## **E-TENDER DOCUMENT**

(This document contains 36 pages)

FOR

#### SECURITY SERVICES

AT

## NATIONAL INSTITUTE OF TECHNOLOGY HAMIRPUR

## E-TENDER NOTICE NO.ADMN-SECURITY- 01/2020

#### DATE OF RELEASE OF E-TENDER: 30/06/2020

## LAST DATE OF RECEIPT OF E-TENDER BIDS: 13/08/2020

## REGISTRAR NATIONAL INSTUTE OF TECHNOLOGY HAMIRPUR (HP) – 177 005

## TELEPHONE 01972 224390, 254028 Email ID: <u>registrar@nith.ac.in</u>

#### DISCLAIMER

The information contained in this tender document or subsequently provided to Applicant, whether verbally or in documentary or any other form by or on behalf of the Institute or any of its employees or advisers, is provided to Applicant on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided. This information is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

The INSTITUTE accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. This Tender document is not an agreement. The purpose of this Tender document is to provide interested parties within formation that may be useful to them in the formulation of their Proposals pursuant to this Tender document. This Tender document includes statements, which reflect various assumptions and assessments arrived at by the INSTITUTE in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Tender document may not be appropriate for all persons, and it is not possible for the INSTITUTE, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender document.

The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender document and obtain independent advice from appropriate sources.

The INSTITUTE, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Selection Process. The INSTITUTE also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender document.

The INSTITUTE may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender document.

The issue of this Tender document does not imply that the INSTITUTE is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the assignment and the INSTITUTE reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its cost associated with or relating to preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the INSTITUTE, formation of consortium or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the INSTITUTE shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

# NATIONAL INSTITUTE OF TECHNOLOGY, HAMIRPUR (H.P) 177005

E-tenders are invited from highly reputed, well established & Professional Security Agencies registered with appropriate authority as designated in Private Security Agencies Act - 2005, having valid license under Contract Labour (Regulation & Abolition) Act, 1970 and capable of providing 147 Security Guards on site (including 04 Supervisors, 03 Gunman) for duty in three shifts. The tender form may be downloaded from <u>http://eprocure.gov.in</u> or alternatively through Institute website <u>www.nith.ac.in.</u> The Tender Document must be submitted along with tender fee of Rs. 3,000/- (Rupees Five thousand only) in the shape of Bank Draft drawn in favour of Registrar, National Institute of Technology Hamirpur (HP). The agency should be fulfilling following criteria:

# A. 1. ELIGIBILITY CRITERIA AND OTHER CONDITIONS

- The Agency should be approved / recognized/ registered by Govt. of India/ (a)State Govt. for providing security services and must be registered under PSAR Act.
- The Agency must comply and fulfils with all statutory requirements such as (b)registration with EPF, PAN/ GST/ TAN, P.Tax etc. along with proof and copies of latest three months challans.
- The agency shall **compulsorily** provide a proof of recent experience viz; of (c)deploying at least (100 or more Security Guards) per shift of 8 hours in centrally/state funded institutes / Universities/ NITs /IITs/ Govt. Medical Colleges.
- The Agency must have five years experience in executing similar services to (d)institutions/universities and reputed public/private sector organizations with single annual work order of INR 1.00 Crore in any of the last three years. Weightage will be given to firms having experience in providing such services in educational institutions.
- The agency must have sound financial viability with an average annual (e)turnover of INR 3.00 Crore in preceding three financial years (copy of audited balance sheets, P&L Accounts and ITR certificates must be enclosed along with CA Certified average annual turnover of last three years on a separate sheet).
- The Agency should possess adequate continuous experience of at least 05 (f) years of providing security services and should have basic infrastructure, vehicles & training centre as per PSAR Act.
- The Agency besides providing security services should be capable of (g)monitoring traffic safety, parking & trespassing etc.
- The Agency will have to produce Contract Labour License as per Labour Act (h) from the Labour Department after being awarded the contract within 02 months.

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- (i) The agency is required to maintain separate rate template for Ex-servicemen & Civilians considering the Central wages.
- (j) The bidders are required to give presentation before the authorized committee on scheduled date and time mentioned under Section B.2 (Important Dates).
- (k) The bidder should not have been blacklisted by Govt. Department or any other organization and bidder should not have any litigation in any of the Labour Court(s). An affidavit to this effect on Non-Judicial stamp paper of Rs. 100/-(Rupees One hundred only) duly notarized be enclosed with the Technical Bid. Also to note that the applicant is/has not formed/ part of any cartel at any time for processing any contract including the present tender.
- (l) The Firm/company will submit an affidavit to the effect that presently there is no case in any court or police enquiry is pending against the firm regarding non disbursal of dues at any time in the past of their contract in such matter.
- (m) The Agency should be able to provide at least 40% Ex-Serviceman.
- (n) The agency should follow Central Government Reservation Policy in recruiting/deputing Security personnel.
- (0) The agency shall follow guidelines and instructions as given under PSAR Act and The Private Security Agencies Central Model Rules.
- (p) The agency should read schedule D of this document i.e. TERMS AND CONDITIONS of this document thoroughly BEFORE BIDDING and once bidding is done by any Agency it would mean that the bidding agency shall fulfil and adhere to all terms and conditions mentioned in the tender document.

## APPLICATIONS OF THE AGENCIES NOT MEETING ABOVE ELIGIBILITY CONDITIONS WILL BE REJECTED.

## A.2. Details of the BID Documents:

- A.2.1 All the tender documents should be uploaded to e-procurement portal and the original copy of these tender documents properly numbered, indexed and properly bind, along with Earnest Money Deposit (EMD) of Rs.6, 00,000/- (Rupees Six lakh only) payable in the form of Demand Draft/Bankers Cheque/FDR duly pledged in favour of **REGISTRAR, NATIONAL INSTITUTE OF TECHNOLOGY HAMIRPUR (H.P.)** should be submitted to NIT Hamirpur.
- A.2.2 <u>The validity of the tender shall be 90 (ninety) days from the date of opening of technical BID.</u>

#### **B.** INSTRUCTIONS TO BIDDER

#### **B.1** Submission of BID:

B.1.1 The BID in original duly signed should be uploaded on e-procurement portal and original copy to be submitted physically to NIT Hamirpur.

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- B.1.2 Bidder is advised to submit the BID strictly in accordance with the terms & conditions and specifications contained in the BID documents and not to stipulate any deviation or condition. Institute reserves the right to reject any BID containing deviations to the terms & conditions and requirements stipulated in the BID document.
- B1.3 The Institute will be holding a pre-bid meeting in Conference Hall of Administrative Block on **14-07-2020 at 03:00 PM**, interested prospective tenderers or their authorized representatives who wish to participate in the Pre-bid meeting may participate and seek any clarifications. Institute reserves the right to make any alterations in the tender document suo-moto and /or based on the suggestions/ decisions arrived at the pre-bid meeting. Interested prospective tenderers or their authorized representatives who wish to participate in the Pre-Bid meeting shall inform the Institute two days in advance of their participation by E-Mail at the contact given in the Tender Document to facilitate the Institute for making necessary arrangements. Any modification to the tender document will be posted in the Central Public Procurement Portal and such modification shall be binding on all the tenderers.
- B1.4 The prospective tenderers are advised to refer to the websites for any modification to the tender Document and the tenderer shall ensure that the tender Documents submitted by them shall contain such modifications, failing which the tenders are liable to be rejected.
- B1.5 In the Financial Bid, the Bidders must quote the rates in figures as well as in words as specified in excel template. If there is any discrepancy between the price quoted in figures and words, the price quoted in words shall be taken as the final BID price. Before quoting the financial bid, the bidder must read the entire tender document carefully and should arrive at the cost claimed by assessing all the services required by the Institute.
- B1.6 BID shall be submitted in two parts: Part I Technical Bid and Part II Financial Bid.
  Part-I should be separately sealed and inscribed with the words "Part I: "Technical BID "shall be sent to NIT-Hamirpur and "Part II": Financial BID", should only be uploaded on the e-procurement portal.
  - a. The BID must contain the name, address and contact details of business of the person or persons submitting the BID and must be **signed and sealed by the Bidder with his/her signature on every page of the BID.**
  - b. BID by a partnership firm must furnish names of all partners and be signed in the partnership name, followed by signatures and designations of authorized partners or other authorized representatives. The copy of partnership deed/ agreement should also be furnished.

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c. The Bidder's name stated in the BID shall be exact legal name of the firm/ company/corporation etc. as registered or incorporated.

All changes/alterations/corrections in the BID shall be signed with date in full by the person or persons signing the bid. **No erasing and/or overwriting is allowed.** 

**B.2** Transfer of BID submitted by one Bidder to another is not permissible. No alteration in the essence of BID, once submitted shall be permissible. In case the Bidder modifies/withdraws during the period of validity, his EMD shall be forfeited.

## **B.2.1: TECHNICAL BID SHALL CONTAIN THE FOLLOWING:**

- i. Cost of BID Tender Document/documentation fees of (Rs.3000/-) in the shape of Bank Draft.
- ii. Earnest Money Deposit (EMD) as per F-1.
- iii. BID Form **F-2** along with the Bidding document duly signed and stamped on all pages by the authorized signatory thereby accepting all terms and conditions.
- iv. Bidder's General Information **F-3** along with the documentary proof.
- v. Bidder's Eligibility Criteria **F-4** along with the documentary proof.
- vi. No Deviation Confirmation as per F-5.
- vii. Company/Agency profile.
- viii. Documents related to Trade License, PAN, Professional Tax Registration, GST, EPF registration No. etc.
  - ix. Audited financial statement for last the three years (2016-2017, 2017-2018 & 2018-2019).
  - x. Agency should neither be blacklisted nor any police complaint/case (in any court) be pending/contemplated against the Agency (An affidavit on a non-judicial stamp of INR 100 to this effect is required to be submitted).
  - xi. Additional documents, if any.
- xii. Affidavit as per point (l) of page no. 4.

**Note**: As mentioned earlier, scanned copies of all bid documents should be uploaded on CPP portal. If any bidder fails to upload scanned copies of all documents, the bid will not be accepted.

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IMPORTANT DATES						
Sl No.	Availability of tender documents (On http://eprocure.gov.in)	Date	Time			
1	Date of online publication	30/06/2020	05:00 PM			
2	Document Download start date	01/07/2020	09:00 AM			
3	Pre-Bid Meeting date *	14/07/2020	03.00 PM			
4	Bid submission start date	23/07/2020	09:00 AM			
5	Online Bid submission end date	13/08/2020	05:00 PM			
6	Submission of Tender Fee, EMD and all requisite documents (Technical Bid only) uploaded online needs to be submitted physically (Hard Copy) to the Assistant Registrar (E&S), NIT Hamirpur-177 005 (HP)	13/08/2020	05:00 PM			
7	Date of opening of technical bid	14/08/2020	10.00 AM			
8	Presentation by the Bidders	14/08/2020	11:30 AM			

PART - II: Financial BID shall be uploaded as per schedule-1 of rates enclosed.

\*However, in view of prevailing situation due to COVID-19, online/Skype queries/clarifications regarding tender document may also be sought through email upto 10.07.2020 which will also be taken up in pre-bid meeting as scheduled above.

The Technical bids shall be opened as per schedule mentioned above at the Conference Hall, NIT Hamirpur by the authorized officer/committee. The representative of the participating agency may remain present at the time of opening of technical bid.

## **B.3** EARNEST MONEY DEPOSIT AND COVERING LETTER:

- i. Earnest Money of Rs. 6,00,000/- (Rupees Six lakh only) should be submitted along with the Tender by way of:
  - a. A Demand Draft/Bankers Cheque in favour of **Registrar, National Institute of Technology Hamirpur**, **H.P.** payable at NIT Hamirpur, H.P. of nationalized bank or
  - b. A FDR duly pledged in favour of **Registrar, National Institute of Technology Hamirpur, H.P.** payable at NIT Hamirpur, H.P.

It should be denominated in INDIAN RUPEES only. Bids without requisite Earnest Money shall NOT be considered &summarily rejected.

ii. Unsuccessful Bidders' bid security will be returned as promptly as possible within reasonable time after the expiry of the period of bid prescribed by the Institute.

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- iii. The successful Bidder's bid security will be discharged upon the Bidder accepting the job award letter and furnishing the Performance Guarantee.
- iv. The bid security shall be forfeited:
  - a. If a Bidder withdraws its bid during the period of bid validity; Or
  - b. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time and/ or conceals or suppresses material information; Or
  - c. In case of the successful Bidder, if the Bidder fails to sign the Agreement or to furnish performance guarantee within 21days of award of work.
- v. Bid Covering Letter should be neatly typed and duly signed by the authorized signatory on the Bidder's letter head.
- vi. The Technical Bid submitted in response to this Tender Document along with the supporting material, will become the property of the Institute.

#### **B.4.** Validity of BID:

Bid submitted by Bidder shall remain valid for acceptance for a period of 90 (ninety) days from the date of opening of the BID. Bidders shall not be entitled during the said ninety days period to revoke or cancel the BID or to vary the same or any term thereof without the consent in writing to the Institute. However, revision in Central Minimum Wages as per government notification will be considered with its pro-rata effect.

### B.5. Right of Institute to accept or reject the BIDs:

The Institute reserves the right to accept/reject any or all the BIDs received without assigning any reason whatsoever. The BIDs, in which any of the particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled, shall be considered nonresponsive and are liable to be rejected. BIDs, not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected.

Further, the Institute also reserves the right to rectify any discrepancy of this advertisement, if found later on. In case of any inadvertent mistake in the process which may be detected at any stage even after the issue of work order, the Institute reserves the right to modify/withdraw/cancel any communication made to the bidder.

#### **B.6. BID EVALUATION AND SELECTION CRITERIA**

- B.6.1 A committee constituted by the Institute will examine the entire proposal on the basis of
  - a) Credentials of the agency and the key personnel.
  - b) Experience in similar business
  - c) Methodology to be applied for security services.
  - d) The quality of the services
  - e) All other criteria/parameters mentioned in this tender document.

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- B.6.2 The agency will be shortlisted based on sound knowledge and proven experience in the relevant field. It is the responsibility of the Bidder to convince the Institute Committee that the premises in the campus are in the safe hands and will be properly looked after.
- B.6.3 The Technical BID shall be evaluated out of 100 marks. The Bidder securing 50 marks in Technical BID shall be declared qualified in the technical evaluation and only then commercial bids of technically qualified bidders shall be opened. The breakdown of marks in respect of technical bid will be as under:-

(a) Track record (certification & credentials)	=25 marks
(b) Strength of security personnel &Experience (Experience should be in the name of same firm/ agency)	=25 marks
(c) Capability and Resources	=25 marks
(d) Performance & Patrolling Vehicle	=25 marks

- B.6.4 Service charges shall be admissible only on minimum wages of 147 security personnel. Service/Administrative charges are to be quoted as a whole amount in percentage form (%) by considering the present total minimum wages of 147 security personnel. The bidders may note that service charge in INR calculated as a percentage of the total minimum wages of 147 security personnel shall remain constant throughout the contract even if the wages vary due to any order of the government afterwards. No request of enhancement of INR corresponding to enhancement of wage if any shall be considered under any circumstances. The Service/Administrative charges may be quoted by taking into consideration of various components like Stationary, Pay bill generation and correspondence for EPF & ESI, correspondence for Labor commissions as per CLRA 1970, telephone charges, maintenance of Walki talkie systems, Electricity charges, uniform of Security Guards and other overhead expenses.
- B.6.5 A duly constituted and authorised committee shall fix a suitable service charge for the said contract, any quotation below 50% of service charge fixed by the aforesaid committee will be summarily rejected considering the bid non-viable. The suitable service charge fixed by the committee shall be announced just after the opening of technical bids.
- B.6.6 The Financial bids of the Bidders who qualify in the technical evaluation stage shall only be evaluated.

B.6.7 It should be noted that the final selection will be based on the cost alone. Therefore, the bidder who quotes **lowest value** after fulfilment of clause B 6.3 and B 6.5 and other relevant clauses of this document shall be selected for the award of contract/work. The lowest value will be calculated by adding quoted service charge (row-I) by the bidder and the Patrolling vehicles charges (including Driver & Fuel charges per month) as given in row J of Part-II (Financial Bid) of Schedule-I

#### **B.7** Signing of the Contract:

The successful Bidder shall be required to execute the **Contract Agreement** along with Performance Bank Guarantee (PBG) amounting Rs 30.00 Lakhs only accepting all terms and conditions of tender document stipulated therein on a non-judicial stamp paper worth Rs. 100/- (Rupees One Hundred only) within 21 days from the issuance of the award letter. In addition to it, the successful bidder is supposed to respond by its acceptance of offer within five days of issuance of such letter. In the event of failure on the part of the successful Bidder to sign the **Contract** within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.

#### **B.8 FORMS AND FORMATS FOR SUBMISSION OF BID**

## PART-I

## F-1

#### **DETAILS OF EARNEST MONEY DEPOSIT**

(To be put in a se	parate	sealed envelope marked Earnest Money
Name of the Bank	:	
Demand Draft/ Bankers Cheque	÷	
Dated	:	
Amount	:	

Signature of the Bidder or His /Her authorized signatory With Seal of the Agency

Date:-

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## F-2 BID Form

THE REGISTRAR NATIONAL INSTITUTE OF TECHNOLOGY HAMIRPUR (H.P.)-177005.

# Subject: BID for providing Security Services (147 Nos.) Security Guards (including 04 Supervisors and 03 Gunman).

- 1) Having carefully examined all the BID Documents attached to your invitation to BID ref No. ...., we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
- 2) We enclose herewith Rs. 6, 00,000/- as Earnest Money Deposit in the form of Demand Draft/ Bankers Cheque/FDR No.\_\_\_\_\_ dated \_\_\_\_\_ issued by\_\_\_\_\_\_ in favour of Registrar, NIT Hamirpur (HP).
- 3) We certify that we have carefully read each and every condition and the scope of work given in the BID document and having understood the same we confirm our acceptance in it without any condition or deviation.
- 4) We agree to keep the BID valid for 90 (Ninety) days from the date of opening of the BID and the period shall remain binding.
- 5) Unless and until a formal CONTRACT is prepared and executed, this BID together with written acceptance of tender thereof shall constitute a binding CONTRACT between Institute and us.
- 6) We hereby submit our offer and enclose "Part II- Financial Bid "Schedule-I

Witnesses:

For and on behalf of: ------(Signature)

(Signature and Seal)

Name -----

Address in full -----

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## F-3

### **BIDDER'S GENERAL INFORMATION**

Bidder should submit following information along with the self-attested photocopies of supporting documents:

1.	Name of Firm/Agency	·		2 ×
2.	Number of Years in Operation	:		
3.	Registered address	:		
4.	Operational Address if differen	nt from above:		
5.	Telephone No. (Landline)	ŧ		
6.	Telefax No.	:	•	
7.	Mobile No.	·		
8.	Email Address	•		
9.	Name & Address of Branch, if	any:		
10	. Type of Organization (wh	hether public limited/ private limi	ted/	
	partnership/sole propr	ietorship) as per at	tached	proof:
11	. Name of Proprietor/ Par	tners/Directors of the		
	Organization/Firm:			
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12. ISO Certification, if any {If yes, please furnish details}

(SIGNATURE OF BIDDER WITH SEAL)

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# NATIONAL INSTITUTE OF TECHNOLOGY, HAMIRPUR (H.P) 177005

## F-4

Details to be filled by the Agency applying for tender for Security Services Contract at NIT Hamirpur (each response/ document must be given with proper reference in the following tender document).

1.	Name of the Agency (full address with contact No.)		Proof at
2.	Registration No. of the Agency under State/ Central Govt. <b>(Attach Copy)</b>		page
0			p
3.	(a) List of the clients wherein security staff of		
	50 or more per shift (8hrs) is provided at one		
	location / campus during previous three	3	
	years only. (Attach Copies).		
	(b) Experience of Working in Central/State Govt. Institutes/Organizations specially		
	handling Student related activities viz.		
	Hostels, Student Functions/ Festivals in last		p
	five years only (Attach Copies)		
4.	(a) ESI No.		
т.	(b) EPF registration No.		
	(c) GST No. (zone of Registration)		n
t he	(d) PAN/TAN		p
	(Attach Copies)		
5.	(a) Total Annual Turnover. (The Agency should		~
	have an average annual turnover of minimum		
	Rs. 3 Crores (Rupees three crore) for the last		
	three years.)		
	(Please attach separate sheet of average annual	а	
	turnover certified by Chartered Accountant)		
	(b) ITR of last three Assessment Years		
	(c) Details of Bankers and a certificate from the	ан сайтаан ал	· · ·
	Bank for providing bank guarantee of		p
	minimum value of <b>Rs. 30,00,000/-(Rupees</b> Thirty lakh only)		
7.	Experience in security business for at least five		
	years.(Attach Copies)		
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8.	(a) Details of infrastructure in terms of vehicles, electronic/ non-electric gadgets/Metal detector/Vehicle checking machine etc. available with the company.		p
9.	<ul> <li>(a)Valid ISO Certificate or any other</li> <li>certificates (Attach Copies)</li> <li>(b) Self-attested copy of valid license for</li> <li>security services of Private Security Agencies</li> </ul>		p
	(Regulation) Act, 2005 of the last three years. (c) Membership of any Professional Security Association. <b>(Attach Copies)</b>		
10.	Details of any tie-ups (Copies attached)		p
11.	Any other information/ document tenderer wishes to submit for consideration by NIT Hamirpur.		p
asse	e: If any information given in the technical be essment, the entire earnest money will be forfe be rejected. In such a case, NIT Hamirpur re	ited to NIT Hamirpur ar	nd the bid

Signature of the Bidder or His/Her Authorized signatory With Seal of the Agency

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# Format for information to be provided at S.No.3 (a) of Form 'B'.

S1. No.	Name Client	of	the with	Dura	ation	No. of EXSM	No. of Civilian	No. of EXSM	No.s of Civilian	Nos of Guards	Remarks
	address			From	То	Suprs.	Suprs	Guards	Guards	per Shift	
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## DETAILS OF STAFF DEPLOYED

Signature of the Authorized Signatory

EXSM => Ex-Serviceman

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## Format for detail of Experience

S1. No	Name of organization/	Duration No. Gu					No. of Supervisor/ Shift
15	Institute with Location	From	То	shift			
к Э							
			1 2 D. B.				

Signature of the Authorized Signatory

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#### **NO DEVIATION CONFIRMATION**

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То

THE REGISTRAR NATIONAL INSTITUTE OF TECHNOLOGY HAMIRPUR (H.P.).

Dear Sir,

I/We understand that any deviation/exception in any form may result in rejection of BID. I/We, therefore, certify that I/we have not taken any exceptions/deviations anywhere in the BID and I/ we agree that if any deviation/exception is mentioned or noticed, our BID may be rejected.

(SEAL AND SIGNATURE OF BIDDER)

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## LETTER OF AUTHORITY

PROFORMA LETTER OF AUTHORITY FOR ATTENDING PRESENTATION, TECHNICAL & FINANCIAL BID OPENING AND OTHER COMMUNICATION / CORRESPONDENCE RELATING TO BID.

No. -----

Date:

To

THE REGISTRAR NATIONAL INSTITUTE OF TECHNOLOGY HAMIRPUR (H.P.).

Dear Sir,

I/We \_\_\_\_\_\_ hereby authorize following representative(s) to attend Technical/Financial BID opening and for any presentation /other correspondence and communication against Bidding Document:

Name & Designation \_\_\_\_\_\_ Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

It is hereby confirmed that all commitments made by aforementioned authorized representative (s) shall be binding on us.

Yours faithfully,

Signature

Name

Designation :

For and on behalf of

**Note:** This letter of authority should be on the letter head of the bidder and should be signed by a competent authority.

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## PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY (ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

То

THE REGISTRAR NATIONAL INSTITUTE OF TECHNOLOGY HAMIRPUR (H.P.).

#### Dear Sir(s),

M/s have been awarded the work of for NIT Hamirpur.
work of for NIT Hamirpur.
The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs (Rupeesonly) as full Contract Performance Guarantee in the form mentioned therein. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify NIT Hamirpur, in case of default. The said has approached us and at their request and in consideration of the premises we having our office at have agreed to give such guarantee as mentioned hereinafter.
1. I/Wehereby undertake and agree with you that if default shall be made by M/s in performing any of the terms and conditions of the tender or in payment of any money payable to NIT Hamirpur, I/we shall on demand pay without any recourse to the contractor, to you in such manner as you may direct the said amount of Rs ( only) or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to me/us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs.
(Rupees) from
me/us in manner aforesaid will not be affected or suspended by reason of the fact

that any dispute or disputes have been raised by the M/s. \_ and/or that any dispute or disputes are pending before any officer, tribunal or court.

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said

- 4. This guarantee shall be irrevocable and shall remain valid up to\_\_\_\_\_\_. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. on whose behalf this guarantee is issued.
- 5. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest as applicable shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of District Courts.
- 6. I/We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated \_\_\_\_\_\_ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly Authorized to sign on behalf of the Bank

## INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE SECURITY

- 1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Hamirpur (H.P.).
- 2. The bank guarantee by bidders will be given from bank as specified in Instructions to Bidders.
- 3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
- 4. If a bank guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant confirming its net worth is more than Rs.\_\_\_\_\_ (Rupees or its equivalent in foreign currency along with

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documentary evidence.



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NATIONAL INSTITUTE OF TECHNOLOGY, HAMIRPUR (H.P) 177005 PART II- FINANCIAL BID

		PARI II- FI	PARI II- FINANCIAL BID			and the second s
s, Š∈	Head	Percentage or rate	Security Guard (Civilian)/8 hrs shift Rate per month (Rs.)	Ex-Service man S/Guard (Without Arms)/8 hrs shift Rate per month (Rs.) (5)	Ex-Service man S/Guard(With Arms) /8 hrs shift Rate per month (Rs.) (6)	Ex-Serviceman Supervisor per 8 hr shift per month (Rs.) (7)
4	Minimum Wages as per latest minimum wage notification by Chief I abour Commissioner (c.)		Rs. 15,418/-	Rs. 15,418/-	Rs. 18,070/-	Rs. 18,070/-
m	Special Allowance (fixed)		Rs. 1500/-	Rs. 2000/-	Rs.2000/-	Rs. 2000/-
ပ	EPF to be charged on (A) (latest )	13%	Rs.2004/-	Rs. 2004/-	Rs.2349/-	Rs. 2349/-
D	Uniform maintenance charges	Fixed @ Rs.150/- per head per month	Rs. 150/-	Rs. 150/-	Rs.150/-	Rs.150/-
u	Sub-Total- I (A to D)		Rs. 19072.00	Rs. 19572.00	Rs. 22569.00	Rs. 22569.00
l L	Break up of Strength of 147		85	55	03	04
U	Category wise Monthly Amount	c ,	Rs. 1621120.00	Rs. 1076460.00	Rs. 67707.00	Rs. 90276.00
т	Sub-Total-II (G4+G5+G6& G7)	3	Rs.28,55,563.00			
-	Service / Administrative charges of firm on point (A) ibid to be quoted in percentage form (%) by considering the minimum wages of 147 security personnel i.e. Rs. 22,85,010.00 as on date.		(i) <u>Amount for</u> (ii) Amount for ( Please quote the	% . Amount for evaluation = Rs se quote the rate only online on c	<ul> <li>1)%.</li> <li>ii) Amount for evaluation = Rs( quoted above % of Please quote the rate only online on central e-procurement portal)</li> </ul>	( quoted above % of Rs. 22,85,010.00) 9-procurement portal)
-	<ul> <li>(i) Patrolling Vehicle charges including Driver/fuel etc. per month (vehicle must run atleast 1200 km in a month for patrolling in the Institute campus)</li> <li>(ii) One Two wheeler (atleast 500 km in a month)</li> </ul>		Rs. ( Please quote th	e rate only online on c	Rs. ( Please quote the rate only online on central e-procurement portal)	portal)
×	Total amount for financial bid evaluation (I+J)		Rs. ( Please quote th	e rate only online on c	Rease quote the rate only online on central e-procurement portal)	portal)
		Tama I ita lananan af i	animalant amount to	emodaca povolació ott	r in consultation with fire	1 is bounded of animation amount to the dealayed meanager in consultation with first narty. Actual amount of

The Second party has to provide ESI or Workmen Compensation and Term Life Insurance of equivalent amount to the deployed manpower in consultation with first party; Actual amount of premium shall be reimbursed on production of proof.

The wages and other dues specified above are tentative and subject to change as per statutory requirement of relevant act/ law applicable from time to time. N

Note- TDS will be deducted from the bill @ 2% for the purpose of Income Tax and 2% for the purpose of GST or as applicable from time to time.

Signature of the bidder or His/her authorized signatory with Seal of the Agency

Dated:

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#### C. SCOPE OF WORK

The Agency shall provide Security in the Institute as well as residents in Campus at NIT Hamirpur, by deploying full safety & security measures, providing early warning, and mobilizing trouble shooting elements. The items or situations that have to be covered by security services of the agency are enumerated with important but non exhaustive list as below:-

- (a) Protection of property and personnel (faculty, officers, staff, students, official visitors, guest and residents) of the institute against wilful harm; the institute meaning all Gates, Academic Areas, Activities Area, Hostels, Guest House, R&CA Areas, Play Grounds, Residential Houses, Community Centres, Commercial Centres and Health Centre etc., within the boundary of the NIT Hamirpur.
- (b) Protection of cash and documents, static or in transit or due to burglary (where loss is due to entry after breaking any entry lock/ door/window/grill).
- (c) Regulate access control at gates, prevent misuse of NIT Grounds and facilities by outsiders, neighbouring villages, preventing trespassing, unauthorized parking, unauthorized construction, squatting in the institute campus, and prevent vandalism, breaking of twigs/ trees throwing of garbage/ littering/ Plucking of flowers/ destroying greenery and ensuring cleanliness. Ensure proper & timely reporting of violation to supervisors/authorized representative.
- (d) Prevent loss that is on account of lapse in "access control measures" at Gates of the Institute.
- (e) The Agency shall attend with responsibility and sincerity to the security threats like thefts, pilferage, unauthorized occupation of buildings and Institute land, encroachment, trespassing, removal of unauthorized hoarding and temporary/permanent shops, eve teasing, criminal acts, cattle pounding, grazing, stray dogs, monkeys & other animals and any other unforeseen contingencies. The agency will thus carry out duties such as checking of incoming and outgoing vehicles, control on visitors, removal of unauthorized persons from campus, checking of consignments, check errant trespassers, handing over of criminals to local police, operation of fire fighting equipment's, safeguarding of employees/students, buildings, equipment's, stores etc. during peace and also during any strike by the employees, outsource staff &student unrest, normal preventive security measures, providing early warning & mobilizing

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trouble shooting elements in the Institute, to keep away stray animals from the Institute campus and take the necessary security measures as deemed fit for maintaining a tranquil environments in the Institute. The Agency will maintain good liaison with the Institute administration, local administration & the police for smooth and peaceful day to day working and congenial environment in the Institute campus.

- (f) Regulate parking of vehicles in designated areas of the institute and regulate traffic movement at the entry/ exit gates within the campus and ensure that the traffic rules are followed.
- (g) Adhere to the Standard Operating Procedures (SOPs) given by the Director or his nominee which may be modified from time to time by the Director or his nominee.
- (h) The Agency should have an **investigation cell** to carry out investigation of the thefts, accidents or any other matter required from time to time.
- (i) The Agency should be able to provide extra security guards at a day's notice.
- (j) The Agency will carry out 'on the job' training of Guards at the time of induction and ensure Refresher Training during the period of the contract every three months. The expenditure/cost for the same shall be borne by the firm and the firm can be asked to furnish a certificate in this regard
- (k) Prevent defacing / damage to Institute property buildings etc. (prevent Graffiti/ poster pasting etc.).
- (l) Prevent entry of animals into the campus and chasing of dogs and monkeys from Academic, Residential Areas and Hostels, and ensure animal/dog/monkey free campus.
- (m) Liaison with Police/ Fire and Civil Government Departments.
- (n) The Guards on patrol/duty should take care of all the valves and water hydrants, report leakage of water taps, switch off lights of sports fields when not in use, etc. installed in the open all over the premises.
- (o) Carry out any other job assigned by the Director or his nominee in the interest of Security of the Institute.
- (p) No items from the Institute can be taken out without proper Gate Passes issued by the competent officers as laid down in the contract for in-out movement of stores/departments.
- (q) The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the fire-

fighting staff in extinguishing the fire or in any other natural calamities.

- (r) In emergency situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, Security personnel should be sensitized for their role in such situations.
- (s) The Security Guards shall assist the visitors/officials in reaching the desired departments/locations inside the campus/outside the campus on foot or using Patrolling vehicle as per the gravity of the situation.
- (t) The Security Guard on duty shall not leave the premises until his reliever reports for duty in next shift.
- (u) Availability of four wheeler NOT MORE THAN 5 YEARS OLD MANUFACTURING and one two wheeler for Quick Response in an emergency and for routine check/patrolling of the campus round the clock (day & night) should be included in the offer itself. Patrolling Vehicle log book needs to be maintained and duly verified copy by Site Incharge /Supervisor should be attached with the monthly bill. The Copy of Registration Documents and Insurance of Vehicle are to be compulsorily submitted with the technical bid.

## D. TERMS AND CONDITIONS

## D.1 "SCHEDULE OF SERVICE" is as per Scope of Work.

- D.2 The Agency shall be responsible for all/any injuries and accidents to persons employed by it. It will also provide an Insurance Policy to its personnel for covering personal accident while performing their duties.
- D.3 The agency shall be responsible for the good conduct and behaviour of its employees. If any employee of the Agency is found misbehaving with the supervisory staff or any other faculty /staff/student of the Institute, the services of such employee(s) shall be replaced on the recommendations of the Authorized Officer or FI (Security) or any other Officer designated by the Director, NIT, Hamirpur (HP) with immediate affect. The Agency shall issue necessary instructions to its employees to act upon the instructions given by such designated officer(s) of the Institute.
- D.4 The Agency and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of responsibility given to it by the Institute and shall not knowingly lend to

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any person or Agency of the effects or assets of the Institute under its control.

In the event of any loss being caused to the Institute on account of negligence/dereliction of duties by the Agency or Agency's employee that shall be established by appropriate committee appointed by Director NIT Hamirpur. As decided by such committee, the Institute should get the loss compensated from the Agency.

- D.5 The Agency shall not appoint any other Agency or third party to carry out any obligation/task/function, under the contract.
- D.6 The Agency shall take day to day instructions from the Faculty Incharge (Security) of the Institute or Assistant Registrar (Services)in the absence of FI (Security)
- D.7 If the Agency fails to implement the assigned jobs or parts of the Standard Operating Procedures to the satisfaction of the Director of the Institute or any officer nominated by him on any day in any part of the areas assigned, the Agency shall be penalized by imposing a fine in addition to the claim of the Institute as mentioned above in D4. The amount of penalty will be deducted from the monthly bills.
- D.8 None of the employees of the Agency shall enter any kind of private work at any location of the Institute during working hours. The employees should not be put in different shifts at other locations & they should not be employed by other Agencies.
- D.9 **Physical Standards and Qualifications:** The employees of the Agency shall be of Good character and sound health.

#### a. Security Guard Ex-Servicemen:

i	Age :	no
ii	Character :	Ve
iii	<b>Education Qualifications:</b>	Ma
		Sh
		HI
iv	Physical Standards :	He

not more than 60 years\* Very Good Matriculate. Should be able to read & write HINDI & ENGLISH. Height 5<sup>ft</sup> 5<sup>in</sup> minimum (Except hill tribes) Person should be physically fit and mentally sound

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#### b. Security Guard Civilians:

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ii iii

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Age :	Not less than 21 years & not more than 60 years*
Character :	Very Good
Education Qualifications:	Matriculate. Should be able to read & write HINDI & ENGLISH.
Physical Standards :	Height 5 <sup>ft</sup> 5 <sup>in</sup> minimum

(Except hill tribes) Person should be physically fit and mentally sound.

#### c. Supervisors (Ex- Servicemen only):

i	Age	: Not more than 60 year	**
1	nge	. Not more than ob year	5
ii	Character	: Very Good.	
11	Character	$\cdot$	

iii Qualifications : Matriculate

Retired from Havildar rank equivalent or above Service/Military/ Police.

iv) Physical standard : Height 5<sup>ft</sup>5<sup>in</sup>, Person should be physically fit and able to drive four wheeler with valid driving license.

\*on acquiring age of 60 years any time during the contract agreement period, it shall be the sole responsibility of the agency to replace those security personnel immediately.

The Agency should depute 40% or above ex-servicemen guards and remaining civilian guards. In special circumstances, the Institute will have liberty to increase/decrease the total number of Guards to the extent of 10% for a short period by giving at least one week's notice to the Agency. It would be desirable that all Security Staff deployed should have knowledge of Fire Fighting, First Aid, Scooter/Motor Cycle/LMV Driving & handling Wire-less communication equipment and computers.

After the work is awarded, the Agency is required to provide the details of the staff, proposed to be deployed viz. their name, fathers name, DOB, residential address, telephone number, recent passport size photograph, in the form of a data base in both hard & soft form and also provide a local police clearance certificate as per format:-

SI No	Name	Father's Name	DOB	Qualifications	Category	Experience	Ex- Serviceman	Civilian	Address	Mobile	Photo	Driving License No.	Remarks

The security staff provided for deployment will be assessed by the Institute/ concerned authority before the final deployment.

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- D.10 In the event of revision of rates in wages by the Central Government at any time, the same rates will accordingly be revised; however this would not in any way alter the initially calculated service charges from the percentage value quoted. The 'Onus' for producing the copy of notification of Government of India, will be on the Agency.
- D.11 Agency shall abide by all laws of the land including, Labour Laws, ESI, EPF, Income Tax, Professional Tax, GST or any other Taxes levied by the Government, Companies Act, TAX Deduction liabilities, Bonus, 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 shall be the exclusive responsibility of the Agency, and it shall not involve the Institute in any way what-so-ever. Agency should quote the service charges considering all these points accordingly.
- D.12 The manpower proposed to be deployed by the Agency shall be subject to screening by the Institute, to ascertain their suitability and skills. Before deploying a person in the Institute the Agency shall furnish complete particulars and obtain written approval of the designated officer of the Institute on a Performa to be collected from Authorized Officer, National Institute of Technology, Hamirpur.
- D.13 Institute reserves the right to ask and require the Agency to remove any person deployed by the Agency, without assigning any reason/notice.
- D.14 The Agency shall provide trained manpower. The Agency shall also undertake at its own expense in consultation with the Institute, a continual updating of skills and processes and procedure to be followed by the Security Staff provided to the Institute by organizing suitable training schedules for them. The Agency shall also provide a tentative schedule/plan for training its staff for one year. A proper record of the training of its staff shall be maintained by the Agency. The Institute may provide Space/Lecture Hall for such a training programme. The manpower supplied by the Agency shall also be trained on the existing Fire Detection and Alarm System and Fire Fighting Systems installed in the Institute. In case of an outbreak of fire they should be able to undertake Fire Fighting Operations. The staff selected for deployment will compulsorily undergo ON-SITE Training for at least 03 days under Agency's arrangements and expense. Security personnel at each entry gate of the Institute shall be equipped with owned metal detector and at least one gunman as per requirement of the Institute.
- D.15 In case the jobs performed are not found to be satisfactory, the contract shall be terminated even before expiry of the period of contract by giving notice of 60 days to this effect. A record of every lapse small or big will be maintained by FI (Security) or any other officer authorized by

Competent Authority and a weekly meeting of the representative of the Agency with FI (Security) will be held and minutes of the same recorded for compliance.

- D.16 The Agency shall in no case pay its employees less than the minimum mandatory rates as specified by Government of India per month plus allowances. The payment should be made only by e-payment or e-transfer and a record of that should be kept in a register which may be examined by the Institute at any time. In case the Agency fails to make timely payments to its employees, or any employee of the Agency reports to the Institute regarding non-payment of dues, the Institute on being satisfied of the complaint shall pay the employees of the Agency directly and suitable deductions shall be made from the amount to be paid to the Agency. In case of EPF, the Agency shall produce original challans/receipts along with the scroll of the employees, whose EPF stands deposited by the Agency to the Registrar of the Institute for verification &reimbursement.
- D.17 The Agency shall supply uniforms (all weather) with name plates to the persons engaged by it. The Institute shall not allow any employee of the Agency to work inside the Institute without uniform except in cases wherein specifically asked for. The uniform should be in good condition and not torn/worn out/faded. The Agency shall get the identity card of each guards countersigned by its Site In-charge. In case the services of any guard are terminated, his/her Identity Card shall be handed over to the Faculty Incharge (Security) of the Institute for destruction. The Agency must provide standard accessories required by security personal such as whistle, umbrella, sticks, lights/torches, florescent stickers and other required items to enable them to effectively discharge their duties and nothing extra will be paid on this account by the Institute.
- D.18 The Security Guards and Security Supervisors shall normally be required to work in three shifts basis. Present shift timings are 6.00 AM to 2.00 PM, 2.00 PM to 10.00 PM and 10.00 PM to 6.00 AM. The authority to change the shift timing rest with the Institute depending on requirement and urgency of situations as and when required. No Security Guard/Supervisor will be allowed to perform duty beyond Eight hours shift or double duty on continuous basis unless authorized by the FI (Security) of the Institute.
- D.19 The security guards are entitled to a paid rest day in every period of seven days. (Refer Section 13(b) of the Minimum Wages Act, 1948 and Rule 23 of the Wages (Central) Rules, 1950).

- D.20 The Agency shall have proper standard and procedures of recruitment and training. The agency will provide a copy of Training Manual for inspection to Institute authorities. The training Institute of the Agency should be in agreement with PSAR Act 2005.
- D.21 The Agency shall have a proper system for checking the guards on duty, day & night for every shift. Records of the same should be effectively maintained and shortcomings if any should be immediately rectified. A daily report is to be submitted to the FI (Security) through AR (Services). The Agency should supply Guard Check Books to all guards post wise at its own cost. All such records shall be subject to scrutiny by the Institute.

The Agency will maintain the proper records of entry & exit of visitors, vehicles, vendors and contractors in standard format/ register at entry gates at their own cost.

- D.22 Agency will apply to the Labour Commissioner for obtaining a labour license and will submit a copy of license to the Registrar of the Institute within 60 days from the date of issue of the award of contract.
- D.23 That no right, much less a legal right shall vest in the Agency's workers/employees to claim/have employment or otherwise seek absorption in the Institute nor the Agency's workers/employees, shall have any right whatsoever to claim the benefits and/or emoluments that may be permissible or paid to the employees of the Institute. The workers will always remain the employees of the Agency and this shall be solely the responsibility of the Agency to make it clear to their workers before deputing on work at the Institute; such a stipulation shall also be mentioned in the appointment letter, or any similar document which may be issued to workers/employees of the Agency.
- D.24 The Agency shall not be allowed to change its name and style after the award of the contract.
- D.25 NIT Hamirpur shall have no responsibility, statutory obligation towards taxes, fees. As per applicable labour laws, Govt. Rules & regulations in force related to salary, statutory payments, ESI, EPF and Bonus etc for execution of the contract.
- D.26 **Performance Bank Guarantee:** The CONTRACTOR shall furnish Performance Bank Guarantee to the Institute, within 21 days from the date of notification of award, a security of Rs.30, 00,000/- (Rupees thirty Lakh only) in the form of Bank Guarantee (as per Performa enclosed) with the Institute which will be refunded only after the expiry

of the said contract period subject to clearance of all dues of Security personnel. Performance Bank Guarantee shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations.

- D.27 **TERMINATION:** Notwithstanding anything contained hereinbefore to the contrary, the Institute shall have full power and authority to terminate this Agreement without assigning any reason by giving 60 (sixty) days clear notice in writing.
- D.28 **PENALTY:** In the event of the Contractor's failure to satisfactory execute the work entrusted to it under this Agreement, or withdraw from the agreement before expiry of contract, the Institute shall make alternate arrangement to do it and the difference of cost incurred by the Institute thereby shall be recovered from the Contractor's unpaid bills and/or Performance Bank Guarantee.

If the present Guards in any shift as prescribed are less than the minimum required for that shift then a penalty @ Rs. 100/- per worker /per shift shall be imposed and deducted from the service charges of the Company.

If any incident of Misbehaviour by the Contract Manpower with Institute employee or relative/ visitors occurs or If the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in anti-social activities, smart phone viewing during duty hours, then a committee of the following members will examine the case and a penalty of Rs 500 per incident shall be imposed by the constituted committee and deducted from the service charges of the Company.

- i) Faculty Incharge (Security)
- ii) Assistant Registrar (E&S)
- iii) Assistant Registrar (A&F)
- iv) Site Incharge (as Special invitee)

If the contractor fails to release the wages for the preceding month on or before  $7^{\text{th}}$  of every month then a penalty @ Rs. 500/- per day for a week and Rs. 1000/- per day thereafter will be imposed and deducted from the service charges of the Company for that month.

In the event of any security personnel being on <u>leave</u> absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve for which no extra payment will be made.

- D.29 **SET OFF:** Any sum of money due to payable to the Tenderer including security deposit (returnable to the tenderer) under this contract may be appropriated by the Institute and set off against any claim of the Institute for the payment of any sum of money arising out of or under any other contract made by the Tenderer with the Institute.
- D.30 **REVISION OF RATE:** Effect of revision of Central Minimum Wage with its pro rate effect as per revised circular of Office of the Labour Commissioner, Govt. of India from time to time will be considered subject to submission of application along with notification by the agency.
- D.31 **TAXES, DUTIES AND LEVIES:** All taxes, duties, levies etc. imposed by the State, Central Government and Local Bodies in connection with this contract in force at the time of submission of BIDs shall be borne by the agency and depositing of the same and other levies with the Govt. shall be the sole responsibility of agency concerned.
- D.32 **PERIOD OF CONTRACT:** The contract shall be initially for a period of 01 (one) year which may be renewed annually based on satisfactory performance to be decided by a duly constituted committee by the Institute for a maximum period of three years on identical quoted Service Charges.
- D.33. The Agency shall be responsible for fulfilling the requirements of all statutory provisions of the relevant enactments viz. The Minimum Wages Act 1948, The Payment of Wages Act 1936, The Contract Labour (Regulation & Abolition) Act 1970 and as amended from time to time and all other Labour enactments and all other laws and acts applicable at its own risk and cost in respect of all staff deployed by it and keep the Institute indemnified for any action brought against it for any violation/noncompliance of any of the provisions of any of the Acts etc.

## D.34. PAYMENT OF CONTRACTOR'S BILL:

- 1. The payment of wages for the month shall be released by the contractor latest by 7<sup>th</sup> of every month and thereafter, the monthly bill shall be submitted to the Management of the Institute by 15<sup>th</sup> of every month. 100% of the total invoice value or admissible amount will be released by the first party before 5<sup>th</sup> day of following month provided the invoice/bill is accompanied by the proof of the following:
  - i. Certified Attendance Sheet of month for which payment is claimed.

- ii. Wages statement & EPF deposit (bank challan/remittances) statement showing individuals deductions under different mandatory heads for the month of the amount contributed by the "Principal Employer" i.e. NIT Hamirpur as per "EPF & MP Act 1952".
- iii. Certified copy of the bank scroll showing disbursement of wages in individual accounts.
- iv. Challans for depositing Employees Provident Fund contributed by the Principal Employer etc. of the previous month as per EPF- & M P Act -1952 or various heads.
- v. Copy of the vehicle log book for the month for which the bill is being claimed.
- vi. GST deposit challan copy.
- All payments will be subject to deduction of TDS as per Income Tax Act and GST Act.
- D.35 **ACCIDENT OR INJURY TO WORKMEN & INDEMNITY:** The Institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contract.

The Contractor shall indemnify and keep indemnified the Institute against all such damage and compensation whatsoever in respect or in relation thereto.

Workmen should be insured against personnel accidents arising out during the course of their duties. The agency shall be SOLELY responsible for the insurance of its personnel if required/applicable as per prevailing laws of the Land/statutory provisions. The security agency shall specifically ensure compliance of various Laws, rules in force, statutory regulations/Acts applicable to workers.

- D.36 **DAMAGE TO PROPERTY:** The Contractor shall be responsible for making good to the satisfaction of the Faculty Incharge (Security)/Estate Officer any loss or any damage to all structures and properties within the Institute premises. If such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Contractor, his employees, agents or representatives the contractor shall compensate for the loss as assessed by the Estate Officer.
- D.37 **ARBITRATION:** Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before and after completion or abandonment of work or extended period, hereafter arises between the parties, as to the

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meaning, operation or effect of the contract or relating to the contract or breach thereof, shall be referred to Sole Arbitrator to be appointed by the Director of the Institute at the time of dispute or after.

### D.38 JURISDICTION:

The contract shall be governed by and construed according to the law in force in India. Only the Courts at Hamirpur (HP) will have the jurisdiction to hear and decide the actions and proceedings arising out of the contract.

- D.39 **GENERAL RULES: Smoking and consumption of alcohol within the entire area of the Institute is strictly prohibited.** Violators of this rule shall be prosecuted as per law and the contractor must remove such offenders immediately.
- D.40 **SITE FAMILIARISATION:** Before quoting, the Tenderer at its own interest shall carry out site visits to know the site conditions and full implications of the assignment. This will also help him in proper assessment of the work. Failure to do so will not absolve the contractor of his responsibility to carry out the work as specified in the Tender Documents. The cost of visiting the site shall be borne by the Tenderer and shall be at his own responsibility and risk.
- D.41 **LAST PAYMENT:** The last payment of the Agency will be cleared only after ascertaining clearance of all liabilities pending with the Institute.

#### ACCEPTANCE CERTIFICATE

I.....of (name of the Agency)......have read and understood and hereby accept the above mentioned Terms & Conditions (Para.....to......along with all the Appendices) for the Security Contract of NIT, Hamirpur (HP).

Signatures of Authorized Signatory

Date: Seal/Stamp Place:

1 1 1

Agency

Counter Signatures of the Registrar, NIT Hamirpur (HP)

## NATIONAL INSTITUTE OF TECHNOLOGY, HAMIRPUR (HP)-177 005

#### Name of the bidder (to be filled in by the agency) **TOTAL 100 Marks Evaluation Matrix** Documentary Marks S.No. Description Proof attached at Page No. Track record (Certificate& Credentials) (25 Marks) 1 Company Incorporation(05 Marks) a) (5 /5marks) 1 Public Limited company-Private Limited Company-(4/5 Marks) 2 (03/5 Marks) Partnership firm-3 (02/5 marks) Proprietary firm-4 ISO 9001:2008 certification (05 Marks)(05/05 Marks) b) Having PSARA license (01 Mark per other state-Maximum 10 marks) :(10/10 Marks) C) Himachal Pradesh (05 Marks) (Firm exempted from PSARA by the appropriate Govt. Agency will be awarded 03/03 marks) Assessment of average turnover for the preceding three financial years on the d) basis of audited balance sheets and certificates of ITRs (5 Marks) Turnover of >INR 3 crores<INR 5 crores (5/10) (i) Turnover of >INR 5 crores<INR 10 crores (7/10) (ii) Turnover of >INR 10 crores (10/10) (iii) (25 Marks) Strength of Security personnel and experience 11 [Experience should be in the name o same firm/agency] Total security guards on rolls for security services of Central/State Govt. a) Institutes/Organizations specially handling student related activities as on tender publication date (Attach Proof). (10 marks) 100-200 Security personnel =02/10 (i) 201-300 security personnel = 4/10(ii) 301-400 security personnel =6/10 (iii) (iv) 401-500 security personnel =8/10 (v) 501-600 security personnel =10/10

## EVALUATION MATRIX FOR AWARD OF SECURITY PERSONNEL SERVICES

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b)	Last 03 years work order and corresponding certificate detail – should be in the name of same [applying] firm. Number of Contracts in of Central/State Govt. Institutes/Organizations specially handling student(15 Marks)							
	a) 1-3 contracts each with annual value above 1.00 Crore (5/15)		5					
e N	b) 4–5 contracts each with annual value above 1.00 Crore (7/15)							
	c) 6–7 contracts each with annual value above 1.00 Crore (10/15)	· · ·						
	d) 8–10 contracts each with annual value above 1.00 Crore (12/15)							
	e) More than 10 contracts each with annual value above 1.00 Crore (15/15)							
	Capability and Resources		(25 Marks )					
a)	Management profile and resources available (05 marks)		· .					
b)	Proof of own training academy as per PSAR (05 marks)							
c)	Presentation by Bidders (scope of work) to be reviewed by the NIT Management (15 marks)							
IV	Performance & Patrolling Vehicle		(25 Marks)					
a)	Performance Certificate from previous Institution/Organization (10 marks)Satisfactory performance(02 Marks per certificate)Very good or above performance(03 Marks per certificate)	· · ·						
b)	Vehicle Registration for four wheeler (10Marks)							
	1-3 years old(10 Marks)4-5 years old(5 Marks)More than 5 years old(0 marks)							
c)	Engine Capacity for four wheeler (5 Marks)							
<u>.</u>	1500 CC or above         (5 Marks)           1000 CC to 1500 CC         (2 Marks)           Less Than 1000 CC         (0 Marks)							
Marks	s Scored in Technical Component		an <sup>20</sup>					
Tota	I Marks Score		2011					

Note: It is mandatory for the agency to fill up page no. of the documentary proof before submission of the tender.

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