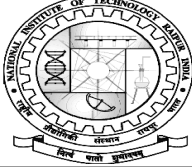


# NOTICE INVITING TENDERS FOR SECURITY SERVICES

## TENDER FORM

<b>Last date for submission of Quotation</b>	<b>: 05/05/2014 up to 15:00 hrs.</b>
<b>Date of Opening of Quotation</b>	<b>: 05/05/2014 at 15:30 hrs.</b>
<b>Venue</b>	<b>: NIT RAIPUR, G.E.ROAD, RAIPUR (C.G.)</b>
<b>Cost of the Tender Form</b>	<b>: Rs. 1,000/-</b>
<b>EMD</b>	<b>: Rs. 8, 07,650/-</b>



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NATIONAL INSTITUTE OF TECHNOLOGY RAIPUR  
(An Institute of National Importance)  
G.E. Road, Raipur – 492010 (CG)

Phone: (0771) 2252700  
Fax : (0771) 2253104  
Email: registrar@nitrr.ac.in  
Website: www.nitrr.ac.in

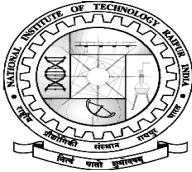
## NATIONAL INSTITUTE OF TECHNOLOGY, RAIPUR. CHHATTISGARH.

### NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES

Sealed tenders are invited under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership having capacity to provide the required number of uniformed trained manpower for the security Services of NIT,RAIPUR for a period of ONE year on contract basis/outsourcing basis. The contract will initially for a period of one year from the date of award subject to continuous satisfactory performances. However, this will be reviewed at the end of each year based on the performance and if found satisfactory it will renewed for two years more, on year to year basis at the sole discretion of the Director, NIT Raipur.

Last date for submission/receipt of tender(s) is 05/05/2014 at 15:00 Hrs. and will be opened by the Tender Committee in the presence of tenderers or their authorized representatives who wish to be present on the same Day at 15:30 Hrs. in the Office of Registrar, NIT, Raipur. In case, any holiday on the day of opening, the tenders will be opened on the next working day at the same time but the tender box will be sealed on same day and time, as scheduled above. The tenders received after the above said scheduled date and time will not be considered. No tender by FAX will be entertained.

**-Sd-**  
**Registrar**  
**NIT, Raipur.**



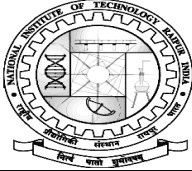
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Phone: (0771) 2252700  
 Fax : (0771) 2253104  
 Email: registrar@nitrr.ac.in  
 Website: www.nitrr.ac.in

**Subject: - TENDER FOR PROVIDING SECURITY SERVICES AT NIT RAIPUR.**

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## TENDERE NOTICE

**Tender Notice No. NITRR/2014/Security/128**

**Date-10/04/2014**

### **Subject: - TENDER FOR PROVIDING SECURITY SERVICES AT NIT RAIPUR.**

NIT Raipur invites sealed quotations from registered and authorized security agencies for hiring the security services (Security Guards/Security Supervisors) for its Academic building, Residential Campus Halls of Residence area on bidding method (EMD, Technical Bid and Financial Bid) duly filled in as per the instructions of the Tender Document addressed to the Registrar, NIT, Raipur-492010(CG).

Tender Reference. NITRR/2014/Security/128

Date- 10/04/2014.

**Cost of tender document: Rs.1,000/-**

**EMD: Rs.807650.00/-**

**Last Date and Time for receipt of tender offers**

Date.05/05/2014, at 3.00 p.m.

**Time and Date of opening of Technical bid**

Date. 05/05/2014, at 3.30 p.m.

**Note-**All the Bidders willing to participate in this open tender are advised to keep the constant watch for if any corrigendum notice till the last process..

Address for Communication: The Registrar, National Institute of Technology, Raipur  
 Raipur-492010(CG).

### **TENDER FOR PROVIDING SECURITY SERVICES AT NIT RAIPUR.**

**Tender Notice No. NITRR/2014/Security/128**

**Date- 10/04/2014**

From: M/s-----

To

Contact No: -----

The Registrar

National Institute of Technology, Raipur  
 G.E. Road, Raipur- 492010(CG).

The price bid of technically qualified firms will be opened in the presence of bidders and their authorized representatives who wish to be present.

SECTION-1

TECHNICAL PROPOSAL SUBMISSION  
FORM

**TECHNICAL PROPOSAL SUBMISSION FORM****Date:****LETTER OF BID**

To  
The Registrar,  
NIT, Raipur-492010(CG).

Ref: Invitation for TENDER NO. NITRR/2014/Security/128      Date- 10/04/2014.

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with the Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing security services to NIT Raipur.
3. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline .In accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before expiry of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure /lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory with company seal (Authorized person shall attach a copy of Authorization for signing on behalf of Bidding Company).

Full Name and Designation

(To be printed on Bidders letterhead)

# SECTION-2

## INSTRUCTIONS TO THE BIDDERS

## INSTRUCTIONS TO BIDDERS

### 1. GENERAL INSTRUCTIONS

NIT Raipur, hereinafter referred to as the Institute shall be hiring security services i.e. the services of the Security Supervisors/Security Guards/for its office/academic buildings/Hostel and residential area under Tender No. NITRR/2014/Security/128 Date- 10/04/2014.

The detail requirement is mentioned below:

S.No.	Security Guard/Supervisor/Gunman	Location	Numbers
01	Security Guards-Male	i) For Academic Area ii). For Hostels Area. iii).For Residential Area. v). For Campus.	100 *may be changed upward or downward at any time before selection or during the contract period.
03	Gunman	For 04 Ladies Hostel, For campus Gates and other important locations in the campus.	20 *may be changed upward or downward at any time before selection or during the contract period.
04	Supervisor	For all the Shift.	06 *may be changed upward or downward at any time before selection or during the contract period.

1.1 The sealed bidding documents should be submitted in the office of Registrar or dropped in the tender box.

1.2 The tender documents may be downloaded from our institute website [www.nitr.ac.in](http://www.nitr.ac.in)

1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully get it clarified before submission of tender.

1.4 Each page of the Tender documents must be stamped by the person or persons submitting the Tender in token of his /their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the documents not so **signed** is liable to be rejected at the discretion of the Institute.

**NO PAGE SHOULD BE REMOVED /DETACHED FROM THIS BIDDING DOCUMENT.**



- 1.5 All Bidders are hereby explicitly informed that conditional offer or offers with deviations from the conditions of contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD & Tender Fees of requisite amount/format, or any other requirements, stipulated in tender documents are **liable to be rejected**.
- 1.6 The bidder shall attach the copy of the authorization letter/power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.7 The parties to the Bid shall be the Bidders (to whom the work has been awarded) and NIT, Raipur shall be termed as the Institute who can accept/reject any bid without assigning a reason.
- 1.8 For all purposes of the contract including arbitration there under ,the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to NIT Raipur. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.9 The requirements of security personnel is tentative and may increase or decrease at the sole discretion of the competent authority (**The Director of the NIT, Raipur**) of the Institute.
- 1.10. The selected agency may absorb all the suitable existing security guards of the institute.**

## **2. MINIMUM ELIGIBILITY CRITERIA OF BIDDERS**

The following shall be the minimum eligibility criteria for selection of bidders technically.

**Essential Pre-qualification Criteria: (Relevant copies must be attached):**

**LEGALLY VALID ENTITY:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. Bidder in the form of JV/Consortium, Proprietorship, Partnership, **Director General of Resettlement sponsorship, Ministry of Defence or DGR registered and being run by Ex-serviceman** or any other legal entity may be permitted. Proof for supporting the legal validity of the Bidder shall be submitted along with the bid.

### **2.2 LEGAL STATUS:**

- 2.2.i The Bidder should be compulsorily registered with Department of Home affairs (state/central govt.) / **Director General of Resettlement, Ministry of Defence (DGR- Ministry of Defence)**

- 2.2.ii. The Bidder should be compulsorily registered with Department of Income Tax and should submit Income Tax No. (PAN Number and TIN), Service Tax Number. The agencies should submit duly acknowledged copy of Income Tax return and duly acknowledged copy of Service Tax return filed during the previous three financial years.
- 2.2.iii. The security Agencies should be registered under the Private Security agencies (Regulation) Act 2005 with a valid license to operate security service in the State of Chhattisgarh. The agencies must comply with and follow all the provision of Chhattisgarh Rajya Niji Suraksha Abhikaran (Viniyaman) Niyam-2008. **The agency should have valid Private Suraksha Abhikaran (Viniyaman) Niyam-2008 license issued by Chhattisgarh Government, Home Department for providing security service in Chhattisgarh State under the Chhattisgarh Private Security Agencies Rules,2008.**
- 2.2.iv. The agencies/Firm/Bidders should have possessed at least two various states valid security service operating PRIVATE SECURITY AGENCIES (REGULATION) ACT, 2005 license.
- 2.2.v. The agencies should be registered with other Statutory Authorities for running of the security services in the Chhattisgarh.
- 2.2.vi. The agencies should have appropriate valid license under Contract Labour (Regulation & Abolition) Act, 1970.
- 2.2.vii. The Bidder should be compulsorily registered under the labour laws and should have appropriate license/certificate from Labour Commissioner.
- 2.2.viii. The agencies should submit PF registration Certificate with EPFO.
- 2.2.ix. The agencies should submit ESIC registration Certificate.
- 2.2.x. The agency should not be blacklisted by any of Government/ state Government/PSU/University/ IIT/NIT/IIM/IISER.(Affidavit must be attached for this purpose)
- 2.2.xi. The agency should not been punished/penalized by a way of imprisonment. (Affidavit must be attached for this purpose)
- 2.2.xii. The agency should not have any legal suit/criminal case pending against its proprietor/partners or having been earlier convicted on grounds of moral turpitude or for violation of laws in force. (Affidavit must be attached for this purpose)
- 2.3. EXPERINCE:** The Bidder should have a minimum **03 years experience after registration in the field of providing security** services in big organizations of Government Departments/Autonomous, Institutions/ Educational Institute i.e. IIT, NIT,IIM,IISER,CENTRAL UNIVERSITY/PSU of Repute.

## 2.4. **TECHNICAL CAPACITY:**

2.4.i. **Technical Capacity** :-The bidder should have the experience of completion of similar works (providing security service only) in any of the Government Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India.

2.4.i.a. Three similar works completed costing not less than the amount equal to 40 % of the estimated cost of : or Rs.10768232=00/-

2.4. i.b. Two similar works completed costing not less than the amount equal to 50 % of the estimated cost of : or Rs.13460290=00/-

2.4.i.c. One similar works completed costing not less than the amount equal to 80 % of the estimated cost of : or Rs.21536464=00/-

**\*Note-Similar works means providing security service only.**

2.4.ii. **Performance Certificate of completed works:** The performance certificate for each work completed in the last five years and it should be certified by a responsible competent authority from the concerned organization.

2.4.iii. **Zonal or Regional Head Quarters (Office) or Branch Office:** The agencies should have Zonal or Regional Head Quarters or Branch Office in Raipur, Chhattisgarh. The agencies should also have Zonal or Regional Head Quarters or Branch Office in other 2 various states in India for running the security service business.

2.4.iv. **Well-Structure Training Centre:** The agencies should have a well-structured operational training centre with proper training instructor as per the Private Security Agency (Regulation) Act, 2005 (29 of 2005) and Chhattisgarh Private Security Agencies Rules, 2008, in Chhattisgarh/M.P or Chhattisgarh/M.P peripheral states duly approved under Private Security Agency (Regulation) Act, 2005 (29 of 2005) and Chhattisgarh Private Security Agencies Rules, 2008 for regular training of his security Guard. The Security agencies should have organized training arrangements for security personnel with clear recruitment policies. The Security Agency shall have a regular system of training the Guards before mounting them on duty. The Security Agency shall have proper training facility and profession As per the PRIVATE SECURITY AGENCIES (REGULATION) ACT, 2005. All the Private security guards and supervisors of the agency must have to successfully undergo the proper training in the training centre. On completion of the training each successful trainee should be awarded a certificate in Form No. IV by the training institute or organization. If desired a committee from NIT Raipur may visit the training Academy during the process of short listing agencies to ascertain the facilities & training being imparted.

2.4.v. **Control Room:** the agency should be capable of providing a centralized 24 hours manned control room backed up with wireless communication, transport fleet and quick reaction Team.

- 2.4.vi. **Manpower in Payrolls:** The Bidder should have a single work order for providing **100** Nos. of security personnel to a reputed organization preferably Government/PSU/Educational/ R&D, Establishments during the **last three** financial years (**Up to 2013-2014**)
- 2.4.vii. **On going contracts (Running Contract):** The firm must have ongoing contracts (running contract) in at least three centrally/PSU Funded Technical/Educational/Research/Atomic-Energy/Defense/Hospital-sector or any other Institutions of our status nationwide.
- 2.4.viii **Ultra High Frequency Walkie-Talkies License:** The Agencies should have valid operating license for Ultra High Frequency **walkie-talkie** in Raipur (C.G) (For 30 in Nos. Wireless communication sets (portable **two-way radio transceiver**).
- 2.4.ix. **Fire Fighting Training:** The agencies should have ability to provide well trained security Guard/Security supervising staff having the good practical as well as theoretical knowledge to identify, handle and operates the fire fighting extinguishers and control the fire.
- 2.4.x. **Ability to provide Armoured Four wheeler vehicle (security van):** The Agency should be able to provide round the clock (**24x7**), Armoured security van fully equipped with modern gadgets, Loud speaker and personnel with requisite training and license of physical security, security of the assets, security of the building or apartment, personnel security , household security, fire fighting, crowd control, Identification of improvised explosive devices, First-Aid, Crisis response and disaster management, defensive driving ( compulsory for the driver of Armoured Vehicle and optional for others), handling and operation of non prohibited weapons and firearms, rudimentary knowledge of Indian Penal Code special on right of private defence, procedure for lodging first information report in the Police Station, Arms Act (only operative sections) and Explosive Act (operative sections), badges of rank in police and military forces, Identification of different types of arms in use by public and Police, use of security equipments and devices (for example; security, alarms and screening equipments); and leadership and management (for Supervisors only), examining identification papers including identity cards, passports and smart cards.
- 2.4.xi. **Arm and Ammunition license:** The agencies should have ability to provide armed Security Guard with their proper valid Arm license as per Arms Act 1959 and proper clearness certificate from the Chhattisgarh Police department.
- 2.4.xii. **Ability to provide all modern electronics security Gadgets:-**The agencies should have ability to provide all the modern security **gadgets** as per requirement of the NIT Raipur for improvement of the Security system.(As per Section 04,Para 11of this tender document).

## **2.5. FINANCIAL CAPACITY:**

- 2.5. i. **Annual Turnover:** The bidders should have the minimum average turnover of at least **Rs.8076200.00/-** during the last **three** financial years (2010-11, 2011-12, 2012-13.) in security business. For which the bidder should submit the copy

of audited balanced sheet for the Financial Year 2010-11, 2011-12 & 2012-13. Failing which the same shall be treated as void. The firms must be willing and or capable to invest one month's expenses before being reimbursed the claim. (Furnish Copy of Return of income along with Audit Report as obtained u/s/ 44 AB of the I.T. Act.)

**2.5.ii. The Firm must be a profit making Organization.**

**2.5.iii. Financial Solvency Certificate:** The bidders should have a solvency of Fifty Lakhs Rupees. A certificate to this effect may be enclosed from the Banker.

**2.6. Documents supporting the minimum Eligibility Criteria:**

- a.** In proof of having fully adhered to the minimum eligibility criteria at 2.1 attested copy of certificate of incorporation issued by the respective registrar of firms/companies etc. shall be attached.
- b.** In proof of having fully adhered to the minimum eligibility criteria at 2.2.i to 2.2 xii attested copy of PAN, Service Tax Returns, ITR for last three years, latest Labour contract registration license Copy, EPFO Registration Copy, ESIC Registration Copy, Proof of valid DGR sponsorship or proof of being run by Ex-serviceman personnel, Valid PRSAR-2005 License, C.G. Governments PRSA(Rules)-2008, PASAR License of other different states and other relevant Copy / Certificates/Valid License/Numbers and Affidavit, Undertaking must be attach.
- c.** In proof of having fully adhered to the minimum eligibility criteria at 2.3, attested copy of the experience certificate issued by competent authority of the organization/Institutes and Government departments must be attached.
- d.** In proof of having fully adhered to the minimum eligibility criteria at 2.4.i.a, 2.4.i.b. , 2.4.i.c. attested copy of the work order, wage salary, and other proof copy, certificate, evidence of that organization/Institutes and Government departments must be attached.
- e.** In proof of having fully adhered to the minimum eligibility criteria at 2.4.ii, the performance certificate for each work completed in the last five years and it should be certified by a responsible competent authority from the concerned organization, must be attached. , List of clients along with performance certificate showing clearly the number of persons employed, details of contracts executed the previous/current years, attach documentary proof duly attested.
- f.** In proof of having fully adhered to the minimum eligibility criteria at 2.4.iii, the relevant copy with address, Telephone No. , Fax. No, Agreement/ownership documents of the branch office/Zonal Office/Regional Office of the agency must be attached.

- 
- g.** In proof of having fully adhered to the minimum eligibility criteria at 2.4.iv, the agencies should have Ownership or lease deed copy of his Training centre premises, details of his trainers having fully operational training centre duly approved under PRIVATE SECURITY AGENCIES (REGULATION) ACT, 2005 for the training of the security Guards. The relevant copy with address, Telephone No. , Fax. No, Agreement/ownership documents and the Name and Address of the training instructor, Course Syllabus as per the PRIVATE SECURITY AGENCIES (REGULATION) ACT, 2005 must be attached.
  - h.** In proof of having fully adhered to the minimum eligibility criteria at 2.4.v, the relevant proof copy must be attached.
  - i.** In proof of having fully adhered to the minimum eligibility criteria at 2.4.vi, the relevant proof copy of work Order, , List of clients along with performance certificate showing clearly the number of persons employed, details of contracts executed the previous/current years, attach documentary proof duly attested.
  - j.** In proof of having fully adhered to the minimum eligibility criteria at 2.4.vii, the relevant proof copy of work Order, , List of clients along with performance certificate showing clearly the number of persons employed, details of contracts executed the previous/current years, attach documentary proof duly attested.
  - k.** In proof of having fully adhered to the minimum eligibility criteria at 2.4.viii, the relevant proof copy must be attached.
  - l.** In proof of having fully adhered to the minimum eligibility criteria at 2.4.ix, the relevant proof copy must be attached.
  - m.** In proof of having fully adhered to the minimum eligibility criteria at 2.4.x, the relevant proof copy must be attached.
  - n.** In proof of having fully adhered to the minimum eligibility criteria at 2.4.xi, the relevant proof copy must be attached.
  - o.** In proof of having fully adhered to the minimum eligibility criteria at 2.4.xii, the relevant proof copy must be attached.
  - p.** In proof of having fully adhered to the minimum eligibility criteria at 2.4.xiii, the relevant proof copy must be attached.

- q. In proof of having fully adhered to the minimum eligibility criteria at 2.4.xiv, the relevant proof copy must be attached.
- r. In proof of having fully adhered to the minimum eligibility criteria at 2.5.i,ii,iii.. The attested copy of the audited balance sheets for the completed three financial years i.e. for 2010-11, 2011-12, 2012-13 must be submitted..**The Annual Turnover shall be exclusively for security services only.**
- s. In proof of having fully adhered to the minimum eligibility criteria of rest others the agencies should have proper Registration, License and other necessary certificate.

**Note- The above mentioned MINIMUM ELIGIBILITY CRITERIA are mandatory for all the bidders.If any information given by the bidder to qualify for the MINIMUM ELIGIBILITY CRITERIA is found false at any stage of assessment, even after assessment and during the contract period, the tender shall be rejected and NIT, Raipur will forfeit the entire earnest money and security money deposit( SMD) and the NIT Raipur will declare the agency as a black listed.**

### **3. EARNEST MONEY DEPOSIT:**

3.1. This bids should be accompanied by an **Earnest Money Deposit of Rs.807650.00/-** in the form of Bank Draft/Demand Draft/FDR/BG with a validity of 195 days in the prescribed format as per the Section 6.9. The Bank Draft /Demand Draft shall be in favour of Director, NIT Raipur, Payable at Raipur issued from any Nationalized Bank.

3.2. The bids without Earnest Money shall be summarily rejected.

3.3. No claim shall lie against the NIT, Raipur in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

### **4. VALIDITY OF BIDS:**

4.1. Bids shall remain valid and open for acceptance for a period **of 180 days from** the last date of submission of Bids. However date of commencement of contract will be decided by the institute.

4.2. In case Institute calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer shall be binding on the bidder.

4.3. The Institute may request for extension for another period of 60 days, without any modifications and without any reason thereof.

### **5. PREPARATION OF BIDS:**

**5.1. Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender document along with all required information, attaching documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

I. Technical Bid Submission Form duly signed and printed on Company's letterhead (Section1).

II.Signed and Stamped on each page of the tender document.

III.Contact Details Form duly filled and signed (Section 6.1).

IV.Financial Capacity form- filled in and signed (Section 6.2).

V.Earnest Money Deposit of **Rs.807650.00/-** All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in section 2.

VI. The Technical Bid should then be kept in a separate sealed envelope, super scribed as **Technical Bid for Tender No. NITRR/2014/Security/128 Date - 10/04/2014** with the Name and address of the Bidder.

**5.3. Financial Bid:** Bidder should prepare financial Bid in the Price Schedule as provided in the Tender Document (Section 5).Then the financial bid should be kept in a separate sealed envelope super scribed Financial Bid for tender No.**NITRR/2014/Security/128 Date-10/04/2014** with the name and address of the Bidder.

## **6. SUBMISSIONS OF BIDS:**

6.1. The Bidder shall submit his bid in a sealed envelope containing three sealed envelopes consisting of (i) Technical Bid (ii) Financial Bid and (iii) EMD clearly super scribing so and the two envelopes shall be kept in another single sealed envelope.

6.2. The Bid shall be submitted by 3.00 p.m. on **05/05/2014**, addressed to the Registrar, NIT Raipur-492010.

6.3. Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.

6.4. Bids must be received in the office at the address specified above not later the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of the office of the NIT Raipur reserves the right to extend the date /time for receipt of bids, before opening of the Technical Bids.

6.5.Any Bid received by the office after the deadline for submission of bids, as stipulated above ,shall not be considered and will returned unopened to the bidder.

## **7. BID OPENING PROCEDURES:**

7.1. The Technical Bids shall be opened in the conference Room of NIT Raipur, **on 05/05/2014 at 3.30 p.m.** by the Committee authorized by the competent authority of NIT Raipur in the presence of such bidders or their authorized representatives who may wish to be present.



7.2. The financial bids of only those bidders whose Technical Bids are accepted, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

7.3. A letter of authorization shall be submitted by the Bidders representative before opening of the Bids.

7.4. Absence of bidder or their representative shall not impair the legality of the opening procedure.

7.5. After opening the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meets the minimum eligibility criteria as specified in the Tender Document.

7.6. Refusal to sign the bid envelope by the bidder or his representative may disqualify his bid based on the decision of the Tender Opening Committee.

7.7. Bid shall be declared as Valid or Invalid base on the preliminary scrutiny by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.

## **8. CLARIFICATION ON TECHNICAL BID EVALUATION.**

8.1. The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of its bid, the Institute may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Institute shall not be considered. The Institute's request for clarification and the response shall be in writing.

8.2. If a bidder does not provide clarification of its bid by the date and time set in the institutes request for clarification, its bid may be rejected.

8.3. Institute also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.

## **9. TECHNICAL BID EVALUATIONS (SEGREGATED TYPE):**

9.1. The Institute shall follow segregated bid evaluation system where the technical bid and financial bid shall be evaluated separately.

9.2. The technical bid evaluation shall be done on the following criteria.

9.3. The responsiveness of the bid i.e. receipts of duly filled, signed and accepted bid documents in complete form, including Authorization letter.

9.4. Receipt of valid EMD with requisite amount in acceptable format.

9.5. Documents in proof of meeting the minimum eligibility criteria.

9.6. Any other documents as required to support the responsiveness of the bidder, as per tender.

9.7. A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum requirements as per the tender documents, or otherwise considered unsuitable to the institutes need shall be rejected and their financial proposals will be returned unopened. The decision of the Director, NIT Raipur in choosing or rejecting a bidder shall be abiding on all bidders.

9.8. For technical bid evaluation, points will be given on the basis of size of Organization, their method and standard of recruitment, arrangement for training, client list, the institutes own experience with the firm (if applicable) and on the subjective judgment of the committee members.

9.9. The bidders who qualify in the technical evaluation stage shall only be called for opening of financial bids. Institute shall intimate to the bidders, the time /venue for the financial bid opening in written communication/over telephone/email communication.

#### **10. FINANCIAL BID OPENING PROCEDURE:**

10.1. The financial Bids of all qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.

10.2. All qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be asked to sign on all the sealed envelopes containing the Financial Bid.

10.3. Absence of bidders or their authorized representatives shall not impair the legality of the process.

10.4- The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.

10.5. Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process.

#### **11. DETERMINATION OF THE SUCCESSFUL BIDDER:**

11.1. In case of any disagreement or any other reasons comes across at any stage the decision of the Director NIT Raipur for awarding the contract to a particular bidder shall be final and binding.

#### **12. RIGHT TO ACCEPTANCE:**

12.1. NIT Raipur reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind it to accept the lowest or any specific bids. The decision of the Director of the NIT Raipur in this regard shall be final and binding.

12.2. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidders bids liable for rejection.

12.3. In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the Director of the NIT Raipur reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders. The EMD/Security deposit shall be forfeited.

12.4. NIT Raipur may terminate the contract if it is found that the contractor is black listed on previous occasions by any of the Government Departments/Centrally funded institutions/Local bodies/Municipalities/ PSU /etc. in such case the EMD/Security deposit shall be forfeited.

**12.5. The Director, NIT Raipur reserves the right to award any or part or full contract to any successful agency at its discretion and this will be binding on the bidders.**

### **13. NOTIFICATION OF AWARD BY ISSUANCE OF LETTER OF AWARD:**

13.1..After determining the successful bidder, the institute shall issue a Letter of award (LOA) in duplicate, who will return one copy to the institute with duly acknowledged, accepted and signed by the authorized signatory, within Three (03) days of receipt of the same by him.

13.2. The issuance of the Letter of Award to the bidder shall constitute an integral part and it will be a binding to the contract.

13.3. The time taken between the date of issue of LOA and Work Order shall not prevent the contractor to mobilize the man power and other recourses.

### **14. PERFORMANCE GUARANTEE (SECURITY DEPOSIT)-**

14.1. The successful bidder shall deposit **Rs.2692100.00/- or 10 % of the annual awarded contract value** whichever is higher in the form a Bank Draft/Bankers cheque /FDR/BG from any Nationalized Bank, in favour of the Director, NIT Raipur(Chhattisgarh) payable at Raipur **within fifteen days** of the acceptance of the LOA. The FDR/BG should have validity for a period of 14 months from the date of start of Work .

14.2. The performance Guarantee/Security Deposit can be forfeited by order of the competent authority of NIT Raipur in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for no acceptance of the work order .On expiry of the contract ,such portion/full amount of the said performance Guarantee/Security Deposit as may be considered by NIT Raipur sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained.

14.3. If the contractor is called upon by the competent authority of NIT Raipur to deposit Security and the contractor fails to provide the security deposit within the

period specified such failure shall constitute a breach of the contract and NIT Raipur shall entitled to make other arrangements at the risk, cost and expense of the contractor.

14.4. On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the institute, which may have been issued to the contractor.

#### **15. ISSUANCE OF WORK ORDER:**

15.1. After acceptance of the LOA from the successful bidder, Institute shall issue the Work Order, to the contractor authorizing him to take possession of the site along with relevant information's /inputs. The contractor has to acknowledge the receipt, return back a signed copy of the Work Order as a token of acceptance and submit the Performance Guarantee/Security **Deposit within 15 days** from the date of issue of the Work Order.

#### **16. SIGNING OF CONTRACT AGREEMENT:**

16.1. The successful Bidder shall enter into contract agreement form and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement.

16.2. Institute shall prepare the draft Articles of Agreement as per the prevailing standard of the Institute, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.

16.3. The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within **Two (02)** days of receipt of the draft Articles of agreement from Institute. The Firm must deposit correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed to the institute and shall be present to sign the agreement on the designated date at NIT Raipur.

16.4. The Registrar of NIT Raipur shall sign the Contract agreement and return a copy of the same to the successful bidder.

#### **17. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)**

17.1. The Earnest Money Deposit of the unsuccessful bidders in the technical bid evaluation stage shall be returned after opening of the eligible financial Bids.

17.2. The Earnest Money Deposit of the unsuccessful bidders in the financial bid evaluation stage shall be returned on award of contract to a Successful bidder.

17.3. The Earnest Money Deposit of all the bidders shall be returned along with their unopened financial bids, in case of cancellation of Tenders after the opening of Bids and prior to opening of financial bids.

## **18. CONTRACT VALIDITY:**

18.1. The contract will initially for a period of one year from the date of award subject to continuous satisfactory performances. However, this will be reviewed at the end of each year based on the performance and if found satisfactory it will be renewed for two years more, on year to year basis at the sole discretion of the Director, NIT Raipur.

18.2. The competent authority of the NIT Raipur may at any time by notice in writing summarily terminate the contract without compensation to the contractor under any one of the following events, that is to say:

a).By giving one month's notice by the Institute, anytime without assigning a reason, if in the opinion of the authorities such termination is in the interest of the Institute. This termination will not be challenged by the contractor.

b).The Firm/Contractor not performing his duties properly as per the agreed terms and conditions of the contract. The institute shall decide whether the performance of the contractor meets specification or is deficient and to what degree. In such a case the notice period shall be one week without any compensation.

c).For committing breach of the terms & conditions of the contract or assigning the contract or any part thereof by the agency to any third party or subletting whole or part of the contract or the premises to any third party. The notice period shall be one week without any compensation.

d).The firm/Contractor being declared as insolvent by the court of law. The notice period shall be one week without any compensation.

e).For indulging in any grossly unsafe practice, stealing or willfully damaging institute property or engaging in any illegal activity, the Contract shall be terminated on immediate notice. Decision of the Director, NIT Raipur in this matter shall be final and binding.

During the notice period for termination of contract in any of the situations contemplated above, the contractor shall keep discharging his duties as before till the expiry/ or recourses deployed by him on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption/hindrance/problem of any nature to NIT Raipur.

## **19. CURRENCIES OF BID AND PAYMENTS**

19.1. The Bidder shall submit his price bid/offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

## **20. JURISDICTION AND RIGHT TO AMEND RULES:**

20.1. The institute reserves the right to amend the rules of operation whenever and wherever considered necessary and appropriate. The same shall be intimated to the steward in due course.

20.2. The Institute rules shall be binding for execution of the contract. Further ,in case of any dispute arising out of or in connection with the aforesaid contract either during subsistence of the contract or thereafter, the Director , NIT, Raipur is the sole arbitrator to decide the same and his decision is final and binding on both the Steward and the institute as per the provisions of the Arbitration and Conciliation Act,1996.If differences persist even after arbitration and there are compelling reason to go to the court, it will be decided in the court of Raipur only.

SECTION-3  
GENERAL CONDITIONS OF  
CONTRACT (GCC)

## **1. DEFINATIONS**

### **1.1. General**

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) has the meaning assigned to them in this schedule.

Agreement”	The word Agreement” and contract” has been used interchangeably.
Party / Company”	The word Party/Company means the Successful Bidders to whom the work of providing security services has been awarded and the Institute NIT Raipur.”
Letter of Award”	Shall mean the intent of the Institute to engage the successful bidder for providing security services in its premises.
Notice to Proceed”	Shall mean the date at which the security services are to commence in Institutes premises.

## **2. CONFIDENTIALITY**

2.1. The contractor shall take all precautions not to disclose, divulge / or disseminate to any third party any confidential information, proprietary information on the Institutes business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Institute. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Institutes information.

2.2. If the Contractor receives enquires from press/News/media/Radio/Television or other bodies / persons, the same shall be referred by the Contractor to the Institute immediately on receipt of such quires. The Security Staff shall not accept any gratitude, tip or reward in any shape from anybody (staff, student or outsiders).

## **3. SERVICES REQUIRED BY THE INSTITUTE**

3.1. The Contractor shall be providing security services in Institutes premises as per the details given herein, or any other location as required by the Institute to be read with the Assignment Instructions stated in the Schedule of Requirements.

3.2. The institute shall pay the charges as required between the Institute and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.

3.3. The Contractor shall provide security services in the Institute’s premises to its entire satisfaction and it is the sole responsibility of the Contractor’s obligations.

## **4 COMMENCEMENTS OF SERVICES**

The Contractor shall become legally binding and in force only up on:

4.1. Submission of Performance Guarantee in accordance with Clause 14 (Section2)



4.2. The Contractor shall commence security services in Institute's premises as per the date decided and informed by the institute.

4.3. The Contractor shall submit detailed resumes in respect of the Security Staff along with Photographs duly attested by their firm after commencement of the security services to Institute's office.

## **5 CONTRACTOR'S OBLIGATIONS**

5.1. The security Agency shall provide security arrangement for security of the Institute campus within the confined premises as required by the Institute. Moreover, the Security Agency shall also protect the Institute Campuses from anti-social element.

5.2. Every personnel deputed by the Security Agency shall be literate (must know Hindi/English). Violation of this condition shall be treated as breach of important contractual condition and shall attract penalty points.

5.3. The security personnel to be deployed shall be equipped with latest communication systems (Walkie-Talkie) Night Guard shall be equipped proper protection and lighting devices. While working at the premises of the Institute, they shall work under directives and guidelines of Security Officer of the Institute.

5.4. The Security Agency personnel should be smart and properly turned out with boots/ shoes, belt, caps, badge, name plate (in Hindi and English) whistle etc., and carry an identity card duly attested by the authorized officer of NIT Raipur. A photocopy of these cards along with computer data shall be given to the Institute for record, verification etc.

5.5. The Security Agency shall provide proper uniform including shoes, caps, canes/stick, torch, jerseys (woolen sweaters) & rain coat etc. to every personnel deployed by the agency in the Institute Campus at their own costs and expenses.

5.6. The Institute shall have the right to check up, from time to time, the uniforms wear 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 Executive Committee (SEC) or any other representative to be named by the Director. The decisions of the SEC shall be binding on the Security Agency.

5.7. The personnel deployed by the Security Agency in the Institute shall be removed immediately if the Institute considers such removal necessary on administrative grounds. The Security Agency shall also immediately remove any personnel who is found not to be discharging his duties correctly or is of doubtful character and shall replace him with substitute personnel either on its own or on the demand of the institute and only after approval of the Security Officer of the Institute.

5.8. 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 bill of the Security Agency. The Agency shall ensure that the personnel

deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Institute /Govt.of India/ any State or any Union Territory.

5.9.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 dogs, pigs etc. ,from the campus premises.

5.10. The responsibility for taking appropriate security measures shall be entirely that of the Security Agency. The Institute will be entitled for compensation against the Security Agency, in case a proper joint enquiry 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 maximum amount of compensation payable by Security Agency will be limited to inspection and supervision charges payable to Security Agency for the month on 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 indentified/compensated by the Security Agency on actual basis.

5.11. The personnel engaged by the contractor shall draw their remuneration from their agency and will not claim any employment benefit from the institute at any time. The contractor shall also be responsible for the statutory obligations of such personnel and shall indemnify the institute in the matter.

5.12. Only in case of any emergency the contractor personnel may be provided medical facilities available at the Institute health centre on payment basis.

5.13. The Security Agency shall submit a certificate along with the monthly bills certifying that the personnel employed by them have been paid at least minimum wages,as enforced from time to time ,in accordance with the provisions of the Minimum wage s Act 1948(rates applicable as per Central Government).The wages shall be disbursed in the presence of the authorized representative of the Institute.

***Any violation of the provision of Minimum Wages Act shall render the contract liable for termination. The Institute shall also proceed against the defaulting agency as per the provisions of the relevant laws.***

5.14. The contract price shall be all inclusive and nothing extra shall be payable over & above the accepted contract price in respect of the Scope of Work defined in the Price Schedule. However, if the prescribed minimum wages are revised by the Govt.of India, the Security Agency shall revise the wages of the personnel accordingly.

5.15.The security personnel shall remain on duty for 08 hours(eight) working hours. The personnel shall not leave his place of duty /duty point until his reliever reports for duty. Deserting the place of duty/duty point by the security personnel without having been properly relieved will attract penalty points.

5.16. All assets and articles provided by the Institute shall be the property of the Institute and the Security Agency shall be merely the custodian of such assets and articles. On termination of security contract either by efflux of time or any time earlier than the stipulated period as the Institute may decide as its sole discretion, such property shall be handed over to the Institute forthwith.

5.17. In addition to the number of personnel listed in the Price 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 accepted rate given in the Price Schedule.

5.18. The personnel employed by the Agency for the security of the Institute will be the employees of the Security Agency and the Institute shall have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the Institute and the Security personnel employed by the Security Agency shall have no right whatsoever to claim employment from the Institute.

5.19. The Security staff employed by the Security Agency will not form any union in the Institute nor shall they make any claim on service or other matter.

5.20. The Security Agency shall undertake, at their own expense but to the satisfaction of the Institute, a continual updating of skill, processes and procedures followed by the Security staff employed in the security of the Institute by organizing suitable training programs for them on the routine basis. This training program may be included in their duty , like two hours in a week. It may include various aspects of security of a vital installation, major expected threats and measures to curtail these threats use of security equipments, use of fire fighting extinguishers and use of fire arms to armed guards etc.

5.21. The Security Agency in discharge of its duties will be bound by operational parameters.

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

5.23. At any time, prior to the date of submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment and published in Institute website.

5.24. The Security Agency shall be responsible for all injuries and accidents to persons employed by them. **Or** otherwise. The Institute shall stand indemnified in respect of the treatment provided under such exigencies.

5.25. 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 Staff, Employees, Faculty or Students of the Institute, the Security Agency shall terminate the service of such employee at their own risk and responsibility. The Security Agency shall issue necessary instructions to its employees to act upon the instructions given by Officer –in-Charge of the Institute.

5.26. 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 the replacement or on payment of adequate compensation on actual basis.

5.27. The employees of the Security Agency shall be of good character and sound health.

5.28. The Security Agency shall maintain Complaint book at the main entrance gate which will be made available to the Security Officer of the Institute.

5.29. In a manner satisfactory to the Institute, the Security Agency shall provide necessary expertise and trained manpower to the various needs of security services at the Institute buildings, Halls of residence and the campus in general.

5.30. Security Agency shall ensure protection of the Personnel & properties of the Institute as well as residents as e.g. when assigned in transit (cash & documents), against trespass in the assigned area and against Institute Procedures & Rules. Willful harm, Deploying fail-safe preventive measures, providing early warnings and mobilizing trouble shooting efforts.

5.31. *The Security Agency shall supply trained manpower for the security duties in the campus. It shall also undertake of 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.

5.32. In case of any dereliction of duty, gross neglect, an unintended damage caused by the Security Agency or its staff or otherwise, any harm done to the Institute, its properties, its designated officials or other employees, the Security Agency shall be liable to make good the loss or pay compensation, refund expenditure on legal/judicial proceedings as well as pay penalty, which the Director of The NIT Raipur may deem fit.

5.33. In case of performance of the agency is not found to be satisfactory as per operational parameters set out of the contract or not in conformity with the terms & conditions of the tender, the contract shall be terminated even before the scheduled time by giving advance notice of 03 (three) months to this effect. In the event of premature closure of contract for reasons mentioned herein above, **The Security money deposited by the Agency shall be absolutely forfeited.**

5.34. Security Agency shall supply uniforms with name-plates/name-tabs 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 during the period of contract the uniforms are worn out, it shall be the responsibility of the Security Agency to supply another uniforms to the persons and it will ensure that the persons wear only proper uniforms while they are on duty. The Security Agency shall provide identity card to the each security Guard, which should be attested by the competent authority authorized by the Director of NIT Raipur. The Institute shall not provide any kind of weapon, batons, and torch etc. nor incur any expenses in this regard. It would be the reasonability of the Security Agency to supply such equipment which is necessary for discharge of duty.

5.35. The Security Agency shall have a regular system of training of the Guards before mounting them on duty. The Security Agency shall have proper training facility and profession syllabi for the training. **The Training will include following subjects namely: -**

- a. Conduct in public and correct wearing of uniforms.
- b. Physical fitness training.
- c. physical security, security of the assets, security of the building or apartment, personnel security , household security .
- d. fire fighting.
- e. crowd control.
- f. examining identification papers including identity cards, passports and smart cards; .
- g. should be able to read and understand English alphabets and Arabic numerals as normally encountered in the identification documents, arms licence, travel documents and security inspection sheet.
- h. Identification of improvised explosive devices;
- i. First-Aid.
- j. crisis response and disaster management;
- k. defensive driving ( compulsory for the driver of Armoured Vehicle and optional for others).
- l. handling and operation of non prohibited weapons and firearms (optional).
- m. rudimentary knowledge of Indian Penal Code specially on right of private defence, procedure for lodging first information report in the Police Station, Arms Act (only operative sections) and Explosive Act (operative sections); .
- n. badges of rank in police and military forces;
- o. Identification of different types of arms in use by public and Police;
- p. use of security equipments and devices (for example; security alarms and screening equipments); and
- q. leadership and management (for Supervisors only).

5.36. The Security Agency shall have a proper system of checking the guards on duty. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified.

5.37. The Security Agency shall have recourses to assist the principal employer (i.e. the Institute) in Security Audits, Surveys, and Investigation etc. and shall also be able to render professional advice on matters relating to security, intelligence and surveillance, free of charge.

5.38. Security Agency shall apply to the Labour Commissioner for obtaining a labor license within a reasonable time and will submit a copy of the license to the Registrar of the Institute.

5.39. The Security Agency shall also check the garbage/wastage being taken out for disposal to ensure that none of the useful items are taken out for disposal.

5.40. The post/consignments received (after office hours) at the main gate/college gate should be handed over to the concerned immediately on receipt. However if the same is not delivered the reason there of should be brought to the notice of the Institute in-charge officer and no post/courier should be returned.

5.41. The Contractor shall submit to Institute the details of amounts deposited on account of EPF and ESI in respect of the deployed guards to the concerned authorities from time to time along with monthly bills.

5.42. The Contractor shall produce to the Institute the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.

5.43. The Contractor shall ensure that its personnel do not allow any property of the Institute to be taken outside of the premises without the written permission of the person(s) authorized by Institute.

5.44. The Contractor shall issue identity cards/identification documents to all its employees who will be instructed by the Contractor to display the same.

5.45. The personnel of the Contractor shall not be the employees of the Institute and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this contract. The Contractor shall make them arising known about this position in writing before deployment under this agreement.

5.46. The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Institute shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, EPF laws, ESIC Laws, Income Tax Laws and Minimum Wages Laws, Contract Labour (Regulation Abolition Act) or any other law in force.

5.47. The Contractor shall provide uniform to its security personnel at its own cost.

5.48. The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, and ESIC etc. The Contractor should submit proof of the same at the time of monthly claim of bill.

5.49. The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.

5.50. the antecedents of Security staff deployed shall be got verified by the Contractor from local police authority and an undertaking in this regard to be submitted to this Department and the Department shall ensure that the Contractor complies with the provisions.

5.51. Adequate supervision shall be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties.

5.52. All necessary reports and other information's shall be supplied as required and regular meeting will be held with the Institute.

## **6 CONTRACTOR'S LIABILITY**

6.1. The Contractor shall completely indemnify and hold harmless the institute and its employees against any liability, claims, losses or damages sustained by it or them by

reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the Security Services to the Institute.

6.2.the Contractor shall not be liable in any way whatsoever and the institute hereby expressly waives any right to ,any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks consisting of ,caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alternation of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of the Security Services to the Institute.

6.3. The Contractor shall not Sub Contract, transfer or assign the contract or any part thereof without prior written permission of the Institute. In the event of the contractor contravening this condition, Institute shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Institute may sustain in consequence or arising out of such replacing of the contract.

## **7 INSTITUTE'S OBLIGATIONS**

7.1.Expect as expressly otherwise provided, the Institute shall, at its own expense, provide timely all the required equipment and facilities at its own expense, provide timely all the required equipment and facilities at the locations where the Security Services are to provided required enabling Contractors employees to carry out the Security Services. Such equipment and facilities shall include, without limitation, guard room, shelter post for guard, adequate heating/air, lighting, power, toilet facilities and chair, drinking water.

7.2. The Institute shall comply with and fulfill the security recommendations (if any), if considered necessary by the Institute, made in writing by the Contractors in connection with the performance of the Security Services. The Institute shall notify the Contractor of any dishonest, unsafe or negligent acts or omissions of the Contractors employees or agents in connection with the Security Services as soon as possible after the Institute becomes aware of them.

7.3.To enable the contractor to provide the Security Services, the Institute shall ensure that their staff is available to provide such assistance.

## **8 OBLIGATIONS OF THE CONTRACTOR TOWARDS ITS PERSONNEL**

### **8.1. Labour Compliances**

The Contractor shall abide by all labour laws, laws related to EPF Organization, ESI Corporation. The details of EPF,ESIC in respect of their deployed staff shall be submitted by the Contractor to Institute every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours,safety,maternity benefits,holidays,framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratitude's and payment of

bonuses. Wages and all salary and other statutory dues should be paid through bank transfers only. Cash mode of transactions shall not be accepted.

## **8.2. Engagement of Security Personnel**

The Contractor shall make its own arrangements for the engagement of all Security and other administrative personnel for providing security services in Institute premises and shall use all diligence in arranging for a sufficient and suitable supply of such personnel but all such arrangements in **India** shall be in accordance with the general local usage and subject to the Applicable Laws. The deployment of the security guards /supervisors/gunman should be as per the Private Security Agency (Regulation) Act, 2005 (29 of 2005) and Chhattisgarh Private Security Agencies Rules, 2008.

### **8.2. i. Standard of physical fitness for Private security guards:-**

Person shall be eligible for being engaged or employed a private security guard if he fulfils the standards of physical fitness as specified below:-

(i) Height, 160cms (for female 150 cms), Weight according to standard table of Height and Weight, Chest 80 cms with an expansion of 4 cms (for females no minimum requirement for chest measurement); Provided that a person belonging to Scheduled Tribes, is eligible for relaxation of height by 5 cm.

(ii) Eye sight: far sight vision 6/6, near vision 0.6/0.6 with or without correction, free from colour blindness, should be able to identify and distinguish colour display in security equipments and read and understand display in English alphabets and Arabic numerals.

(iii) Free from knock knee and flat foot and should be able to run one Kilo Meter in six minutes.

(iv) Hearing: free from any defect; able to hear and respond to the spoken voice and alarms generated by security equipments.

(v) The candidate must have dexterity and strength to perform searches, handle objects and use force for restraining the individuals in case of need.

(2) A candidate must be free from any contagious or infectious disease. He must not be suffering from any disease which is likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public.

(3) Agency shall ensure that every Private security guard working for it undergoes a medical examination after every twelve months from his last such examination so as to ensure his continued maintenance of physical standard as prescribed for the entry level.

## **8.3. Contractor's Responsibility towards deployment of adequate personnel**

a) The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Institute premises at the Institute Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.



b) The Contractor shall submit its list of all personnel engaged under the contract with detailed bio-data, Organization Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep performing the Institute of any change in its organization or its personnel.

c) The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

## 9 PAYMENTS

9.1 After Selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Institute for the security services.

9.2. The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time to time and the same shall be charged in addition to the applicable rate.

9.3. Payment will be made as reimbursement after the company sends the wages to bank and pays all statutory dues like EPF, ESI, bonus etc on monthly basis. The Contractor shall raise invoice per month and submit the same to Institute by 20<sup>th</sup> of every month. The Institute shall make all endeavors to make payments to the contractor within 20 days (**by 10 <sup>th</sup> of following month**) from the date of the receipt of the invoice.

9.4. The initial cost of the Contract shall be valid for a period of one year. No price escalation shall be entertained by the Institute during the period except the minimum wage and its linked statutory dues on account of increase of the minimum wage, as and when increased by the Government.

9.5. The contract shall be initially for a period of one year from the date of award subject to continuous satisfactory performances. However, this will be reviewed at the end of each year based on the performance and if found satisfactory it will be renewed for two years more, on year to year basis at the sole discretion of the Director, NIT, Raipur. If renew, the supervision charges **will be 107% and 115% respectively of the base year.**

9.6. All payments shall be made in Indian Currency by means of an Account Payee/Cheque/RTGS/NEFT transfer.

9.7. Institute shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payment made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Institute shall provide a certificate certifying the deduction so made.

9.8. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

## **10. COMPENSATION OF LOSSES AND PENALTY:**

The contractor shall compensate in full the loss sustained by the institute or its campus inmates on account of any theft, burglary and /or any other kind of lapses for providing security services in the campus, for which responsibilities are entrusted to the agency. The Director of the institute will have the right to impose any penalty for lapses in security services and for recovery of any amount from contractor's bill.

### **10.1. PENALTY POINTS:-**

Penalty points will be finalized by Security Officer once in a month in a coordination meeting to be held in the first week of every month. **Penalty will be levied at the rate of Rs.500/- per point**, subject to a maximum of 10% of the total amount of the monthly bill of the Contractor in that month and will be deducted from the monthly bill in the next month or from the Security Deposit.

### **10.2. JOINT ENQUARY:-**

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, Raipur which will be inclusive of either the contractor or his representative.

## **11 FORCE MAJEURE OBLIGATIONS OF THE PARTIES**

10.1. Force Majeure shall mean any event beyond the control of Institute or the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy.
- (iii) Epidemics quarantine and plague;
- (iv) Earthquake, cyclone and other natural disaster.

## **12 GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

11.1. Any claims, disputes and differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussion as aforesaid within a period 30 days, then the Director, NIT, Raipur is the sole arbitrator to decide the same and his decision is final and binding on both the parties as per the provisions of the Arbitration and Conciliation Act 1996, IF difference persist even after Arbitration and there are compelling reasons to go to the court, it will be decided in the court of Raipur only.

11.2. Jurisdiction of Court: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Raipur.

**13 DISCLAMER**

The relatives / near relatives of employees of the Institute are prohibited from participation in this bid. The near relatives for this purpose are defined as:

1. Members of a Hindu Undivided Family.
2. Their husband or wife.
3. The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

SECTION-4

SCHEDULE OF  
WORKS/REQUIREMENTS

## **GENERAL INSTRUCTION**

1.1. The Contractor shall deploy all security personnel at the Institute facility in the manner and as per the instructions of the Institute and the Private Security Agencies (Regulation) Act-2005 and must comply with and follow all the provision of Chhattisgarh Rajya Niji Suraksha Abhikaran (Viniyaman) Niyam-2008, under section 9 of the Chhattisgarh Rajya Niji Suraksha Abhikaran (Viniyaman) Niyaman-2008. The Contractor must follow all the rules and regulation for deployment of all the security Guards in NIT, Campus. The eligibility of all the security Guards, Supervisors, must be as per the THE PRIVATE SECURITY AGENCIES (REGULATION) ACT, 2005 and as per the Chhattisgarh Rajya Niji Suraksha Abhikaran (Viniyaman) Niyaman-2008.

1.2. The Contractor shall ensure that all security personnel are fully conversant with the premises and with the activities of the Institute and its related security requirements. Hence the security contractor must ensure the code of conduct and other activities which enumerated as per the para-2, to para-12.

## **2 CODE OF CONDUCT**

The Contractor shall ensure that their security personnel

- a). Are always smartly turned out and vigilant.
- b). Are punctual and arrive at least 15 minutes before start of their shift.
- c). Take charges of their duties properly and thoroughly.
- d). Perform their duties with honesty and sincerity.
- e). Read and understand their post and site instructions and follow the same.
- f). Extend respect to all the Officers and staff of the office.
- g). Shall not drink on duty, or come drunk and report for duty.
- h). Will not gossip or chit chat while on duty.
- i). Will not leave the post unless their reliever comes.
- j). Will never sleep while on duty post.
- k). Will not read newspaper or magazine while on duty.
- l). Will immediately report if any untoward incident/misconduct or misbehavior occurs.
- m). When in doubt, approach concerned person immediately.
- n). Will take periodic rounds around the premises.
- o). Security personnel will not leave the post without the knowledge of the Shift-in-charge. If necessary the needful arrangement will be made by the Supervisor.
- p). Security personnel should get themselves checked whenever they go out by the other shift security.
- q). Are extremely courteous with very pleasant mannerism.

## **2 CONFIDENTIALITY**

- a). The phone number and movement plans of the Institute will not be given to anyone.
- b). The following information about the Institute will not be given to anyone.
  - i). telephone number /any other information.
  - ii). Location and movement plans.
  - iii). Meeting and conference schedules.

#### **4 MATERIAL MOVEMENTS**

- a).Incoming Material- Check the documents carefully and receive the items with the due Entry and forward the concerned persons.
- b).Outgoing Material- Before sending the material, have proper check as per Challans. o not send out any material without seal and sign of the authorized person.
- c).Returnable and Non-returnable Items record has to be maintained-A periodic status report, i.e. weekly report will be generated by security and submitted to concerned Department for follow up action on items that have not returned on due dates.
- d).All material coming in and going out to be recorded correctly as per Challans.
- e).Materials coming in to the premises must be accompanied by a proper Challans.
- f).No item will be taken out without written permission of the authorized person.
- g).Documents for material incoming and outgoing should be implemented with a list of authorized signatories.

#### **5 TELEPHONE HANDLING**

- a).Security is instructed very strictly not to misuse the telephones facility.
- b).All calls should be handled courteously.
- c).He will take message correctly and convey to the concerned person immediately.

#### **6 PATROLLING PROCEDURES**

- a).The guard must ensure that once the office is closed all the unwanted lights and Air-conditioning units is put off.
- b).Security should not switch off the computers, which are left on.
- c).He will keep a watch on the activities of the casual labours, daily wage workers and contractors.
- d).The patrolling team must be patrol throughout the campus every after thirty minutes throughout the day and night i.e.24X7.The patrolling team and the supervisor must ensure that no anti-social-elements,anti-social-persons,anti-social-activities,un-athorised persons,visitors,vehicles,constructions,demolisions,exvacations,rough driving, tree cutting, material movement, beggars, drunken persons presence in the campus, The patrolling team also must make sure that no smoke, fire, flood, water leakages, in the campus premises. If any person violating of campus peace, Institute, law and order immediately remove from the campus and necessary police action against him/her/them. The patrolling team must make sure that no Crime against Women in campus.The campus must be safe working environment for all women.

e).If he finds anything unusual /untoward, a written report must be given to the concerned authority after the necessary action taken.

## **7 CHANGING OVER AND TAKING OVER**

a).He will go through the log and entries of previous shift and discuss the progress plan with the reliever.

b).Both the security guards /Supervisors will check the entire building thoroughly.

c).Reliever guard should check all the documents, which are related to the security before taking over charge.

d).They should check all the system, which are in the facility/under security.

e).Occurrence report register to be maintained.

f).Reliever guard checks previous shift guard before taking over charge.

## **8 CLEAN DESK POLICY**

a).All the staff should ensure that their desks are clean before they leave for the day i.e. no important Items are left on the tabletop.

## **9 FIRE CONTROL**

a).Security should know where the fire extinguishers are located/ installed and be able to operate them immediately in case of any fire accidents.

b).Check the life of the fire extinguishers, i.e. due date of next recharge. If the due date is over, give a written complaint to the institute.

c).In case of fire, prompt action is taken by the security personnel to safe guard the life and property of the institute.

d).in the event of any fire ,rush to the spot of the fire ,muster all manpower available and take control office fighting operations.

## **10 EMERGENCY PROCEDURES**

a).the Security should have all the address and contact numbers of the nearest police station. Hospital, Ambulance and Fire Brigade.

b).Security will immediately report if any untoward incident /misconduct or misbehavior occurs, to the Contractor and Institute.

c).Security person should know the entire emergency exists doors and main entry gates, so that he can take suitable action at a short notice.

d).Identity the emergency and its gravity emergency.

**11 TOOLS AND EQUIPMENTS:-** The contractor should arrange the following equipments & tools at his own cost for proper management of security in the NIT Campus as a part of package.

S.No.	NAME OF THE EQUIPMENTS	MINIMUM NUMBERS
01	Torches with batteries	50
02	Search lights	15
03	Hand held Metallic detector.	02
04	Door type metal detector	04
05	Car image viewer	02
06	Motor Bike with fuel	1
07	Four wheeler vehicle. for patrolling in campus, with fuel.	01
08	Radio walky-talky	30 sets
09	Rain coat	50
10	Gum boots	50
11	Winter gear	50
12	Lathi	50
13	Whistle	50
14	Belt	50
15	Guard Cover (Cane Shield)	50
16	Helmet	50
17	CCTV & DVR and Camera	As per instruction of the Institute authority.
18	Biometric Finger Print Time and Attendance System ( for attendance of the security Guard)	01
19	Loud speaker	01

**Note:-**The Institute Authority shall have the right to check whether the contractor has provided the various implements, as stated above, to the security personnel up to the satisfaction of the Institute authority. In case of major fault occurring in CCTV system, or, in any other electronic or in any of communication items **including vehicles**, requiring more than 3(three) days time to make equipment operational, the agency will provide replacement for them otherwise appropriate penalty points will be award.

**11 ATTENDANCE OF SECURITY GUARD:**

The Agency shall have a proper monitoring system for checking the strength of guards on duty, day & night for every shift. Records of the same should be effectively maintained and shortcomings if any should be immediately rectified. A daily/ shift report to be submitted to the Security Officer of the NIT, Raipur. Biometric finger print attendance system should be installed by the contractor for daily attendance in three shifts and details should be inform to the Security Officer of the NIT, Raipur, after half an hour of the commencement of each shift followed by hard copy submitted during the course of the day.



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**12 ARMS AND AMMUNITION-** (LICENSE / PERMITS / OPERATION / SAFETY PRECAUTION DURING HANDLING/OPEARATION OF ARM AND AMMUNITION AND CUSTODY OF ARM AND AMMUNITION) The Contractor (security service provider) shall be **solely** responsible for complying with all the provisions of the Arms and other Acts and the rules framed there under for either carrying displaying, custody and use & operation of the arms & ammunition by the members of the security force in accordance with the provisions of the Act and the rules applicable from time to time.

# SECTION-5

## PRICE SCHEDULE

FINANCIAL BID  
(Quotation Tender Form)

**To be filled in properly, legibly and submit in a separate sealed envelope marked as financial bid.**

Quotation/Rates (Minimum wages/Govt. guidelines to be kept in mind) monthly basis  
(30 days) (in rupees)

**QUOTE YOUR PRICES AS PER THE FOLLOWING SCHEDULE:**

**Monthly rate per Security Guard, Gun Man and Supervisor.**

<b>Sl. No</b>	<b>Description</b>	<b>Percentage (This is to be read in conjunction with latest rules/ acts/ regulations and policies promulgated by Competent Government Authority)</b>	<b>Security Guard (without arms) (A)</b>	<b>Security Guard (with arms) / Gunman (B)</b>	<b>Supervisor (C)</b>	<b>Remarks</b>
(a)	Basic Wages (BVV) plus Variable Dearness Allowance (VDA)					
(b)	Employees State Insurance (ESI)	4.75% of Basic plus VDA				
(c)	Employees Provident Fund (EPF)	12% of Basic plus VDA				
(d)	Employees Deposit linked Insurance (EDLI)	0.5% of Basic plus VDA				
(e)	Administrative Charges	1.11% of Basic plus VDA				
(f)	House Rent Allowance (HRA)	20% of Basic plus VDA				
(g)	ESI on HRA	4.75% of HRA				
(h)	Bonus (ref notes)	8.33% of Rs 3500				
(i)	Uniform Outfit Allowance	5% of Basic plus VDA				
(j)	Uniform Washing Allowance	3% of Basic plus VDA				
(k)	<b>TOTAL</b>	<b>Sum of (a) to (j)</b>				
(l)	Relieving Charges 1/6th of total of serial (k) **					
(m)	<b>Total Cost Per Head</b>	<b>Sum of (k) to (l)</b>				
(n)	Service Charge					
(o)	<b>Sum Total</b>	<b>Sum of (m) and (n)</b>				
(p)	Service Tax					

**(D).TRANSPORT:-**BOLERO (2013-2014 model) with commercial road permit and 03 shift Driver cum Security Guards) :-

i).Rate for 100 KMS PER DAY/3000 KMS-Rs. -----

ii).Rate per km for **extra** running-Rs. -----

**In words Grand total of** (a) -----

(b) -----

(c) -----

(d)-----

1. Any other information-----

2. Name and Designation of the Authorized Signatory.

3. Telephone Nos. of the office/Mobile No./Fax No/E-mail.

4. Declaration by the Contractor.

Date:-

Place:-

Signature of the Tenderer

Name:-

Designation Seal

Address

Phone No. (Office),

( Residence)

E-mail

Fax No

**Tenderer please Note: -**

I).Wages will be paid by the Institute as **per latest minimum wages specified by the Ministry of Labour & Employment's wages Act (Central Govt.)** in respect of Security Guard, , Gun man and Supervisor.

II).The Institute has liberty to exclude the part of Transport and accept the manpower part alone. The Institute may arrange for Transport through any other service agency also.

**Note:-**

a).Monthly rate for security guards shall be as per prevailing minimum wages rate of Central Government w.e.f. **01. 10.2013** shall be applicable to all bidders. Proposal of Bidders paying less than above applicable rates of minimum wages shall not be considered and shall lead to rejection of the bid. When minimum wages rates or that of other statutory dues is revised by the Central Government the revised rates will be automatically applicable to the remuneration payable to all personnel as per rules.

b).Mandatory payment of all statutory dues like EPF, ESI, bonus, leave salary and other statutory dues shall be made by the contractor on monthly basis as per the terms and conditions of the Tender Documents. Any default shall lead to immediate termination of the contract.

c).**The company must make all salary disbursement through bank account of the personnel employed under this contract.** Any other mode of payment except direct bank credit shall not be accepted (Newly appointed employees may be paid in cash for one month only with permission of NIT, Raipur).

d).Normally payment will be made as reimbursement after the company sends the wages to bank, and pays all statutory dues like EPF,ESI etc. Payment shall be released within 20 days of submission of the bill.

e).As per requirement of the institute adequate manpower (As per actual allotment) should be supplied by the agency. If the number of personnel present on any particular day falls below 25 % of the agreed strength, the agency shall pay 50 % of daily expenses per person per day to the institute as compensation.

f).The institute authorities shall have the right to inspect all attendance and wage records, the institute as its discretion may introduce computerized record as its own cost and the firm shall cooperate with the institute to all extent.

g).The institute shall pay only minimum wages and other statutory dues linked to minimum wages payable to the security guards and supervisors including enhancements (As per Notification of GOI issued from time to time).

h).Company, if paying higher to the security supervisors than the admissible minimum wages and other statutory benefits, shall absorb the difference at its own cost and expenses. The institute shall not entertain any claim in this regard.

i).The contract shall be initially for a period of one year from the date of award subject to continuous satisfactory performance. However ,this will be reviewed at the end of each year based on the performance and if found satisfactory it will be renewed for two years more, on year to year basis at the sole discretion of the Director NIT Raipur. If renewed, the supervision charges will be 107 % and 115 respectively of the base year on the Service charge/Admin charge only.

**j.The price in the Price Schedule shall be exclusives of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time to time and the same shall be charged in addition to the applicable rate.**

k).Price bid must be submitted in the above format failing which the bid shall not be honored. However the firms may submit a detailed price breakup annexed to the price bid.

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## SECTION-6

### FORMS

Section 6.1- CONTRACT DETAILS FORM.

Section 6.2- FORMS FOR FINANCIAL CAPACITY.

Section 6.3 -CHECKLISTS FOR PREPARATION OF BID.

Section 6.4- Monthly bill for Compliance of the provisions of Contract Labour (Regulation & Abolition) Act, Rules and other laws as applicable)

Section 6.5- DECLARATIONS REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.

Section 6.6 -DECLARATION REGARDING NONE PENALIZE/ PUNISH FOR TAKING PART IN TENDER.

Section 6.7- DECLARATION REGARDING NON PENDING CRIMINAL CASE FOR TAKING PART IN TENDER.

Section 6.8- ON A STAMP PAPER of Rs.100/-) UNDERTAKING- agree to abide by all terms and conditions laid down in tender document.

Section 6.9- FORM OF BANK GUARANTEE FOR BID SECURITY.

Section 6.10- FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY.

Section 6.11- NIT, RAIPUR.FORM OF AGREEMENT.

## Section 6.1

**(To be printed on the letter head of the Firm)**  
**CONTRACT DETAILS FORM**  
**GENERAL DETAILS OF BIDDER**

**CATEGORY OF THE FIRM**

NATIONAL LEVEL

REGIONAL LEVEL

(Tick the Any one)

1. NAME OF THE COMPANY-----

2. COMMUNICATION ADDRESS-----

3. PHONE NUMBER-----

4. FAX-----

5. EMAIL I.D. -----

6. EMD PARTICULARS: DD No. -----Date-----

**PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE /PERSON  
RESPONSIBLE FOR MANAGEMENT**

1. NAME OF THE CONTACT PERSON-----

2. DESIGNATION-----

3. PHONE No. -----

4. MOBILE No. -----

5. EMAIL I.D. -----

**UNDERTAKING**

1. The undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates in any other institution in India.
3. I/We give the rights to the competent authority of NIT Raipur to forfeit the Earnest Money /Security Money deposit by me/us in case of breach of conditions of Contract.
4. I hereby undertake to provide the services as per the directions given in the tender document/Contract agreement.

Signatory

Signature of the Authorized

Designation Office Seal of the Bidder)

Date:

Place:



## Section: 6.2

**FORM FOR FINANCIAL CAPACITY**

<b>Description</b>	<b>Financial Years</b>		
	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>
<b>Annual Turnover</b>			
<b>Net Worth</b>			
<b>Current Asset</b>			
<b>Current Liabilities</b>			
<b>Total Revenue</b>			
<b>Profit before Tax</b>			
<b>Profit after Tax</b>			

## Section: 6.3

**CHECKLIST FOR PREPARATION OF BID**

<b>Sl. No</b>	<b>Particulars</b>	<b>Yes/No</b>
01	Have you filled in and signed the Contract Details Form?	
02	Have you read and understood various conditions of the Contract and shall abide by them.	
<b>TECHNICAL BID</b>		
03	Have you enclosed the EMD of Rs. <b>EMD: Rs.807650.00/-</b> With the Technical Bid?	
04	Have you taken prints of all the Sections of Tender, in the prescribe proper Size and signed on all the pages of the tender documents?	
05	Have you attached proof of having met the following Minimum eligibility criteria?	
06	Legally Valid Entity: Have you attached attested Certificate issued by the Registrar of the firms/Companies.	
07	Registration with Government Bodies like IT, ST, ESIC, EPF, Labour Laws: Have you attached a Registration Copy of each of the Certificate?	
08	Experience: Have you attached the attested experience Certificates issued by the Organizations? <i>Government</i> Departments?	
09	Have you attached the proof of authorization to sign on Behalf of the bidder in the Technical Bid?	
10	Have your Technical Bid been packed as per the Requirements of the Tender?	
<b>FINANCIAL BID</b>		
11	Have your financial Bid proposal is duly filled as per price schedule sealed and signed on all pages?	
12	Have quoted prices against each of the category as per the price schedule?	
13	Have your financial bid been packed as per Tender?	

Section: 6.4

# **UNDERTAKING**

## **(TO BE SUBMITTED BY THE SECURITY AGENCY)**

**Along with each monthly bill for Compliance of the provisions of Contract Labour (Regulation & Abolition) Act, Rules and other laws as applicable)**

I \_\_\_\_\_ s/o \_\_\_\_\_  
proprietor/partner/Director of M/s \_\_\_\_\_, do hereby  
declare and undertake as under:-

1. That in the capacity of Security Agency with regard to security Manpower deployed at (Description of Principal employer) against work order No. ----- dated-----

I / We have complied with the provisions of Contract Labour (R& A)Act 1970 in holding a valid license under the Act and rules thereto. I have paid the wages for the month of \_\_\_\_\_.As per DGR rates /Minimum wage Act to all my employees and no dues are payable to any employee.

2. That I have covered all the eligible employees under the Employees Provident Fund and Miscellaneous Provisions Act and the Employees State Insurance Act and deposited the contribution under our code number for the following months and as such no amount  
Whatsoever is payable.

3. It is certified that the PF challan for Rs.\_\_\_\_\_ and ESI Challan for Rs. \_\_\_\_\_ enclosed with my bill pertains to my workers whose name are appearing in the wage sheet for the month \_\_\_\_\_

4. I further declare and undertake that in case any liability pertaining to my employees is to be discharged by the Principal employer for my lapses, I undertake to reimburse the same or the Principal Employer is authorize to deduct the same from my dues as payable.

Authorised Signatory

M/s \_\_\_\_\_  
(Rubber Seal)

Section: 6.5

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

(To be executed & attested by Public Notary / Executive Magistrate on Rs.10/- non judicial Stamp paper by the Tenderer)

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 and should not have any litigation in any of the labour court(s).

Or

I / We \_\_\_\_\_ (Tenderer) hereby declare that the Firm / agency namely M/s. \_\_\_\_\_ was not 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 the NIT, Raipur, and EMD (Earnest Money Deposit)/ SD (Security Deposit) shall be forfeited.

In addition to the above, the NIT, Raipur will not be responsible to pay the bills for any completed /partially completed work.

DEPONENT

Attested:

(Public Notary / Executive Magistrate) with Date

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

## Section: 6.6

**DECLARATION REGARDING NON PENALIZE/ PUNISH FOR TAKING PART IN TENDER.**

(To be executed & attested by Public Notary / Executive Magistrate on Rs.10/- non judicial Stamp paper by the Tenderer)

I / We \_\_\_\_\_ (Tenderer) hereby declare that the firm / agency namely M/s. \_\_\_\_\_ has not been penalized in the past years by Labour Court, EPFO & ESI by way imprisonment.  
Or

I / We \_\_\_\_\_ (Tenderer) hereby declare that the Firm / agency namely M/s. \_\_\_\_\_ has not been penalized / punished 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 the University, and EMD (Earnest Money Deposit)/ SD (Security Deposit) shall be forfeited.

In addition to the above, the NIT, Raipur will not be responsible to pay the bills for any completed /partially completed work.

DEPONENT

Attested:  
(Public Notary / Executive Magistrate) with Date  
Name \_\_\_\_\_  
Address \_\_\_\_\_

## Section: 6.7

**DECLARATION REGARDING NON PENDING CRIMINAL CASE FOR TAKING PART IN TENDER.**

(To be executed & attested by Public Notary / Executive Magistrate on Rs.10/- non judicial Stamp paper by the Tenderer) I / We \_\_\_\_\_ (Tenderer) hereby declare that the firm / agency namely M/s. \_\_\_\_\_ has no criminal case is pending against Partners / Proprietor / Others.

Or

I / We \_\_\_\_\_ (Tenderer) hereby declare that the Firm / agency namely M/s. \_\_\_\_\_ has not having any pending criminal case against Partners / Proprietor / Others 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 the University, and EMD (Earnest Money Deposit)/ SD (Security Deposit) shall be forfeited.

In addition to the above, the NIT, Raipur will not be responsible to pay the bills for any completed /partially completed work.

DEPONENT

Attested:

(Public Notary / Executive Magistrate) with Date

Name \_\_\_\_\_

Address \_\_\_\_\_

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Section: 6.8

**(ON A STAMP PAPER of Rs.100/-)  
UNDERTAKING**

To

The Director,  
National Institute of Technology, G.E. Road, Raipur-492010(CG)

---

Name of the firm/Agency\_\_\_\_\_

Name of the tender\_\_\_\_\_ Due date:\_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.

2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.

3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed in the NIT Raipur through individual Security Guards Bank Account as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.

4. I/We shall provide strictly all the security guards, necessary security accessories and necessary security training as per the Private Security agencies (Regulation) Act 2005 and must comply with and follow all the provision of Chhattisgarh Rajya Niji Suraksha Abhikaran (Viniyaman) Niyam-2008

5. I/We do hereby undertake that complete security of the NIT Raipur shall be ensured by our Security Agency. The security money deposited by me/us will forfeit in case of any loss is caused to the Institute due to any security lapse, as well as any other Point considered by our Agency. Our Security Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs.\_\_\_\_\_Lakhs (Rupees in words). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone No.

## Section: 6.9

**FORM OF BANK GUARANTEE FOR BID SECURITY**

(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we \_\_\_\_\_  
(Name and address of Bank), having our registered office at \_\_\_\_\_  
(hereinafter called "the Bank") are bound unto. The NIT Raipur,  
\_\_\_\_\_  
(Name of the Institute) (hereinafter called "the Institute") in sum of  
Rs. \_\_\_\_\_ for which payment will and truly to  
be made to the said Employer, the Bank binds himself, his successors and assigns by  
these presents.

WHEREAS \_\_\_\_\_ (Name of Bidder) (hereinafter called "the  
Bidder") has submitted his bid dated \_\_\_\_\_ for providing Security  
Services (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of  
Rs. \_\_\_\_\_ (Amount in figures and words) as Performance Security  
against the Bidder's offer as aforesaid.

AND WHEREAS \_\_\_\_\_ (Name of Bank) have at the request  
of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the Department may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Department and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
  - a. The Bidder, in case the bid is accepted by the Department, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.
  - b. **Sixty days** after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.
4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.



THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his bid; or
- (iii) If the Bidder having been notified of the acceptance of his bid by the Institute during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in the tender document.
- (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- (v) If the contract is terminated for the reason that the agency is blacklisted in any other State Governments/Union Government.

WE undertake to pay to the Department upto the above amount upon receipt of his first written demand, without the Department having to substantiate his demand provided that in his demand the Department will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness  
the Bank

Signature of Authorized Official of

Name of Official \_\_\_\_\_  
Designation \_\_\_\_\_  
ID No. \_\_\_\_\_  
Name of Witness (Stamp/Seal of Bank)

Address of Witness

## Section: 6.10

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of \_\_\_\_\_ between \_\_\_\_\_ (Name of the Bank) (hereinafter called the "Bank") of the one part and NIT, Raipur (Name of the Institute) (hereinafter called the "Institute") of the other part.

2. WHEREAS NIT, Raipur (Name of the Institute) has awarded the contract for Security services contract for Rs. \_\_\_\_\_ (Rupees in figures and words) (hereinafter called the "contract") to M/s \_\_\_\_\_ (Name of the contractor) (hereinafter called the "contractor").

3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).

4. NOW WE the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.

5. After the Contractor has signed the aforementioned contract with the Institute, the Bank is engaged to pay the Institute, any amount up to and inclusive of the aforementioned full amount upon written order from the Institute to indemnify the Institute for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Institute immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Institute any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of \_\_\_\_\_ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the Institute agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge

himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Institute and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.

9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions "the Department", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (year) being herewith duly authorized.

For and on behalf of the \_\_\_\_\_ Bank.

Signature of authorized Bank official

Name \_\_\_\_\_

Designation \_\_\_\_\_

I.D. No. \_\_\_\_\_

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of:

Witness-1.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Witness-2.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

## Section: 6.11

**NATIONAL INSTITUTE OF TECHNOLOGY,RAIPUR.  
FORM OF AGREEMENT**

THIS AGREEMENT is made on the \_\_\_\_ day \_\_\_\_\_(Month)\_\_\_\_\_(Year) Between the President of India through \_NIT, Raipur ,G.E. Road, CG(hereinafter called “the Institute” which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND \_\_\_\_\_ (Name and address of the contractor) through Shri \_\_\_\_\_, authorized representative (hereinafter called “the contractor” which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Security services to the NIT Raipur (Name of the Institute) for providing safety, monitoring and surveillance of the Institute.

NOW THIS AGREEMENT WITNESSETH as follows:-

1.In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.

2.The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:

- a. Tender Notice
- b. Section-1(Technical Proposal Submission Form)
- c. Section-2(Instructions to the Bidders)
- d. Section-3(General Conditions of Contract)
- e. Section-4(Schedule of Works /Requirements)
- f. Section-5(Price Schedule)
- g. Section-6(All Forms)

3.In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to execute and the Security services w.e.f \_\_\_\_\_ as per the provisions of this Agreement and the tender document.

4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. \_\_\_\_\_ ( \_\_\_\_\_ Rupees in words)

5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor

For and on behalf of the President of India

Signature of the authorized official  
Name of the official

Signature of the authorized Officer  
Name of the Officer

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

By the said

By the said

\_\_\_\_\_Name

\_\_\_\_\_Name

on behalf of the Contractor in  
the presence of:

on behalf of the Employer in  
the presence of:

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Telephone No: \_\_\_\_\_