



**NATIONAL INSTITUTE OF TECHNOLOGY**  
**TIRUCHIRAPPALLI - 620 015,**  
**TAMIL NADU**  
**Web site: [www.nitt.edu](http://www.nitt.edu)**

## **NOTICE INVITING TENDER FOR RENDERING OF SECURITY SERVICES**

### **OFFICE OF THE DEAN (STUDENTS WELFARE)**

<b>BID SYNOPSIS</b>	
Tender Reference Number and date	No.OS-1/2014/Security/ Item No.1 dated 28.8.2014
Brief Description of the Tender	Tender for rendering of Security Services to NITT Campus
Type of Tender	Two Bid System
Cost of Tender Document including 5% VAT ( <b>Non- refundable</b> )	Rs.525 (Rupees Five Hundred and Twenty only) payable through Demand Draft drawn in favour of The Director, NIT, Tiruchirappalli.
Web site address for downloading the tender document	The tender document can be downloaded from our website <b><a href="http://www.nitt.edu">www.nitt.edu</a></b>
Earnest Money Deposit ( <b>Refundable</b> )	Rs. 50,000/- (Rupees Fifty Thousand only) in the form Demand Draft drawn in favour of The Director, NITT.
Date of Pre bid meeting	Wednesday 10 <sup>th</sup> September 2014 at 11 a.m (Venue: Administrative Building, NITT)
Last date and time for receipt of tender	<b>Thursday 18<sup>th</sup> September 2014 upto 3.00 P.M</b>
Mode of submission of Tender	By Speed Post/ Register Post/ Courier or through Hand delivery at the NITT Main Office
Date, time and venue Opening of Tender	<b>Thursday 18<sup>th</sup> September 2014 at 3.30 P.M</b>
Date and time of opening of Price bids	After evaluation of technical bids, the date, time and place of opening of the Price bid will be intimated to technically qualified bidders.
Address for submission of Tender	The Director, National Institute of Technology, Tiruchirappalli-15, Tamil Nadu With a kind attention to: Dean (Students Welfare), NIT, Tiruchy
Procedure for submission of Tender	<b>Envelope 1:</b> EMD and Cost of Tender Document <b>Envelope 2:</b> Technical Bid <b>Envelope 3:</b> Price Bid <b>Envelope 4:</b> Larger Size Outer Envelope (Wrapper) containing Envelope 1, 2 and 3
Contact Person for Technical queries	Dr.J.Jerald, Associate Dean (SW) Office of the Dean (Students Welfare), NIT, Tiruchy Phone: 0431 250 3040 <b>E Mail ID: <a href="mailto:jerald@nitt.edu">jerald@nitt.edu</a></b>

## Notice Inviting Tender

### Tender Notification: No.OS-1/2014/Security/Item No.1

Sealed Tenders are invited from Professional/ Reputed Security Agencies for providing Security Services to National Institute of Technology, Tiruchirappalli. The bidder should have appropriate resources, necessary expertise, requisite manpower, proper co-ordination and supervisory skill and ability to undertake the work. The total requirement is 183 Security personnel, out of which 40% should be of Ex Service men and the remaining 60% may be of Civilians. Probable requirement of Security personnel (including relievers) under different category is tabulated below:

S. No.	Category	Male	Female	Total
1	Shift In charge <b>Ex Service Men</b>	3	NIL	3
2	Security Guards <b>Ex servicemen</b>	72	NIL	72
3	Security Guards <b>Civilians</b>	97	11	108
	<b>Total Requirement of Security Personnel</b>	<b>172</b>	<b>11</b>	<b>183</b>

NITT has all rights to increase or decrease the number of guards as per the realistic requirement.

The duration of the contract against this tender is ONE YEAR. However, the initial engagement will be for 6 months, and based on satisfactory performance, the contract may be extended for another six month. At the DISCRETION of the selection committee and the Director/ NITT, if the performance of the successful bidder is found to be satisfactory during the initial one year, the duration of the contract may be extended upto maximum period of TWO MORE YEARS. The extensions will be on half yearly basis.

Institute may decide on awarding separate contracts for different zones within the institute. Zone wise separate indicative numbers of post are as follows. Institute zone: 20 per shift (60 per day), Hostel zone: 30 per shift (90 per day) and Quarters zone: 10 per shift (30 per day). NITT reserves the right to change the deployment in the zones.

**The selected agency should be in a position to commence their security services from 1<sup>st</sup> October, 2014.**

<b>CHAPTER 1: PRE QUALIFICATION CRITERIA</b>
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1. The Security Agency should possess all valid statutory registration/ approvals/ license / permit for running Security Service Agency i.e., should have registered with Labour Department, Income Tax Department, Employees Provident Fund, Employees State Insurance and Service Tax Authorities. Further the Security Agency shall be registered contractor under Contract Labour (Regulation and Abolition) Act, 1970.

2. The Average Annual Turnover of the Security Agency during the last three years ending 31<sup>st</sup> March 2014 should be at least Rs.72 lakh (Seventy Two Lakh). A Printed copy of the Annual Accounts duly audited and certified by the Chartered Accountants must be enclosed with the technical bid. Year in which no turnover is shown would also be considered for working out the average turnover.

3. Experience of having successfully completed similar works during last 7 years ending 31<sup>st</sup> August 2014 should be any of the following:

- a. Three similar completed security services costing not less than Rupees 96 lakh each or
- b. Two Similar completed security services costing not less than Rupees 1.20 crore each or
- c. One similar completed security services costing not less than Rupees 1.92 crore

**Definition of Similar work: Providing of security services to** renowned educational institutions such as Indian Institute of Technology, National Institute of Technology, Central/ State Universities, Central or State Public Sector Undertakings/ Government owned institutions, Public Sector Banks, reputed private sector industries etc.,

4. The bidder should have experience in having provided security services during the last seven years ending 1<sup>st</sup> August 2014 as per the following details:

- **3 similar completed works** wherein total number of security guards deployed was not less than 80. **(OR)**
- **2 similar completed works** wherein total number of security guards deployed was not less than 96 **(OR)**
- **1 similar completed work** wherein total number of security guards deployed was not less than 128. The Security Agency must submit the bank credit details in the pass book for the receipt and payment of salary component for a period of one month in 2011-12, 2012-13, 2013-14.

5. Performance Certification: the bidders' performance for each work completed in the last three years should be certified by the responsible official from the concerned service receiver for whom similar security service was provided.

6. The bidder should have a well established Registered Office or Zonal Office or Branch Office in Tiruchy / Chennai or anywhere in Tamil Nadu.

7. As a proof of financial capability, the bidder should furnish a solvency certificate issued by a Nationalized Bank in favour of the Director, NITT for a minimum amount of Rs.25 lakh.

**The above mentioned basic eligibility conditions are broad guidelines for pre-qualification and the Director, NITT hereby reserves the right to relax/ alter/ modify / add, any or all the conditions.**

## CHAPTER 2: TENDERING PROCESS

1. The tender document and terms and conditions can be downloaded from our website [www.nitt.edu](http://www.nitt.edu).

2. Through two separate Demand Drafts, the bidder is required to furnish Rupees Fifty Thousands towards Earnest

Money Deposit and Rupees five hundred and twenty five towards Cost of Tender Document.

**3. Without EMD and Cost of Tender Document, the technical bid will not be opened and the tender will be rejected summarily.**

4. The sealed tender should be submitted on or before **Thursday 18<sup>TH</sup> SEPTEMBER 2014 3 P.M.** through Registered Post or Speed Post or hand delivery and addressed to the Director, National Institute of Technology, Thuvakkudi, Tiruchirappalli-15, Tamil Nadu, India. [**Kind Attention: Dean Students Welfare, NIT, Tiruchy**]
5. At the first stage, the envelope containing EMD amount and Cost of Tender document will be opened and at the second stage the envelope containing Technical Bid will be opened on **THURSDAY 18<sup>TH</sup> SEPTEMBER 2014** at 3.30 p.m in the presence of the bidders who choose to be present at the time of opening.
6. At the time of opening of Tender, the names of those who have submitted their offers along with the details of their remittance of EMD and Cost of Tender Document will only be read out and no other information/ details whatsoever will be shared at this stage.
7. If in any case, unscheduled holiday occurs on prescribed closing/ opening date, the next working day shall be the prescribed date of closing/ opening.
8. Subsequent to evaluation of technical bids, price bids of the technically acceptable offers will be opened for further evaluation and ranking for award of the contract/ purchase order. The date of price bid opening will be intimated to the bidders of technically qualified bids.
9. The bidders are advised to go through the tender documents and understand the terms and conditions specified therein before submitting the tender.
10. **The Tender document consisting of Technical Bid and Price Bid should be submitted in the Prescribed Format only.**
11. The bidders are not allowed to make addition or alteration in the Technical or Price Bid. Each and every page of the submitted bid shall carry the page numbers.
12. All pages of the tender document should be signed by the person or persons duly authorized to sign, on behalf of the bidder along with the official stamp of the bidder.
13. No paper / page shall be detached and No addition or alternation should be made in the tender document. Conditional tender, late and delayed tender will not be accepted/ considered.
14. Printed condition at the back of the letter or bid from the tenderer will be ignored. If it is desired to apply any particular condition to tender, the same must be clearly brought out in the body of the bid/ tender itself.
15. The NITT shall not be responsible for any postal delay in receipt of the offer. Tender should be properly sealed.
16. The NITT will not be responsible for pre mature opening of the tenders.
17. The offers submitted by telex/ telegram/ fax/ E-mail etc. shall not be accepted and will be summarily rejected.
18. Offers should be clearly written or typed without any cutting or over writing. All cutting / over writing must be initialed and stamped. Bidders must confirm the acceptance of all the terms and conditions of the tender.
19. Making misleading or false representation in the bid document will lead to disqualification of the bidder resulting in forfeiture of EMD amount.
20. Any non-acceptance or deviations from the terms and conditions must be CLEARLY mentioned. However, bidder must note that any conditional offer or any deviation from the terms and conditions of this tender may render the bids liable for rejection.
21. **Earnest Money Deposit (EMD):** The Tenders/ Bids must be accompanied by Earnest Money Deposit. The bidders

who are registered with National Small Industries Corporation (NSIC) are exempted from EMD and cost of tender document. However, for claiming this exemption, the bidders MUST furnish an attested copy of the exemption certificate indicating Date of registration, validity period of the registration, whether registered for items for which tender has been floated. The EMDs of all the unsuccessful bidders will be returned to them at the earliest after issue of purchase order. The EMD of successful bidder shall be returned on receipt of Performance Bank Guarantee. No interest will be payable by the NITT on the EMD amount.

**CHAPTER 3: PRE BID MEETING**

It is proposed to conduct a Pre - Bid meeting on **Wednesday 10<sup>th</sup> September 2014 at 11 A.M** (Venue: Administrative Building, National Institute of Technology, Tiruchirappalli-15. The purpose of the meeting is to clarify our requirements and to answer the questions of the prospective bidders on technical bid and commercial terms and conditions of this tender.

View above, prospective bidders are advised to submit their doubts/ questions/ clarifications, if any, through Mail, (Mail ID: **gerald@nitt.edu**) before the date of Pre bid meeting. Further, on the date of the meeting, the questions should be given in writing. Any modification of the bidding documents which may become necessary as a result of the Pre bid meeting shall be made known to all the prospective bidders by the Selection Committee through a notification of amendment in the website of the NITT. No clarifications will be entertained beyond the date of pre bid meeting. No extension of time will be given for submission of tender on any account, beyond the last date for submission of tender.

**CHAPTER 4: SPECIAL INSTRUCTIONS REGARDING SEALING AND MARKING OF BIDS**

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

- 1. **FIRST envelope should contain the Earnest Money Deposit and Cost of Tender Document. The envelope should be sealed and super scribed as "EMD COVER"**
- 2. **SECOND envelope should contain the Technical Bid along with enclosures desired in the Tender document. This envelope should be sealed and super scribed as "TECHNICAL BID" Cover.**
- 3. **THIRD envelope should contain the Price Bid. This envelope should be sealed and super scribed as "PRICE BID" Cover.**
- 4. **All the above mentioned THREE SEPARATE ENVELOPS are to be sealed and kept in one single Larger size outer envelope (FOURTH envelope) which should also be sealed and super scribed.**
- 5. **Each of the FOUR ENVELOPS shall be super scribed with following details:**

Tender reference Number .....for supply of ..... Due date of tender .....and time ..... Name of the Department inviting this tender..... Name and Complete address of the Bidder .....
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6. If all the THREE inner envelopes and the ONE outer envelope (i.e., larger envelope) are not sealed and marked as instructed, NITT will assume no responsibility for the misplacement or premature opening of any of the envelope. An envelope opened prematurely will be rejected. 7. There shall NOT be any price indication in the technical bid. If for any reason, it is found that the technical bid reveals the price bid related details in any manner whatsoever, or, the price bid is enclosed in the envelope super scribed, "Technical Bid", the bid document will be summarily rejected in the first instance itself. Any offer containing both the Technical bid and Price bids in the same envelop will also be out rightly rejected.

**CHAPTER 5 (a): SCOPE OF WORK AND REQUIREMENT**

(a) Providing round the clock general security service and guarding the buildings and areas earmarked. (b) Patrolling through the length and breadth of the campus at frequent intervals (c) keeping vigil against trespassing by strangers, vehicles etc., (d) Mobilizing security guards to extinguish fire when incidents of fire occur in the campus (e) Security at the pumping station and power house of the Institute (f) Monitoring people movement in the campus and altering the Institute authorities (f) the skilled driver cum security shall be available for driving of vehicles of the Institute which are assigned to him and shall also be in charge of guarding the vehicles so assigned.

The selected Security Agency will detail security personnel, to work in three shifts of eight hour's duration, every day. The shifts will be as under:

- (a) 'A' Shift – 0600 hrs to 1400 hrs
- (b) 'B' Shift – 1400 hrs to 2200 hrs
- (c) 'C' Shift – 2200 hrs to 0600 hrs (next day)
- (d) 'General Shift' – 0900 hrs to 1730 hrs

The Security Guards will have the following minimum qualifications/standards:-

- (a) Have a minimum educational qualification of 10<sup>th</sup> standard.
- (b) Be in the age group of 25-50 years for Civilians and 25 – 58 years for Ex - Servicemen
- (c) Be healthy, smart with good physical bearing with at least 5'6" height 80 cm chest measurements. (Except Hill tribes)
- (d) Be trained in handling standard fire fighting equipments.
- (e) Be able to maintain documents as per the security guidelines of the NITT and the instructions of the staff of Security Section, NIT Tiruchirappalli.
- (f) Should have knowledge in First Aid/driving/handling wireless equipments/modern security gadgets etc.
- (g) All Security Guards posted must be able to communicate in English of which at least 30% of the guards must be able to communicate in Tamil also. At least 10% of the Security Guards should be able to understand and speak Hindi.
- (h) They should have work experience for at least 2 years in security assignment in similar organization like NITT.
- (i) No person who has been convicted by a competent court/who has been dismissed or removed on grounds of misconduct or moral turpitude while serving in any of the armed forces of the Union, State police organization, Central or State Governments or in any private security agency shall be employed or engaged as a private security guard or supervisor.

Apart from the Security Guards, **THREE Supervising Inspectors (Shift In charge)** one each per shift and one unit in-charge will be detailed. They should be in the age group of 30 – 55 years and with a minimum qualification of Bachelor's degree and should be Ex-serviceman not below the rank of JCO. Out of total strength of Security Guards provided by the agency, at least 40% of the Guards should be ex-servicemen with services of at least 5 years in Military/Army/Naval/Air

force.

Duration of the contract shall be 1 year (initial engagement 6 months extendable half yearly basis based on performance). In case the service is not found to be satisfactory, the contract shall be terminated by NITT by giving notice of one month to this effect. However, the contract can be terminated by giving a written notice of 3 months by the Agency. A record of every lapse small or big to be maintained by the Institute Authorities & a weekly meeting with the representative of the Company and Chief Security Officer / Security Officer will be held and minutes of the same recorded for compliance.

No employee of the Agency shall work for more than 26 days in a month or as specified by Labour Laws. No employee of the agency shall be deployed over time. No overtime wages will be paid by the Institute.

No Security Guard who has performed duty during night shift should be deployed for duty immediately in the following day-shift of the next day. Continuous overtime detailment of more than 8 hours / double duty is not allowed.

Agency shall abide by all laws of the land including. Labour Laws (ESI, PF, Bonus, Income Tax or any other extra taxes levied by the Government) Companies Act, TAX Deduction liabilities, Welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Agency, and it shall not involve the Institute in any way what-so-ever.

Agency shall deposit an amount which is equal to one month total wages of all security of guards and shift in charge The security deposit should be paid within 15 days of acceptance of the offer of the agency as Security with the Institute for the entire duration of the contract.

#### **CHAPTER 5 (B): GENERAL TERMS AND CONDITIONS**

The contract is initially for a period of one year. The contract will be reviewed yearly, and may be extended for a maximum period of TWO MORE years. The requirement of actual manpower may vary according to the need and may be reviewed/ reduced/ / enhanced as and when required.

The contract may be terminated before the expiry of contract period owing to deficiency in service or substandard quality of the service provided by the successful bidding Company / Firm /Agency. Further, NITT reserves the right to terminate contract at any time by giving **two months (60 days)** notice to the successful bidder.

The bidder shall not be allowed to transfer, assign, or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NITT.

The agency shall obtain and produce license under the “The contract Labour (Regulation &abolition Act 1970) from the labour department. The agency shall maintain and if necessary submit to the Institute for inspection on demand the records such as Muster roll, Payment register etc.

The bidding agency will be bound by the details furnished by them to NITT, while submitting the bid or at subsequent stage. In case, if, any of such document/s furnished by the firm is found to be false, it would amount to breach of terms of contract and the agency is liable for legal action besides

termination of contract.

The bidder shall ensure that the security personnel deployed at NITT conforms to the STANDARDS prescribed in the Tender Document.

The successful bidder shall furnish the following documents in respect of each security personnel deployed at NITT, before the commencement of contract 1. List of trained security personnel identified/selected by agency for deployment at NITT, with Bio data i.e. date of birth, age, qualification address etc 2. Character certificate from a Gazette officer of the Central / State Government. 3. Certificate of verification of antecedents of persons by local police authority.

In case, the personnel employed by the successful bidder commits any act of omission / commission that amounts to misconduct /indiscipline/ incompetence / security risks, the selected agency shall take appropriate disciplinary action against such personnel immediately being brought to his notice, failing which it would amount to breach of contract and may lead to termination of contract.

The selected agency shall provide identity cards to the personnel deployed at the Institute having the photograph of the personnel and personal information such as name, designation, address and identification mark etc attested by the Security officer at the Institute.

The selected agency shall ensure that any information related to Research, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by their personnel deployed at the Institute

The selected agency shall ensure proper conduct of its personnel at Institute campus, and do not indulge in consumption of alcohol/ smoking while on duty

The selected agency shall designate/deploy a field officer at its own cost who would regularly interact with officers of the Institute, so that better co-ordination, services and utilization of optimal manpower deployment could be addressed

The selected agency shall immediately provide replacement and ensure that as far as possible that no designated post is left vacant in any shift. In case the agency fails to provide replacement within three working days.

NITT is not liable at any stage to provide accommodation, transport, food, medical and any other requirement of their personnel deployed at the Institute.

Payment of bills will be made to the contractor on a monthly basis as per actual services. The contractor has to submit invoices/bills by the third week of the next month for the services rendered in the preceding month along with ESI/PF/Service Tax challans, as applicable, pertaining to that month. Bio metric attendance recording system attendance should be furnished with the invoice.

NITT reserves the right to amend or withdraw any of the terms & conditions contained in the Tender Document or to reject any or all tenders without giving notice or assigning any reason The Director, NITT is the final authority for settling any disputes and the decision of the Director in this regard shall be final and binding on all.

The Institute reserves the right to go for multiple contracts for providing contract security services if a single agency is unable to supply the required manpower either at the beginning or in between of the contract period. The locations/posts will be decided solely by the Institute authority.



## **CHAPTER 5 (C): CONTRACT-SPECIFIC TERMS AND CONDITIONS**

The manpower employed by the agency shall be required to work in 3 shifts of 8 hours duration on all seven days with staggered weekly off.

The personnel deployed shall be required to report for work at specified shift hours and remain in the designated post till the end of the shift. In case, any post is vacant on any shift/day the wages for that shift/day shall be deducted.

The security personnel should be of (a) age group between 25 and 58 years in the case of ex service men and 25 to 50 years in the case of civilians (b) The security guards should have the ability to check Identity cards, Gate passes. (c) Working knowledge of the three languages Tamil /Hindi/English is essential (d) The security supervisors should have at least three years experience, should be a matriculate, physically fit and should be able to read & write in English.

The Security Officer or his deputies will screen all the security personnel deputed/deployed to the Institute, including Discharge certificate in case of ex-servicemen.

The duty hours should not exceed eight hours at a stretch. Continuous shifts by the same person is not allowed and no post should remain unmanned. Odd duties/shifts may be required according to exigencies, which are to be provided by the agency.

Items of equipment, headgears, torches, lathies, uniforms including rain coat, jerseys etc for efficient conduct of duty by the agency personnel shall be provided by the agency and shall be in good presentable condition.

No accommodation will be provided on the campus for the agency personnel and the agency shall make its own arrangements.

For patrolling purpose, the successful bidder shall arrange to have vehicle of his own (minimum 2 motor bikes). Expenditure towards Diesel, repairs etc., will not be provided or reimbursed by the NITT.

The agency shall arrange to safeguard men & materials and the interest of the Institute at designated places by posting its personnel in such manner and at such points and at time to assure the Institute that its Interest are fully and wholly safe guarded. This includes assisting the Institute in first-aid and fire safety operations as may be deemed necessary.

The agency shall ensure good behavior, conduct, application and discharge of duty of personnel engaged by him. The personnel of the Security Agency shall perform their duties effectively and diligently in accordance with the general procedure laid down by the Institute from time to time to uphold the dignity of the Institute.

The agency shall give a notice of 3 months (90 days) before withdrawing their services from the Institute during the contract period.

The agency shall ensure that the security guards/supervisors deployed at the Institute are solely deployed only at the Institute, and shall not be shared across organizations. The agency shall ensure that the total number of security guards/drivers/supervisors deployed at the Institute in a month shall not exceed, due to attrition/other reasons, **1.25** times the number of guards/drivers/supervisors required for the month. Further the agency shall ensure that the guards/supervisor are not deployed beyond the maximum number of (regular) shifts per month as specified in the Labour Law. Failure to comply to this would result in administrative charges calculated only for shifts done by security

personnel having done 7 to 26 shifts for that month.

Absenteeism must not exceed 10% of the total deployment in any month. The above should be achieved without individual security guards/supervisor doing more than the maximum shift allowed by the contract (26 shifts in a month). Each occurrence of such excess absenteeism in a shift shall entail a deduction of 3% of the service/administrative charges to the agency for the month, subject to maximum penalty of 30%.

The security guards/supervisors deployed by the agency shall ensure that the Institute properties are protected from theft/pilferage/damage. After necessary investigations, if proved that the Agency/their personnel are responsible for the incident, the agency is liable and will be penalized to the extent of the value of the loss and additionally Rs. 10,000/- for each such incident.

The agency shall not involve in any bribery or other unethical activities with anyone employed at the Institute. The involvement in any such activity shall entail a penalty of Rs. 10,000/- for each such incident.

If the agency fails to provide services to the satisfaction of the Institute on any of the above counts, the same will be communicated to the agency in writing. If three such notices are issued to the agency, the contract will be terminated and the agency shall forfeit the Performance Security.

#### **CHAPTER 5 (D): LEGAL TERMS AND CONDITIONS**

For all intents and purposes, the bidder shall be the “Employer” within the meaning of various Labour Legislations in respect of manpower so employed and deployed at NITT, for security services on contract.

The selected agency shall alone be solely responsible for the redressal of grievances / resolving of disputes relating to person deployed. NITT, shall in no way, be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

The manpower deployed by the contractor shall not have any claims of Master and Servant relationship vis-à-vis NITT nor have any principal and agent relationship with or against the NITT.

The personnel of the Security Agency shall not be treated or considered as employees of the Institute under any circumstances. The personnel of the Security Agency shall not further become members of the NITT Employees Association/union and shall not take part directly or indirectly in any of the activities of the Association/union and shall help the Institute to maintain strict security measures at all time including during agitation, staged by the Association/union.

The manpower deployed by the contractor for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of NITT, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to any or and will have any claim for absorption or relaxation for absorption in the regular / otherwise in any capacity at NITT.

The agency shall **alone be liable** to pay compensation for any damage/death /injury sustained by the personnel or any other members of the agency as sustained by them in the course of their work/duty at the Institute and outside the Institute during the contract period.

In the event of theft, pilferage or damage to the Institute’s property, after necessary investigations, if proved that the Agency/their personnel are responsible, the agency shall be responsible for all the

losses /damage.

The selected agency will be required to pay minimum wages as prescribed under the Minimum Wages Act of Central Government. The bidder will maintain proper record as required under the Law / Acts.

The selected agency will be responsible for compliance of all statutory provisions relating to Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it at NITT.

The selected agency shall also be liable for depositing all taxes, levies, Cess etc. & income tax to concerned tax authorities from time to time as per the rules and regulations on the matter.

The selected agency shall maintain all statutory registers applicable under the Law. The agency shall produce the records on demand to the concerned authority of NITT or any other authority under Law.

The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of the Tax Department by the Institute and a certificate to this effect shall be provided to the agency by NITT.

In case, the service provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof NITT is put to any loss / obligation, monetary or otherwise, NITT will be entitled to recover such damage/loss out of the outstanding bills or from the Performance Security Deposit of the agency,.

The selected agency **will indemnify** NITT from all legal, financial, statutory, taxation, and any other liabilities.

Any or all disputes arising out of these clauses shall be settled by arbitration at Tiruchirappalli under The Arbitration & Conciliation Act by a single Arbitrator to be appointed by the Director, NIT, Tiruchy,

On all matters pertaining to this tender, the decision of the Director of the Institute shall be final and binding. The successful Security Agency/ contractor is required execute an agreement on a prescribed format immediately on the award of the contract.

#### **CHAPTER 5 (E): FINANCIAL TERMS AND CONDITIONS**

Bids offering rates which are lower than the minimum wages (as indicated in the commercial bid) for the pertinent category would be summarily rejected.

The proof of remittance of statutory deductions of PF, ESI, Service Tax, as appropriate, to the respective agency, for those employed at NITT, must be provided by the selected agency to NITT every month along with the bill, failing which the claim bill shall not be settled. These remittances/payments must be made in a separate challan specifically for the contract personnel deployed at NITT in the name of NITT.

The rates agreed upon except the Minimum wages and service Tax as notified from time to time by the Central Government shall remain unchanged until the expiry of contract period or till they are amended by the Institute.

The agency shall submit the bill, in triplicate, along with attendance sheet (duly verified and attested by Security Officer) in respect of the persons deployed and submit to Accounts at Institute by the

third week of the subsequent month. The payment will be released within two weeks from the date of submission of such bills. *The claims in bills* regarding service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount will be held up till such proof is furnished, at the discretion of NITT. The payment of the bill will be effected only on production of copy of the months wage sheet, ESI, EPF, and service tax remittance and half yearly/yearly return under the respective Acts.

The successful bidder will have to deposit a Performance Security Deposit as specified in Schedule A, subject to the revision at the time of placing the work order, within 15 days of the receipt of the formal order. The performance security will be furnished in the form of an account payee Demand Draft or Bank Guarantee drawn in favor of the Director, NITT, payable at Tiruchirappalli. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the service provider. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited besides annulment of the contract.

In order to ensure that the Security Guards get their entitled wages on the last working day of the month, the following schedule is to be adhered. (1) Monthly bill cycle will be from 24<sup>th</sup> day of the previous month to 23<sup>rd</sup> day of the current month (20 Monthly bill as per above cycle, will be submitted by the service providers on 26<sup>th</sup> of the current month.

The contractor must ensure that entitled wages of the workers are credited to their bank account on the last working day of the month. Contractor shall not enjoy any relaxation in this matter.

While submitting the bill, the service provider must file a certificate certifying the following:

- ✓ Wages of the workers were credited to their bank account on (date)
- ✓ ESI Contribution relating to workers amounting to Rs-----was deposited on (date)  
(Copy of the Challan enclosed)
- ✓ EPF contribution relating to workers amounting to Rs.-..... was deposited on (date)  
(Copy of the challan enclosed)
- ✓ Compliance to all statutory requirements including those under Labour Laws, Minimum wages act etc.,

**CHAPTER 6: FORMAT FOR SUBMITTING TECHNICAL BID**

(To be submitted in a separate sealed envelope)

<b>Sl. No.</b>	<b>Description</b>	<b>Information/ Compliance</b>
1.	Do you unconditionally agree with all Terms and Conditions stipulated in the Tender Document?	
2.	Have you satisfy the pre qualification criteria set out in Chapter 1 of this tender document	
3.	<b>Details of Tender Fees remittance</b>	Amount: Rs.: DD Number : Date : Name of Bank : Payable at :
4.	<b>Details of EMD remittance</b>	Amount: Rs.: DD Number : Date : Name of Bank : Payable at :
5.	<b>Name and Address</b> of the Applicant/ bidder with Telephone/ Fax/ Mobile and Mail ID	
6.	<b>Year of Establishment / Incorporation / commencement of Security Services Agency</b>	
7.	<b>Registration/ Incorporation Particulars</b> (Please attach attested copies of documents of registration/ incorporation of your firm/ Company as required under business law)	
8.	<b>Legal Status</b> of the bidder (In the case of Partnership Firm, authenticated copy of Partnership Deed, in the case of Private or Public Limited Company authenticated copy of Memorandum and Articles of Association and in the case of Proprietary concern, Proprietary Firm Registration Certificate should be enclosed as documentary proof)	
9.	<b>Bio data</b> or Profile containing name, educational qualifications, occupation and postal address of Proprietor / Partners/ Directors/ Managing Director/ Chairman and Managing Director (please use separate sheet if found necessary)	
10.	<b>Name, designation and Phone number of persons authorized to sign the documents</b> on behalf of the Proprietary concern/ Partnership Firm/ Private or Public Limited company (Please attach Power of	

	Attorney / authorization for signing the document. In the case of Proprietary concern bidder may submit attested copy of the PAN card / Election Commission Card / Passport of the Proprietor and authorized signatory in case of proprietor is not signing the tender document)		
11.	<b>Name and Designation of the Contact Person/ Representative/ Manager</b> of the Agency/ firm/ company with mobile number & email ID		
12.	<b>Annual Turnover from Security Services</b> during the last three years. (Copy of the Annual Accounts duly certified by the Chartered Accountant to be enclosed)	Year	<b>Annual Turnover of the bidder from Security Services (Rupees in Lakhs)</b>
		2011-12	
		2012-13	
		2013-14	
13	<b>Average Annual Turnover</b> in last three years from Security Services Business	Rs. _____ in lakhs	
14	<b>Are your firm/ company carrying out any other trade/ business in addition to Security Services?</b> Furnish particulars of other trade/ business carried out.		
15	<b>Total experience</b> (years/ months) in Security Services Field		
16	<b>Have your concern/ firm/ company ever changed its name any time?</b> If yes, provide the previous name and the reasons there for?		
17	<b>Were the company /firm ever required to suspend Security Services for a period of more than six months</b> continuously after you commenced the Security Services? If yes, state the reasons.		
18	Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.		
19	<b>Income Tax Permanent Account Number</b> (Self attested Copy of PAN Card to be enclosed)		
20	<b>Income Tax Assessment Completion Certificates/</b>		

	<b>Assessment Orders for the financial years 2010-11, 2011-12 and 2012-13</b> (In the event of assessment of the years indicated having not been completed the certificate of the latest assessment completed may be enclosed and the reasons for non completion of the assessment for the required years may be indicated)	
21	<b>Have you registered under Employees State Insurance Corporation Act (ESI) Act?</b> If so, enclose copy of the registration certificate. Also provide a copy of latest remittance made by your agency/ firm/ company	
22	<b>Have you registered Under Employees Provident Fund (EPF) and Miscellaneous Provisions Act?</b> If so, enclose copy of the registration certificate. Also provide a copy of the latest remittance, if any, made by your firm towards EPF.	
23	<b>Service Tax Registration Number</b> (Self attested Proof to be attached).	
24	Copy of Service Tax Returns, if any, filed, for the last three years i.e., 2011-12, 2012-13 and 2013-14 along with proof of payment of service tax during the said three years.	
25	VAT TIN (Proof to be attached)	
26	Name and address of your banker	
27	Bidders Solvency ( <b>Original certificate for an amount of Rs.20 lakhs from the banker to be enclosed</b> )	
28	Brief details of Litigations, if any, connected with Security Services work, Current or during the last three years, the opposite party and the disputed amount.	
29	Specify whether there are any issues / disputes against your agency/ firm/ company before the commissioner of Provident Fund, Employees State Insurance, Labour Tribunal Authorities, etc.,	
30	Give details of Termination of previous contract, <b>if any</b>	
31	Give information, if any, regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder <b>is / was</b> involved	

32	Details of <b>ONGOING SECURITY CONTRACTS</b> : The following should be enclosed: (a) Work Orders and Contract/ Agreement copies (b) Attach separate sheet for each job/ work						
	Serial No.	Name and address of the client Institution with name, address, mobile number and Email ID of the Officer to whom reference may be made.	Nature or type of Security Services (viz., Security Services to educational institutions, Factory, etc., )	Work order Value (Rs. )	Number of Security Guards and Supervisors deployed	Period of contract	
						From	To
33	Details of <b>COMPLETED SECURITY CONTRACTS</b> during the last three Years: (a) Order Copy, Contract/ Agreement copy should be enclosed. If required, please attach extra sheets. (b) Attach separate sheet for each job/ work						
	Serial No.	Name and address of the client organization with name, address, mobile number and Email ID of the Officer to whom reference may be made.	Nature or type of Security Services (viz., Security Services to educational institutions, Factory, etc., )	Work order Value (Rs. )	Number of Security Guards and Supervisors deployed	Period of contract	
						From	To
34	Any other information, document which may help NITT in assessing your capabilities, may be enclosed .The bidder may add any further information that he considers relevant for the evaluation of their bid.						
35	Details of quality certifications, if any, obtained viz						
36	Details of Awards, if any received or Reviews in the Media, if any						



## **DECLARATION BY THE BIDDER**

- ✓ I/ we hereby certify that the information furnished in this tender document is complete and correct to the best of my knowledge. I/ we understand that furnishing of false information could result in disqualifying for the award of the contract.
- ✓ I/ We have submitted the requisite solvency certificate and authorize the NITT to approach the Bank issuing the solvency certificate to confirm the correctness thereof.
- ✓ I/ We also authorize the NITT or its authorized representative to approach individuals, employers, firms and corporation to visit the works completed by us in the past or are in progress at present, to verify the competence and general reputation.
- ✓ I/ We do hereby offer to perform and execute the Security Services contract in conformity with terms and conditions of the contract.
- ✓ I / We agree that the acceptance of any tender shall be at the sole and absolute discretion of the NIT, Trichirappalli and they do not bind themselves to accept the lowest tender or any tender and may reject any or all tenders received.

**Place:**

**Signature of the bidder with Name and seal**

**Date:**

**Name**

**Designation**

**Seal**

## CHAPTER 7: FORMAT FOR PERFORMANCE CERTIFICATION FROM THE CLIENTILE (OF THE BIDDING AGENCY)

Feed back about M/s. \_\_\_\_\_

Engaged by M/s. \_\_\_\_\_

Contact details:

	Activities	Excellent	V.Good	Good	Satisfactory	Poor
1.	Turnout					
2.	Record maintenance					
3.	Crime detection and follow-up action					
4.	Welfare Measure by the agency to their staff.					
5.	Gadgets used (wireless, transport, Phone, torches etc.)					
6.	Disaster management					
7.	Monitoring mechanism					
8.	Training (in-door/our-door/traffic control)					
9.	Liaison / Rapport with local police if necessary					
10.	Behaviors with staff and guest					
11.	Disciplinary action against security personnel or company if any					

Place:

Date :

Signature with seal of the responsible official

**CHAPTER 8: CHECK LIST AND IMPORTANT DATES FOR BIDDERS**  
**(To be enclosed with the Technical Bid)**

No	Particulars	Compliance – Wherever applicable indicate page number
1	Whether a Demand Draft for EMD ( <b>Rupees 50,000/-</b> ) and another Demand Draft towards Cost of Tender Document ( <b>Rs. 525/-</b> ) has been submitted in a <b>SEPARATE ENVELOPE</b> ?	
2	In respect of Bidders who are seeking exemption from EMD amount and Cost of Tender Document, whether a registration certificate with NSIC has been furnished? What is the validity period for the certificate? Does the certificate hold good for job tendered in our notice inviting tender?	
3	Whether Technical Bid along with <b>ANNEXURES</b> is kept inside a <b>SEPARATE ENVELOPE</b> and the said envelope is super scribed as per the instructions given in chapter 4?	
4	Whether Price Bid has been submitted in the format prescribed in Chapter 9?	
5	Whether the Price bid has been submitted under the Letter Head of the bidding firm/ company/ agency?	
6	Whether the Price Bid has been kept inside a <b>SEPARATE ENVELOPE</b> & the said envelope is super scribed as per the instructions given in Chapter 4?	
7	Whether all the pages of the tender document (technical bid, its enclosures and Price bid) duly signed and stamped by the Authorized signatory?	
8	Whether the <b>THREE SEPARATE ENVELOPES</b> containing (a) Cost of Tender Document + EMD (b) Technical Bid and (c) Price Bid are placed and wrapped in a Larger Size Outer Envelope <b>AND ALL THE FOUR ENVELOPS</b> are sealed and super scribed as instructed?	
9	Whether the following documents have been enclosed with the Technical Bid: 1. Documents evidencing legal status of the bidder 2. Registration with Labour Department 3. Income tax PAN Number (Xerox) 4. Income tax Return Acknowledgement for the last three years. 5. ESI registration certificate and proof for latest remittances 6. EPF registration Certificate and proof for latest remittance 7. Service Tax registration certificate with proof for latest remittances 8. Solvency certificate for Rs.25 lakhs from a Nationalised bank 9. List of completed and ongoing security contracts with performance certification from the clientele. 10. Experience/ Certificate/ details regarding (1) Handing of fire fighting equipments, (2) Disaster Management (3) Percentage of Ex-Servicemen on the pay rolls of the bidder (4) wireless operation and other communication equipments (5) Driving licenses for light and heavy vehicles (6) highlighted experience in handling CCTV, Access Control system, computer, communication and wireliess equipment etc., (7) Training facilities (8) name and address of the banker.	
	<b>Important dates</b>	
	Tender Notification date	28.8.2014
	Pre bid meeting date and time:	Wednesday 10.9.2014 11 a.m
	Last date for submission of tender.	Thursday 18.9.2014 upto 3 p.m
	Date of opening of Technical Bid.	Thursday 18.9.2014 at 3.30 p.m

**Signature, Seal of the bidder with date**

## CHAPTER 9: FORMAT FOR SUBMISSION OF PRICE BID

1. Name of the bidder/ Security Agency: .....

2. Rates are to be quoted in accordance with the Minimum Wages Act of the Central Government for security guards and other bylaws applicable.

S. No	Particulars	PER SHIFT IN CHARGE (EX SERVICEMEN) FOR 26 SHIFTS OF 8 HOURS	PER SECURITY GUARD (EX SERVICEMEN) FOR 26 SHIFTS OF 8 HOURS	PER SECURITY GUARD (CIVILIAN) FOR 26 SHIFTS OF 8 HOURS
Column 1	Column 2	Column 3	Column 4	Column 5
1.	Wages (Basic + Variable Dearness Allowance) -- Tiruchy B Class City			
2	Bonus at 8.33%			
3	Provident Fund @ 13.61%			
4	ESI @ 4.75%			
5	Sub Total of (1+2+3+4)			
6	Service Charges, Administration Charges, Uniform, Washing Allowances And Profit element (To be quoted as a fixed amount For 26 shifts)			
7	TOTAL of (5+6)			
8	NUMBER OF SECURITY PERSONNEL REQUIRED under each category	3 persons	72 persons	108 persons
9	Total amount for the required Personnel (respective columns of row 7 to be multiplied with those of row 8)			
10	Grand Total (sum of columns 3,4,5 of Row 9)			

1. All columns are mandatory and, therefore, no row should be left blank. If no charges are applicable, clearly state ZERO in the row.
2. The Minimum Wages indicated in the rows should be that of 1<sup>st</sup> April 2014.
3. PF payment will be as per statutory norms and limited to the first Rs.6500. Thus the maximum PF per security personnel is Rs.884.65
4. Bonus payment will be as per statutory norms and limited to the first Rs.3500. Thus the maximum bonus per security personnel is Rs.291.55
5. SERVICE TAX ARE NOT PAYABLE, as NITT is exempted from Service tax.
6. Minimum wages: Variation in Minimum wages due to variable dearness allowance as and when notified by Government will be paid by the Security Agency. The difference of the amount will be reimbursed by the NITT. Similarly, any other statutory increase will also be considered.

Place

SIGNATURE OF THE BIDDER WITH SEAL