days	Wages	Employee's		Carry Home Salary	Employer's Share		
								EPF 13.61%	ESI 1.75%		EPF 13.61 %	EDLI 1.61%	ESI 4.75%
1	2	3	4	5	6	7	8	9	10	11	12	13	14

The contractor will keep the following instructions in view while submitting the monthly wage Bill:-

- i) Separate details about the sanction of each post and deployment in the respective month.
- ii) Attendance Register, a muster roll duly signed by the contractor and verified by the authorized officer (s) of this Institution.
- iii) Deduction Schedule showing the individual details of deductions of EPF/ESI to be tallied with the wage bill.
- iv) Acquaintance Rolls along with proposed cheque to be issued to the individual staff member be submitted for verification by the Internal Audit Cell of this Institution for the release of payment which shall be returned to the contractor for disbursement of wages along with the payment of total bill by this Institution.
- v) The contractor will certify on the bill that the monthly wage bill of his all categories of contractual employees deployed by him in this Institution is complete and no person has been left and no supplementary bill will be submitted there after.
- vi) No person (s) has/have been engaged on contract basis in this Institution without the prior approval of the competent authority.
- vii) A spare/ attested copy of bank scroll /bank challans as a proof of deposit of EPF/ESI etc. payment to the concerned Department will be submitted to this Institution along with the bill for wages for the next month.
- viii) Certificate to the effect along with bank receipt release of payment of wages of the security personnel for the particular month.
- ix) An attested copy of monthly wage bill with details of salary and deductions of each employee as in the table above is to be submitted to this Institution for record keeping.

Read & accepted

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Tendered

/Authorised Address: \_\_\_\_\_



**FINANCIAL INFORMATION**

- I. Financial Analysis- Details duly supported by figures from Balance Sheet /Profit and Loss Account for 3 (three) years and certified by the Chartered Accountant and submitted by the bidder to the Income Tax Department (copies to be attached).

Sl. No.	Details	Financial Years		
		2013-14	2014-15	2015-16
i)	Gross annual turnover in Security & Intelligence services			
ii)	Profit /Loss			
iii)	Financial Position: a) Cash b) Current assets c) Current liabilities d) Working capital (b-c) e) Current Ratio: E) Current Assets/ Current Liabilities (b/c) f) Acid Test Ratio Quick Assets/ Current Liabilities (a/c)			

- II. Up-to-date Income Tax Clearance Certificate  
III. Certificate of Financial Soundness from Bankers of Applicant.  
IV. Financial arrangements for carrying out the proposed works.

*Note: Attach additional sheets, if necessary*

*Signature of the applicant)*







**FORM- 'D'**

**PERFORMANCE REPORT OF CONTRACTS REFERRED**

**IN FORMS 'B' & 'C'**

(Furnish this information for each individual contracts from the employer for whom the contract was executed)

1. Name of contract  
& Location
2. Agreement No.
3. Annual Value of contract
4. Date of start
5. Date of completion
6. Performance report
  - i) Quality of service : Excellent/ Very good/ Good/ Fair
  - ii) Resourcefulness : Excellent/ Very good/ good/ Fair
7. Any penalty imposed for bad performance :
8. Any litigation pending :

*(Signature)*

Senior Level Officer of the Client

(Seal of the organization)

Date:



**FORM- 'E'**

**DETAILS ABOUT THE ORGANISATION OF THE COMPANY**

1.	Name and address of applicant	
2.	Telephone No. / Fax No. /  email address	
3.	Legal status (Attach copies of original document defining the legal status). a) An individual b) A proprietary Firm c) A Firm in partnership d) A limited company or corporation.	
4.	Particular of registration with registrar of companies ESI, EPF, Sale Tax etc. (Attach attested photocopies)  a) Registration Number b) Organisation/ Place of	
5.	Name and title of Directors and officers with designation who will be directly concerned with this work.	
6.	Have you or your constituent partner(s) been debarred / black listed from tendering in any organization at any time? If so, give details.	
7.	Any other information considered necessary but not included above.	

*(Signature of the applicant)*







**FORM- 'H'**

**LETTER OF TRANSMITTAL**

From: To: The Director  
M/s----- National Institute of Technology  
Jalandhar  
(Tenderer)-----

**SUB:** "Providing round the clock contractual security for the campus of National Institute of Technology ,Jalandhar.

- 1) Having carefully examined the Tender Document, we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
- 2) We enclose herewith Earnest Money Deposit for a value of Rs. 2,00,000.00 (Rupees one lakh) only, in the form of Demand Draft No.----- dated----- issued by----- , in favour of Director , NIT Jalandhar payable at Jalandhar. (Name of Bank & Branch).
- 3) We certify that we have carefully read each and every condition and the scope of work given in the Bid document and having understood the same we confirm our acceptance without any condition or deviation.

% We agree to keep the Bid valid for a period of 90 (Ninty) days from the date of opening of Bid and it shall remain binding on us and may be accepted at any time before the expiry of that period. We also understand that we shall not withdraw this Bid during this period of 90 (Ninty) days and in the event of default, The Institute shall have the right to forfeit 100 (hundred) of the Earnest Money Deposit without assigning any reason.

- 4) Should this Bid be accepted, we hereby agree to abide by and fulfill all terms and conditions of the Bid document and in default thereof, to forfeit the earnest money deposit absolutely. We understand that The Institute is not bound to accept the lowest or any other Bid received, fully or in part thereof.



- 5) Unless and until a formal contract is prepared and executed, this Tender Document together with written acceptance of tender thereof shall constitute a binding contract between The Institute and ourselves.
- 6) We certify that all the statements made and information supplied in the enclosed forms A to G and accompanying statements/documents are true and correct.
- 7) We have furnished all information and details necessary for pre-qualifications and have no further pertinent information to supply.
- 8) We submit the requisite **Solvency Certificate** and authorize the Registrar, The Institute to approach the Bank issuing the solvency certificate to confirm the correctness thereof. We also authorize the Director, NIT Jalandhar to approach individuals, employers, Firms and corporations to verify our competence and general reputation.
- 9) We hereby submit our offer in two parts as required under the Terms & Conditions of the tender document.
- 10) We submit the following certificates in support of our suitability, know-how & capability for having successfully completed the following contracts:

<i>Sl. No.</i>	<i>Name of contracts</i>	<i>Certificate from</i>
----------------	--------------------------	-------------------------

_____	_____	_____
_____	_____	_____

**No. of Enclosures** :

**Date of submission** :

***Signature of the applicant***

Witness:

(Name & Address)

**For and on behalf of**

**(Seal & signature of the company)**



**Annexure -X**

**PARAMETERS**

1. The main Security objectives of NIT Jalandhar are as under:
  - i) Complete security to the life and property of the residents and the assets of the Institute.
  - ii) Safeguard against trespass.
  - iii) Security covers to various official functions organized by the campus community.
  - iv) Control of vehicular traffic.
  - v) Maintain vigil and undertake surveillance for control of untoward incidents, specially involving the outside elements.
  - vi) Control of stray cattle and canine menace.
  - vii) Pursuance of cases registered by the community with local police.
  - viii) Assist the Institute in maintenance of day-to-day discipline and smooth running of various activities.
  - ix) Provide timely intelligence inputs to the Institute administration.
  - x) Fire fighting and trained in operating water hydrants.
  - xi) Protection of property and personnel (faculty, staff, students, official visitors and residents) of the Institute against willful harm. The Institute meaning Academic Areas, Residential Areas, Hostels, Guest Houses, RCA areas, Playgrounds, Commercial Centre etc. all within the boundary of NIT campus.
  - xii) Regulate parking of vehicles in designated areas of the Institute.
  - xiii) Provide security during official, social and religious functions inside the NIT campus.
  - xiv) Any other work incidental to the security services.



2. The Security parameters will therefore comprise of the following aspects;

- i) Theft related.
- ii) Patrolling related
- iii) Discipline
- iv) General

3. A point system will be in operation under which operational failures, depending on the type and frequency, will entail point penalties. The liability of Security Agency will not only be in terms of these points but also to the extent of the recommendations of the Joint Enquiry. Every point will entail a financial obligation of Rs. 500/- on the part of Security Agency subject to a maximum of Rs. 80,000/- or 10% of the gross payment to Security Agency in a month, whichever is less.

## **POINTS ALLOCATION**

### **1. Dacoity**

Forced armed entry with-in any campus area, resulting in looting of the place and / or injury to limb/ life or both.

**THIS WILL ENTAIL IMMEDIATE TERMINATION OF THE CONTRACT.**



## 2. Thefts

Sl. No.	Type of theft	Penalty points (units)
i	Major break in an official/residential premises and theft of goods that need some form of transportation.	100
ii	Major break in a premises and theft of goods that do not need transportation	80
iii	Lock breaking of a premises and theft of goods that need some form of transportation	70
iv	Lock breaking of a premises and theft of goods that do not need transportation	60
v	Lock opening of a premises and theft of goods that need some form of transportation	40
vi	Lock opening of premises and theft of goods that do not need transportation	30
vii	Lock breaking/ opening without any theft	20
viii	Theft of one or more bicycles on a single week	10
ix	Isolated theft of one scooter/ motorcycle	30
x	Theft of more than one scooter/ motorcycle on a single day.	80
xi	Isolated theft of a car	50
xii	Theft of more than 1 car on a single day	100



### 3. Patrolling

Sl. No.	Type of incidence due to patrolling lapse	Penalty points (units)
i	Molestation case, single person involvement.	80
ii	Molestation case where a group of miscreants is involved.	100
iii	Eve teasing case where group of miscreants is involved	50
iv	Molestation / eve teasing / chain snatching case where helps take more than 7 minutes to arrive after reporting.	100
v	Rowdiness / rioting on the campus	40
vi	Patrolling vehicle out of order for more than 01day	50
vii	Patrolling more than two bicycles out of order for more than 01 day	10
viii	Major break in of an official/residential premises and theft of goods that need some form of transportation	300
ix	Strength deployment relative to the deployment chart	25
x	Strength short fall by more than 10% on any given day	50

***If the incident recurs thrice, the contract shall be liable for outright termination.***



#### 4. Discipline

Sl. No.	Type of incidence due to patrolling lapse	Penalty points (units)
i	Rude and unpleasant behavior of security personnel with campus resident (for each incident)	30
ii	Non-compliance with instructions /orders.	100
iii	Failure in drill test / random call	50
iv	Recruiting/deploying personnel not as per required qualification, height, age, & experience	10 Per personnel
v	Breach/violation of contractual conditions (for each act of commission/omission) not covered in any of the above Columns	50
vi	Patrolling more than two bicycles out of order for more than 01 day	as per the decision of the SEAC depending on the level of breach



## 5. General Nature

Sl. No.	Type of incidence due to patrolling lapse	Penalty points (units)
<i>i</i>	Lack of cattle control in the air strip area	50
<i>ii</i>	Lack of cattle, dogs & monkeys menace control in residential area	50
<i>iii</i>	Lack of cattle & monkeys menace control in campus thorough fares	50
<i>iv</i>	Presence of unwanted elements on the campus	10
<i>V</i>	Rash driving on campus	30
<i>Vi</i>	Failure in parking vehicles on each incident after one warning.	10
<i>Vii</i>	Entry of unauthorized vehicle on the campus	40
<i>Viii</i>	Charging any amounts from employees against supply of uniforms	100

## 6. Compounding:

Repeated complaint of the identical nature (more than 4 times in any given month) will entail a multiplication factor of 4 on the points.

## 7. Reward:

The guards, who are found to be fit for being rewarded, should be rewarded individually, as per the decision of the Security Advisory & Executive Committee (SAEC) of the Institute.



## 8. GENERAL MECHANISM:

### (A) PENALTY POINTS

The Security Agency shall earn penalty points on different counts as enumerated in this agreement and as per details of **Annexure X**. An accumulation of 1000 points imposed on the Security Agency, shall render the security agency for penalty in the manner as is deemed appropriate by the Institute, including the termination of the contract.

Penalty / reward bonus points will be finalized by Security Advisory & Executive Committee (SAEC) once in a month during client co-ordination meeting to be held in the first week of every month. Adjustments will be made at the end of each quarter by first adjusting reward points against penalty points. The net point balance of the penalty will be charged at the rate of Rs. 500/- per point, subject to a maximum of 10% payment in that quarter and will be deducted from the bill due next month. The reward point surplus, if any will be carried forward to the next quarter. No cash reward will be due and payable to Security Agency.

### (B) JOINT ENQUIRY

The Institute will be entitled for compensation against the Security Agency, in case a proper joint inquiry establishes that the theft or loss or damage has been caused due to negligence of the Security Agency or any of its employees. The said compensation shall be in addition to the findings and recommendations that the joint enquiry may propose. The joint enquiry committee shall be constituted by NIT Jalandhar which will be inclusive of one person from the security agency deployed at NIT Jalandhar.



**Annexure-Y**

SL.NO.	CATEGORY OF CONTRACTUAL STAFF TO BE PROVIDED	QUALIFICATION AND EXPERIENCE	JOB REQUIREMENT
1	SECURITY SUPERVISOR EXSERVICEMAN	JCO Rank in Indian Army ,Age not more than <b>58 years</b> , Height 5`7”(approx.) and Physically fit or a Graduate with at least 5 years of supervisory experience in a company of repute. Further age relaxation may also be considered if a person is found fit. The fitness will be judged by competent committee formed by the Director.	Supervision Job
2.	Security Guard Ex-Serviceman	Matriculate and above .Retired from Army Services, Age not more than <b>55 years</b> , Height 5`7” (approx.)and Physically fit	Security jobs: gate operations, patrolling, post duty
3	Security Guard Civilians	Matriculate with at least 3 years of experience as Security Guard. Age not more than <b>45 years</b> , Height 5`7”(approx.) and Physically fit	Security jobs :gate operations patrolling; post duty
Total number of <b>Supervisors: 3+1 (Rest reliever)</b> Security Guards: <b>60 (Approximately)</b> . The number may vary.			
Reliever: As per terms mentioned above/As per norm			



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**List of Equipment/Items for Security Guards provided by Security Agency**

<b>Detail of Uniform</b>	<b>Auth'd Scale</b>
Shirts	02
Trouser	02
Turban	01
Cap	01
Belt Web	01
Shoes	01
Lane Yard	01
Title Shoulder	01
Whistle(Normal)	01
Lathi/ Can	01/1
Jersey	01
Torch	01
Jackets for Winter Season	01 each
Raincoat	01 each
<b>Communication Set</b>	<b>-01 with Ten numbers walkie talkie</b>
Transport/Jeep	01
Cycle	06(Total)
Search light	01



Annexure – ‘Z’

**DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.**

Self Attested

I / We \_\_\_\_\_ (Tenderer) hereby declare that the firm / agency namely M/s. \_\_\_\_\_ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

Or

I / We \_\_\_\_\_ (Tenderer) hereby declare that the Firm / agency \_\_\_\_\_ namely M/s. \_\_\_\_\_ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of \_\_\_\_\_ years w.e.f. \_\_\_\_\_ to \_\_\_\_\_. The period is over on \_\_\_\_\_ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I / we are fully aware that the tender/ contract will be rejected / cancelled by Director, NIT Jalandhar, and EMD / SD shall be forfeited.

DEPONENT

**Attested:**

Name \_\_\_\_\_

Signature & Stamped \_\_\_\_\_

Address \_\_\_\_\_