



NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA-769008, ODISHA, INDIA

OPEN TENDER NOTICE

Tender Notice No.: NITR/PW/2018/06

Date: 23/02/2018

Subject: TENDER FOR PROVIDING SECURITY SERVICES AT NIT ROURKELA

NIT Rourkela invites sealed quotations from registered and authorized security agencies for hiring the security services (Security Guards/ Security Supervisors/ Assistant Security Officer) for its Academic Building, Residential Campus, Halls of Residence area on bidding method (EMD, Technical Bid and Financial Bid) duly filled in as per the instructions of the Tender Document addressed to **The Registrar, NIT Rourkela-769008** and should reach latest by 16/03/2018 at 03:00 PM.

Tender Documents may be downloaded from our Institute website at
http://nitrkl.ac.in/OldWebsite/Jobs_Tenders/8Maintenance/Default.aspx

EMD: Rs.1, 00, 000/-

Last Date and Time for receipt of bid : 16/03/2018; 03:00 PM
Date and Time of opening of Technical bid : 19/03/2018; 11:00 AM
Date and Time of opening of Financial bid : 22/03/2018; 11:00 AM

For any Clarification: 1. Deputy Registrar (Purchase and Works)
NIT Rourkela, Rourkela-769008
Ph. No.: 0661-2462051/2082; Email: purchase@nitrkl.ac.in

The bid should be submitted through e-procurement module available in Central Public Procurement Portal: <https://eprocure.gov.in/eprocure/app> with tender reference no. and tender notice detail as appended hereunder: -

TENDER FOR PROVIDING SECURITY SERVICE AT NIT ROURKELA

Tender Notice No. NITR/PW/2018/06 Date: 23/02/2018

Subject: TENDER FOR SECURITY SERVICES

LAST DATE FOR SUBMISSION: Dt.

From: M/s.....

To

Contact No:

The Registrar

NIT ROURKELA – 769 008

The price bid (BOQ) of technically qualified firms will be opened after evaluation of their technical bids in the presence of bidders and their authorized representative who wish to be present.

TECHNICAL PROPOSAL SUBMISSION FORM

Date:

LETTER OF BID

To
The Registrar
NIT, Rourkela- 769 008

Ref: Invitation for **Tender Notice No. NITR/PW/2018/06, Date: 23/02/2018**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing security services to NIT Rourkela.
3. Our bid shall be valid for a period of **90 days** from the date fixed for the bid submission deadline In accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before expiry of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

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

Full Name and Designation
(To be printed on Bidder's letterhead)

SECTION-2 INSTRUCTIOS TO THE BIDDER

DETAILS OF THE PROPOSED CONTRACT

1. GENERAL INSTRUCTIONS

NIT Rourkela, hereinafter referred to as the “Institute” shall be hiring security services i.e. the services of the Security Supervisor / Security Guards /Assistant Security Officer for its Office/ Academic Buildings/ Hostel, Residential and other area under Tender No. and Date as mentioned above.

The detailed requirement is mentioned below:

Sl. No.	Category	Location	Numbers
01	Assistant Security Officer (Preferably Ex-Serviceman) without arm license	All Location	01
02	Security Supervisor (Preferably Ex Serviceman) without arm license	All locations	06
03	Security Guard (Without arm license)	Academic Area Residential Campus, Hall of Residences And other area	179* *May be changed upward or downward by 20% at any time before selection or during the contract period.

1.1 The bid should be submitted in Central Public Procurement Portal through e-procurement module: <https://eprocure.gov.in/eprocure/app> .

1.2 The tender documents may be downloaded also from our institute website <http://www.nitrkl.ac.in>.

1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully get it clarified before submission of tender and no claim on account of any errors detected later in the tender documents shall be entertained.

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

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

1.5 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.

1.6 All Bidders are hereby explicitly informed that conditional offer or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD, or any other requirements, stipulated in the tender documents are **liable to be rejected**.

- 1.7 The parties to the Bid shall be the “Bidders”(to whom the work can be awarded) and NIT, Rourkela shall be termed as the Institute who can accept/reject any bid without assigning a reason.
- 1.8 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to NIT Rourkela. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.9 The requirements of security personnel is tentative and may increase or decrease at the sole discretion of the competent authority of the Institute.
- 1.10 The total contract may be split between two firms at L1 price at the discretion of the competent authority of the institute.
- 1.11 All payment to the staffs involved in the contract has to be made through e payment/bank transfer by the contractor. The proof of the same has to be submitted to the Institute with the bill every month.
- 1.12 The Institute reserves the right to amend/cancelled this tender at any stage/time without assigning any reason. And the decision/ interpretation of the competent authority of Institute shall be final and binding.

2. MINIMUM ELIGIBILITY CRITERIA

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

- 2.1 **Legally Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. Bidder in the form of JV/consortium, Proprietorship may be permitted. A proof for supporting the legal validity of the Bidder shall be submitted. The firm should have Zonal or Regional headquarters in Odisha.
- 2.2 **Financial Capacity:** The bidders should have the minimum turnover of Rupees Two Crore during the last financial years (2016-17). Relevant proof for supporting the above shall be submitted failing which the same shall be treated as void. The firms must be willing and/or capable to invest one month's expenses before being reimbursed the claim.
- 2.3 **Registration:** The Bidder should be compulsorily registered with Department of Home affairs (state/central govt.), Income Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation, PSARA License, Registered under Shops & Establishment Act. Relevant proof in support shall be submitted.
- 2.4 **Experience:** The Bidder should have strong presence or root in Rourkela so that the employees are familiar with the miscreants of the city and may have minimum 5 years' experience after registration in the similar field **of providing security services in big organizations** and / (or) Government Departments (or) Educational Institute of Repute. Relevant proof in support shall be submitted. The firm should have a well structure training center. If desired, a committee from NIT Rourkela may visit the Training centre during the process of short listing agencies to ascertain the facilities & trainings being imparted.

2.5 Documents supporting the Minimum Eligibility Criteria

- a. In proof of having fully adhered to the minimum eligibility criteria at 2.1, attested copy of certificates of incorporation issued by the respective registrar of firms/companies shall be attached.
- b. In proof of having fully adhered to minimum eligibility criteria at 2.2, attested copy of the audited balance sheets for the completed three financial years i.e. for 2014-15, 2015-16 and 2016-17.
- c. In proof of having fully adhered to minimum eligibility criteria at 2.3, attested copy of PAN, Service tax, Labour Registration copy, EPFO Registration Copy, ESIC Registration Copy, Copy of PSARA License, and Copy of Registration under Shops & Establishment Act shall be acceptable.
- d. In proof of having fully adhered to minimum eligibility criteria at 2.4, attested copy of work orders & experience certificates issued by the Organizations and Government Departments shall be acceptable.

- e. In proof of having fully adhered to minimum eligibility criteria, attested copy of manpower wages roll in respect of security guards / supervisors shall be acceptable.

3. EARNEST MONEY DEPOSIT:

- 3.1 This bids should be accompanied by an Earnest Money Deposit of **Rs.1,00,000/-**(Rupees One Lakh only) ,which shall be included in security deposit on selection, in the form of Bank Draft/Demand Draft of any nationalized bank. The Bank Draft / Demand Draft shall be in favour of **Director, NIT Rourkela, payable at Rourkela**. And the same should be super-scribed with subject, tender reference, addressed to **The Registrar, NIT Rourkela-769008, Odisha** and should reach through speed post/registered post/ courier latest by 16/03/2018 at 03:00 PM.
- 3.2 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited.
- 3.3 The bids without Earnest Money shall be summarily rejected.
- 3.4 No claim shall lie against the NIT, Rourkela in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of **90 days** from the last date of submission of Bids. However date of commencement of contract will be decided by the Institute.
- 4.2 In case Institute calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The Institute may request for **extension** for another period of **60 days**, without any modifications and without giving any reasons thereof.

5. PREPARATIONS OF BIDS

- 5.1 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender document along with all required information, attaching documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.
- Technical Bid Submission Form duly signed and printed on Company's letterhead (Section1).
 - Signed and Stamped on each page of the tender document.
 - Contact Details Form, duly filled and signed (Section 6.1).
 - Financial Capacity form – filled in signed and stamped (Section 6.2)
 - Earnest Money Deposit of **Rs.1,00,000/-** All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section2 (Para 2 and 3.1above).
- 5.2 **Financial Bid:** Bidder should prepare financial Bid in the BOQ as provided in the Microsoft Excel format. And the details of the same are to be furnished in Price Schedule under Section-5.

6. SUBMISSION OF BIDS

6.1 The Bidder shall submit his bid in two separate cover consisting of (i) Technical Bid, EMD and Minimum eligibility criteria and (ii) Financial Bid clearly specifying the cover's subject.

6.2 The Bid shall be submitted by **the specified date and time** addressed to **The Registrar, NIT Rourkela-769008** in Central Public Procurement Portal through e-procurement module: <https://eprocure.gov.in/epublish/app> .

6.3 No Bid shall be accepted after the aforesaid date and time. However the competent authority of the office of the N I T Rourkela reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.

6.4 Any Bid submitted after the deadline for submission of bids, as stipulated above, shall not be considered.

7. BID OPENING PROCEDURES

7.1 The Technical Bids shall be opened at NIT Rourkela, on the specified date & time by the Committee authorized by the competent authority of NIT Rourkela in the presence of such bidders or their authorized representatives who may wish to be present.

7.2 The financial bids of only those bidders whose Technical Bids are accepted, shall be opened by the Committee authorized for the purpose as specified date and time.

7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.

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

7.5 If the selected bidder does not provide services in the stipulated time, gets terminated or leaves the contract, the selection of next eligible bidder for the same work may be considered.

8. CLARIFICATION ON TECHNICAL BID EVALUATION

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

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

8.3 Institute also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1.

9. TECHNICAL BID EVALUATION (SEGREGATED TYPE)

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

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

9.3 The technical bid shall have 70% weightage out of 100 marks. The bidders securing 60% of the total marks assigned to technical bid (i.e. 42/70) shall be declared qualified in the technical evaluation. Marks assigned to bidders by the appropriate technical committee and approved by Director, NIT Rourkela shall not be questioned by any bidder.

9.4 The bidders who qualify in the technical evaluation may be present at the time of bids.

10. FINANCIAL BID OPENING PROCEDURE

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

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

10.3 The financial bid shall have 30% weightage out of 100 marks. Which shall be judged on the basis of service charge percentage claimed by the bidders. The lowest qualified bidder shall get highest marks (30/30) and others getting proportionately.

10.4 Selection will be made based on the highest score. [Technical evaluation (70) + Financial Bid score (30)]

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

11. RIGHT OF ACCEPTANCE:

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

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

11.3 The Director, NIT Rourkela reserves the right to award any or part or full contract to any successful agency (i.e.) at its discretion and this will be binding on the bidders.

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

11.5 NIT Rourkela may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments /Centrally funded Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc. in such a case the EMD/ Security deposit shall be forfeited.

12. CONTRACT VALIDITY:

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

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

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

(b) The firm/Contractor not performing his duties properly as per the agreed terms and conditions of the

contract. The institute shall decide whether the performance of the contractor meets specification or is deficient and to what degree. In such a case the notice period shall be one week without any compensation.

- (c) For committing breach of the terms & conditions of the contract or assigning the contract or any part thereof by the Agency to any third party or subletting whole or part of the contract or the premises to any third party. The notice period shall be one week without any compensation.
- (d) The firm/Contractor being declared as insolvent by the court of law. The notice period shall be one week without any compensation.
- (e) For indulging in any grossly unsafe practice, stealing or willfully damaging institute property or engaging in any illegal activity, the contract shall be terminated on immediate notice. Decision of Director, NIT Rourkela in this matter shall be final and binding.

12.3

1. The Institute will pay at minimum rates of wages to the personnel employed. Service charges will be scaled up with the proportionate increase in minimum wages and minimum wages shall also include all statutory dues like EPF, ESI and bonus as applicable in the labour law. At any point of time the allotted personnel (attendance monitoring will be done) must be present in the campus failing which penalty at the rate of 1.5 times of a day's wage of the no. of shortfall staff(s) will be deducted.
2. The Institute augurs for state-of-art technology. If necessary at any period of the contract the Institute may introduce biometric attendance for the personnel. All security personnel are required to turn up on their duty in neat uniform, which are to be supplied by the Agency. Smoking, tobacco chewing & spitting, alcohol etc. are strictly prohibited inside the campus area. Any personnel found with this act or with improper/indecent behavior may be dismissed from the job and Institute shall not be responsible for any situation arising out of that.
3. Manager/Staff Substitution: During an assignment, if substitution is necessary (for example because of ill health or because a staff member proves to be unsuitable, or the member is no longer working with the firm) the firm shall propose of other staff of at least the same level of qualifications for approval of the competent authority of the Institute.
4. All payments to staff to be engaged by the Firm under the contract are to be transacted through Bank only.
5. Names and other personal details of the personnel to be employed by the Firm / Agency under the contract have to be submitted and approved by the Institute.
During the notice period for termination of contract in any of the situations contemplated above, the contractor shall keep discharging his duties as before till the expiry of notice period. It shall be the duty of the Contractor to remove all the persons and / or resources deployed by him on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption/ hindrance/ problem of any nature to NIT, Rourkela.

13. JURISDICTION AND RIGHT TO AMEND RULES:

- 13.1 The Institute reserves the right to amend the rules of operation whenever and wherever considered necessary and appropriate. The same shall be intimated to the steward in due course.
- 13.2 The Institute rules shall be binding for execution of the Contract, Further, in case of any dispute arising out of or in connection with the aforesaid contract either during subsistence of the contract or thereafter, the Director, NIT, Rourkela is the sole arbitrator to decide the same and his decision is final and binding on both the steward and the institutes as per the provisions of the Arbitration and conciliation Act, 1996. If differences persist even after arbitration and there are compelling reasons to go to the court, it will be decide in the court of Rourkela only.

SECTION 3

GENERAL CONDITIONS OF CONTRACT (GCC)

1. SERVICES REQUIRED BY THE INSTITUTE

- 1.1 The Contractor shall be providing security services in Institute's premises as per the details given herein, or any other location as required by the Institute to be read with the Assignment Instructions stated in the Schedule of Requirements.
- 1.2 The Institute shall pay the charges as agreed between the Institute and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.
- 1.3 The Contractor shall provide security services in the Institute's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

2. COMMENCEMENTS OF SERVICES

The Contract shall become legally binding and in force only upon:

- 2.1 The Contractors shall commence security services in Institutes premises as per the date decided and informed by the Institute.
- 2.2 The Contractor shall submit detailed resume in respect of the Security Staff along with Photographs duly attested by their firm after commencement of the security services to Institute's office.

3. CONTRACTORS OBLIGATIONS

- 3.1 The Security Agency shall provide security arrangement for security of the Institute campuses within the confined premises as required by the Institute. Moreover, the Security Agency shall also protect the Institute Campuses from anti-social element.
- 3.2 At least 75% of the personnel must be regular employees of the firm who must be paid regular monthly salary and perks by the firm after adjusting authorized and unauthorized leave. The balance (maximum 25%) may be short term or new recruits or temporary employees of the firm. The Institute however, must be given details of all employees in advance to their engagement. Every personnel deputed by the Security Agency shall be literate (must know Odiya /Hindi/English). Violation of this condition shall be treated as breach of important contractual condition and shall attract penalty points.
- 3.3 The security personnel to be deployed shall be equipped with latest communication systems (Walkie-Talkie)/mobile. Night Guards shall be equipped with proper protection and lighting devices. While working at the premises of the Institute, they shall work under directives and guidance of Security Officer of the Institute or the authorized representative nominated by Director, NIT Rourkela answerable to administration.
- 3.4 The Security Agency personnel should be smart and properly turned out with boots / shoes, belt, caps, badge, name plate (in Hindi and English) whistle etc., and carry an identity card duly attested by the an authorized officer of NIT Rourkela. A photocopy of these cards along with computer data shall be given to the Institute for record, verification etc.
- 3.5 The Security Agency shall provide proper uniform including shoes, caps, canes / stick, torch, jerseys (woolen sweaters) & rain coat etc. to every personnel deployed by the agency in the Institute Campus at their own costs and expenses.

On 26th January and 15th August the Agency will ensure that the personnel deployed are in uniform and the rehearsal of the parade has been done one day in advance and the security supervisor will ensure that the arrangement for the flag hoisting and parade is as per instruction of the institute authority.

- 3.6 The Institute shall have the right to check up, from time to time, the uniforms wear by the security personnel as well as their fitness to perform guard duty up to the satisfaction of the Institute. The Institute shall also have the right to check and supervise the Security personnel on duty through an Institute level Security Executive Committee (SEC) or any other representative to be named by the Director. The decisions of the SEC shall be binding on the Security Agency.
- 3.7 The personnel deployed by the Security Agency in the Institute shall be removed immediately if the Institute considers such removal necessary on administrative grounds. The security agency shall also immediately remove any personnel who is found not to be discharging his duties correctly or is of doubtful character and shall replace him with substitute personnel either on its own or on the demand of the Institute and only after approval of the authorized officer of the Institute. In case of removal of such personnel, no claim shall be maintainable against the Institute.
- 3.8 If the Institute incurs any expenses or any liability is put on them in connection with the deployment of the employee of Security Agency, the same shall be adjusted from the bill of the Security Agency. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Institute/ Govt. of India / any State or any Union Territory.
- 3.9 The Security Agency shall make serious efforts to control and eliminate the cattle menace, which include not only cows and buffaloes but also other animals like pigs, dogs etc., from the campus premises.
- 3.10 The responsibility for taking appropriate security measures shall be entirely that of the Security Agency. The Institute will be entitled for compensation against the Security Agency, in case a proper joint inquiry establishes that the theft or loss or damage has been caused due to negligence of the Security Agency or any of its employees. The said compensation shall be in addition to the findings and recommendations that the joint enquiry may propose. The maximum amount of compensation payable by Security Agency will be limited to inspection and supervision charges payable to Security Agency for the month on which the loss or damage occurs. However, after enquiry, if it is found that such theft or loss or damage has been caused by acts of commission and omission of the personnel of the Security Agency or if the personnel of the Security Agency has either taken active part in such acts or has aided and abetted in the acts of such commission and omission the Institute or its employees to whom loss is caused, shall be indemnified/compensated by the Security Agency on actual basis.
- 3.11 Institute will provide accommodation in the barrack to Security Agency. License fee and service charges shall be recovered as per rules of the Institute. Such accommodation shall be handed over to the Institute in vacant state on termination of the contract in any manner whatsoever and at any time earlier at the instruction of the institute.
- 3.12 The personnel engaged by the contractor shall draw their remuneration from their agency and will not claim any employment benefit from the institute at any time. The contractor shall also be responsibility for the statutory obligations of such personnel and shall indemnify the institute in the matter.
- 3.13 Only in case of any emergency the contractor personnel may be provided medical facilities available at the Institute health Centre on payment basis.
- 3.14 The Security Agency shall submit a certificate along with the monthly bills certifying that the personnel employed by them have been paid at least minimum wages, as enforced from time to time, in accordance with the provisions of the Minimum Wages Act 1948 (rates applicable as per Central Govt). The wages shall be disbursed in the presence of the authorized representative of the Institute.
Any violation of the provision of Minimum Wages Act shall render the contract liable for termination. The Institute shall also proceed against the defaulting agency as per the provisions of the relevant laws.

- 3.15 The contract price shall be all inclusive and nothing extra shall be payable over & above the accepted contract price in respect of the Scope of Work defined in the Price Schedule. However, if the prescribed minimum wages are revised by the Govt. of India, the Security Agency shall revise the wages of the personnel accordingly.
- 3.16 The security personnel shall remain on duty for 8 (eight) working hours. The personnel shall not leave his place of duty/duty point until his reliever reports for duty. Deserting the place of duty/duty point by the security personnel without having been properly relieved will attract penalty points.
- 3.17 All the assets and articles provided by the Institute shall be the property of the Institute and the Security Agency shall be merely the custodian of such assets and articles. On termination of security contract either by efflux of time or any time earlier than the stipulated period as the Institute may decide at its sole discretion, such property shall be handed over to the Institute forthwith.
- 3.18 In addition to the number of personnel listed in the Price Schedule, the Security Agency shall undertake to engage / employ and provide additional number of well-trained guards as and when required by the Institute, on reasonable notice, as per the accepted rate given in the Price Schedule.
- 3.19 The persons employed by the Agency for the security of the Institute will be the employees of the Security Agency and the Institute shall have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the Institute and the Security personnel employed by the Security Agency shall have no right whatsoever to claim employment from the Institute.
- 3.20 The Security staff employed by the Security Agency will not form any union in the Institute nor shall they make any claim on service or other matter.
- 3.21 The Security Agency shall undertake, at their own expense but to the satisfaction of the Institute, a continual updating of skill, processes and procedures followed by the Security staff employed in the security of the Institute by organizing suitable training programs for them on the routine basis. This training program may be included in their duty, like two hours in a week. It may include various aspects of security of a vital installation, major expected threats, and measures to curtail these threats, use of security equipment's, and use of fire arms to armed guards etc.
- 3.22 The Security Agency in discharge of its duties will be bound by operational parameters.
- 3.23 All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Rourkela.
- 3.24 At any time, prior to the date of submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment and published in Institute website.
- 3.25 The Security Agency shall be responsible for all injuries and accidents to persons employed by them. or otherwise. The Institute shall stand indemnified in respect of the treatment provided under such exigencies.
- 3.26 The Security Agency shall be responsible for the good conduct and behavior of its employees. If any employee of the Security Agency is found misbehaving with the Institute Staff, Employees, Faculty or Students of the Institute, the Security Agency shall terminate the service of such employee at their own risk and responsibility. The Security Agency shall issue necessary instruction to its employees to act upon the instructions given by the officer- in- charge of the Institute.
- 3.27 In the event of any loss being caused to the Institute on account of the negligence of the employee of the Security Agency, the agency shall make good the loss sustained by the Institute, either by the replacement or on payment of adequate compensation on actual basis.
- 3.28 The employees of the Security Agency shall be of good character and of **sound health**.
- 3.29 The Security Agency shall maintain Complaint Book at the main entrance gate which will be made available to the Security Officer of the Institute.
- 3.30 In a manner satisfactory to the Institute, the Security Agency shall provide necessary expertise and trained manpower to attend to the various needs of security services at the Institute buildings, Halls of residence and the campus in general.
- 3.31 Security Agency shall ensure protection of all properties and personnel of the Institute, whether on

its campus or in transit, against trespass and willful harm, by deploying fail-safe preventive measures, providing early warnings and mobilizing trouble-shooting efforts.

- 3.32 ***The Security Agency shall supply trained manpower for the security duties in the campus. It shall also undertake of its expense and to the satisfaction of the Institute, a continual updating of skills and procedures followed by the Security staff.*** For this purpose the agency shall organize suitable training camps for its cadres from time to time.
- 3.33 In case of any dereliction of duty, gross neglect, an unintended or intended damage caused by the Security Agency or its staff or otherwise, any harm done to the Institute, its properties, its designated officials or other employees, the Security Agency shall be liable to make good the loss or pay compensation, refund expenditure on legal/judicial proceedings as well as pay penalty, which the Director may deem fit.
- 5.34 In case of performance of the agency is not found to be satisfactory as per operational parameters setout of the contract or not in conformity with the terms & conditions of the tender, the contract shall be terminated even before the scheduled time by giving advance notice of 3 (three) months to this effect. In the event of premature closure of contract for reasons mentioned herein above, the Security Deposit shall be absolutely forfeited.
- 5.35 Security Agency shall supply uniforms with name-plates/names-tabs to the persons engaged on duty. The Institute shall not allow any employee of the Security Agency to work inside the Institute without the uniform. If during the period of contract the uniforms are worn out, it shall be the responsibility of the Security Agency to supply another uniform to the persons and it will ensure that the persons wear only proper uniform while they are on duty in the Institute. The Security Agency shall get the identity card of each employee attested from the competent authority authorized by the Director of the Institute. The Institute shall not provide any kind of weapons, batons, torch etc. nor incur any expenses in this regard. It would be the responsibility of the Security Agency to supply such minor equipment necessary for discharge of duty.
- 5.36 The Security Agency shall have a regular system of training the Guards before mounting them on duty. The Security Agency shall have proper training facility and profession syllabi for the training.
- 5.37 The Security Agency shall have a proper system of checking the guards on duty especially at night. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified.
- 5.38 The Security Agency shall have resources to assist the principal employer (i.e. the Institute) in conducting Security Audits, Surveys, and Investigation etc. and shall also be able to render professional advice on matters relating to security, intelligence and surveillance, free of charge.
- 5.39 Security Agency shall apply to the Labor Commissioner for obtaining a labor license within a reasonable time and will submit a copy of the license to the Registrar of the Institute.
- 5.40 The security supervisor shall also check the garbage/wastage being taken out for disposal to ensure that none of the useful items are taken out for disposal.
- 5.41 The posts/consignments received (after office hours) at the main gate should be handed over to the concerned immediately on receipt. However if the same is not delivered the reason there of should be brought to the notice of the Institute in-charge officer and no post/courier should be returned.
- 5.42 The Contractor shall submit to Institute the details of amount deposited on account of EPF and ESI in respect of the deployed guards to the concerned authorities from time to time along with monthly bills.
- 5.43 The Contractor shall produce to the Institute the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
- 5.44 The Contractor shall ensure that its personnel do not allow any property of the Institute to be taken outside of the premises without the written permission of the person(s) authorized by Institute.
- 5.45 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.

- 5.46 The personnel of the Contractor shall not be the employees of the Institute and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 5.47 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Institute shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, EPF Laws, ESIC Law Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force. The Contractor shall provide uniform to its security personnel at its own cost.
- 5.48 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, and ESIC etc. The Contractor should submit proof of the same at the time of monthly claim of bill
- 5.59 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 5.50 The antecedents of Security staff deployed shall be got verified by the Contractor from local police authority and an undertaking in this regard to be submitted to this Department and the Department shall ensure that the Contractor complies with the provisions.
- 5.51 Adequate supervision shall be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties.
- 5.52 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Institute.

4. CONTRACTOR'S LIABILITY

- 4.1 The Contractor shall completely indemnify and hold harmless the Institute and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the Security Services to the Institute.
- 4.2 The Contractor shall not be liable in any way whatsoever and the Institute hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of the Security Services to the Institute.
- 4.3 The Contractor shall not Sub Contract, transfer or assigns the contract or any other part thereof without prior written permission of the Institute. In the event of the contractor contravening this condition , Institute shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Institute may sustain in consequence or arising out of such replacing of the contract.

5. INSTITUTE OBLIGATIONS

- 5.1 Except as expressly otherwise provided, the Institute shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the Security Services are to be provided required enabling Contractor's employees to carry out the Security Services. Such equipment and facilities shall include, without limitation, guard/s accommodation, adequate heating /air, lighting,

power, toilet facilities and chair, drinking water, office stationery, files, ledgers, registers etc.

- 5.2 The Institute shall comply with and fulfill the security recommendations (if any), if considered necessary by the Institute, made in writing by the Contractor in connection with the performance of the Security Services. The Institute shall notify the Contractor of any dishonest, unsafe or negligent acts or omissions of the Contractor's employees or agents in connection with the Security Services as soon as possible after the Institute becomes aware of them.
- 5.3 To enable the Contractor to provide the Security Services, the Institute shall ensure that their staff is available to provide such assistance

6. OBLIGATIONS OF THE CONTRACTOR TOWARDS IT'SPERSONNEL

6.1 Labour Compliances

The Contractor shall abide by all labour laws, laws related to EPF Organization, ESI Corporation. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Institute every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses. Wages and all salary and other statutory dues should be paid through bank transfers only. Cash mode of transactions shall not be accepted.

6.2 Engagement of Security Personnel

The Contractor shall make its own arrangements for the engagement of all Security and other administrative personnel for providing security services in Institute premises and shall use all diligence in arranging for a sufficient and suitable supply of such personnel but all such arrangements in India shall be in accordance with the general local usage and subject to the Applicable Laws.

6.3 Contractor's Responsibility towards deployment of adequate personnel

- a) The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Institute premises at the Institute Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.
- b) The Contractor shall submit its list of all personnel engaged under the contract with detailed bio-data, Organization Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Institute of any change in its organization or its personnel.
- c) The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

9. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

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

- 9.2 **Jurisdiction of Court:** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Rourkela.

10. DISCLAIMER

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

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

SECTION 4 **SCHEDULE OF WORKS / REQUIREMENTS**

1. CODE OF CONDUCT

The Contractor shall ensure that their security personnel

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

2. CONFIDENTIALITY

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

3. MATERIAL MOVEMENTS

- a) Incoming material Check the documents carefully and receive the items with the due Entry and forward it to the concerned person.
- b) Outgoing – Before sending the material, have a proper check as per Challans. Do not send out any material without seal and sign of the authorized person.
- c) Returnable and nonreturnable record has to be maintained. A periodic status report, i.e. weekly report will be generated by security and submitted to concerned Department for follow up action on items that have not returned on due date.
- d) All material coming in and going out to be recorded correctly as per Challans.
- e) Materials coming in to the premises must be accompanied by a proper Challans.

- f) No item will be taken out without written permission of the authorized person.
- g) Documents for material incoming and outgoing should be implemented with a list of authorized signatories.

4. TELEPHONE HANDLING

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

5. PATROLLING PROCEDURES

- a) The guard must ensure that once the office is closed all the unwanted lights and Air conditioning units is put off.
- b) Security should not switch off the computers, which are left on.
- c) Patrolling should be taken on an hourly basis once the office is closed.
- d) He will keep a watch on the activities of the casual laborers /contractors.
- e) If he finds anything unusual / untoward, a written report must be given to the concerned authority.

6. CHANGING OVER AND TAKING OVER

- a) He will go through the log and entries of previous shift and discuss the progress plan with the reliever.
- b) Both the security guards / Supervisors will check the entire building thoroughly.
- c) Reliever guard should check all the documents, which are related to security before taking overcharge.
- d) They should check all the systems, which are in the facility / under security.
- e) Occurrences report register to be maintained.
- f) Reliever guard should check previous shift guard before taking over charge.

7. CLEAN DESK POLICY

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

8. FIRE CONTROL

- a) Security should know where the fire extinguishers are located / installed and be able to operate them immediately in case of any fire accidents.
- b) Check the life of the fire extinguishers, i.e. due date of next recharge. If the due date is over, give a written complaint to the Institute.
- c) In case of fire, prompt action is taken by the security to safeguard the life and property of the Institute.
- d) In the event of any fire, rush to the spot, muster all manpower available and take control office fighting operations.

9. EMERGENCY PROCEDURES

- a) The security should have all the addresses and contact numbers of nearest police station, hospital, ambulance and fire brigade.
- b) Security will immediately report if any untoward incident / misconduct or misbehavior occurs, to the Contractor and Institute.
- c) Security person should know the entire emergency exits doors and main entry gates, so that he can take suitable action at a short notice.
- d) Identify the emergency and its gravity emergency.

SECTION 5
PRICE SCHEDULE

(A) Monthly rate per Security Guard (without arm license): Minimum wage with statutory dues and benefits multiplied to the no. of personnel engaged [Linked to Govt. of India Minimum Wage without arm]

(B) Monthly rate per Security Supervisor (Preferably Ex-serviceman) without arm license: Minimum wage with statutory dues and benefits multiplied to the no. of personnel engaged [Linked to Govt. of India Minimum Wage without arm]

Typically one supervisor for 30 security guards

Payment will be made as per actual expenditure by the company limited to total number of personnel allotted.

(C) Monthly rate per Assistant Security Officer (Preferably Ex-Serviceman) without Arm License: Minimum wages with statutory dues and benefits multiplied to the no. persons engaged. [Linked to Govt. of India Minimum Wages without arm]

(D) Service charges, which shall cover all cost of uniforms, accessories training of personnel and administrative cost of the office. (To be quoted in the percentage of wage bill) [Not linked to Govt. of India wage rate]

(E) GST charges will be extra as per government notification.

(F) In provided BOQ (Bill of Quantity) bidder has to quote only minimum wages per month basis (Linked to Govt. of India Minimum Wage and other statutory dues) and charged percentage over service only.

Note:

- a. Monthly rate for security guards shall be as per prevailing minimum wage rate of Central Govt. Proposals of Bidders paying less than above applicable rates of minimum wages shall not be considered and shall lead to rejection of the bid. When minimum wage rates or that of other statutory dues is revised by the Central Govt. the revised rates will be automatically applicable to the remuneration payable to all personnel as per rules.
- b. The supervision charges and additional cost (**Table: C**) shall be quoted in terms of a fixed price (lump sum) in rupees which shall not be linked to minimum wages and hence shall remain unaltered throughout the contract period. If any bidder who quotes deviating from the above format, his bid shall be rejected.
- c. Mandatory Payment of all statutory dues like EPF, ESI, bonus, leave salary and other statutory dues shall be made by the contractor on monthly basis as per the terms and conditions of the Tender Documents. Any default shall lead to immediate termination of the contract.
- d. The company must make all salary disbursement through bank account of the personnel employed under this contract. Any other mode of payment except direct bank credit shall not be accepted [Newly appointed employees may be paid in cash for one month only with permission of NIT Rourkela].
- e. Normally payment will be made as reimbursement after the company sends the wages to bank, and pays all statutory dues like EPF, ESI etc. Payment shall be released within 20 days of submission of the bill.
- f. **As per requirement of the institute adequate manpower (As per actual allotment) should be supplied by the agency. If the number of personnel present on any particular day falls below 90% of the agreed strength, the agency shall pay 25% of daily expenses per person per day to the institute as compensation.**
- g. **If a workman is absent, only existing personnel can be used as replacement and be paid the wages in lieu of the designated person, in unit of full day or half day wage. If no replacement is done the dues payable to the company will be reduced accordingly.**
- h. A guard may be assigned overtime duty as in terms of full shifts of 8 Hours. A guard shall not be permitted to work for more than 10 (ten) shifts in week (maximum limit) or for two consecutive shifts at anytime.
- i. The institute authorities shall have the right to inspect all attendance and wage records. The institute at its discretion may introduce biometric attendance and computerized records at its own cost and the firm shall cooperate with the institute to all extent.
- j. The Institute shall pay only minimum wages and other statutory dues linked to minimum wages (as per above table-A and B) payable to the security guards and supervisors including enhancements (As per Notification of GOI issued from time to time).

- k. Company, if paying higher to the security supervisors than the admissible minimum wages and other statutory benefits, shall absorb the difference at its own cost and expenses. The Institute shall not entertain any claim in this regard.
- l. The contract shall be initially for a period of one year from the date of award subject to continuous satisfactory performance. However, this will be reviewed at the end of each year based on the performance and if found satisfactory it will be renewed for two years more, on year to year basis at the sole discretion of the Director, NIT Rourkela.
- m. The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time to time and the same shall be charged in addition to the applicable rate.
- n. Price bid must be submitted in the above format failing which the bid shall not be honoured. However the firms may submit a detailed price breakup annexed to the price bid.

SECTION-6
FORMS

SECTION 6.1

[To be printed on the letter head of the Firm]
CONTACT DETAILS FORM GENERAL DETAILS OF BIDDER

CATEGORY OF THE FIRM:

1. NAME OF THE COMPANY:

2. COMMUNICATION ADDRESS:

.....

.....

3. PHONE NO.

4.FAX NO :

5. EMAIL I.D.

6. EMD PARTICULARS: DD No: Date:

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

1. NAME OF THE CONTACT PERSON

2. DESIGNATION

3. PHONE NO.

4. MOBILE NO.

5. EMAIL I.D.

UNDERTAKING

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

Date:

Place:

Signature of the Authorized Signatory

Designation: (Office seal of the Bidder)

SECTION 6.2

FORM FOR FINANCIAL CAPACITY

Description	Financial Years		
	2014-15	2015-16	2016-17
Annual Turnover			
Net Worth			
Current Asset			
Current Liabilities			
Total Revenue			
Profit before Tax			
Profit after tax			

SECTION 7

CHECKLIST FOR PREPARATION OF BID

Sl. No.	Particulars	Yes/No
01	Have you filled in and signed the Contact Details Form?	
02	Have you read and understood various conditions of the Contract and shall abide by them	
TECHNICAL BID		
03	Have you enclosed the EMD of Rs.1,00, 000/- with the Technical Bid?	
04	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents and uploaded?	
05	Have you attached proof of having met the following Minimum eligibility criteria?	
06	<u>Legally Valid Entity:</u> Have you attached attested Certificate issued by the Registrar of firms/Companies	
07	<u>Registration with Government Bodies like IT, ST, ESIC, EPF, Labour Laws:</u> Have you attached a Registration copy Of each of the certificate?	
08	<u>Experience:</u> Have you attached the attested experience Certificates issued by the Organizations? Government Depts.?	
09	Have you attached the proof of authorization to sign on Behalf of the bidder in the Technical Bid?	
10	Have your Technical Bid been packed as per the Requirements of the Tender?	
FINANCIAL BID		
11	Have your financial Bid (BOQ) proposal is duly filled as per Price Schedule and uploaded?	
12	Have you quoted prices against each of the category as per the price schedule?	
13	Have your financial bid been packed as per Tender?	
