



NATIONAL INSTITUTE OF TECHNOLOGY PUDUCHERRY

(An Institution of National Importance under Ministry of Human Resource Development, Govt. of India)

THIRUVETTAKUDY, KARAICAL - 609 609, INDIA.

NOTICE INVITING TENDER FOR OUTSOURCING OF SECURITY SERVICES

TENDER SUMMARY	
Tender Reference Number and Date	NITPy/Security/2019/008 dated 03.07.2019
Brief Description of the Tender	<p>Tender for Outsourcing of Security Services to National Institute of Technology Puducherry (NITPy) Campus.</p> <p>Number of Security Guards required per shift: 15 Number of Security Shift in-charge per shift: 01 Number of Security Security Supervisor per day: 01 Number of Shifts per day: 3, Each of 8 hours duration</p> <p>Note: NIT Puducherry reserves the right to increase or decrease the number of security guards and supervisor as per the realistic requirement before the date of issue of contract and during the execution of contract.</p>
Type of Tender	Two Bid System
Website address for downloading the tender document	www.nitpy.ac.in
Earnest Money Deposit (EMD) (Refundable)	<p>Rs. 30,000/- (Rupees Thirty Thousand Only) should be paid through online State Bank Collect mode.</p> <p>Procedure to pay through State Bank Collect:</p> <ol style="list-style-type: none">1. Click the following State Bank Collect link https://www.onlinesbi.com/sbicollect/icollecthome.htm2. Select State as "Puducherry".3. Select institution as "Govt. Institutions"4. Select Educational Institutions as "National Institute of Technology Puducherry"5. Select Payment Category as " Administrative Miscellaneous".6. Pay the EMD amount. <p>The proof of EMD payment should be submitted along with Bid. The EMD will be returned to the unsuccessful tenderers.</p>
Date of Pre-bid meeting	July 10, 2019, Wednesday at 03.30 p.m. (Venue: Guest House, NIT Puducherry)
Validity of Bid	Validity of Bid is 90 days.
Last date and time for receipt of Bid	July 29, 2019, Monday up to 03.00 p.m.

Mode of submission of tender	By Speed Post / Registered Post / Courier / By Hand at the Despatch Section, NIT Puducherry, Karaikal
Date, time of tender opening (only Technical Bids)	July 29, 2019, Monday at 03.30 p.m.
Date and time of opening of Financial Bids	After the evaluation of technical bids, the schedule of opening of the Financial Bids will be intimated only to the technically qualified bidders.
Address for the submission of tender	The Director, National Institute of Technology Puducherry, Thiruvettakudy, Karaikal – 609 609, Union Territory of Puducherry with the superscription “Tender for Outsourcing of Security Services, Reference: NITPy/Security/2019/008 dated 03.07.2019” .
Procedure for sealing and marking of bids	Envelope 1: Proof for EMD payment or Valid Certificate from NSIC and Technical Bid Envelope 2: Financial Bid Larger Size Outer Envelope (Wrapper) containing Envelopes 1 and 2. (Tenders and all Envelopes must be properly sealed; NIT Puducherry will not consider any tenders that are received in open condition.)
Contact Person for any queries related with this tender	Chairman – Security Committee, NIT Puducherry, Karaikal – 609 609. Phone: 04368 – 265235 (Extension: 211) E-mail ID: chmn-security@nitpy.ac.in
Duration of the Contract	One Year. Based on the satisfactory performance of the Security contract Agency and the duration of the contract may be extended for two more years, based on quarterly evaluation and recommendation of the processing Committee constituted for the purpose as may be necessary, by the Director.
Performance Security Deposit	The Successful Bidder must furnish Security Deposit equivalent to one-month gross wages through State Bank Collect mode. Alternatively, 50% can be deposited through State Bank Collect mode and remaining 50% will be deducted in five equal installments of 10% each, in 5 months.
Deed of Agreement is to be executed by the successful bidder on a non-judicial stamp paper of appropriate value in the prescribed format.	

**-Sd-
Registrar**

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NOTICE INVITING TENDER

Tender Notification No.: NITPy/Security/2019/008 dated 03.07.2019

Sealed Tender is invited from Professional / Reputed Security Agencies for “Outsourcing of 24 × 7 Security Services, Quick Response Team, Intelligence Services, Emergency Services, Parking Management, Crowd Management, Crisis Management and other Security Related Services including Manpower, Machines, Gadgets, Vehicles, Supervisory Staff, Protective Items etc., in the Campus of National Institute of Puducherry (NITPy), Thiruvettakudy, Karaikal – 609 609”. The bidder should have appropriate resources, necessary expertise, requisite manpower, proper co-ordination and supervisory skill and ability to undertake the work. The details and the essential conditions are stated below:

S.No.	Category	Shift – A 06.00 a.m. to 02.00 p.m.	Shift – B 02.00 p.m. to 10.00 p.m.	Shift – C 10.00 p.m. to 06.00 a.m. (Next day)
1.	Shift in-charge (Ex-serviceman)	01	01	01
2.	Security Guards (Ex-servicemen)	03	03	03
3.	Security Guards (Civilian - Male)	10	10	10
4.	Security Guards (Civilian - Female)	02	02	02
Total Requirement per shift		16	16	16
Security Supervisor (Ex-Serviceman)		01 (Number of duties should be Six days per week and the one day must be provided as weekly off and the day of weekly off should be intimated to Chairman – Security Committee at the starting of the contract)		
ESSENTIAL CONDITIONS:				
<ol style="list-style-type: none">1. Security Guards should be given physical exercises and training for at least 15 minutes daily to maintain the Physical fitness and Security activities.2. The security personal should be deployed in three shifts per day (8 hours per shift) and no person should be forced to work continuously for more than 8 hours per day in any situations. Continuous deployment/overtime for more than 8 hours/double duties are not allowed.3. No person should be forced to work for more than six duties continuously and the contracting agency should recruit sufficient number of security personnel in connection with the provision of weekly off for all security personnel. The contractor should provide the Security Guards/Shift In-Charge on all days that include Saturday, Sunday and Public Holidays.				
Note: NIT Puducherry reserves the right to increase or decrease the number of security guards and supervisor as per the realistic requirement before the date of issue of contract and during the execution of contract.				

NIT Puducherry reserves the right to go for multiple contracts for providing contract Security Services if a single agency is unable to supply the required Manpower either at the beginning or in between the contract period. The duration of the contract against this tender is **ONE YEAR** with terms and conditions. If the performance of the successful bidder is found to be satisfactory during the initial one year, the duration of the contract may be extended by The Director, National Institute of Technology Puducherry, Karaikal – 609 609 on the recommendation of the Processing Committee constituted for the purpose for a further period as may be deemed fit by the Director.

THE SELECTED AGENCY SHOULD BE IN A POSITION TO COMMENCE THEIR SECURITY SERVICES FROM 01.09.2019.

NIT PUDUCHERRY RESERVES THE RIGHT TO CANCEL THE ENTIRE TENDER PROCESS WITHOUT GIVING ANY ADVANCE NOTICE AND ASSIGNING ANY REASON.

CHAPTER 1: PRE – QUALIFICATION CRITERIA

- 1.1. The Security Agency should possess all valid Statutory Registration/Approvals/License/Permit for running Security Service Agency i.e., the Agency should have registered with the Central Labour Commissioner, Income Tax Department, Employees Provident Fund Organization, Employees State Insurance and Service Tax Authorities. Further the Security Agency shall be a registered contractor under Contract Labour (Regulation and Abolition) Act, 1970.
- 1.2. The Average Annual Turnover of the Security Agency during the last three years ending 31st March 2019 should be Rs. 3 Crores (Rupees Three Crores). A Printed copy of the Annual Accounts duly audited and certified by the Chartered Accountants must be enclosed with the technical bid. Year in which no turnover is shown would also be considered for working out the average turnover.
- 1.3. Experience of having successfully completed **Similar Works*** during last Seven years ending 31st December 2018 should be any of the following:
 - 1.3.1 Three (3) similar completed Security Services contracts Annual Value not less than Rupees 1 crore each.

OR
 - 1.3.2 Two (2) similar completed Security Services contracts Annual Value not less than Rupees 1.5 crore each.

OR
 - 1.3.3 One (1) similar completed Security Service contract Annual Value not less than Rupees 2 crore.

*** Definition of Similar Works:** Providing of Security Services to renowned Educational Institutions such as National Institutes of Technology, Indian Institutes of Technology, Indian Institutes of Management, Indian Institute of Science, Institutes funded by the Central Government of India, Central / State Universities, Central or State Public Sector Undertakings / Government owned Institutions, Public Sector Banks, Reputed Private Sector Organizations.
- 1.4. The bidder should have experience in having provided security services during the last Seven years ending 31st December 2018 as per the following details:
 - 1.4.1 Three (3) similar completed works in the same year wherein total number of Security Guards deployed was not less than 50 each.

OR
 - 1.4.2 Two (2) similar completed works in the same year wherein total number of Security Guards deployed was not less than 75 each.

OR
 - 1.4.3 One (1) similar completed work wherein total number of Security Guards deployed was not less than 100.
- 1.5. Performance Certification: The bidder's performance for each work completed in the last three years should be certified by the responsible official from the concerned service receiver for whom similar security service was provided.

- 1.6. The agency should possess license from the appropriate authority under the Private Security Agencies (Regulation) Act, 2005.
- 1.7. The security agency should possess licenses in Form VI Contract Labour (Regulation and Abolition) Act issued by State/Central Government for carrying out security services.
- 1.8. The agency must have security service license from the Home Department of the respective State Government or from Government of India.
- 1.9. The security agency should have the Registration certificate of their registration with the Labour Department of the Government of India.
- 1.10. Manpower in Payrolls: The Bidder should have a single work order for providing 75 number of security personnel to a reputed organization preferably Government/PSU/Educational/RandD, Establishments during the last three financial years (Up to 2018-19).
- 1.11. Ability to provide additional security: The agency must have the ability to provide additional Twenty (20) security guards at short notice period, on the same terms and condition. The additional security guards irrespective of their gender, designation and time duration hired for the above mentioned any activity will get only their minimum wages and the agency will get the service charge only which is mentioned in the price bid of the tender document.
- 1.12. Ability to pay three months monthly payment and all statutory dues of security personnel deployed in the NIT Puducherry Campus: The agency must have the financial ability to pay the monthly wages of the security personnel and all other necessary statutory dues to the deployed manpower in the NIT Puducherry Campus for a minimum period of three months in the event of delay in the release of payment from the NIT Puducherry due to any administrative / technical reason(s).
- 1.13. The agency must be able to pay the payment of minimum wages, allowances, bonus and other statutory dues in first week of consecutive month without waiting for the release of payment from NIT Puducherry.
- 1.14. Ability to set up security office in NIT Puducherry @ free of cost: The selected agency must set up their own security office in the NIT Puducherry Campus by displaying the agency's name plate along with the company's officialdom and officiating authority/officers/managers in their HQ branch/head/zonal office with land line telephone number, mobile numbers, e-mail address etc.,
- 1.15. NIT Puducherry will provide an unfurnished office room with electricity and water at the main gate of the institute @ free of cost. The security office requires being operational 24 x 7 and 365 days basis (366 days in case of leap year). All the necessary requisition, instructions, information and message of the NIT Puducherry authorities, students and communities should be received positively without any

delay and react as per the requirement and instruction given by the Chairman – Security Committee.

- 1.16. The agency's security office must be equipped with their own Computer and Printer, necessary stationary items and a minimum of 04 Mobile Phones (One for Security Supervisor, Three for three shift-in-charges). The Mobile Phone must be with Active SIM and the SIM card must be in the name of Agency/Company.
- 1.17. The agency must provide all the UAN and other labour welfare, labour social security information to the deployed security personnel and Chairman – Security Committee of the institute from time to time in the way of printout.
- 1.18. EMERGENCY CELL/QUICK RESPONSE TEAM: The agency shall create an Emergency Cell/Quick Response Team with 24/7 contact numbers in order to attend to the round the clock (24/7) calls for all types of Security needs and other miscellaneous works as per the requirement from the various units/sections/offices of the Institute.
- 1.19. The bidder should have a well-established Registered Office or Zonal Office or Branch Office anywhere in the Union Territory of Puducherry or State of Tamil Nadu.
- 1.20. As a proof of financial capability, the bidder should furnish a Solvency Certificate issued by a Nationalized Bank in favour of "The Director, National Institute of Technology Puducherry" for a minimum amount of Rs. 20 Lakhs. Original should be produced before the bid evaluation process.

CHAPTER 2: TENDERING PROCESS

- 2.1. The tender document and terms and conditions can be downloaded from our website www.nitpy.ac.in under tenders and notices link.
- 2.2. The sealed tender should be submitted on or before **July 29, 2019, Monday up to 03.00 p.m.** through Speed Post / Registered Post / Courier / By Hand at the Despatch Section, NIT Puducherry, Karaikal and addressed to The Director, National Institute of Technology Puducherry, Thiruvettakudy, Karaikal – 609 609, Union Territory of Puducherry. In addition, the sealed envelope must have superscription **“Tender for Outsourcing of Security Services, Reference: NITPy/Security/2019/008 dated 03.07.2019”**.
- 2.3. The Bidders are advised to study the tender document thoroughly. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. In case of doubt, written clarifications shall be obtained, but this shall not be a justification for late submission of the bid or request for extension of due date. Bids should strictly be in accordance with the tender terms and conditions and our specifications.
- 2.4. No conditional / optional bid shall be accepted, and the bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of Bids. Any deviation from the terms and conditions of this tender may render the bids liable for rejection.
- 2.5. If in any case, unscheduled holiday occurs on prescribed closing/opening date, the next working day shall be the prescribed date of closing/opening for the bids.
- 2.6. NIT Puducherry shall not take any responsibility for any process of delay in receipt of the tender. Tender should be properly sealed. NIT Puducherry will not consider any tenders that are received in open condition.
- 2.7. The tenders submitted by Telex/Telegram/Fax/E-mail etc., shall not be accepted and will be summarily rejected.
- 2.8. The bid must be accompanied with proof of payment for Earnest Money Deposit (EMD) of Rs. 30,000/- (Rupees Thirty Thousand Only). The EMD of the successful bidder shall be treated as a part of the security deposit and the EMD of the bidders, whose bids are not considered for placing order, the Earnest Money Deposit will be refunded without any interest within 45 days from the date of issue of Purchase Order to the successful bidder.
- 2.9. The bidders who are registered with National Small Industries Corporation (NSIC) are exempted from EMD. However, for claiming this exemption, the bidders must furnish an attested copy of the exemption certificate indicating Date of registration, validity period of the registration, whether registered for items for which tender has been floated.

- 2.10. The Tender document consisting of Technical Bid and Price Bid should be submitted in the Prescribed Format only. At the first stage, the Envelope containing the proof of EMD payment or Valid Certificate from NSIC will be opened at the scheduled time of opening of Tender (Date: July 29, 2019 (Monday) Time: 03.30 p.m., (Venue: Guest House, NIT Puducherry)). The names of those who have submitted their bids along with the details of their remittance of EMD will only be read out and no other information/details whatsoever will be furnished. Without EMD, the Technical Bid will not be opened, and the Tender will be rejected summarily.
- 2.11. The second stage, the envelope containing Technical Bid will be opened on scheduled time (Date: July 29, 2019 (Monday) Time: 04.00 p.m., (Venue: Guest House, NIT Puducherry)) in the presence of the bidders or their authorized representatives, who choose to be present at the time of opening.
- 2.12. **Price bid will be opened only for tenderers those who have qualified as per the criteria laid down in Chapter - 10 under the heading "EVALUATION SCHEME OF THE BIDS" of the tender document. The date of opening of price bid will be informed later to the agencies qualified in the technical bid.** The ranking will be arrived based on the total cost that includes the expenses on the wages, EPF contribution, ESI contribution, Bonus amount, the administrative charges, the service charges and any other charges quoted in the price bid.
- 2.13. **All pages of the tender document should be signed by the person or persons duly authorized to sign, on behalf of the bidder along with the official stamp of the bidder. No paper/page shall be detached, and No addition or alternation should be made in the tender document. Conditional tender, late and delayed tender will not be accepted/considered.**
- 2.14. **Printed condition at the back of the letter or bid from the tenderer will be ignored.** If the bidders desire to have any clarification regarding the conditions of the tender, the tenderer should raise such issues at the pre-bid meeting. NIT Puducherry reserves the right to revise the terms and conditions of the tender after the pre-bid meeting.
- 2.15. Bids should be clearly written or typed without any cutting or over writing. All cutting or over writing must be initialled and stamped. Bidders must confirm the acceptance of all the terms and conditions of the tender.
- 2.16. Making misleading or false representation in the bid document will lead to disqualification of the bidder resulting in forfeiture of EMD amount.

CHAPTER 3: PRE – BID MEETING

- 3.1. It is proposed to conduct a Pre – Bid meeting on July 10, 2019, Wednesday at 03.30 p.m. (Venue: Guest House, NIT Puducherry). The purpose of the meeting is to provide any clarifications raised by the prospective bidders on technical bid and commercial terms and conditions of this tender.
- 3.2. In view of the above, prospective bidders are advised to submit their clarifications, if any, through e-mail, (e-mail ID: chmn-security@nitpy.ac.in) before the date of Pre–Bid meeting. Further, on the date of the meeting, the clarifications should be given in writing.
- 3.3. Any modification of the bidding documents which may become necessary as a result of the Pre–Bid meeting shall be made known to all the prospective bidders by the Internal Selection Committee through a notification of amendment in the website of the NIT Puducherry. No clarifications will be entertained after the pre-bid meeting. No extension of time will be given for submission of tender on any account, beyond the last date for submission of tender.

CHAPTER 4: INSTRUCTIONS REGARDING SEALING AND MARKING OF BIDS

- 4.1. Procedure for sealing and marking of bids: The Tender/Bid Cover shall contain the following:

Envelope – I should contain the Earnest Money Deposit or NSIC Certificate and the Technical Bid along with enclosures required in the Tender document. The envelope should be sealed and superscribed as “**EMD**” and “**TECHNICAL BID**” cover.

Envelope – II should contain the Financial Bid. This envelope should be sealed and superscribed as “**FINANCIAL BID**” Cover.

All the above mentioned are to be sealed in **TWO SEPARATE ENVELOPES** and kept in one single larger size outer envelope which should also be sealed and superscribed as mentioned below.

- 4.2. Each of the ABOVE ENVELOPES shall be superscribed with following details:
Tender reference Number: _____
Name and Complete address of the Bidder: _____
- 4.3. All the envelopes should be sealed and marked as instructed above. If not, NIT Puducherry will assume no responsibility for the misplacement or premature opening of any of the envelope. An envelope opened prematurely will be rejected.
- 4.4. There shall NOT be any price indication in the technical bid. If for any reason, it is found that the technical bid reveals the price bid related details in any manner whatsoever, or, the price bid is enclosed in the envelope superscribed, “Technical Bid”, the bid document will be summarily rejected in the first instance itself. Any tender containing both the Technical bid and Price bid in the same envelope will also be summarily rejected.

CHAPTER 5: SCOPE OF WORK AND REQUIREMENT

Note: The selection process of Guards will consist of physical/written/oral test by NIT Puducherry through the selected contract agency. The physical test will consist of running or as decided by the NIT Puducherry. Written test will consist of Basic English, Tamil knowledge and as decided by the NIT Puducherry administration. The selection of security guard will be carried out by the competent authority in the presence of NIT Puducherry official / NIT Puducherry authorized personnel.

The contractor shall have to provide Intelligence, Surveillance, Patrolling Protection and Security Service on round the clock in 8 hours per shift duty pattern, as the case may be, at NIT Puducherry premises and movable and immovable properties as per the requirement given by Security Committee by deploying trained security personnel.

The scope of work also includes induction, deployment of trained security personnel, constant monitoring of check posts, survey, surprise checks, reviewing and reporting security matters to concerned officer, handling all security requirements of the institute independently and recommending measures to improve the security arrangements.

5.1. The scope of this tender is for providing effective and efficient round the clock security services at NIT Puducherry and its premises and involves jobs such as:

1. Watch and Ward
2. To protect institute property and personnel on duty round the clock.
3. To take proper steps to ensure full safety and security of all employees, NIT Puducherry property including residential premises.
4. Prevention of theft, loss and damage to NIT Puducherry property.
5. Safety of movable and immovable property of NIT Puducherry.
6. Check the pilferage and implement anti-theft measures of institute property.
7. To gather intelligence inputs and share vital information related with institute law and order to officer in-charge for security.
8. To ensure no unauthorized person enters the premises and creates any kind of disturbance.
9. Regulating entry, exit and parking of vehicles.
10. Crowd management (Institute Functions, Convocations and any crowd gatherings).
11. Preventing entry of unauthorized person and vehicle inside the campus.
12. To guard against thefts, pilferage, fire and other damage to the property of the institute including protecting the institute and its personnel against terrorist/rioters/saboteurs/calamities etc.,
13. Ensure that no unauthorized person or vehicle get entry/exit into the guarded premises in an irregular manner, during any part of the security.
14. To monitor and check vehicular traffic at gate and all areas inside the institute.

15. Regulate traffic at vital junction and implement traffic rules inside the campus.
16. To carry out search of staff and vehicles of the institute as directed time to time.
17. To guard and escort VVIP/VIP/Visitors inside the campus as directed by the officer in-charge for security of NIT Puducherry.
18. To provide personal security to the Director and Guests of the institution when desired.
19. To guard and escort visitors inside the institute after completing necessary formalities when required.
20. Regulating entry and exit of materials.
21. Control the movement of goods inside and outside the institute and monitor loading and unloading of the materials within the institute premises.
22. Check and maintain the record of all outgoing materials through the main gate, through gate pass duly signed by the authorized officers of the concerned department/section.
23. To maintain record of incoming and outgoing vehicles at all times and regulate them in consultation with officer in-charge for security.
24. Frisking of daily/casual labours, entering inside the campus.
25. Check/search/control staff engaged by the contractor or person having business with NIT Puducherry.
26. Carrying out constant patrolling of the campus.
27. To man the static posts and patrolling beats, covering all strategic points and vulnerable areas. The posts and beats will be fixed in consultation with the Security Committee of NIT Puducherry.
28. Patrolling at the pumping station and powerhouse of the NIT Puducherry.
29. Driving away stray animals from NIT Puducherry Campus.
30. Controlling Cattle and Dog Menace.
31. No stray cattle/dogs should access the garden/guarded area of the NIT Puducherry campus.
32. Regular checking of all blocks and buildings of the institute.
33. Ensure safe custody of keys and maintain the key register.
34. Ensure proper locking/unlocking of all the doors and windows of all the office and department and report to duty officer, if any door is not locked after office hours.
35. Allow no unauthorized persons except the staff members with due permission of the competent authority in the guarded (Departmental, Lab, Main Building) area.
36. To keep record of staff members who are required to sit beyond office hours or attend office on Saturdays/Sundays and closed holidays in a register and obtain their dated signatures/letter of permission and appraise office in-charge security.
37. To maintain complete record of visitors to main building, department, office and at all gates.
38. To report unusual events in suspicious circumstances occurring in the area of premises, to the officer in-charge for security.

39. To escort cash from one place to another, as and when desired by the institution.
40. To make fool proof arrangement in the prevention of loss by fire and ensure the 100% serviceability and roadworthiness of fire equipment and fire tenders in coordination with the institute's fire department.
41. Mobilizing security guards to extinguish fire when incidents of fire occur in the campus.
42. Be conversant with the location of fire alarm switches, hydrant and fire extinguishers and operate them at times of need and assist the fire brigade in their operation.
43. To coordinate with the local police authorities/Fire officials/Municipal Officials/Civil Hospitals, as and when necessary for the efficient discharge of duties by the security personnel.
44. Render First Aid Services and support in managing any crisis or calamities.
45. Conduct exercises in firefighting and first aid for the institute employees in case ordered to do so.
46. To frame suitable security work practices and code of conduct in consultation with the institute Security Committee.
47. To carry out regular hoisting and lowering of the National Flag according to the stipulated timing.
48. To carry out Independence Day and Republic Day ceremonial Parades, for the NIT Puducherry.
49. To provide sufficient number of security guards/supervisors as required from time to time managing the security requirements at our works round the clock.
50. Carry out other tasks allotted by the Security Committee in the interest of security.
51. Carry out perimeter and link patrolling in and around the institute and submit weekly perimeter report to security committee.
52. To check and report streetlights function ability.
53. The entire security personnel should be thoroughly trained in security duties, first aid, firefighting and the institute may examine their proficiency at any point of time. The service provider also undertakes to carry out regular drill practice for its person.
54. During the time of any meetings, VIP Visits, Special Events, Functions etc., during the same the contractor or its representative will have to coordinate the whole event and would be responsible for any untoward incidents.
55. To drive institute vehicle, as and when required with the approval of the Security Committee.
56. The contractor shall be responsible for safeguarding the NIT Puducherry premises, properties, fixture, furniture, vehicle, stores, etc., and shall be liable to reimburse any financial loss incurred by NIT Puducherry arising out of theft/pilferage, carelessness and negligence of duty or dishonesty or connivance of contractor's security personnel with others causing any loss to NIT Puducherry. This will be recovered at market rate prevailing at the relevant time.

57. Any works/duties that are not specifically defined in this scope of work and document and entrusted by the Competent Authority /Security Officials to the personnel engaged by the security agency, the security agency is liable to get all such works done as directed by the Security Committee. The right to define and interpret the nature of work lies with the Competent Authority of NIT Puducherry and the security agency will have no right to question the authenticity of these rights and shall have to complete the works as specified without delay and these works will be carried out by the workman engaged by the security agency.
58. Crisis management in case of any emergency situations.
59. The security services should be provided in three shift per day and the shifts detail is stated below:
 - *A Shift – 06.00 a.m. to 02.00 p.m.
 - *B Shift – 02.00 p.m. to 10.00 p.m.
 - *C Shift – 10.00 p.m. to 06.00 a.m. (Next day).
 - *NIT Puducherry reserves the right to alter the shift timings according to the institute administrative and technical requirements.

- 5.2. The Vehicles provided by the Security Agency shall compulsorily be in reasonably good condition/preferably brand new, so as to ensure efficient service.

The Security Agency has to ensure that the four wheeler vehicle/jeep deployed for patrolling duty. The vehicle must cover minimum 10 km per shift within the Institute campus and for Security round and patrolling and for Guard Check, Two Wheeler should be used and should cover all the post. Approximate distance will be 10 km per shift.

For the mileage covered over and above, outside the jurisdiction of NIT Puducherry, for any duty, that such arise, the Institute shall pay as per the mileage of the vehicle @ rate of fuel/litre. The agency should submit a mileage certificate from a reputed vehicle agency/dealer under the dealer's letter head.

The four wheeler and two wheeler being out of order for more than one day will attract penalty of Rs. 500/- per shift. All patrolling vehicles should run minimum of 10 km per shift, however NIT Puducherry will not do any reimbursement on account of vehicles usage. For running the vehicle 10 km per shift, no fuel charges will be paid.

- 5.3. The following documents should be maintained by the shift in-charge and security supervisor for security,
 1. Daily Attendance Register
 2. Guard Checking Register
 3. Daily orders Briefing Register
 4. Roll Call Register
 5. Beat book for every post
 6. Duty/Occurrence Register
 7. Daily perimeter Report

8. Vehicles IN/OUT Register
9. Material IN/OUT Register
10. Keys Register
11. Charge Handing/Taking over Register
12. Visitor Register
13. Daily Progress Report/Situation Report Register
14. Contractor Labour movements register

Note: These Register/Stationery will be provided by the agency. These documents will be put up for verification on daily basis to Security Committee, NIT Puducherry.

- 5.4. **Ability to depute company's dedicated Field/Area officer in the NIT Puducherry Campus:** The selected agency should depute/detail the company's dedicated Field/Area officer in the NIT Puducherry campus for sorting out the issues arising and related to Security Services provided by the agency and play the liaison officer between the agency and the NIT Puducherry administration. Every 15 days the Field/Area officer should compulsorily visit the NIT Puducherry authorities and campus.
- 5.5. No person who has been convicted by a competent court/who has been dismissed or removed on grounds of misconduct or moral turpitude while serving in any of the armed forces of the Union, State police organization, Central or State Government or in any private security agency shall be employed or engaged as a security guard, shift in-charge or supervisor.
- 5.6. Essential qualification and other eligibility criteria for the Security Guards:
 - 5.6.1 Minimum educational qualification of 12th Standard or equivalent for Civilian and 10th standard for Ex-Servicemen.
 - 5.6.2 Age should be in the range of 25 – 45 for Civilians and 40 – 55 for Ex-servicemen. However, 25 % of the Ex-Serviceman in any shift between 55 to 60 years of age can be deployed.
 - 5.6.3 Be healthy, smart with good physical bearing with at least 165 cm height and 80 cm chest measurements. (Except Hill tribes)
 - 5.6.4 Be trained in handling standard firefighting equipment. 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 firefighting extinguishers and control the fire.
 - 5.6.5 Be able to maintain documents as per the guidelines of the NIT Puducherry and the instructions of the Security Committee, NIT Puducherry.
 - 5.6.6 Should have knowledge in First Aid/Driving of vehicles/Modern Security Gadgets etc.

- 5.6.7 All Security Guards posted must be able to communicate in English of which at least 30% of the guards must be able to communicate in Tamil. At least 10% of the Security Guards should be able to communicate in Hindi.
- 5.6.8 They should preferably have work experience for at least 2 years in security assignment in similar organization like NITs, IITs, CFTIs, IIMs, Central / State funded organizations, etc.,
- 5.6.9 NIT Puducherry reserve the right to relax or remove any/all the above conditions.
- 5.7. Essential qualification for the Security Shift In-charge and Security Supervisor:
 - 5.7.1 Ex–Serviceman not below the rank of Junior Commissioned Officer.
 - 5.7.2 Minimum educational qualification of any Bachelor’s Degree.
 - 5.7.3 Age should be in the range of 40 – 55.
 - 5.7.4 Ex–Servicemen with work experience of at least 10 years in Military/Paramilitary forces.
- 5.8. NIT Puducherry reserves the right to increase or decrease the number of Security Guards and the ratio of Ex–Servicemen and Civilians as per the realistic requirement.
- 5.9. In case the service is not found to be satisfactory, the contract shall be terminated by NIT Puducherry by giving notice of one month to this effect. However, the contract can be stopped by giving a written advance notice of 3 months by the security agency under contract.
- 5.10. A record of every lapse small or big to be maintained by the NIT Puducherry Authorities and a weekly meeting with the representative of the Company and Security Committee will be held and minutes of the same recorded for compliance.
- 5.11. No employee of the Agency shall work for more than 26 days in a month or as specified by Labour Laws. Without prior approval of the NIT Puducherry, no employee of the agency shall be deployed over time. No overtime wages will be paid by the NIT Puducherry.
- 5.12. No Security Guard who has performed duty during night shift should be deployed for duty immediately in the following day-shift of the next day. Continuous overtime/deployment for more than 8 hours/double duty is not allowed.
- 5.13. Agency should abide by all laws of Republic of India including, Labour Laws (ESI, EPF, Bonus, Income Tax or any other extra taxes levied by the Government) Companies Act, GST and TAX Deduction liabilities, Welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially

enumerated and defined herein, though any such onus should be the exclusive responsibility of the Agency, and the agency should not involve the NIT Puducherry in any way what-so-ever.

- 5.14. Agency shall deposit an amount which is equal to one month total wages of all security of guards, shift in-charge and supervisor. The security deposit should be paid within 15 days of acceptance of the work order by the agency and it should be kept at NIT Puducherry for the entire duration of the contract. No interest will be payable by the NIT Puducherry on the security deposit amount.
- 5.15. If the security personnel come to know any unwarranted activities by outsiders, it should be brought to notice of the authorities of NIT Puducherry. The security personnel should continue to work according to the directions of NIT Puducherry Administration.
- 5.16. Security personnel shall refrain from using slang or profanity in conversation at any time while in and around NIT Puducherry, whether on or off duty. They should bear in mind that their conduct is at all times a direct reflection on themselves. Abuse, disrespect or insulting actions toward fellow workers or NIT Puducherry employees will not be tolerated for any reason.

CHAPTER 6: GENERAL TERMS AND CONDITIONS

In these general conditions of contract, the following terms shall have the meaning hereby assign to have, except shall the context otherwise requires

- 6.1. The “Contract” means the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to the contract. All these documents as applicable taken together shall be deemed to Form the contract and shall be complimentary to one another.
- 6.2. The “Contractor” means the individual, firm or company whether incorporated or not and shall include the legal representatives of such individuals around composing the firm or company or the successors of the firm or company and the assigns of such individual or firm or company and includes term “agency” referred to in the contract. National Institute of Technology Puducherry herein after referred to as NIT Puducherry shall mean the Director, or as other Administrative Officer of the NIT Puducherry including any competent officer authorized to invite tenders and enter into contract for works on behalf of NIT Puducherry”.
- 6.3. **‘Work to be carried out’**
The Contract shall include all labour and materials, tools and machinery which may be required for the execution of the work. The contractor/agency shall be deemed to have satisfied himself as to the nature of the work, facility of access and all materials affecting the execution of the work. No extra charges consequent on any misunderstanding in these aspects or otherwise will be allowed.
- 6.4. **‘Deviations’**
The Contractor shall not carry out any work not covered under this contract expected in pursuance of the written instructions by the Director, National Institute of Technology Puducherry or anybody authorized by the Director, National Institute of Technology Puducherry.

The assignment of Transfer of Contract

The Contractor shall not without the prior written approval of the Director, National Institute of Technology Puducherry or anybody authorized by the Director, National Institute of Technology Puducherry assign or transfer the contract or any part thereof or any share or interest thereon to any other persons. No sum of payment which may become payable under the contract shall be payable to any person other than the contractor unless the prior written approval of the National Institute of Technology Puducherry to the assignment or transfer of such money is given.

Sub-Contract

The Contractor shall not sublet or license or otherwise any portion of the contract without the prior written approval of National Institute of Technology Puducherry.

- 6.5. The contract will be issued initially for a period of one year. The execution of contract shall be reviewed periodically. The requirement of actual manpower may

vary according to the need and may be reviewed/reduced/enhanced as and when required during the contract period. Based on the satisfactory performance of the Security contract Agency and the duration of the contract may be extended for two more years, based on quarterly evaluation and recommendation of the processing Committee constituted for the purpose as may be necessary, by the Director, National Institute of Technology Puducherry.

- 6.6. The contract may be terminated before the expiry of contract period owing to deficiency in service or substandard quality of the service by the successful bidding Company/Firm/Agency. Further, NIT Puducherry reserves the right to terminate contract at any time by giving one month notice to the successful bidder.
- 6.7. The bidder shall not be allowed to transfer, assign, or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NIT Puducherry.
- 6.8. The agency shall obtain and produce license under the “The Contract Labour (Regulation and Abolition) Act 1970 from the labour department. The agency should maintain and if necessary, submit to NIT Puducherry for inspection on demand the records such as Muster roll, Payment register, etc.
- 6.9. The bidding agency will be bound by the details furnished by them to NIT Puducherry, while submitting the bid or at subsequent stage. In case, if, any of such document/s furnished by the firm is found to be false, it would amount to breach of terms of contract and the agency is liable for LEGAL ACTION besides termination of contract.
- 6.10. The bidder should ensure that the security personnel deployed at NIT Puducherry conforms to the STANDARDS prescribed in the Tender Document.
- 6.11. The successful bidder should furnish the following documents in respect of each security personnel deployed at NIT Puducherry, before the commencement of contract.
 - 6.11.1 List of trained security personnel identified/selected by the agency for the deployment at NIT Puducherry, with Bio-data i.e. date of birth, age, qualification, address etc.
 - 6.11.2 Character certificate from a Gazette Officer of the Central/State Government.
 - 6.11.3 Certificate of verification of antecedents of persons by local police authority.
- 6.12. In case, the personnel employed by the successful bidder commits any act of Omission/Commission that amounts to Misconduct/Indiscipline/Incompetence/Security risks, the selected agency shall take appropriate disciplinary action against such personnel immediately when such

instances are brought to the notice of the Agency, failing which it would amount to breach of contract and may lead to termination of contract.

- 6.13. The selected agency should provide identity cards to the personnel deployed at the NIT Puducherry having the photograph of the personnel and personal information such as name, designation, address and identification mark etc., attested by the Chairman – Security Committee at the NIT Puducherry.
- 6.14. The selected agency should ensure that any information related to pertaining to NIT Puducherry like Operational process, Technical know-how, Security Arrangements and Administrative/Organizational matters and so on are not divulged or disclosed to any person by their personnel deployed at the NIT Puducherry.
- 6.15. The selected agency should ensure proper conduct of its personnel at NIT Puducherry campus, and shall also ensure that, none of its employee will join duty after consuming of Alcohol/Smoking/Chewing of tobacco while on duty.
- 6.16. The selected agency should designate/deploy a field officer at its own cost who would regularly interact with officers of the NIT Puducherry, so that better co-ordination, services and utilization of optimal manpower deployment could be addressed.
- 6.17. The selected agency should immediately provide replacement for any Security Guard(s)/Shift In-Charge who is (are) absent and ensure that as far as possible no designated post is left vacant in any shift. In case the agency fails to provide replacement within three working days appropriate penalty will be levied as provided in the terms and conditions of contract.
- 6.18. NIT Puducherry is not liable at any stage to provide accommodation, transport, food, medical and any other requirement of the security personnel deployed at the NIT Puducherry.
- 6.19. Payment of bills will be made to the contractor on a monthly basis as per actual services. The contractor has to submit invoices/bills by the third week of the next month for the services rendered in the preceding month along with ESI/EPF/Service Tax/GST challans, as applicable, pertaining to that month to the Chairman – Security Committee. Attendance records should be furnished with the invoice.
- 6.20. Out of total Guard to be deployed at NIT Puducherry under the agreement, at least 75% Staff should be from trained civilian and 25% should be from Ex-Military/Para-military/Police Force. In no case the ratio will be altered without the consent of the Institute. Otherwise a penalty @Rs.200/- per security personnel per day will be imposed.

NIT Puducherry will have liberty to change this ratio, should the Institute consider this change necessary for better security. In addition, NIT Puducherry will have

liberty to increase/ decrease the total number of Guards by giving at least one week notice to the Company/Agency/Contractor.

The security agency preferably should not redeploy existing security personnel as NIT Puducherry security rather they should deploy a completely new set of security personnel. From the existing security agency, only those Security Guards can be deployed, who has not completed more than three years in NIT Puducherry and these guards will be screened by NIT Puducherry Security Committee for final redeployment, permission will be given in accordance with terms and conditions as per tender document.

Only for the purpose of fulfilling Ex-serviceman category, Ex-Military/Paramilitary/Police Force personnel will be counted as ex-serviceman, but No DGR payment will be made to any individual. To claim DGR payment, DGR policy for Ex-serviceman must be adhered by the Security agency. The agency must submit the, Proof of latest valid order copy/valid latest notification of DGR (validity for this year), DGR sponsorship and proof of being run by Ex-serviceman personnel.

6.21. Service Provider should install their own Biometric Attendance System for proper attendance along with computers and other required peripherals. At the end of each month, the attendance report should be submitted to the concerned office of the Security Committee for verification.

6.22. Desired Profile of Manpower:

The Service Provider will provide Supervisors and Guards and other personnel as per the following profile:

Profile/Category	Security Guards (Civilian - Male)	Security Guards (Ex-Servicemen)	Supervisors and Shift-in-charges	Security Guards (Civilian - Female)
Rank	Civilian	Ex-Serviceman up to the rank of Havildar (and equivalent)	Ex-Serviceman of the rank of Naib Subedar and above (and equivalent)	Civilian
Height	Min 165 cms	Min 165 cms	Min 165 cms	Min 152 cms
Character	Exemplary	Exemplary	Exemplary	Exemplary
Medical Category	AYE-SHAPE 1	AYE-SHAPE 1	AYE-SHAPE 1	AYE-SHAPE 1
Vision	Normal (6/6)	Normal (6/6)	Normal (6/6)	Normal (6/6)
Physique	Good	Good	Good	Good
Age Limit	Below 45 yrs	Below 55 yrs*	Below 55 yrs	Below 40 yrs

Education	+2 or Equivalent	Minimum 10th Pass	Preferably Graduate	+2 or Equivalent
Languages Known	Tamil, English and Hindi (preferable)	Tamil, English and Hindi	Tamil, English and Hindi	Tamil, English and Hindi (preferable)
Experience	Minimum 2 yrs. in any Educational Institutions	10 yrs in Defense	10 yrs in Defense	Minimum 2 yrs. in any Educational Institutions
Police Verification	Compulsory	Compulsory	Compulsory	Compulsory

* However 25 % of the Ex-Serviceman in any shift between 55 to 60 years of age can be deployed.

- 6.23. The Director, National Institute of Technology Puducherry is the final authority for settling any disputes and the decision of The Director, National Institute of Technology Puducherry in any regard related to security services shall be final and binding on all.
- 6.24. The Chairman and Members of Security Committee or any other officer authorized by the Director, National Institute of Technology Puducherry, shall be at liberty to carry out surprise check on the persons as deployed by the Agency in order to ensure that personnel deployed by him are doing their duties proficiently.
- 6.25. Cancellation of contract for bankruptcy, assignment, transfer, license or subletting of the contract:

National Institute of Technology Puducherry without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to NIT Puducherry shall cancel the contract in any of the following cases after the contractor.

- a) being an individual or after a firm any approval thereof shall at any time be adjudged bankruptcy or received order for administration of industry or had received order for administration of estate made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his assets of composition or arrangement for the benefit of its creditors or purport to do so or if any application made under the bankruptcy Act for the time being in force in respect of his estate **or**
- b) being a company shall pass a resolution of the court or tribunal shall make an order for the liquidation of its affairs or a receiver or manager shall be appointed or circumstances shall arise which entitle the court to appoint a receiver or manager or assigns, transfers sublets or attempts to assign,

transfer, license or sublet any portion of the work without the prior written approval of National Institute of Technology Puducherry.

- c) whenever National Institute of Technology Puducherry exercise the authority to cancel the contract under this condition National Institute of Technology Puducherry may have the work done by any means at the contractor of the risk and expenses provided always that in the event of the cost of the work so done (as served by the National Institute of Technology Puducherry) which is final and conclusive) being less than the contractors, the advance shall approve to the National Institute of Technology Puducherry and after the cost expenses the money due to the contractor. The contractor either pay the excess amount ordered by National Institute of Technology Puducherry or the same shall be recovered from the contractor by other means.

6.26. Cancellation of contract for contractor's default:

If the contractor make default in carrying out the work and continues in that state after a reasonable notice from the National Institute of Technology Puducherry or its authorized representative or fails to comply with any terms and conditions of the contract, National Institute of Technology Puducherry made without prejudice to any other right or remedy which shall have been accrued or shall accrue thereafter to National Institute of Technology Puducherry cancel the contract as a whole or in part. Whenever National Institute of Technology Puducherry exercise the authority to consult the contractor as a whole or part, under this condition, National Institute of Technology Puducherry may complete the work at the contractors risk and cost (as certified by the National Institute of Technology Puducherry which is final and conclusive) being less than the contract cost, the advantage shall accrue to the National Institute of Technology Puducherry. If the cost exceeds money due to the contractor under this contract, the contractor shall either pay the excess amount ordered by the National Institute of Technology Puducherry or its authorized representative or the same shall be recovered from the contractor by other means.

6.27. The termination of the contract on the death of Contractor:

Without prejudice to any of the rights or remedies under this contract, if the contractor dies or the firm is dissolving or the company is liquidated, National Institute of Technology Puducherry shall have the option of terminating the contract without compensation to the contractor.

6.28. Special Power of Termination:

If at any time after the award of the contract National Institute of Technology Puducherry shall for any reason whatsoever not required whole or any part of the work to be carried out, National Institute of Technology Puducherry shall give notice in writing of the fact to the contract who shall have no claim to any payment of compensation or otherwise how so ever on account of any profit or advantage

which he might derive from the execution of the work in full, but which he did not derive in consequence of the foreclosing of the work.

6.29. Jurisdiction:

In case of any legal proceedings arising under or relating to this contract the courts at Karaikal, Union Territory of Puducherry, India only shall have the jurisdiction and is only after the exhausting the arbitration clause.

6.30. Rights:

National Institute of Technology Puducherry may enter into parallel contract simultaneously with any other contractor as may deem fit at any point during the period of the contract in the interest of National Institute of Technology Puducherry.

6.31. In case of breach of any of the terms and conditions of the contract National Institute of Technology Puducherry will entrust the work any other contractor at the risk and cost of the contractor and the contractor shall be liable to pay any extra expenditure, damages, loss suffered on account of the cancellation of the contract. All amounts including the loss/damage/penalties/compensation and extra charges for non-compliance terms of the contract, payable by the contractor to National Institute of Technology Puducherry under the terms of the contract will be recovered from the outstanding payments to the contractor either under the contract or any other contract or from security deposit. In case this amount is insufficient for such recoveries, the contractor shall make the balance amount by actual payment. In addition, National Institute of Technology Puducherry has the right to recover the said amount from the contractor.

CHAPTER 7: CONTRACT – SPECIFIC TERMS AND CONDITIONS

- 7.1. The Manpower employed by the agency shall be required to work in three shifts of 8 hours each duration on all seven days in a week.
- 7.2. Any Outsourced contract employee, who has continuously worked in NIT Puducherry for three years in their previous security contract with NIT Puducherry, will not be deployed in the NIT Puducherry premises by the present contractor.

No relatives of NIT Puducherry serving/retired staff will be absorbed in the outsourced contract services.

The agency is solely responsible to ensure the accuracy of the above statements. If detected at any stage by the NIT Puducherry administration, fine will be levied on the agency.

The agency will submit the AADHAAR card of its Security Personnel before deployment in NIT Puducherry premises or PAN card/any govt. document having date of birth of the individual.

- 7.3. The personnel deployed shall be required to report for work at specified shift hours and remains vigilant in the designated post/region till the end of the shift. In case, any post is vacant on any shift/day, the wages for that shift/day shall be deducted.
- 7.4. The Security personnel should be of (a) age group between 40 to 60 years in the case of Ex-Servicemen and 25 to 45 years in the case of civilians (b) The Security Guards should have the ability to check Identity cards of those who enter the Institutes and Gate passes issued to vehicles to carry out of the Institute any object, material or store. (c) Working knowledge of the languages Tamil and English is desirable for all Security Guards and working knowledge of Tamil, Hindi and English is essential for Security Supervisors (d) The Security Supervisors should be graduates and they should have at least three years' experience, as Supervisor/Shift In-Charge in a similar Institution or larger establishment. They should be physically fit and should be able to read and write in English and Hindi.
- 7.5. The Chairman and members of Security Committee will screen all the security personnel deputed/deployed to the NIT Puducherry, including Discharge certificate in case of Ex-Servicemen.
- 7.6. The duty hours should not exceed eight hours at any instant. Continuous shifts by the same person is not allowed and no post should remain unmanned. Odd duties/shifts may be required according to exigencies, which are to be provided by the agency.
- 7.7. The Security personnel should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance

the image of the NIT Puducherry. The Security Agency shall be responsible for any act of indiscipline on the part of the security personnel deployed by them.

- 7.8. Any necessary equipment like Headgears, Bomb/Metal Detectors, Torches, Lathis and Uniforms including Raincoat, Jerkins, Identity Cards, etc. for efficient conduct of duty by the agency personnel must be provided by the agency and shall be in working condition.
- 7.9. For patrolling purpose, the contractor should arrange to have vehicle of their own (minimum one four wheeler vehicle and one two wheeler vehicle) expenditure towards diesel, maintenance, repairs, etc. for the vehicles will not be provided or reimbursed by the NIT Puducherry.
- 7.10. The agency shall arrange to safeguard people and materials and the interest of the NIT Puducherry at designated places by posting its personnel in such manner and at such points. It should also assure the NIT Puducherry that its Interest are fully and wholly safe guarded. This includes assisting the NIT Puducherry in first-aid and fire safety operations as may be deemed necessary.
- 7.11. The agency on its part and through its own resources shall ensure that the goods, materials and equipment etc., are not damaged in the process of carrying out the services undertaken by it and shall be responsible for the act of omission or commission on the part of its staff or its employees etc., If NIT Puducherry suffers any loss or damage on account of negligence, defaults or theft on the part of the employees of the agency, then the agency/service provider shall be liable to reimburse the value of the loss, as decided by NIT Puducherry for the same. The agency shall keep NIT Puducherry fully indemnified against any such loss or damage. The Service Provider/Agency will be responsible for making any direct or indirect damages to the vehicle or other movable or immovable properties of NIT Puducherry arising due to negligence, incompetence, or willful or otherwise negligence of its employees. The Agency will have to reimburse all cost borne by NIT Puducherry in this respect.
- 7.12. The agency should ensure good behavior, conduct, and sincere discharge of duty by the personnel engaged by them. The personnel of the Security Agency shall perform their duties effectively and diligently to uphold the dignity of the NIT Puducherry.
- 7.13. The agency should ensure that the Security Guards/Shift In-charge/Supervisors deployed at the NIT Puducherry are solely deployed only at the NIT Puducherry and shall not be shared across organizations. Further the agency shall ensure that the Security Guards/Shift In-charge/Supervisor are not deployed beyond the maximum number of (regular) shifts per month as specified in the Labour Law. Failure to comply with this would result in administrative charges calculated only for shifts done by security personnel.
- 7.14. Absenteeism must not exceed 5% of the total deployment in any month. Further within each shift the absenteeism should not be more than 5% of the deployment.

The above should be achieved without individual Security Guards/Shift In-charge/Supervisor doing double shift or doing more than the maximum shift allowed by the contract (26 shift duties in a month).

- 7.15. The Security Guards/Supervisors deployed by the agency shall ensure that the NIT Puducherry properties are protected from theft/pilferage/damage. After necessary investigation by a Committee constituted by The Director, NIT Puducherry, if proved that the Agency/their personnel are responsible for the incident, the agency is liable and will be penalized to the extent of the value of the loss and additionally Rs.10,000/- for each such incident.
- 7.16. The agency should not involve in any bribery or other unethical activities with anyone employed at the NIT Puducherry. The involvement in any such activity shall entail a penalty of Rs.10, 000/- for each such incident.
- 7.17. If the agency fails to provide services to the satisfaction of the NIT Puducherry on any of the above counts, the same will be communicated to the agency in writing. If three such notices are issued to the agency, the contract will be terminated, and the agency shall forfeit the Performance Security Deposit.
- 7.18. The contract is valid for one year from the date of the award of the contract by National Institute of Technology Puducherry. Once bid is evaluated and contract is awarded, the contractor is bound by the terms and conditions of the contract and will be liable for any breach thereof.

CHAPTER 8: LEGAL TERMS AND CONDITIONS

- 8.1. For all intents and purposes, the bidder shall be the “Employer” within the meaning of various Labour Legislations in respect of Security Personnel so employed and deployed at NIT Puducherry, for security services on contract.
- 8.2. The selected agency shall alone be solely responsible for the redressal of grievances/resolving of disputes relating to person deployed. NIT Puducherry, shall in no way, be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 8.3. The personnel of the Security Agency should not take part directly or indirectly in any other activities of NIT Puducherry other than security services and should help the NIT Puducherry administration to maintain strict security measures at all time.
- 8.4. The agency shall alone be liable to pay compensation for any damage/death/injury sustained by the personnel or any other members of the agency as sustained by them in the course of their work/duty at the NIT Puducherry and outside NIT Puducherry during the contract period.
- 8.5. In the event of theft, pilferage or damage to the property of NIT Puducherry, after necessary investigation by the Security Committee constituted by The Director, NIT Puducherry, if proved that the Agency/their personnel are responsible, the agency shall be responsible for all the losses/damage.
- 8.6. The selected agency should be required to pay minimum wages as prescribed under the Minimum Wages Act of Central Government. The bidder will maintain proper record as required under the Law/Acts.
- 8.7. The selected agency should be responsible for compliance of all statutory provisions relating to Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it at NIT Puducherry.
- 8.8. The selected agency should also be liable for depositing all Taxes, Levies, GST, Cess etc., and Income Tax to concerned tax authorities from time to time as per the rules and regulations on the matter.
- 8.9. The selected agency should maintain all statutory registers applicable under the Law. The agency shall produce the records on demand to the concerned authority of NIT Puducherry or any other authority under Law.
- 8.10. The Agency will submit FORM VII from the Labour Commissioner office for commencement of work in NIT Puducherry Campus within 15 Days from receiving the work order for Security Services to NIT Puducherry Administration.

- 8.11. In case, the service provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof NIT Puducherry is put to any loss/obligation, monetary or otherwise, NIT Puducherry will be entitled to recover such damage/loss out of the outstanding bills or from the Performance Security Deposit of the agency.
- 8.12. The selected agency will indemnify NIT Puducherry from all legal, financial, statutory, taxation, and any other liabilities.
- 8.13. **ARBITRATION:**
All disputes between the Contractor and National Institute of Technology Puducherry arising out of or relating to this contract after written notice by either party to the contract to the other party be referred to for arbitration to the sole arbitrator to be appointed by the Director of the National Institute of Technology Puducherry. In case the arbitrator so appointed vacate his office or neglect or refuses to act or he unable to act for any reason whatsoever or dies, the Director, National Institute of Technology Puducherry shall have power to appoint another person to act a sole arbitrator in his place. Such a person shall be entitled to proceed with the reference from the stage at which it was left by its predecessor or from any early stage consider proper by him.

The decision of the arbitrator shall be final and binding on both the parties except as provided under the Arbitration and Reconciliation Act, 1996.

The arbitration proceeding shall be held at National Institute of Technology Puducherry or at such other place as the arbitrator may direct. However, the work under the contract shall be continued during the arbitration proceedings unless otherwise directed in writing by National Institute of Technology Puducherry.

- 8.14. On all matters pertaining to this tender, the decision of the Director of National Institute of Technology Puducherry shall be final and binding.
- 8.15. The successful bidder for agency/contractor whose tender is accepted for awarding the contract shall enter into contract agreement at his cost on a requisite non-judicial stamp paper of an appropriate value in a prescribed form to ensure strict compliance with the provisions of the contract. However, National Institute of Technology Puducherry is entitled to enforce this contract and for the breach of the obligations thereof even in the absence of a formal contract agreement.
- 8.16. In case of more than one bidder are equal in technical and price bid evaluation scheme, then NIT Puducherry will set the criteria for selection. The decision of NIT Puducherry will be final in all respect and will be applicable to all the tenderers.
- 8.17. The Tax shall be deducted at source as per the provisions of the Income Tax Act and Rules by the NIT Puducherry and a certificate to this effect shall be provided to the agency by NIT Puducherry.

CHAPTER 9: FINANCIAL TERMS AND CONDITIONS

- 9.1. Bids of tenderers who propose wages to their employees at rates which are lower than the minimum wages (as indicated in the FINANCIAL BID) for the pertinent category would be summarily rejected.
- 9.2. The proof of remittance of statutory deductions of EPF, ESI, Service Tax, GST as appropriate, to the respective agency, for those employed at NIT Puducherry, must be provided by the selected agency to NIT Puducherry every month along with the bill, failing which the claim bill shall not be processed. These remittances/payments must be made in a separate challan specifically for the contract personnel deployed at NIT Puducherry in the name of NIT Puducherry.
- 9.3. The rates agreed upon except the Minimum wages, Service Tax as notified from time to time by the State/Central Government (whichever is higher) shall remain unchanged until the expiry of contract period or till they are amended by NIT Puducherry.
- 9.4. The agency should submit the bill, in triplicate, along with attendance sheet (duly verified and attested by Security Officer) in respect of the persons deployed and submit to the Chairman – Security Committee at NIT Puducherry before third week of the subsequent month. The payment will be processed within 30 days from the date of submission of such bills on submission of required supporting documents. The claims in bills regarding Tax if any should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount will be held up till such proof is furnished, at the discretion of NIT Puducherry. The payment of the bill will be effected only on production of copy of the months wage sheet, ESI, EPF, GST remittance and half yearly/yearly return under the respective Acts. The payment of each month bill will be processed only after the agency submits proof for ESI, EPF and GST remittance of that particular month.
- 9.5. The successful bidder will have to deposit a Performance Security Deposit as specified in this Tender Document, subject to the revision at the time of placing the work order, within 15 days of the receipt of the formal order. The performance security should be deposited through State Bank Collect. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the service provider. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited besides annulment of the contract.
- 9.6. The monthly wages of the employees for a month should be paid on or before 5th of the succeeding month in the respective employee bank account without fail. A Computerized monthly Payment slip must be issued to all contractors' manpower at the time of monthly payment. The pay slip must bear the contract agency Name and Logo etc., Pay slip must also mention clearly the Name and ID of contract manpower, all the components for payment and deductions separately. Besides,

EPF Account number, ESI Account Number and EPF and ESI Contribution by employer and all other relevant details must also mentioned in the Pay slip. Failure to do so will result in levy of penalty of 0.5% of total bill per day.

- 9.7. NIT Puducherry will not be responsible for the release of benefits to any individual such as EPF, ESI, Pensioner benefits or allowances. Any changes in the Minimum Wages Act or in any other labour legislation or other statutory obligations during the validity period of the contract shall be the responsibility of the Contractor. The contractor will not charge the additional payment to provide the security services on holidays, Sunday and odd hours during NIT Puducherry events / functions. **The contractor's profit/service charges should not be less or equal to the TDS (2%).**
- 9.8. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, ESI etc. relating to personnel deployed by it at NIT Puducherry site or for any accident caused to them, while joining/leaving the duty outside the jurisdiction of NIT Puducherry campus and the institute shall not be liable to bear any expense in this regard.

The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by NIT Puducherry for whatever reason. The Outsourced Security Guard will not file any of service related grievance to, any of the NIT Puducherry Institute authorities and will follow the grievance channel through the security agency and the agency will initiate necessary steps to resolve the issue.

- 9.9. The contractor must ensure that entitled wages and bonus amount (Monthly) of the workers are credited to their bank account on or before 5th of the succeeding month. Contractor shall not enjoy any relaxation in this matter. While submitting the bill, the service provider must file a certificate certifying the following:
- 9.9.1 Wages with bonus amount of the workers were credited to their bank account on _____ (Date)
- 9.9.2 ESI Contribution relating to workers amounting to Rs. _____ was deposited on _____ (Date). Copy of the Challan to be enclosed (previous month).
- 9.9.3 EPF contribution relating to workers amounting to Rs. _____ was deposited on _____ (Date). Copy of the Challan to be enclosed (previous month).
- 9.9.4 CGST/SGST Invoice no.
- 9.9.5 All statutory requirements including those under Labour Laws, Minimum wages act, etc. have been complied.

9.10. The Institute will adopt the reimbursement method of payment to the contract agency, under such method

9.10.1 The agency will pay the wages on monthly basis to employed contractual security guards by 5th of every month and will submit the payment statement to the institute for reimbursement before third week.

9.10.2 On producing the payment statement bill, the institute will verify, and the amount will be released by the NIT Puducherry to the contract agency at the earliest possible period.

9.10.3 The agency will submit the payment of statutory (EPF and ESI) of every Previous month and will produce the challan, NIT Puducherry will verify, and the amount will be released by the institute to the contract agency.

9.10.4 The wages bill will be released only after producing the running month statutory payment challans, any delay will invite fine and levy.

9.10.5 The reimbursement time period for any payment from NIT Puducherry will be between 30 to 60 days for all the bills.

9.10.6 The contractor should be financially sound to deal with the above legal obligation towards wages and statutory payments and will not involve and depend on NIT Puducherry for any financial obligation.

9.10.7 NIT Puducherry will reimburse the payment, only after the contract agency makes the payment of wages and statutory payments, to its deployed contractual security guards with the respective agency.

9.10.8 The CGST/SGST for the service provided, will be paid by the contract agency and on producing the paid invoice, will be reimbursed by the NIT Puducherry administration.

9.10.9 Apart from the above tax regulation, any changes in the Government tax regime, the reimbursement method will be followed by the NIT Puducherry administration in payment procedure with the contract agency.

9.11. For Security Guards deployed in NIT Puducherry premises,

(i) Tenderer shall keep NIT Puducherry indemnified of all the claims made and liabilities incurred under Workmen Compensation Act, 1923.

(ii) In case the contract labour met with an accident while on duty or outside the NIT Puducherry premises, it is the sole responsibility of the bidder to admit the Security Guard in good hospital and give treatment till the Security Guard rejoins duty. It is also Contractor's responsibility to produce the required documents to Insurance authorities without any delay for getting such reimbursement from Insurance Companies.

9.12. Bidder warrants having valid registration under applicable GST. A copy of the Registration Certificate should be submitted along with the bid.

a) Contractors right to getting payment is subject to submission of a Valid Tax Invoice which would enable the Service Recipient (NIT Puducherry) to claim Input Tax Credit in compliance with the provisions of the GST. Tax Invoice submitted by the contractor shall mention the SAC/HSN Code as applicable, Basic Price, applicable mentioned as per the provisions of GST Rules, 2017.

b) Contractor shall warrant the value that is contributable to GST and the corresponding rate of tax that is chargeable is included in the total price charged in the Tax Invoice. The total amount as per the Tax Invoice shall be considered as the final price inclusive of taxes, shall admitted at a later stage on any ground whatsoever.

c) Any tax in the nature of Goods and Service Tax (GST) would be payable, when the invoice submitted by the contractor is complaint with the provisions of GST law and contains all particulars as per statute.

d) In case of there is an upward revision in the applicable rate of Tax (GST) post submission of bid, the contractor shall submit a copy of the relevant statute/notification evidencing change of applicable rates for claiming payment from NIT Puducherry as per revised GST rates. Similarly, if there is downward revision of applicable tax rate post submission of bid, the benefit of lower tax liability shall be passed on to NIT Puducherry.

e) Contractor also warrants to duly comply all relevant provisions of the GST Laws including filing returns, paying taxes within the stipulated period so that no hindrance can be faced by NIT Puducherry as per provisions of the GST Law.

f) Contractor shall fully indemnify to Service Recipient (NIT Puducherry), on first demand against any claims, liabilities, actions, demands, Loss, costs and expenses occurred/imposed to the NIT Puducherry on account of Security agency failure to fully/partially discharge the statutory levies in time, or Security agency failure in adherence of the applicable laws in force. For any such non-compliance, NIT Puducherry reserves the rights to withhold the payment until appropriate actions are taken on the related issue.

g) The Payment of GST to the Security Agency from NIT Puducherry will be on reimbursement method, on production of GST Invoice produced by the Security Agency.

CHAPTER 10: EVALUATION SCHEME OF THE BIDS

EVALUATION OF BIDS:

- 10.1. 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 the bidders, the NIT Puducherry 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 NIT Puducherry shall not be considered. The NIT Puducherry request for clarification and the response shall be in writing.
- 10.2. If a bidder does not provide clarifications of its bid by the date and time set in the NIT Puducherry request for clarification, its bid may be rejected. NIT Puducherry also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

EVALUATION OF TECHNICAL BIDS:

1. The technical evaluation based on the requirements detailed in this Tender Document.
2. Only the financial bids of technically qualified bidders will be opened.

EVALUATION OF FINANCIAL BIDS:

1. The financial evaluation will be evaluated only for the technically qualified bidders. The lowest qualified bidder will be ranked first subject to the quote satisfying all the statutory requirements and the conditions laid out in this Tender.

FINAL EVALUATION OF BIDS:

1. The bidder with the lowest quote (subject to satisfying all the statutory requirements and the conditions laid out in this Tender) will be declared as the successful bidder.
2. The bidder should submit the performance report and Experience certificate for ongoing and completed contracts. In case of experience certificate obtained from private organizations, the same shall be supported with TDS certificate by the Contractor.
3. Bidder should attach the relevant documents proof with technical bid for the below evaluation scheme.
4. The bidders ranking shall be arranged, depending on the price quote i.e. the lowest quote of all will get first rank and the highest quote of all will be ranked last.
5. In case of the tie in terms of evaluation, preference will be given to the agency who is having higher average turnover during last 5 (Five) Financial Years (2014-15, 2015-16, 2016-17, 2017-18, 2018-19). The decision of the evaluation committee in this regard shall be final and binding on the bidders.

CHAPTER 11: PENALTY FOR LAPSES

S.No.	LAPSE	MAXIMUM LIMIT OF PENALTY PER OCCASION OR PER DAY
1.	Cattle Entry	Rs. 500/- per day
2.	Absence of patrolling vehicle	a) Rs. 500/- (per vehicle) per day for 2 wheeler b) Rs. 1,000/- (per vehicle) per day for 4 wheeler
3.	Unauthorized entry and parking of vehicles (which includes unauthorized usage of vehicles by the students, scholars or anyone inside NIT Puducherry campus)	Rs. 500/- per entry
4.	Guards found sleeping on duty/other kinds of negligence of duty *	Rs. 1,000/- per guard
5.	Guards found using mobile including Earphone / Bluetooth while on duty	Rs. 100/- (First Time) Rs. 500/- (Second Time). Third Time: Removal from Roll.
6.	Unauthorised absence from duty after reporting for duty on a day *	Rs. 1,000/- for each incident for each guard
7.	Change of security guards without prior permission	Rs. 500/- per instance
8.	Consuming of Alcohol / Chewing of tobacco items *	Rs. 200/- per instance
9.	Consuming any kind of food material while on duty	Rs. 100/- per instance
10.	Absence from duty of security guards in excess of the limit prescribed in the tender	Rs. 200/- per security guard per shift
11.	Failure on the part of security personnel to present themselves in neat and clean uniform with shoes and to carry photo-identity cards	The Agency shall pay a penalty of Rs. 500/- each occasion.
12.	In case any of security personnel deployed under the contract fails to report in time and Agency is unable to provide suitable substitute in time for the same	It will be treated as absence and penalty of Rs. 200/- per vacant point per shift be deducted from the Agency's bill in addition to the deduction of duty wages.
13.	In case any public complaint is received about the misconduct/misbehaviour of	A penalty of Rs. 5,000/- for each such incident shall be levied. Besides the Security personnel found involved in the incident shall not be deployed by

	Agency's personnel, which is assessed as true by NIT Puducherry administration	the Agency in NIT Puducherry immediately thereafter.
14.	In case the Agency fails to execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract	Penalty of 1% of annual cost of order/agreement per week will be levied up to four weeks' delay. After four weeks delay, the NIT Puducherry reserves the right to cancel the contract and get this job carried out from any other Agency(s) in open market. In case the rate of the other Agency is higher than the rate quoted by the Agency the difference if any will be recovered from the Agency and Performance Security Deposit of the Agency will also be forfeited.
15.	In case any of Agency's personnel deployed under the contract is (are) absent	A penalty equal to Rs. 200/- per shift per employee shall be levied by the NIT Puducherry and the same shall be deducted from the Agency's bills in addition to the deduction of duty wages.
16.	Relatives of NIT Puducherry serving/retired staff absorbed in the outsourced contract Security services	Declaration to be given by the agency with the full details of the outsourced guard and his relatives working in NIT Puducherry failing which leads to penalty of Rs. 1000/-
17.	Agency's personnel deployed under the contract is (are) not allowed to contact any NIT Puducherry officials under any circumstances for whatsoever reason.	Agency will ensure that none of the security guards will raise their grievances with NIT Puducherry Officials failing so will lead to penalty of Rs. 1000/- and termination of the particular guard. The agency will formulate their own grievance channel to sort out the security guards' issues.
18.	Any other lapses not covered above	To be decided by NIT Puducherry.
* First time warning followed by termination.		

ANNEXURE – I

**FORMAT FOR SUBMITTING TECHNICAL BID
(To be submitted in a Separate Sealed Envelope)
(Use separate sheet(s), wherever necessary)**

S.No.	Description	Information / Compliance
1.	Do you unconditionally agree with all Terms and Conditions stipulated in the Tender Document?	
2.	Have you satisfied yourselves about the prequalification criteria set out in Chapter 1 of this tender document	
3.	Details of EMD remittance	Amount: Rs. SB Collect Reference No.: Bank Reference No.:
4.	Name and Address of the Applicant/bidder with Telephone/Fax/Mobile and Mail ID	
5.	Year of Establishment/Incorporation/Commencement of Security Services Agency	
6.	Registration/Incorporation Particulars (Please attach attested copies of documents of registration/ Incorporation of your firm/Company as required under business law)	
7.	Whether the Agency is DGR empanelled security agency , if so, attach proof of latest valid order copy/valid latest notification of DGR (Validity for this year), DGR sponsorship and proof of being run by Ex-Servicemen personnel. (Please attach attested copies of all the documents of registration)	
8.	Whether registered with and holding license from all concerned Government Authorities including registration under Contract Labour (Regulation and Abolition) Act 1970. (Copies of all certificates of registration to be enclosed)	
9.	Whether registered with and holding license from Puducherry Government Authorities for carrying out the Security Services in Puducherry, under the registration of Private Security Agency (Regulation) Act 2005	

	(PSARA). (Copies of all certificates of registration to be enclosed)		
10.	Legal Status of the bidder (In the case of Partnership Firm, authenticated copy of Partnership Deed, in the case of Private or Public Limited Company authenticated copy of Memorandum and Articles of Association)		
11.	Bio data or Profile containing name, educational qualifications, occupation and postal address of Proprietor/Partners/Directors/Managing Director/ Chairman and Managing Director (Please use separate sheet if found necessary)		
12.	Name, designation and Phone number of persons authorized to sign the documents on behalf of the Proprietary concern/Partnership Firm/Private or Public Limited company (Please attach Power of Attorney/authorization for signing the document. In the case of Proprietary concern bidder may submit attested copy of the PAN card/Election Commission Card/Passport of the Proprietor and authorized signatory in case of proprietor is not signing the tender document)		
13.	Name and Designation of the Contact Person/ Representative/Manager of the Agency/Firm/ company with mobile number and email ID		
14.	Annual Turnover from Security Services during the last three financial years. (Copy of the Annual Accounts duly certified by the Chartered Accountant to be enclosed)	Financial Year	Annual Turnover of the bidder from Security Services (Rupees in Lakhs)
		2014-15	
		2015-16	
		2016-17	
		2017-18	
		2018-19	
15.	Average Annual Turnover in last FIVE years from Security Services Business	Rs. _____ (in Lakhs)	
16.	Are your Firm/Company carrying out any other trade/business in addition to Security Services? Furnish particulars of other trade/business carried out.		

17.	Total experience (Years/Months) in providing Security Services	
18.	Have your Concern/Firm/Company ever changed its name any time? If yes, provide the previous name and the reasons there for?	
19.	Were the Company/Firm ever required to suspend Security Services for a period of more than six months continuously after you commenced the Security Services? If yes, state the reasons.	
20.	Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.	
21.	Income Tax Permanent Account Number (Self-attested Copy of PAN Card to be enclosed)	
22.	Income Tax Assessment Completion Certificates/Assessment Orders for the Financial Years 2014-15, 2015-16 and 2016-17 (In the event of assessment of the years indicated having not been completed the certificate of the latest assessment completed may be enclosed and the reasons for non-completion of the assessment for the required years may be indicated)	
23.	Have you registered under Employees State Insurance Corporation Act (ESI) Act? If so, enclose copy of the registration certificate. Also provide a copy of latest remittance made by your Agency/Firm/ Company	
24.	Have you registered Under Employees Provident Fund (EPF) and Miscellaneous Provisions Act? If so, enclose copy of the registration certificate. Also provide a copy of the latest remittance, if any, made by your firm towards EPF.	
25.	Service Tax Registration Number (Self attested Proof to be attached)	
26.	Copy of Service Tax Returns , if any, filed, for the last three years i.e., 2016-17, 2017-18 and 2018-19 along with proof of payment of service tax during the said three years.	
27.	GSTIN Registration Number (Self attested proof to be attached)	
28.	Copy of GST invoice paid , if any, filed, for the past months from April 2018 along with proof	

	of payment of service tax during the said three years.						
29.	Name and address of your banker						
30.	Copy of Bidders Solvency (Original certificate for an amount of Rs. 20 lakhs from the NATIONALIZED BANKER to be Submitted at the time of document verification)						
31.	Brief details of Litigations, if any, connected with Security Services work, Current or during the last three years, the opposite party and the disputed amount.						
32.	Specify whether there are any issues/disputes against your Agency/Firm/Company are pending before the commissioner of Provident Fund, Employees State Insurance, Labour Tribunal Authorities, etc.,						
33.	Give details of Termination of previous contract, if any						
34.	Give information, if any, regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is/was involved						
35.	Details of ONGOING SECURITY CONTRACTS : The following should be enclosed: (a) Work Orders and Contract/Agreement copies (b) Attach separate sheet for each Job/Work						
	S.No.	Name and address of the client Institution with name, address, mobile number and Email ID of the Officer to whom reference may be made.	Nature or type of Security Services (viz., Security Services to educational institutions, Factory, etc.,)	Work order Value per year (Rs.)	Number of Security Guards and Supervisors deployed	Period of Contract	
						From	To
36.	Details of COMPLETED SECURITY CONTRACTS during the last three Years: (a) Order Copy, Contract/Agreement copy should be enclosed. If required, please attach extra sheets. (b) Attach separate sheet for each Job/Work.						

S.No.	Name and address of the client Institution with name, address, mobile number and Email ID of the Officer to whom reference may be made.	Nature or type of Security Services (viz., Security Services to educational institutions, Factory, etc.,)	Work order Value per year (Rs.)	Number of Security Guards and Supervisors deployed	Period of Contract	
					From	To
37.	Any other information, document which may help NIT Puducherry in assessing your capabilities, may be enclosed. The bidder may add any further information which they consider are relevant for the evaluation of their bids.					
38.	Details of quality certifications, if any, obtained viz.					
39.	Details of Awards, if any received or Reviews in the Media, if any					

DECLARATION BY THE BIDDER

- I/We hereby certify that the information furnished in this tender document is complete and correct to the best of my knowledge.
- I/We understand that furnishing of false information could result in disqualification for the award of the contract.
- I/We have submitted the requisite solvency certificate and I/We authorize the NIT Puducherry to approach the Bank issuing the solvency certificate to confirm the correctness
- I/We also authorize the NIT Puducherry or its authorized representative to approach individuals, employers, firms and corporation to visit the works completed by us in the past or are in progress at present, to verify the competence and general reputation.
- I/We do hereby accept to perform and execute the Security Services contract in conformity with terms and conditions of the contract.
- I/We agree that the acceptance of any tender shall be at the sole and absolute discretion of the NIT Puducherry and they do not bind themselves to accept the lowest tender or any tender and may reject any or all tenders received.
- I/We fully understand and accept the Evaluation Scheme of the Bids as laid out in Chapter 10.
- In the event of my/our selection based on bid evaluation, by the NIT Puducherry, I/We agree to execute the deed of agreement with the terms and conditions as set out in this Tender Document.

Place:

Signature of the Bidder with Name and Seal

Date:

Name:

Designation:

**FORMAT FOR PERFORMANCE CERTIFICATION
FROM THE CLIENT ORGANIZATION OF THE BIDDING AGENCY
(To be enclosed with the Technical Bid)**

Feedback about M/s. _____

Engaged by M/s. _____

Contact details of responsible official from Client organization:

S.No.	Activities	Excellent	Very Good	Good	Satisfactory	Poor
1.	Payment of Wages in Time					
2.	Payment of Statutory requirements EPF, ESI, Bonus in Time					
3.	Attendance					
4.	Service of the Bio-metric attendance system					
5.	Turnout					
6.	Record maintenance					
7.	Crime detection and follow-up action					
8.	Welfare Measure by the Agency to their staff.					
9.	Gadgets used (Transport, Phone, torches etc.)					
10.	Disaster management					
11.	Monitoring mechanism					
12.	Training (in-door/outdoor/traffic control)					
13.	Liaison/Rapport with local police if necessary					
14.	Behaviours with Staff and Guest					
Disciplinary action against security personnel or company, if any						

Place:

Date:

Signature with Seal of the Responsible Official

ANNEXURE – II
FORMAT OF LETTER FOR PROVIDING SECURITY SERVICE IN NIT PUDUCHERRY

From, (Full Name and Address of the Bidder)

To,

The Director,
National Institute of Technology Puducherry
Karaikal – 609 609.

Subject: Tender for Providing Security Service in NIT Puducherry.

With Reference to the tender notification No.:

Dear Sir,

With respect to the above tender enquiry, I/We hereby submit my/our tender in a required format. I/We have adhered to the requirements prescribed by NIT Puducherry. I/We have carefully gone through the guidelines/terms and conditions and prescribed format and I/We accept the same without any alternations/modifications.

Thanking You,

Yours faithfully,

Signature and seal of bidder

Address:

Date:

ANNEXURE – III
FORMAT OF LETTER ACCOMPANYING TECHNICAL BID

From, (Full Name and Address of the Bidder)

To,
The Director,
National Institute of Technology Puducherry
Karaikal – 609 609.

Subject: Tender for Providing Security Service in NIT Puducherry.
With Reference to the tender notification No.:

Dear Sir,

In response to the above and in full agreement with the terms and conditions of the tender as stipulated by you, I/We submit my/our competitive and firm bid as follows:

1. I/We understand that minimum wages will be required to be paid not less than as per the terms and conditions stipulated and notified by the Government of India from time to time. In addition, I/We also understand that all statutory payments like EPF/ESI/Bonus/EDLI/Admin. Charges, etc., also need to be paid as prescribed under various statues, by me/us.
2. The Earnest Money Deposit of Rs. _____ is deposited vide State Bank Collect with Reference No. _____ dated _____.
3. I/We have valid registration in respect of Employees Provident Fund/Employees State Insurance/Goods and Service Tax (GST) etc. Copies of the above and other documents mentioned in this tender document are enclosed herewith.
4. I/We also understand that the Director, National Institute of Technology Puducherry has the right to accept or reject my/our tender bid without assigning any reasons whatsoever and his/her decision will be binding on me/us.

Encl: As above

Place:

Date:

Yours sincerely

Authorised Signatory with Seal:

Name:

ANNEXURE – IV
FORMAT FOR SUBMISSION OF FINANCIAL BID

Name of the Bidder/Security Agency: _____

The minimum rate of Basic Wages including Variable Dearness Allowance (VDA) as notified by the Office of the Chief Labour Commissioner (C), Ministry of Labour and Employment, Government of India to be followed for the following category of Security Personnel.

A. Price Bid – Security Guard (Without Arms) and Shift-in-charges and Security Supervisor:

- Wages to be quoted as per File No. I/8(1)/2019-LS-II dated 27.03.2019, Ministry of Labour and Employment, Government of India.
- Basic Wages and Variable Dearness Allowance for Security Supervisor and Shift-in-charges will be the same as **Security Guard (Without Arms)**, only the Allowance part will vary.
- National Institute of Technology Puducherry is situated in KARAIKAL which falls under the “Area – C” of Minimum Wages Act, 1948.

S.No.	Description		Value
1.	Basic Wages + VDA per duty (i.e. 8 hours)	A	Rs.
2.	No. of Duties per day (including Three Shifts)	B	49
3.	Basic Wages + VDA per day for 49 duties	$C = A \times B$	Rs.
4.	Annual Wages	$D = C \times 366$ days*	Rs.
5.	Any Other Charges (Specify for 366 days)		
	i.		
	ii.		
	iii.		
6.	Annual Service Charges (Rs.) (including all incidental charges which raise to provide the security service as per the tender document. However, the amount will be released on monthly basis (i.e) (Annual Service Charges / 12))		Rs. _____ /- for 366 days. (to be filled by the Bidder) In words, Rupees. _____ _____

*For one year 366 days is considered, Since Year 2020 is going to be a leap year.

NOTE:

- (Basic Wages + VDA) rate as per current minimum wages act.
- EPF, ESIC and Bonus will be as per the existing percentage of Government rate and ceiling limit should be followed.

- No Service Charge and GST will be paid for the EPF, ESIC and Bonus rate.
- The whole payment processes will be on reimbursement basis only.
- Only a 2% of the variation will be allowed in EPF and ESIC payment bill of the manpower deployed in NIT Puducherry by the agency, Violation will invite penalty from NIT Puducherry.

B. TRANSPORT REQUIREMENTS

S.No.	Description	Requirements
1.	Motorcycle *	01
2.	One Scorpio/Bolero/Maruti Zypsy with fuel and THREE drivers (One driver per shift) for 24 × 7 to run 1000 km per month. (Vehicle must have siren with PA system, search lights, and wireless system in it.) *	01

* Charges for the above table will be quoted in the Service Charges

Two wheelers and Four wheelers are not older than Seven Years. Successful bidder should submit the copies of Registration Certificate Book to NIT Puducherry.

- **Annual Service Charges includes Administration Charges/Establishment Charges/Charges towards Provision of Uniform, upkeep of uniform, biometric attendance machine, One computer with printer, Transportation charges, any other charges and PROFIT MARGIN of the Service Provider/Security Agency for 366 days.**

GST bill should be submitted only for wages. No other charges/claims beyond the fixed amount of service charges quoted in the financial bid shall be entertained. The amount of service charges shall remain constant throughout the contract period and they shall not be varied or altered during the contract period.

The contractor's profit/service charges should not be less or equal to the TDS (2%). If a firm quote 'Zero' or 'Nil' Service charges in the bid shall be treated as unresponsive (null and void) and will not be considered. The committee constituted by the Institute is empowered to take the decision on awarding the contract to most deserving bidder in case lowest service charges is too low quoted and may not be justifiable to deliver the proper services.

Successful bidder will submit two Separate bills. The wage bill will be separate along with service charges and GST. The second bill will be consisting of statutory payments (EPF, ESI and Bonus) and no service charges and GST will be paid for the statutory payments.

I/We shall charge the ANNUAL SERVICE CHARGES (Rs.) _____ (in figure) Rupees _____ (in words) on the Total Monthly Package Reimbursement bill as per the Terms and Conditions of the tender document.

Signature of the authorized person of the agency and Official Seal/Stamp

NOTE:

1. Bidders who will be qualified on TECHNICAL EVALUATION CRITERIA are eligible to participate in FINANCIAL BID EVALUATION CRITERIA.
2. The work will be awarded based on lowest Total Cost per Year (Total Yearly Package + Service Charge on the Total Yearly Package).
3. In case of tie for Total Cost per Year, the work order may be given to the agency that has higher Average Turnover in during last 5 (Five) Financial Years (2014-15, 2015-16, 2016-17, 2017-18, 2018-19). The decision of the evaluation committee in this regard shall be final and binding on the bidders.
4. The service provider must provide Utilization Certificate (Monthly) for the payment received from NIT Puducherry as per the Annexure – xx in the letter head of the agency.

Name of the Agency:

Address:

Telephone No.:

Mobile No.:

Fax No.:

E-mail:

Signature of the authorized person of the agency and Official Seal/Stamp

ANNEXURE – V
PRICE BID UNDERTAKING
(To be given on Company Letter Head)

From, (Full Name and Address of the Bidder)

To,
The Director,
National Institute of Technology Puducherry
Karaikal – 609 609.

Subject: Tender for Providing Security Service in NIT Puducherry.
With Reference to the tender notification No.:

Dear Sir,

1. I/We submit the Price Bid for _____
and related activities as envisaged in the Bid document.
2. I/We have thoroughly examined and understood all the terms and conditions as contained in the Bid document and agree to abide by them.
3. I/We accept and confirm to work at the rates as indicated in the price bid, inclusive of all applicable taxes and GST component on reimbursement method.
4. I/We shall not tamper/modify downloaded price bid template from www.nitpy.ac.in in any manner.

Yours Faithfully,

Signature of Authorized Representative with Seal

ANNEXURE – VI
BANK ACCOUNT PARTICULARS

(To be obtained in the Letter Head of the Bank for effective payment)

Date: _____

To,
The Director,
National Institute of Technology Puducherry
Karaikal – 609 609.

Sir/ Madam,

BANK ACCOUNT PARTICULARS (TO BE CERTIFIED BY BANKER)

Name and address of the Supplier/Company/Firm/ Agency/Contractor	
Name of the Account Holder	
Name of the Bank	
Branch Name	
Account Number	
Type of the Account	
Branch Code	
IFS Code	

Certified that the particulars furnished above are correct as per our records.

Thanking you,

Yours truly,

(Signature of the Authorized Officer from the Bank with Seal)

ANNEXURE – VII
UNDERTAKING BEFORE SUBMITTING THE BID

To,
The Director,
National Institute of Technology Puducherry
Karaikal – 609 609.

Name of the firm/Agency _____
Name of the tender _____ Due date: _____

Dear 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 NIT Puducherry 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.
5. I/We do hereby undertake that complete security of the NIT Puducherry 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.

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone. No.

ANNEXURE – VIII

DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART IN TENDER

(To be executed and attested by Public Notary/Executive Magistrate on Rs.100/- 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 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 Puducherry and EMD (Earnest Money Deposit) and Performance Security Deposit shall be forfeited.

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

DEPONENT

Attested:

(Public Notary/Executive Magistrate) with Date

Name :

Address :

ANNEXURE – IX
DECLARATION REGARDING NON-PENALIZATION / NON-PUNISHMENT
FOR TAKING PART IN TENDER

(To be executed and attested by Public Notary/Executive Magistrate on Rs.100/- 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 and ESI by way imprisonment.

Or

I/We _____ (Tenderer) hereby declare that the Firm/agency namely M/s. _____ has 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 NIT Puducherry and EMD (Earnest Money Deposit) and Performance Security Deposit shall be forfeited.

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

DEPONENT

Attested:

(Public Notary/Executive Magistrate) with Date

Name :
Address :

ANNEXURE – X

DECLARATION REGARDING NON PENDING CRIMINAL CASE FOR TAKING PART IN TENDER

(To be executed and attested by Public Notary/Executive Magistrate on Rs.100/- 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. _____ was 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 NIT Puducherry and EMD (Earnest Money Deposit) and Performance Security Deposit shall be forfeited.

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

DEPONENT

Attested:

(Public Notary/Executive Magistrate) with Date

Name :

Address :

ANNEXURE – XI
CERTIFICATE FOR THE VEHICLE MILEAGE OF FOUR WHEELER

I/We (M/s. _____ (Name of the Security Agency)) certify that,

Vehicle Registration No. _____

Make/Model _____

Vehicle Category _____

Month and Year of Manufacturing _____

Mileage of Vehicle per litre (Petrol/Diesel) _____

Bidder Signature and seal with Date

We have checked the mileage of the vehicle details as given above and assessed the performance of the vehicle.

Signature of Authorised vehicle dealer and seal with Date

ANNEXURE – XII
CERTIFICATE FOR THE VEHICLE MILEAGE OF TWO WHEELER

I/We (M/s. _____ (Name of the Security Agency)) certify that,

Vehicle Registration No. _____

Make/Model _____

Vehicle Category _____

Month and Year of Manufacturing _____

Mileage of Vehicle per litre (Petrol/Diesel) _____

Bidder Signature and seal with Date

We have checked the mileage of the vehicle details as given above and assessed the performance of the vehicle.

Signature of Authorised vehicle dealer and seal with Date

ANNEXURE – XIII
(for the use of successful bidder only after award of contract)

AFFIDAVIT
(For Compliance of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952)

(To be furnished by contractor along with the contract document)

Whereas, M/s _____
(Agency Name In Block Letters) has been awarded the contract for providing contractual security service in NIT Puducherry from _____ to _____ vide work order No.: _____ dated _____
Tender No.: _____ by NIT Puducherry administration, to execute the job/work on the terms and condition as stipulated therein as per the agreement /contract.

In pursuance of the above, I/We _____ S/o _____
R/o _____
_____ and Proprietor/Partner/Director/Authorized Representative (Designation) _____ of M/s. _____ (Agency Name In Block Letters) hereby confirm and accept to abide by the rules stipulated below and declare as follows:

That the provision of the Employee Provident Fund and Miscellaneous Provision Act, 1952 will be complied and it will follow all the liabilities on account of EPF contribution/dues for the employees/workers deployed by M/s. _____ (Agency Name In Block Letters) at NIT Puducherry.

The EPF Code of the Agency is: _____

The address of the EPF Office for EPF Remittance is:

That no contract employee will be deployed in NIT Puducherry, without EPF Number and Registration of the employee with EPFO.

The agency will submit the EPF number of all the contract employees along with the Aadhaar copy to NIT Puducherry Administration, within a week of implementing the Contract.

The agency will submit the EPF dues of the contract employees deployed at NIT Puducherry, at respective employee EPF code by ____ (Date) of each and every month.

The agency will submit the EPF remittance bill/challan of every month by 20th to NIT Puducherry administration.

The agency abides in paying the fine of Rs. 500/-, each day after 20th of every month, for delay in submission of EPF bill to NIT Puducherry administration.

The agency will submit the pay or wage slip with full particulars of the contract employee and with the details of the EPF remittance of the respective contract employee to NIT Puducherry administration by ____ (Date) of every month, along with the contract employees Signature.

The agency will submit the contractor copy of EPF returns, submitted to EPF office, as per EPF rules and regulation.

The agency authorises the NIT Puducherry administration institute representative to inspect the EPF accounts of the agency, with the EPF Treasury (Where the EPF payment of contractual employee deployed at NIT Puducherry is made).

Where EPF payment are not made for more than two months, the agency gives the right to NIT Puducherry, to deduct the EPF amount of all the respective contract employees deployed at NIT Puducherry and directly submit the EPF contribution to EPF treasury under the agency EPF Code: _____.

Also, the agency agrees to the fine levied by NIT Puducherry of 2% of the total performance security amount deposited with NIT Puducherry for every default of EPF payment by the agency.

I shall be stand responsible for any such future claim and action/proceeding if any, with regard to EPF dues/outstanding received through concerned authorities.

Further, I shall keep NIT Puducherry, fully indemnified and free from all such EPF dues/outstanding claims/demands/action/proceedings, if any, against NIT Puducherry, in respect of aforesaid contract and NIT Puducherry shall have no liabilities on this account.

In witness whereof, I/We _____
on behalf of M/s. _____ executed
this indemnity bond on dated _____ mentioned above.

Signature of Contractor/Authorized Representative of Contractor with Company seal

Witnesses:

1) Signature:
Name:
Address:

2) Signature
Name:
Address:

ANNEXURE – XIV
(for the use of successful bidder only after award of contract)

AFFIDAVIT
(For Compliance of the Employees' State Insurance Act, 1948)
(To be furnished by contractor along with the contract document)

Whereas, M/s _____
(Agency Name In Block Letters) has been awarded the contract for providing contractual security service in NIT Puducherry from _____ to _____ vide work order No.: _____ dated _____
Tender No.: _____ by NIT Puducherry administration, to execute the job/work on the terms and condition as stipulated therein as per the agreement /contract.

In pursuance of the above, I/We _____ S/o _____ R/o _____ and Proprietor/Partner/Director/Authorized Representative (Designation) _____ of M/s. _____ (Agency Name In Block Letters) hereby confirm and accept to abide by the rules stipulated below and declare as follows:

That the provision of the Employees' State Insurance Act, 1948 will be complied and it will follow all the liabilities on account of ESI contribution/dues for the employees/workers deployed by M/s. _____ (Agency Name In Block Letters) at NIT Puducherry.

The ESIC Code of the Agency is: _____

The address of the ESIC Office for ESI Remittance is:

That no contract employee will be deployed in NIT Puducherry, without ESIC Number and Registration of the employee with ESIC.

The agency will submit the ESIC number of all the contract employees along with the Aadhaar copy to NIT Puducherry Administration, within a week of implementing the Contract.

The agency will submit the ESIC dues of the contract employees deployed at NIT Puducherry, at respective employee ESIC code by ____ (Date) of each and every month.

The agency will submit the ESIC remittance bill/challan of every month by 20th to NIT Puducherry administration.

The agency abides in paying the fine of Rs. 500/-, each day after 20th of every month, for delay in submission of ESIC bill to NIT Puducherry administration.

The agency will submit the pay or wage slip with full particulars of the contract employee and with the details of the ESIC remittance of the respective contract employee to NIT Puducherry administration by ____ (Date) of every month, along with the contract employees Signature.

The agency will submit the contractor copy of ESIC returns, submitted to ESIC office, as per ESIC rules and regulation.

The agency authorises the NIT Puducherry administration institute representative to inspect the ESIC accounts of the agency, with the ESIC Treasury (Where the ESIC payment of contractual employee deployed at NIT Puducherry is made).

Where ESIC payment are not made for more than two months, the agency gives the right to NIT Puducherry, to deduct the ESIC amount of all the respective contract employees deployed at NIT Puducherry and directly submit the ESIC contribution to ESIC treasury under the agency ESIC Code: _____.

Also, the agency agrees to the fine levied by NIT Puducherry of 2% of the total performance security amount deposited with NIT Puducherry for every default of ESIC payment by the agency.

I shall be stand responsible for any such future claim and action/proceeding if any, with regard to ESIC dues/outstanding received through concerned authorities.

Further, I shall keep NIT Puducherry, fully indemnified and free from all such ESIC dues/outstanding claims/demands/action/proceedings, if any, against NIT Puducherry, in respect of aforesaid contract and NIT Puducherry shall have no liabilities on this account.

In witness whereof, I/We _____
on behalf of M/s. _____ executed
this indemnity bond on dated _____ mentioned above.

Signature of Contractor/Authorized Representative of Contractor with Company seal

Witnesses:

1) Signature:
Name:
Address:

2) Signature
Name:
Address:

ANNEXURE – XV
UTILIZATION CERTIFICATE
(for the use of successful bidder only after award of contract)

(To be provided Monthly by the Service Provider in the Letter Head)

I/We M/s. _____ received the total payment of Rs. _____ (Rupees _____ Only) for the month and year of _____ from NIT Puducherry towards the outsourcing charges of Security Services. The payment is utilized as follows,

S.No.	Particulars	Amount in Figures	Amount in Words
1.	Wages, Allowance		
2.	Bonus		
3.	Statutory Payments (EPF)		
	EPF Employee Contribution		
	EPF Employer Contribution		
	EPS Employer Contribution		
	EDLI Employer Contribution		
	EPF Administration Charges		
4.	Statutory Payments (ESIC)		
	ESI Employee Contribution		
	ESI Employer Contribution		
5.	Others (If any)		
	Total (Rs.)		

Signature and Seal of the Service Provider

ANNEXURE – XVI
(for the use of successful bidder only after award of contract)

UNDERTAKING LETTER

(To be submitted by the security agency letter head along with each monthly bill for compliance of the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and rules and other laws as applicable)

To,
The Director,
National Institute of Technology Puducherry
Karaikal – 609 609.

Name of the firm/Agency _____
Name of the tender _____ Due date: _____

Dear Sir,

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 National Institute of Technology Puducherry against work order No. _____ dated _____, I / We have complied with the provisions of Contract Labour (Regulation and Abolition) 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 wages 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 EPF 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 National Institute of Technology Puducherry for my lapses, I undertake to reimburse the same or National Institute of Technology Puducherry is authorize to deduct the same from my dues as payable.

Authorised Signatory
M/s. _____
(Rubber Seal)

ANNEXURE – XVII
DRAFT AGREEMENT
(To be executed by the successful bidder)
(On Judicial Stamp Paper of Rs.100/- (Duly Notarized))

This AGREEMENT made on this day between National Institute of Technology (NIT) Puducherry and M/s..... (Hereinafter referred to as Agency) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assignees of the OTHER PART.

WHEREAS NATIONAL INSTITUTE OF TECHNOLOGY PUDUCHERRY is desirous of giving a work contract for providing the security services at NIT Puducherry Campus at Karaikal – 609 609, Union Territory of Puducherry.

WHEREAS Agency has represented that he is a registered Agency under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the Agency at his own expenses, etc. and the Agency shall report the compliance thereof to NIT Puducherry. The Agency shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS NIT Puducherry has agreed to award the contract of work of security arrangements and to keep a strict watch and ward of the land and properties hereinafter mentioned as work assigned details of which given at 'Scope of Work and Requirement'.

AND WHEREAS the Agency has agreed to furnish Security Deposit equivalent to one month gross wages to The Director, NIT Puducherry, within one week on receiving the work order for security services in NIT Puducherry.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under:

A. GENERAL CONDITIONS

1. That it is expressly understood and agreed between the parties to this Agreement that the persons (Ex-Servicemen, Civilian Security Guards and Lady Security Guards) deployed by the Agency for the services mentioned above shall be the employees of the Agency for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Agency and in no case, a relationship of employer and employee between the said persons and the NIT Puducherry shall accrue/arise implicitly or explicitly ever.
2. That on taking over the responsibility of the work assigned the Agency shall formulate the mechanism and duty assignment of work to its personnel in consultation authorized representative of the Director, NIT Puducherry. Subsequently, the Agency

shall review the work assigned from time to time and advise the authorized representative of the Director, NIT Puducherry for further streamlining their system. The Agency shall further be bound by and carry out the directions/instructions given to him by the authorized representative of the Director, NIT Puducherry in this respect from time to time.

3. That the authorized representative of the Director, NIT Puducherry, shall be at liberty to carry out surprise check on the persons as deployed by the Agency in order to ensure that personnel deployed by him are doing their duties proficiently.
4. That the agency will submit FORM VII from the Labour commissioner Office for Commencement of work in NIT Puducherry Campus within 15 days from receiving the work order from NIT Puducherry for Security Services in NIT Puducherry Campus.
5. That in case any of the persons so deployed by the Agency does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riots or disorderly conduct, the Agency shall immediately withdraw/replace and take suitable action against such persons on the report of the authorized representative of the Director, NIT Puducherry in this respect.

B. AGENCY'S OBLIGATIONS

1. That the Agency shall carefully and diligently perform the work assigned to him as mentioned at 'Scope of Work and Requirement' as deemed fit by him in consultation with the authorized representative of the Director, NIT Puducherry.
2. That for performing the assigned work, the Agency shall deploy medically and physically fit persons. The Agency shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. Persons so engaged by the Agency shall be from amongst the retired/released Ex-Service personnel of Army, Para Military or Police of integrity and good conduct. The Security personnel should be of (a) age group between 40 and 55 years in the case of Ex-Servicemen and 25 to 40 years in the case of civilians (b) The Security Guards should have the ability to check Identity cards of those who enter the Institutes and Gate passes issued to vehicles to carry out of the Institute any object, material or store. (c) Working knowledge of the languages Tamil and English is desirable for all Security Guards and working knowledge of Tamil, Hindi and English is essential for Security Supervisors (d) The Security Supervisors should be graduates and they should have at least three years' experience, as Supervisor/Shift In-Charge in a similar Institution or larger establishment. They should be physically fit and should be able to read and write in English and Hindi.
3. That the agency will submit the Annexures XIII and XIV, from the tender document within 10 days from the date of receiving the work order from the NIT Puducherry. Annexure XV and XVI will be submitted by the agency with the monthly invoice.
4. That the Agency shall submit details, such as names, parentage, residential address, age etc. of the persons deployed by him in the premises of NIT Puducherry. For the

purpose of proper identification of the employees of the Agency deployed for the work, the agency shall issue identity cards bearing their photographs/identification, etc. and as such employees shall display their identity cards at the time of duty.

5. That the Agency shall be liable for payment of wages and all other dues within the stipulated time period as per Minimum Wages Act 1948 which they are entitled to receive under the various labour laws and other statutory provisions.
6. That the Agency shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to NIT Puducherry. It shall also comply with the statutory provisions of Contract Labour (Regulation and Abolition) Act, 1970, Employees State Insurance Act, Workman's Compensation Act 1923, Payment of Wages Act 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act 1952, Payment of Bonus Act 1965, The Minimum Wages Act 1948.
7. That the Agency shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions' omission, fault, breaches and/or under the said Acts, and shall further keep NIT Puducherry indemnified from all acts of rules/regulations and/or any bye-laws or rules framed under or any of these, NIT Puducherry shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Agency's monthly payments.
8. That the Agency shall be required to maintain permanent attendance register/roll within the building premises which will be opened for inspection and checking by the authorized officers of NIT Puducherry.
9. That the Agency shall make the payment of wages, etc. to the persons so deployed through electronic transfer (RTGS/NEFT) directly to their bank accounts and submit the details accordingly to NIT Puducherry for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Agency to ensure that it is fulfilling its commitments towards their employees so deployed under various Labour Laws, having regard to the duties of NIT Puducherry in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970.
10. That the Agency shall submit the proof of having deposited the amount of ESI and EPF contributions towards the persons deployed at NIT Puducherry in their respective names before submitting the bill for the subsequent month.
11. That the Agency will maintain all the statutory documents, registers, forms and other supporting documents related to the Contract Labour (Regulation and abolition) Act 1970.
12. The Agency shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of its employees so deployed and ensure preservation of peace and protection of persons and property of NIT Puducherry.

13. The Agency shall remove all workers deployed by it on termination of the contract or on expiry of the contract from the premises of NIT Puducherry and ensure that no such person shall create any disruption/hindrance/problem of any nature in NIT Puducherry either explicitly or implicitly.
14. The security money so deposited by the Agency shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Agency and/or loss/damage, if any, sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Agency.
15. The security money will be refunded without any interest to the Agency after three months of the expiry of the contract only on the satisfactory performance of the contract.
16. That the Agency shall keep NIT Puducherry indemnified against all claims whatsoever in respect of the employees deployed by the Agency. In case, any employee of the Agency so deployed enters into dispute of any nature whatsoever, it will be the primary responsibility of the Agency to contest the same. In case NIT Puducherry is made party and is supposed to contest the case, the NIT Puducherry will be reimbursed for the actual expenses incurred towards Counsel Fees and other expenses which shall be paid in advance by the Agency to NIT Puducherry on demand. Further, the Agency shall ensure that no financial or any other liability comes on NIT Puducherry in this respect of any other nature whatsoever and shall keep NIT Puducherry indemnified in this respect.
17. The Agency shall further keep the NIT Puducherry indemnified against any loss to the NIT Puducherry property and assets. NIT Puducherry shall have further right to adjust and/or deduct any of the amounts for the loss suffered as aforesaid from the payments due to the Agency under this contract.
18. That the Agency shall ensure that the persons so deployed do not allow any property of NIT Puducherry to be taken out of the premises without a Gate Pass signed by the designated officials of NIT Puducherry. As a safeguard against any dishonesty, connivance and/or ulterior motive, the specimen signature of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the Agency along with subsequent changes, if any. Security Committee shall make suitable arrangement to ensure compliance.
19. That the Agency shall report promptly to NIT Puducherry of any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the Agency to ensure security and safety of all the property and assets, movable and immovable of NIT Puducherry and if, there is any loss of NIT Puducherry on account of dishonesty, and/or due to any lapse on the part of the Agency or his worker, the Agency shall make good on demand the loss to NIT Puducherry.

20. That the uniforms supplied by the Agency at its own cost to the persons deployed for its work shall include army cut, anklets, ankle boots, web belt (with baton strap), baton beret with ceremonial heckle, whistle, loaded torches, etc. The seasonal equipment such as jerseys, grey coats in winters and raincoats in monsoon shall also be provided by the Agency at its own cost and NIT Puducherry shall have no liability whatsoever on this account.
21. The Agency shall impart/ensure training to their employees (deployed in the NIT Puducherry Campus) on operation of Hand Metal detector, frisking, vehicle checking, firefighting and such other safety and security measures as would essentially be required in connection with this contract.
22. The antecedents verification (i.e. Police Verification) of the Ex-servicemen/Ex-Para Military Personnel/ExPolicemen (JCOs and Other Ranks or equivalent) beyond 5 (Five) years of their retirement from Army/ParaMilitary/Police will invariably be done by the Agency within three months of their deployment. In case of any adverse reporting by the Police, the individual will be replaced by the contractor immediately with the suitable replacement having positive police verification.
23. In the event of "BANDH" or any other natural calamities the Agency will ensure the availability/relieving of Guards and Supervisors.
24. The Agency shall maintain all relevant registers in the premises in NIT Puducherry which may have to be presented for inspection by the Labour Authorities as and when required. The Agency shall also put up a notice board displaying the minimum wages prescribed by the Central Government from time to time.
25. The NIT Puducherry shall not own any responsibility for providing living accommodation to the personnel deployed by the agency.
26. The Agency will make good of any loss of property or articles etc. and/or compensate for any injury caused by its personnel inside the premises while on duty.
27. The Agency shall provide sufficient numbers of cane sticks and torches with battery cell to the security personnel.
28. A FIRST AID BOX has to be provided and kept in the main gate security office of NIT Puducherry by the Agency.
29. The Agency will take responsibility and make payment for any loss of property or articles etc. and/or compensate for any injury caused by its personnel inside the premises while on duty.
30. In the event of any deficiency in the service rendered by the agency, at any time during the execution of the contract, NIT Puducherry shall have the right to impose a suitable penalty which would be recovered from the monthly bill(s) of the agency.

The decision of the NIT Puducherry authority in this respect shall be binding on the agency.

31. The work may be terminated by serving one month notice from either side. However, NIT Puducherry reserves the right to cancel the contract at any time without any prior intimation in the event of any activities adversely affecting the interest of NIT Puducherry.
32. The Agency on completion of the specified term of contract or on termination of the contract shall peacefully vacate the premises of NIT Puducherry along with their all personnel and materials.
33. That the agency will submit the revised statutory wages, along with the Government order within a week as and when the Government of India declares. No wages claim will be entertained by NIT Puducherry in terms of wage arrears, if not submitted by the Agency within the stipulated time.

C. NIT PUDUCHERRY'S OBLIGATIONS

1. That in consideration of the services rendered by the Agency as stated above, the agency will submit the attendance sheet along with statutory payment sheet and this will be verified and certified by the Security Committee of NIT Puducherry and also all the sheets are duly certified by the Internal Audits and Finance and Accounts Officer of NIT Puducherry. Payment will be released accordingly.
2. The payment on account of enhancement/escalation charges on account of revision in wages by the Government of India from time to time shall be payable by NIT Puducherry to the Agency.

D. PENALTIES/LIABILITIES

That the Agency shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and security deposit will be forfeited and further the work may be got done from another agency at its risk and cost.

1. No changes or modifications in the mutually agreed rates, except, statutory taxes / charges / wages etc. as advised by Government of India from time to time, shall be allowed.
2. NIT Puducherry shall be entitled to set off against and deduct and recover from the aforesaid charges and any other sums payable by NIT Puducherry to the company at any time, any tax, levy or other amount whatsoever which may be required to be deducted by order of any court/Authority under any law now existent or which may come into existence during the currency of this agreement as also any and all amounts which may be or become payable by the company to NIT Puducherry under this agreement or pursuant thereto, provided however that NIT Puducherry will give

the company a notice of not less than 3 days prior to the making of any set-off, deduction or recovery (other than a set-off, deduction or recovery made in accordance with any law or required to be made under any law or made pursuant to any order of a court of other authority) against or from the aforesaid charge / sums lying with NIT Puducherry.

E. COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f. _____ and shall remain in force for a period of one year. This agreement may be extended on such terms and conditions as are mutually agreed upon.
2. That this agreement may be terminated on any of the following contingencies:
 - a) On the expiry of the contract period as stated above
 - b) By giving one month's notice by NIT Puducherry, if, it is found that continuation of the contract is not in the interest of NIT Puducherry. The Agency is not eligible for any compensation or claim in the event of such cancellation.
 - c) For committing breach by the Agency of any of the terms and conditions of this agreement.
 - d) On assigning the contract or any part thereof to any Sub-Agency by the Agency without written permission of NIT Puducherry.
 - e) On Agency being declared insolvent by competent Court of Law. During the notice period for termination of the contract, in the situation contemplated above, the Agency shall keep on discharging its duties as before till the expiry of notice period.

F. POST TERMINATION RESPONSIBILITIES OF THE COMPANY

1. Upon Termination of this Agreement, Contractor shall immediately deliver to NIT Puducherry all the documents and any/all data, held by it and which are in possession/custody/control of its Facility Staff, to NIT Puducherry. The Agency shall also forthwith remove its entire Staff together with its machines/equipment whatsoever from the premises of NIT Puducherry. This is further subject to the fact that NIT Puducherry may at its option direct contractor to finish any particular work/works may at date of termination be outstanding.
2. Any breach of the obligation or delay in its implementation shall without prejudice to NIT Puducherry other rights at law, result in damages at the rate of Rs. 10,000 per day with interest thereon at the rate of 18%. This amount may without prejudice to all other rights of recovery vesting by law in NIT Puducherry be, also recovered from the outstanding monies, if any, of contractor which may at the date be outstanding in the hands of NIT Puducherry.

G. ADDITIONAL TERMS AND CONDITIONS

1. The Registrar, National Institute of Technology Puducherry will be the designated officer for administrating this contract.
2. **JURISDICTION:** The courts at Karaikal, Union Territory of Puducherry only shall have the jurisdiction for the purpose of this agreement.
3. **ARBITRATION:** In the event of dispute, differences, claims and questions arising between the parties hereto arising out of this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavor to settle such differences, disputes, claims or questions by friendly consultation and failing such settlement, the same shall be referred to the arbitration of arbitrator, to be appointed by The Director, National Institute of Technology Puducherry. Such arbitration shall be held in accordance with the provisions of the arbitration and conciliation Act 1996 or re-enactment thereof for the time being in force and shall be held in Karaikal. All legal disputes will be subject to jurisdiction of Karaikal courts.
4. The whole Tender Document with Ref No. NITPy/Security/2019/008 dated 03.07.2019 is a part of this agreement, all conditions and rules in that tender document should be followed by the agency.

In consideration of the payments to be made by the Principal Employer to the Service Provider Contractor as hereinafter mentioned, the Service Provider Contractor hereby Covenants with the Principal Employer to execute and Provide Security services w.e.f. **01.09.2019 at 06:00 hrs** as per the provisions of this Agreement and the tender document.

The Principal Employer hereby covenants to pay the Service Provider 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) Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from 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 **Security Service Agency** and for and on behalf of the National Institute of Technology Puducherry, Karaikal, Union Territory of Puducherry.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written. For and on behalf of The Agency For and on behalf of National Institute of Technology Puducherry.

For National Institute of Technology Puducherry

For **Security Service Agency Name**

Witness Signature and Address

Witness Signature and Address

CHECK LIST AND IMPORTANT DATES FOR BIDDERS
(To be enclosed with the Technical Bid)

S.No.	Particulars	Compliance – Wherever applicable indicate page number
1.	Whether the State Bank Collect receipt for EMD (Rupees Thirty thousand) has been submitted in a SEPARATE ENVELOPE ?	
2.	In respect of Bidders who are seeking exemption from EMD amount, whether a registration certificate with NSIC has been furnished? What is the validity period for the certificate? Does the certificate hold good for job tendered in our notice inviting tender?	
3.	Whether TECHNICAL BID along with ANNEXURES is kept inside a SEPARATE ENVELOPE and the said envelope is superscribed as per the instructions given in the tender document?	
4.	Whether FINANCIAL BID has been submitted in the format prescribed in the tender document?	
5.	Whether the FINANCIAL BID has been submitted under the Letter Head of the bidding firm/company/agency?	
6.	Whether the FINANCIAL BID has been kept inside a SEPARATE ENVELOPE and the said envelope is superscribed as per the instructions given in the tender document?	
7.	Whether all the pages of the tender document (Technical Bid , its enclosures and Financial Bid) are duly signed and stamped by the Authorized signatory?	
8.	Whether the TWO SEPARATE ENVELOPES containing (a) EMD and Technical Bid and (b) Financial Bid are placed and wrapped in a Larger Size Outer Envelope and ALL THE ENVELOPES are sealed and superscribed as instructed?	
9.	Whether the following documents have been enclosed with the Technical Bid: 1. Documents evidencing legal status of the bidder 2. Registration with Labour Department 3. Income tax PAN Number (Xerox) 4. Income tax Return Acknowledgement for the last three years. 5. ESI registration certificate and proof for latest remittances 6. EPF registration Certificate and proof for latest remittance 7. Service Tax registration certificate with proof for latest remittances 8. GSTIN Registration Number with proof of latest remittance	

	<p>9. Solvency certificate for Rs.20 lakhs from a Nationalized bank</p> <p>10. List of completed and ongoing security contracts with performance certification from the client organization.</p> <p>11. Experience/ Certificate/Details regarding (i) Handling of Fire Fighting equipment, (ii) Disaster Management (iii) Percentage of Ex-Servicemen on the pay rolls of the bidder (iv) Proof for having CUG Cellphones (v) Driving licenses for light and heavy vehicles (vi) Training facilities (vii) Name and Address of the Banker.</p>	
10.	All Annexures from I to XII filled and submitted along with this tender document	
All the necessary documents with this Tender Document are submitted with page number and self-attestation.		

IMPORTANT DATES	
Tender Notification date:	July 03, 2019
Pre-Bid Meeting Date and Time:	July 10, 2019, Wednesday at 03.30 p.m.
Last Date for Submission of Tender:	July 29, 2019, Monday at 03.00 p.m.
Date of Opening of Technical Bid:	July 29, 2019, Monday at 03.30 p.m.

Signature, Seal of the Bidder with Date

NOTE: Corrigendum / Addendum / Amendments / Clarification, etc., with respect to works, if any shall be hosted in NIT Puducherry website only. Interested bidders / Agencies are advised to visit NIT Puducherry Website regularly, as no separate information/advertisement shall be published in the newspaper in this regard including any postponement of tender opening date.
