



NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA

(Under the Ministry of HRD, Govt. of India)

KURUKSHETRA-136119, HARYANA, INDIA

EPABX: 01744-233201, 204 Fax: 01744-238050 website: www.nitkr.ac.in

Ref. No. NITK/022/Security/01/2019

Dated: 13.08.2019

Subject: Security Services in Campus, Departments, Offices and Hostels.

National Institute of Technology Kurukshetra (NITK) was established in the year 1963 as Regional Engineering College Kurukshetra and was given the status of National Institute of Technology (Deemed University) by the Government of India on June 26, 2002 under the aegis of Ministry of Human Resource Development, New Delhi. Thereafter, the Ministry of Human Resource Development, Government of India has declared the Institute as "Institute of National Importance" under the act of Parliament-2007. NITK has made rapid strides toward excellence. NITK offers undergraduate (B. Tech.) as well as postgraduate (M. Tech.) programs in Civil, Computer Science, Electrical, Electronics and Communication, Mechanical Engineering, Production and Industrial Engineering, Information Technology. This institute also offers Master of Computer Applications (MCA) and Master of Business Administration (MBA) programs along with programs in Engineering, Technology, Applied Sciences, and Humanities & Social Sciences at the doctorate level. The institute also offers excellent facilities for advanced research in the emerging areas of science and technology.

National Institute of Technology Kurukshetra invites e-tender for **Security Services in Campus, Departments, Offices and Hostels** situated at National Institute of Technology, Kurukshetra from reputed agencies. The quotation documents along with detailed terms and conditions can be downloaded from the Institute eProcurement Portal <https://www.tenderwizard.com/NIT>.

SL No.	Scope of work	Cost of tender document (In Rupees)	Tender processing Fee (Non Refundable) (inclusive of GST @18.00%) to be paid through e-payment mode (i.e. NEFT/RTGS/,Credit Card/Debit card) (in Rupees)	Earnest Money Deposit (In Rupees)	Completion Time
1	2	4	5	6	7
01.	Security Services in Campus, Departments, Offices and Hostels	1000/-	5310/-	6,00,000/-	12 Months



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Tender Tentative Schedule and contents

Sl. No.	Activity	Date/Time : Duration
1.	Name of work	Security Services in Campus, Departments, Offices and Hostels at NIT, Kurukshetra.
2.	Estimated Cost	Rs 3 Crores
3.	Earnest Money Deposit	Rs. 600000/-
4.	Completion Time	365 Days
5.	Cost of Tender Document	Rs. 1000/-
6.	Online Sale/Download date of Tender documents	From 16.08.2019 to 06.09.2019 (15:00 Hrs.) e-Procurement Portal : https://www.tenderwizard.com/NIT
7.	Bid Clarification Date/Time (Pre-Bid Meeting)	27.08.2019 at 14:00 Hrs.
8.	Date/Time for submission/ uploading of offer/Bid	06.09.2019 Up to 15.00 Hrs. e-Procurement Portal : https://www.tenderwizard.com/NIT
9.	Submission of Tender Document Fee & EMD in Hard copy/Original	06.09.2019 Up to 15.00 Hrs.
10.	Date & time for opening of Technical Bid	06.09.2019 at 16:00 Hrs. e-Procurement Portal : https://www.tenderwizard.com/NIT
11.	Date & time for opening of Financial Bid	12.09.2019 at 14:00 Hrs. e-Procurement Portal : https://www.tenderwizard.com/NIT
12.	Maintenance Period	365 days from the date of Completion of work
13.	Address for submission of Tender	Professor In-Charge (Stores) National Institute of Technology Kurukshetra-136119, Haryana, India Tel. 01744-233266, 233451 Email: stores@nitkkr.ac.in

Complete tender document is available for reference purposes on Institute website www.nitkkr.ac.in and <https://www.tenderwizard.com/NIT>.

Mode of Submission of Bids is through public procurement portal <https://www.tenderwizard.com/NIT> only. Manual bids shall not be accepted.

Tenderers/bidders are requested to visit the website: (<https://www.tenderwizard.com/NIT>) & www.nitkkr.ac.in regularly. Any changes / modifications in the tender inquiry will be intimated by corrigendum through these websites only.



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IMPORTANT NOTE

1. All corrigenda, addenda, amendments and clarifications for the tender will be uploaded on the website www.nitkr.ac.in and www.tenderwizard.com/NIT , and not in the newspaper, Bidders shall keep themselves updated with all such developments.
2. In case the last date of receipt/ opening of bids fall on holiday, the bids shall be receipt/opened on the next working day at same time.
3. Tender fee of Rs.1000/- (Nonrefundable) in the shape of Demand Draft in favour of Director, NIT Kurukshetra and EMD of Rs. 6,00,000/- (Rupees Six Lakh Only) in the shape of Demand Draft favoring Director, NIT Kurukshetra be submitted as per date mentioned in schedule. Agency registered with NSIC/MSME is exempted from payment of Earnest Money Deposit but required to attach the attested copy of registration indicating the company name, address, registration number, validity & product for which registered in the technical bid. Any deviation in the certificate on product or validity or name of the company tendering, will attract rejection resulting non-opening of respective price bid.



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BIDDING PROCEDURES & INSTRUCTIONS TO Tenderer

- 1) No tender will be accepted in physical form. The bidders shall have to submit their Bids online in Electronic Format under Digital Signatures. For participation in the e-tendering process, the bidders need to register themselves on <https://www.tenderwizard.com/NIT>
- 2) Bids are to be submitted online and opened online as per time given failing which no tender will be considered.
- 3) **All the documents uploaded by the Tender Inviting Authority form an integral part of contract Agency/Contractors. They are required to upload all the tender documents along with other documents, as asked for in the tender, through the above website within stipulated date and time as given in the Tender Notice**
- 4) **The tenderers are required to upload the scanned copy (duly signed and stamped copies of the relevant documents) required as per Terms & Conditions, technical bid and other required tender conditions, failing which their bids may be rejected and will not be considered. The bid will be treated non-responsive.**
- 5) The documents uploaded must be virus scanned and digitally signed using the Digital Signature Certificate (DSC) by the authorized signatory.
- 6) For submission of e-tender, bidders are requested to get themselves registered with <https://www.tenderwizard.com/NIT> website along with class-II/III Digital Signature Certificate (DSC) issued by authorized issuing authority under IT Act 2003.
- 7) NIT Kurukshetra, will not be responsible for any delay in online submission of bids due to any reason whatsoever.
- 8) Bidders should also send the scanned copies of Tender fees and EMD as specified in the tender documents with online technical documents.
- 9) Tender Fee of Rs. 1000/- in the form of a Demand Draft in favor of the Director NIT Kurukshetra and EMD in the form of Demand Draft in favour of NIT Kurukshetra should be submitted to the following address before opening of the Technical Bid as per given time schedule for physical submission of EMD and Tender fee. Envelope should have full address and phone number of the tenderer. The Envelope should be superscripted as EMD and Tender Fee for **Security Services in Campus, Departments, Offices and Hostels** and sent to following address.

Kind Attention-

Professor in Charge (Stores)

Room No. 304, Golden Jubilee Administrative Building

National Institute of Technology Kurukshetra,

Kurukshetra-136119, Haryana (India).

- 10) The details of EMD specified in the tender document should be same as submitted online (scanned copies). Otherwise tender will be rejected summarily.
- 11) The conditional bids shall not be considered and will be out rightly rejected.



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- 12) The Financial Bid of only those bidders shall be opened who will qualify the Technical criteria as mentioned in the technical bid and as approved by the Committee/Technical Experts. The date, time & place of opening of the financial bid(s) will be intimated in due course of time.
- 13) Telex, Fax, e-mail and other incomplete offers are liable to be summarily ignored.
- 14) At any time prior to the deadline for submission of bid, the institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer(s), modify the tender document by amendment.
- 15) The amendment will be uploaded on Institute website and Tendewizard website. In order to afford prospective tenderer(s) reasonable time in which to take the amendment into account in preparing their bid, the institute may, at its discretion extend the deadline for the submission of tender.
- 16) The successful Bidder will have to submit a Performance Bank Guarantee for amount of @ 5% of the tendered and accepted value of the work, which shall be issued by any scheduled Bank valid for 2 months more than the contract period within 15 days of issuance of award letter.
- 17) The offer should remain valid for minimum 90 days from the date of opening of tender.
- 18) All the terms and conditions contained in this tender document shall be acceptable to Bidder. No change in terms or conditions shall be accepted.
- 19) **NIT Kurukshetra reserves the right: -**
 - A. To terminate the offer or Letter of Intent (LOI) or agreement and to forfeit the EMD/ Security Deposit of the successful bidder on submission of false information/ mis-guidance/ non-acceptance or Non-compliance of offer in full or part at any stage.
 - B. To seek any clarification or verify the credentials or documents submitted by the Bidder, which are deemed to be necessary to decide this tender.
 - C. To accept or reject any or all offer(s) in part or full without assigning any reason thereof, before the award of the contract.
 - D. To reject the proposal if the bidder is directly or indirectly engaged in corrupt, fraudulent, collusive or coercive practices while competing the tender and to blacklist the bidder for future transactions.

COST OF TENDER DOCUMENT

An amount of Rs. 1000/- (Rupees One Thousand only) may be deposited in the form of Demand Draft in favour of Director NIT Kurukshetra towards the cost of Tender Document, failing which bid will not be considered. This amount is non – refundable.



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EARNEST MONEY DEPOSIT (EMD)

An amount of Rs. **6,00,000/- (Rupees Six Lakh Only)** is required to be deposited by all the bidders in the form of Demand Draft in favour of Director NIT Kurukshetra towards the earnest money failing which bid will not be considered. The EMD will not carry any interest. The Earnest Money Deposit (EMD) of the all the bidders, who have not been awarded the contract will be returned. EMD of the successful bidder, who has been awarded the contract, will be returned on the submission of PBG of @ 5% of the tendered and accepted value of the work.

PERFORMANCE BANK GUARANTEE (PBG)

Successful bidder is required to submit Performance Bank Guarantee (PBG) of @ 5% of the tendered and accepted value of the work. PBG is required to be deposited before the date of engagement. Failure to do so shall entail cancellation of the letter of acceptance and forfeiture of earnest money deposit. The refund of PBG shall be subjected to the discretion of Director NIT Kurukshetra who has the right to deduct/appropriate its dues against the Agency/Company under the contract or under any other earlier contract.



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ELIGIBILITY CONDITIONS

1. The Agency/Contractor should be approved/recognized/registered by Govt. of India/State Govt. for providing Security Services.
2. The Agency/Contractor having experience of at least five years in providing Watch and Wards Services to Central Government /State Government Department (including Public Sector Companies/ Undertakings/Autonomous bodies), MNCs and having annual turnover of Rs.15 Crores each year for the last three years (Copy of audited balance sheets and ITR certificates with matching PAN No. must be enclosed).
3. The Agency/Contractor should be having valid ESI, EPF Account No., Income Tax Account No., Service Tax No. and PAN/TAN (TDS Account) & GST Number.
4. The Agency/Contractor must be registered and having valid license under the Contract Labour Regulation & Arbitration Act 1970.
5. The Agency/Contractor besides providing security services should be capable to monitor Traffic, Safety, Parking & Trespassing.
6. The Agency/Contractor should not have been blacklisted by any Govt., Semi-Govt. Deptt., or any other organization. An affidavit to this effect on a non-judicial stamp paper of Rupees 10/- shall be given by the firm along with the Tender Fee & EMD.
7. Each Agency/Contractor shall submit only one Tender for the entire scope of work. Agency/Contractor who submits more than one tender or part tender will be treated as nonresponsive & rejected.
8. The tenderers are advised to visit the site location and get them acquainted with the site conditions before submitting the offer.
9. Quoted rate shall remain valid for a period of **90 days** from the date of tender opening for the release of work order.
10. *The Tenderer should be a GST Registered Contractor and should have filed returns with respect to GST and proof of documents should be furnished.*
11. NIT Kurukshetra reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract awarded against a different Tender.
12. Rate for each item should be quoted in FIGURES and in WORDS. In case of any difference in the rates quoted in figures and in words, the lower of the two rates will be taken as the tendered rate. Unit rate quoted shall be the basis for arriving the total value of the tender. The total amount for every item shall be arrived by multiplying the unit rate with the quantity indicated for that item. In case of any arithmetic deviation is noticed in the total amount, the same will be corrected and evaluated by taking unit rate as basis and multiplying with the quantity indicated.
13. Tenderer should furnish the RATE in the Financial Bid Proposal Form.
14. Any deviation to this tender terms & condition and schedules of this tender will cause total rejection of the offer submitted
15. If the tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, NIT KURUKSHETRA reserves the right to reject such tender at any stage.



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16. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
17. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Authority are liable to be rejected.
18. This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.
19. Agency registered with NSIC/MSME is exempted from payment of Earnest Money Deposit but required to attach the attested copy of registration indicating the company name, address, registration number, validity & product for which registered in the technical bid. Any deviation in the certificate on product or validity or name of the company tendering, will attract rejection resulting non-opening of respective price bid.

SELECTION CRITERIA

- I. **Technical bid:** Technical bid submitted online will be opened in the Office of the Professor in charge (Stores) in the presence of tender opening committee (Bid openers). Any or all present participants or their agent may be present at the time of opening of tender; even if any participant or their agent is absent, the bid will be opened at the stipulated time. Technical bid will be opened online first to verify its contents as per terms & conditions of the tender. If various documents contained do not meet the requirements of the tender the contractor's financial bid will not be considered for further action.
- II. **Financial bid:** Financial bid of only those Agencies/Contractors who qualified in the technical bid and whose original documents were submitted in the office within stipulated timeframe will be opened, on the date and time declared in tender notice. bids i.e. BOQ opened successfully then the tender will succeed for further action. The failed bid/bids shall be considered as rejected. NIT Kurukshetra shall not be responsible for any postal delay or delay due to link failure/internet problem etc., in respect of submission/receipt of any documents or in submission of e-bid. It is the responsibility of the Bidder to make sure that the required documents/ e-bid is submitted in time.

Committee constituted by NIT Kurukshetra will examine the entire proposal on the basis of:

- a) Credentials of the Agency/Contractor and the key personnel.
- b) Past experience in similar business.
- c) Methodology to be applied for execution.



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- d) The quality of the services.
- e) Service charges quoted.
1. The Technical BID shall have 50 % weightage out of 100 marks. The Bidder securing 70% of total marks assigned to Technical BID (i.e. 35/50) shall be declared qualified in the technical evaluation.
2. The financial Bids of only those Bidders/Agencies will be opened who qualify in the technical evaluation stage.
3. The Financial BID shall have 50 % weightage out of 100 marks. Thus, the lowest Bidder shall get highest marks (50/50) and others will be getting marks in proportion to lowest bid.
4. The Bidder securing highest marks (Technical+ Financial) will be selected for providing the services and necessary agreement will be executed with that Bidder/Agency.

RIGHT OF THE OFFICE TO ACCEPT OR REJECT THE BIDS: NIT Kurukshetra reserves the right to accept/reject any or all the BIDs received without assigning any reason whatsoever. The BIDs, in which any of the particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected. BIDs, not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected.

CONTRACT SECURITY DEPOSIT. An amount equal to 5% of the annual contract value shall be deposited by the second party (Agency/Contractor) with the first party NIT Kurukshetra as security deposit.

TERMINATION: Notwithstanding anything contained hereinbefore to the contrary, the NIT Kurukshetra shall have full power and authority to terminate this Agreement without assigning any reason by giving 30 (thirty) days clear notice in writing. Similarly, if the Agency/Contractor wants to rescind the contract, he/ she is required to give at least 60 days' notice for withdrawal of services.

PENALTY: In the event of the Agency/Contractor's failure to execute the work entrusted to it under this Agreement satisfactorily, NIT Kurukshetra shall make alternative arrangement to do it and the difference of cost incurred by NIT Kurukshetra thereby shall be recovered from the Agency/Contractor's unpaid bills and Contractor's Security deposit. Besides, penalty as decided by NIT Kurukshetra shall also be levied and recovered.

REVISION OF RATE: Effect of revision of Minimum Wage as per Govt. notification will be considered with its pro- rata effect subject to submission of application along with notification by the Agency/Contractor.

TAXES, DUTIES AND LEVIES: All taxes, duties, levies etc. imposed by the State, Central Government and Local Bodies in connection with this contract in force at the time of submission of BIDs shall be borne by the Agency/Contractor.

PERIOD OF CONTRACT: The contract shall be for a period of 01 (One) year from the date of signing agreement which may be renewed on mutually agreed terms and



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conditions subjected to the satisfactory performance for a further period of two years on annual basis.

AGENCY/CONTRACTOR SUBORDINATE STAFF AND THEIR CONDUCT

1. If and whenever any of the Agency/Contractor's employee shall be found guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that, it is undesirable for administrative or any other reason for such person/persons to be employed in the works, the Agency/Contractor, if so directed by the competent authority, shall remove such person/persons from employment. Any person/persons so removed from the works shall not again be employed in connection with the works without the written permission of the competent authority of NIT Kurukshetra.
2. The Agency/Contractor shall furnish necessary certificate about police verification of character and antecedents of all the personnel to be engaged. He will be required to submit a copy of nominal roll post three months of the deployment

PAYMENT OF CONTRACTOR'S BILL

1. The payment of wages for one month shall be released by the Agency / Contractor latest by 10th of every following month (e.g., wages for the month of September will be paid in October) and NIT Kurukshetra will pay the agency the paid bill within 15 Days of submission of the bill by the contractor.
2. All payments will be subject to deduction of Income Tax at source as per Income Tax Act and as per Income Tax Rules.

SITE FAMILIARISATION

Before quoting, the Agency/Contractor in his own interest shall carry out site visits to know the site conditions and full implications of the assignment. This will also help him in proper assessment of the work. Failure to do so will not absolve the Agency/Contractor of his responsibility to carry out the work as specified in the Tender Documents. The cost of visiting the site shall be borne by the Agency/Contractor and shall be at his own responsibility and risk.

TENTATIVE SCOPE OF WORK

1. The Agency/Contractor shall provide the Security Services through trained & certified Security Manpower to NIT Kurukshetra from time to time as and when required. The location of security service will include Security of entire premises of NIT Kurukshetra, patrolling in the entire premises and Regulation of vehicles on parking lots & the main gates.
2. Adhere to the Standard Operating Procedure (SOPs) given by the authorities of NIT Kurukshetra, which may be modified from time to time by the



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Director or his Nominee. This may be communicated by the institute verbally or in writing.

3. Protection of property and personnel (faculty, staff, students, official visitors and residents) of the Institute against willful harm. The Institute meaning Academic Areas, Residential Areas, Hostels, Guest Houses, Play grounds, Commercial Centers etc. all within the boundary of NIT Kurukshetra campus.
4. Protection of property, cash, documents and personnel of the Institute also in transit when so specified.
5. Protect property/cash/documents of Institute against burglary (where loss is due to entry after breaking any entry lock/door/window/grill).
6. Regulate Access control at Gates; prevent misuse of NIT grounds and facilities by outsiders, neighboring villages, preventing tress-passing, unauthorized parking, unauthorized construction, squatting in the Institute Campus by unauthorized persons.
7. Event loss that is on account of lapse in "access control measures" at Gates of the Institute.
8. Assisting firefighting operations with provided equipment
9. Provide security during official, social and religious functions inside the NIT campus.
10. Conduct security audits/surveys/investigations/consultancies as per requirements.
11. Conduct periodic training of security guards of its own and Institute personnel.
12. Carry out any other job assigned by the Director or his nominee in the interest of Security of the Institute.
13. Maintain vigil and undertake surveillance for control of untoward incidents, especially with the involvement of outside elements.
14. Control of stray cattle, stray dog and other unwanted elements.
15. Pursuance of cases registered by the community with local police.
16. Assist the Institute in maintenance of day-to-day discipline and smooth running of various activities.
17. Timely intelligence inputs to the Institute administration.
18. Help to students and community members in case of emergent situations to shift the injured/patients to hospitals and extend emergency services of this kind.
19. Snake and reptiles menace management.
20. Maintenance of keys and attendance control room.
21. A proper record is to be maintained by the guards for the visitors and regular inventory of the office assets.



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22. Smooth conduct off functions, conferences, dignitaries' visits, cultural events.
23. Switching on and off common lights (morning/evening).
24. Guards should be well behaved and dressed properly while on duty.
25. The guards will put their attendance on daily basis for each shift duty.
26. Any other contingency & situation arising out of protecting Property & Personnel (Institute as well as residents) assigned by the Institute.
27. Maintaining security personnel attendance register and key register.
28. Report irregular events at the campus in "Occurrence Report" shift wise and submit details to NIT Kurukshetra campus officials or any officer so designated by the Competent Authority.
29. Attending the incoming telephone call provided at security control room and connect to the person in NIT Kurukshetra called. To be courteous and polite over the telephone.
30. After office hours and holiday accept article from courier and handover the same to Dak cell the next Day.
31. Security Supervisor to inspect the all security posts on regular intervals.
32. Lock all the rooms opened in the morning by evening or as per instructions.
33. Go on inspection of all posts and ensure all campus lighting are switched at the onset of darkness.
34. Ensure that security staff is at patrol as per schedule. While patrolling during night hours it is required that whistle sound at every half an hour interval is made.
35. Report any non-functioning of light/fans, pumps and taps in street and common area of the campus to the concerned officer.
36. Check that offices and class room are closed except offices where official work is in progress.
37. Deployment of security guard will be as per the instructions of the authorities of NIT Kurukshetra and the same will be monitored personally by the concerned authorities from time to time.
38. The security guard on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
39. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguisher cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
40. In emergent situation, Security Staff/Supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Department Guards/Supervisors should be sensitized for their role, in such situation.
41. The Security Guard on duty shall not leave the premises until the reliever



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reports for duty.

42. Any other provisions as advised by the Departments may be incorporated in the agreement. The same shall also be binding on the contractor.
43. Shall inspect the campus boundary at mid night 00:00 hours, 02:00 hours and 4:00 hours and as and when required or instructed.
44. Note down non-functioning of lights and fans in common area of hostels in the complaint book.
45. In case of any student creating any indiscipline/problems, they should immediately report to the hostel wardens.
46. The agency will bear overall responsibility for maintaining peace and tranquility on the campus. It has to ensure a theft and incident free campus from law and order point of view including providing intelligence on ragging and eve teasing to the Administration.

The Security Officer in charge or his authorized officer NIT Kurukshetra the right to assign or modify any work/duty mentioned above and may also assign any other work related to Security service in NIT Kurukshetra. It shall be the duty of service provider to incorporate such modification.

SPECIAL TERMS AND CONDITION FOR SECURITY SERVICE

1. The security personnel are to be deployed round the clock in three shifts of Eight hours as per the deployment of security guards as per details given in "Annexure A".
3. The service provider will provide all the uniform and miscellaneous items as required by the deployed security personnel of his agency during the contract period at their own cost as per the details in "Annexure B". Penalty may be imposed by NIT Kurukshetra for security personnel who are not in possession of these items as mentioned in "Annexure B".
4. The security provider will provide security personnel as per the requirement of NIT Kurukshetra as per the details given in "Annexure C".
5. The service provider will deploy only healthy, able bodied Ex-serviceman (ESM/Ex-CAPF) security personnel for security duty and maximum age of security personnel should not be more than 65 years of age (subject to his physical fitness). The service provider shall ensure that the security personnel deployed for security duty are sincere, active, energetic, trained, punctual, disciplined, vigilant, high integrity and confidence, in proper dress and maintain decorum of the institute will be the responsibility of the service provider. The service provider will also ensure that the engaged manpower as per the requirements of the security of the campus. The guards would be working under the guidance of the security supervisors



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- provided by the agency and entire team of the security guards and the supervisors would report to the authorized persons of the institute. No handicapped, medically unsound security guard shall be engaged by the firm. Police verification of the security personnel will be done by the agency. A copy of the antecedents' verification issued by the police about deployed security personnel should be submitted to Security Officer. The needs to be submitted to the institute.
6. The service provider should furnish the bio-data of the security personnel posted in NIT Kurukshetra before deployment at the campus. The list of security personnel going to be deployed shall be made available to NIT Kurukshetra. NIT Kurukshetra reserve the right to reject any person without assigning any reason.
 7. The Security provider will also ensure that all security personnel provided by the service provider should be properly trained in security surveillance duties. Security Personnel should be able to handle Walkie-Talkie set etc. and also work in interface with modern security system e.g. CCTVs, HHMD, Access Control with modern gadget and basic crowd control devices etc. One Supervisor shall be deployed in each shifts by the service providers who should also be sufficient trained in security surveillance works of important installation and capable of guiding security personnel effectively. He should be able to take direction from the Security Officer for implementing the same in letter and spirits. No extra payment shall be given to the service provider on this account beyond his quoted rates.
 8. The administrative issues like leave, weekly off for the security personnel shall have to be made by the service provider. The security personnel should be available at the assigned posts. If there is any need for extra manpower, the same will be provided by the service provider as per the quoted rates.
 9. The security personnel deployed by the service provider shall be the employee of the service provider for all intent and purpose and in no case, shall a relationship of employer and employee between the said persons and the NIT Kurukshetra accrue implicitly and explicitly.
 10. The service provider shall ensure that all the security personnel deployed in NIT Kurukshetra get minimum wages as per the DC rate Kurukshetra from time to time and such other benefits as are admissible under various labour laws. He shall provide full information in respect of wages etc. paid to his employees so deployed in conformity with the provision of contract labour (Regulations and Abolition) Act 1970. The wages are to be paid through Bank on or before 7th of every calendar month, in no case wages shall be paid in other mode.
 11. The person so deployed shall remain under the control and supervision of the service provider and he shall be liable for payment for their wages etc. and all other dues which the service provided is liable to pay under various labor organization and other statutory provisions.
 12. The service provider shall also submit the proof of having deposited the amount of



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contribution on account of ESI and EPF towards the person deployed in their respective names before submitting the bill for the subsequent month. In case, the tenderer fails to do so, the institute shall recover the same from the dues of the contractor and remit the contribution directly to the concerned authorities in the codes of the contractor. Further necessary action as deemed fit will be taken against the contractor.

13. As for as EPF is concerned, it shall be the duty of the contractor to PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month, giving particulars of the employees engaged in NIT Kurukshetra works, is required to be submitted to NIT Kurukshetra in any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, NIT Kurukshetra is entitled to recover the equal amount from any money due or accrue to the contractor under the agreement or any other contact with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Departments.
14. The contractor will maintain a register or duty roster on which day to day deployment of personnel will be entered. This may be countersigned by the authorized official of the Institute. While raising the bill, the deployment particulars of all the personal engaged during each month, shift wise should be shown.
15. The security personnel shall not accept any gratitude or reward in any form.
16. Food and accommodation arrangements for the security personnel shall have to be made by the service provider or at their own by security personnel, will not be provided by NIT Kurukshetra.
17. All necessary reports and other information will be supplied immediately as required and regular meeting will be held with NIT Kurukshetra as and when required.
18. If any security guard is absent and No replacement was available on duty a fine of Rs.100/- per duty per shift will be levied along with deduction in wages and the same will be recovered in monthly bills of service providers.
19. The service provider shall provide the service continuously as per the award of contract period. In case of discontinuation of service by the service provider in the middle of the period or non-satisfactory services, breach of any terms and conditions of the contract, non-compliance of the orders of the competent authority etc. the service provider shall be liable for necessary legal action and the service provider shall also forfeit their performance security deposit.
20. The service provider shall not be allowed to transfer, assign, pledge or sub-contract it rights and liabilities under this contract to any other agency without prior written consent of NIT Kurukshetra.



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21. The security agency will be responsible for the safety of all the people, equipment, vehicle, fixtures and other property on the institute campus and its access etc. The agency will also have to inform the authorities about any pilferage noticed on the campus. The agency will be responsible for any theft and will be liable to make good the loss incurred. Any damage to the infrastructure facilities or the property of the institute by the personnel of the service providers, they shall bear the responsibility of losses and shall replace the same on its own expenses/reimburse the full cost of the same. NIT Kurukshetra shall not bear any damage/claim of any nature of the security personnel in discharge of duties.
22. In case of occurrence of any damage, theft or robbery inside the campus and if it is attributable to the negligence of the security guards, the cost of the items will be recovered from the service provider. Any complaint regarding loss of materials is reported, the agency will be held responsible and had to financially compensate the loss.
23. The service provider shall be responsible for all aspects of security or security related subjects in the institute. The guards shall be in proper uniform and shall conduct themselves befitting those responsible to maintain peace and harmony in the institute. The guard shall remain vigilant throughout their time of duty and shall be courteous with and helpful to the student community, the employees, the campus residents and visitors. The guard shall remain physically fit and mentally alert and in order to do so.
24. The service provider shall replace immediately any of its security personnel who are found of unacceptable to the NIT Kurukshetra because of security risks, incompetence, conflict of interest, improper conduct etc., upon receiving necessary orders from the competent authority of NIT Kurukshetra.
25. The successful service provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to security personnel engaged by them. NIT Kurukshetra shall, in no way, be responsible for settlement of such issues whatsoever.
26. For all intents and purpose, the successful service provider shall be the "Employer" within the meaning of different Labour Legislation in respect of personnel so employed and engaged at NIT Kurukshetra under this contract. The security personnel deployed by the agency at NIT Kurukshetra shall not have claims of any master and servant relationship nor have any principal and agent relationship with or against NIT Kurukshetra.
27. NIT Kurukshetra shall not be responsible for any damages, losses, theft, claims, financial other injury to any security personnel deployed by the service provider in the course of their performing the functions/duties, or for payments towards any compensation. Any liability arising out of any litigation (including those in labour/consumer courts) due to any act of contractor's personnel shall be directly



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- borne by the contractor including all expenses/fines.
28. The service provider will ensure that the security personnel deployed by the service provider shall not claim nor shall be entitled for pay, perks and other facilities from NIT Kurukshetra admissible to casual, adhoc, regular/confirmed employees during or after expiry of the contract period.
 29. The service provider shall ensure rotation of guards and supervisors at the particular post at least once in a month with prior permission and intimation. Further, guards should not be deployed on over time duty consequently except under emergent and extra ordinary situation.
 30. The agency shall also have to ensure the general discipline of the guards and take up night checks as well as provide on the job training schedule for the guard to make them acquainted with the security requirements of the camps as per the academic and administrative schedule of the institute.
 31. It will be responsibility of the contractor to provide details of manpower deployed by him NIT Kurukshetra to the Labour Department.
 32. The contractor shall be responsible and liable for the following provisions for the security personnel engaged by them.
 - i) Insurance benefit as per the labour laws of the state of Haryana notified by the Govt. of India.
 - ii) Bonus as per the laws of the Govt. of India.
 - iii) Medical Expenses for any injury, first Aid etc.
 - iv) Family benefit and amenities - As per the laws of the Central Govt. labour law rule.
 - v) Accident benefit- as per the laws of the Central Govt. labour law rule.
 - vi) Any type of compensation - As per the law of Govt. of India.
 - vii) Death on duty- compensation as per the laws of the Govt. of India.
 33. NIT Kurukshetra will not be responsible, if the security agency shall be liable for any penalty which may be imposed by labour court for violation of any labour law.
 34. The agency should provide a vehicle (Gypsy) for the purpose of patrolling duty. A penalty clause of Rs. 1000/- per day will be deducted from the service provider bill if patrolling vehicle with driver not available for the duty. The vehicle should be in good condition with valid registration, road tax and up to date insurance coverage. The driver deployed for this purpose should have valid driving license. The duty of the driver should be of 8 hours daily. The maintenance charges of the vehicle and cost of the Diesel/Petrol and M/Oil and salary of the three drivers not below the DC rate Kurukshetra shall be borne by the agency. The rate quoted should be inclusive of the charges of driver. The vehicle will be run approx. 75 KM per day. It may go up based on the needs. During any technical breakdown/servicing of vehicle, a replacement vehicle has to be provided by the security agency immediately.



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35. Performance of contractor shall be continuously inspected and watched by NIT Kurukshetra officials deputed for the purpose. If at any time the performance of the contractor is not found satisfactory, the NIT Kurukshetra reserves the right to terminate the contract during its validity period without assigning any reason.
36. Selected contractor will have to sign an agreement with the NIT Kurukshetra for such work, failing which earnest money will be forfeited. Documentary evidence for submission of EPF/ESIC/GST will have to be submitted by contractor within 30 days of the commencement of the contract regarding enrolment and payment of contribution against the personnel deployed by him, failing which the bill may not be admitted for payment.
37. The service provider will ensure that the security personnel shall be trained in firefighting by the contractor at his own cost and should be aware of the location of Fire Extinguisher equipment kept in NIT Kurukshetra. They should handle and make best use of various types of firefighting and safety equipment. They should also be able to perform personal bodyguard duty, VIP duty etc. The security supervisor should carry out patrolling duty every day in and around the campus of the Institute and make observation on any breakage of boundary wall, unauthorized access of hawkers or any other undesired person in the campus and bring these to the notice of the Security Officer immediately. No stranger or outsider should be allowed inside the campus without the permission of a responsible officer inside the campus.
38. The Institute reserves the right to accept or reject any or all tenders without assigning any reason.
39. The last payment of the Company will be cleared only after ascertaining clearance of any liabilities pending with the Company.
40. Any dispute arising out of and in relation to this agreement has to be referred to arbitration. The Director or his representative will be the arbitrator to decide the disputes, if any, raised, the arbitrator would be conducted and governed by and under the provision of Arbitration Act 1996. Any legal dispute will be subject to jurisdiction of Kurukshetra Courts only.



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Annexure-I

(On the letter head of the Firm)

MANDATE FORM FOR BANKING DETAILS

Name of the Firm:

Registered /Postal Address:

1.	Permanent Account Number(PAN) No.		
2.	GST no. of the Firm		
3.	Bank Details.		
	a.	Bank Name	
	b.	Bank Address	
	c.	Account no.	
	d.	Type of Account (Current/Saving)	
	e.	RTGS/NEFT Code	

Date:

Name of the Authorized Signatory

Place:

Stamp & Signature



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Annexure-II

AFFIDAVIT REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN QUOTATION.

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

I / We _____ (Agency) hereby declare that the firm / agency namely

M/s. _____ has not been blacklisted or debarred in the past by Union/State Government or organization from taking part in Government quotations in India and should not have any litigation in any of the labour court(s).

Or

I / We _____ (Agency) hereby declare that the Firm / agency namely M/s. _____

was blacklisted or debarred by Union/State Government or any Organization from taking part in Government agencies for a period of _____ years w.e.f. _____ to

_____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false, I/we are fully aware that the agency / contract will be rejected/cancelled by the Director, NIT Kurukshetra, and EMD / SD shall be forfeited.

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

DEPONENT

Attested:

(Public Notary / Executive Magistrate)

Name _____

Address _____



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Annexure-III

TENDER ACCEPTANCE LETTER (To be given on Company letter head)

Date:

To,
The Director,
National Institute of Technology,
Kurukshetra.

Sub: Acceptance of terms and Conditions of tender.

Tender Reference No:

Name of the tender/work: -

Dear Sir,

1. I/we have downloaded the tender documents for the above mentioned Tender/work from the website (s) namely:
-

as per your advertisement, given in the above mentioned website(s).

2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/we shall abide hereby the terms/ conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time too have also been taken into consideration, while submitting this acceptance letter.
4. I/we hereby unconditionally accept the tender conditions of above mentioned tender document (s)/corrigendum(s) in its totality /entirety.
5. I/we certify that all information furnished by our Firm is true and correct and in the event the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason thereof or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully

(Signature of the Bidder, with Official Seal)



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Annexure 'A'

Sr. No.	Place of Duty	Category of Manpower	Requirement for the Year 2019-2020	
1	Supervisors/ Reserve supervisor	Security Supervisor	01 x 04	04
2	Director Office cum Residence	03 GM + 03 SG	02 x 03	06
3	NIT Gate Kurukshetra University Side	03 GM + 03 SG	02 x 03	06
4	NIT Kirmach Gate-1	03 GM + 03 SG	02 x 03	06
5	NIT Kirmach Gate-2	03 SG + 03 SG	02 x 03	06
6	Golden Jubilee Administrative Building	Security Guard	02 x 03	06
7	CCTV Control Room	Computer Operator	01	01
8	Old Administrative Block	Security Guard	01 x 03	03
9	MBA Block	Security Guard	01 x 03	03
10	Library	Security Guard	01 x 03	03
11	CCN	Security Guard	01 x 03	03
12	Girl Hostels	Security Guard	02 x 03	06
13	Boys Hostel-1	Security Guard	01 x 03	03
14	Boys Hostel-2	Security Guard	01 x 03	03
15	Boys Hostel-3	Security Guard	01 x 03	03
16	Boys Hostel-4	Security Guard	01 x 03	03
17	Boys Hostel-5	Security Guard	01 x 03	03
18	Boys Hostel-6	Security Guard	01 x 03	03
19	Boys Hostel-7	Security Guard	01 x 03	03
20	Boys Hostel-8	Security Guard	01 x 03	03
21	Boys Hostel-9	Security Guard	01 x 03	03
22	Mega Hostel -1	Security Guard	01 x 03	03
23	Mega Hostel-2	Security Guard	01 x 03	03
24	Boys Hostel-11	Security Guard	01 x 03	03
25	Guest House	Security Guard	01 x 03	03
26	Health Centre	Security Guard	01 x 03	03
27	Chief Warden Residence	Security Guard	01 x 01	01
28	Swimming Pool	Security Guard	01 x 03	03
29	Campus Patrolling -1	Security Guard	01 x 03	03
30	Campus Patrolling -2	Security Guard	01 x 03	03
31	Campus Patrolling -3	Security Guard	01 x 03	03
32	Multi Story Housing complex	Security Guard	01 x 03	03
33	Sports Complex	Security Guard	01 x 03	03
34	T Junction mode towards Mega Hostel	Security Guard	01 x 03	03
35	Back Side of Cauveri Bhawan	Security Guard	01 x 03	01
36	Faculty House	Security Guard	01 x 03	03
37	New Adm. Block Parking	Security Guard	01 x 01	01
			Required Strength	122
			Rest reliever	21
			Total required strength including rest reliever	143



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Annexure 'B'

LIST OF UNIFORMS/MISC ITEMS REQUIRED TO BE ISSUED TO THE DEPLOYED SECURITY PERSONNEL DURING THE CONTRACT PERIOD

Particulars of Uniform	Denomination	Authorized Quantity
Safari Suit	Nos	Two (For Supervisor and Gunman only)
Shirts (For Summer)	Nos	Two
Trousers	Pairs	Two
Shirts (For Winter)	Nos	Two
Trousers	Pairs	Two
Jersey Woolen	Nos	one
Coat (For Winter)	Nos	one
Turban (For Sikh Only)	Nos	One
Cap Barret with Coy Badge	Nos	Two
Belt	Nos	2 for each security personnel
Shoes Black Leather	Pairs	Two
Lanyard	Nos	Two
Title Shoulders	Pairs	Two
Whistle	Nos	One
Lathee/Cane	150 Nos	One for each security personnel
Torch Case	Nos	One
Walkie -Talkie Set	25 Nos	One for each post
Emergency light	25 Nos	One for each post
HHMD	03 Nos	For 3 main gates
Alcohol Tester	03 Nos.	
Patrolling Vehicle (Gypsy)	01 Nos	For patrolling duty
Attendance register	04 Nos	1 for each shift and 1 main register
Duty register	25 Nos	
By-cycle	02 Nos	For patrolling
Digital camera	01 Nos	
Sigri	25 Nos	1 for each post with wooden in winter season

Note :- The service provider shall provide all these uniform and miscellaneous items to the security guards, Gun Man and Supervisors on their own expense and No deduction in lieu of this shall be made from the salary of the Security Guard, Gunman and Supervisors. Accordingly, the Service Provider shall quote the service charge including these rates.



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Annexure 'C'

Sr No	Category of Contractual Staff to be provided.	Qualification and Experience.	Job Requirement.
1	Security Supervisor Ex-Serviceman/Ex-CAPF Personnel	Matriculation and above and JCO Rank in Indian Army or Above the rank of ASI from Ex-CAPF personnel	Supervision Job
2	Security Guard Ex-Serviceman/Ex-CAPF personnel	EX-Serviceman or Ex-CAPF personnel	Security Job :- Gate Operation, Patrolling, Post Duty
3	Security Guard with Weapon having valid Gun License.	EX-Serviceman or Ex-CAPF personnel	Body Guard, Gate Operators
4	Computer Operator	10+2/ Graduate or above. Hardware/Software knowledge.	Preferred to trained CCTV Control Room operators.

REQUIRED MANPOWER INCLUDING REST RELIEVER

Total number of Supervisors	03 + 01=	04
Gunman	09+02 =	11
Security Guards	108+19=	127
Computer Operator (CCTV Control Room Operator)	01 =	01
Total strength required	=	143



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BIDDER'S ELIGIBILITY CRITERIA

Sr. No.	Description	Confirmation Proof (Yes / No)	Attached
1	Does your Agency/Contractor comply with the statutory requirements such as valid Registration with EPF, ESI/PAN/TAN/ and Service Tax Registration authorities and license to execute such contracts?		
2	Do you possess required 05 years of experience in providing Security Services to Boards/ offices or reputed public/ private sector Organizations.		
3	Do you have any experience of providing similar services in Educational Institutes		
4	Have you attached a list of contracts awarded During last 5 years (Name of the organizations)?		
5	Do you have average annual turnover of INR 15 Crores in preceding three financial years?		
6	Whether the Earnest Money in the form of Bankers Demand Draft/ FDR are enclosed?		
7	Have you completed /submitted other required Information / documents, as mentioned in the Tender Document?		
8	Have your firm/ Agency / Contractor ISO 9001-2008 Certified ?		
9	Have you registered yourself with Haryana Police HQ (PSA)		



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EVALUATION MATRIX FOR AWARD OF Security Services in Campus, Departments, Offices and Hostels

Name of the bidder: _____

(Sr.No. I to III, to be filled in by the Agency/Contractor)

Evaluation Matrix :

TOTAL 100 Marks

Sr. No.	Description	Documentary Attached	Proof	Marks
Weightage of Technical Bid		Weightage - 50 Marks		
I	Certification and Credentials			(20 Marks)
a)	Company Incorporation (5 Marks)			
	i. Private Limited/Limited Company/Corporation (5 Marks)			
	ii. Partnership firm- (3 Marks)			
	iii. Proprietary Firm -(3 Marks)			
b)	Assessment of average turnover for the preceding three financial years on the basis of audited balance sheets and certificates of ITRs (10 Marks)			
	i. Turnover of 15 Crores (3 Marks)			
	ii. Turnover of 20 -25 Crores (5 Marks)			
	iii. Turnover of 25 -35 Crores (7 Marks)			
	iv. Turnover of above 35 Crores (10 Marks)			
c)	Private Security License and ISO Certification (5 Marks)			
	CMD/Majority Partner / Proprietor registered with DGR (1 Marks)			
	PSA of Haryana (1 Marks)			
	PSA of any second state (1 Marks)			
	PSA of any third state (1 Marks)			
	Certified for ISO 9001-2008 (1 Marks)			
II	Worker strength and Experience in large volume, multistate relevant assignments			(20 Marks)
a)	Total workers continuously on rolls for last six months, will be verified from EPF Portal(10 marks)			
	≤500 workers =3/10			
	500-1000 workers =5/10			
	1001-3000 workers =7/10			
	>3000 workers =10/10			
b)	Experience - should be in the name of same [applying] firm. Number of Security Personnel deployed Personnel deployed under single contract in reputed institution/ large public / private sector organizations (10 Marks)			
	Contracts each with annual value below 100 lacs (1 Marks)			



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	1-3 contracts each with annual value above 100 lacs (3 Marks)		
	4-5 contracts each with annual value above 100 lacs (5 Marks)		
	More than 5 contracts each with annual value above 100 lacs (10 Marks)		
III	Capability & Resources		(10 Marks)
	If CMD/Majority Partner/ Proprietor, Domicile of Haryana (2 Marks)		
	If CMD/Majority Partner/ Proprietor, is an Ex Commissioned Officer from Armed Forces/ equivalent from Police/ Para Military, having exposure to Security Environment (3 Marks)		
	Qualification of CMD/Majority Partner/Proprietor Matriculation (1 Marks) Graduate/Post Graduate (3 Marks) Doctorate (5 Marks)		
IV	Weightage of Financial Bid (For office use Only)		(50 Marks)
	Lowest Bid Value (L1) - (50/50)		
	2 nd Lowest Bid Value (L2) - L1/L2x50		
	3 rd Lowest Bid Value (L3) - L1/L3x50		
	4 th Lowest Bid Value (L4) - L1/L4x50		
	5 th Lowest Bid Value (L5) - L1/L5x50		

Note: It is mandatory for the Agency/Contractor to provide documentary proof before submission of the tender so as to justify figures filled in Sr No I to III above.
Sr No. IV is for office use only

(SEAL AND SIGNATURE OF BIDDER/CONTRACTOR)

“Certified that the documents proof as claimed in Sr. No. I to III has been checked and found correct and complete by Tender Opening Committee and Sr. No IV has been filled by the Tender opening committee after following due procedure and opening of Financial Bid.”

Member I

Member II

Member III



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FINANCIAL BID

Percentage that will be charged by the contractor over the overall cost calculated as per the wage structure (<i>wages as fixed by the District Administration plus all the statutory benefits</i>)	____%
---	-------

(SEAL AND SIGNATURE OF BIDDER/CONTRACTOR)



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AGREEMENT FOR SECURITY SERVICES

1. SERVICE PROVIDER'S REPRESENTATIONS & WARRANTIES

- (a). The Service Provider shall have full capacity power and authority to enter into Service Agreement and during the continuance of said agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligation as contemplated therein and continue to take all necessary and further actions (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of the said agreement.
- (b). The Service Provider shall have the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of service agreement and to the satisfaction of the National Institute of Technology, Kurukshetra.
- (c). The Service Provider shall, on the execution of service agreement and providing services to the National Institute of Technology, Kurukshetra, not violate, breach and contravene any conditions of any agreement entered with the third party/ies;
- (d). The Service Provider shall comply with and obtain necessary; permission/licenses/ authorizations under the Central, State and Local authorities and obtain all required permissions / licenses for carrying out its obligations under service agreement.
- (e). In the event of refusal of work by the Service Provider on completion of process, the security amount deposited by the Service Provider will be forfeited by the Institute and the Service provider will have no claim/objection whatsoever if the work is given to the next bidder.

2. OBLIGATIONS OF THE SERVICE PROVIDER

- (a). The Service Provider shall operate and provide services to the National Institute of Technology, Kurukshetra at its various sites on all days of the week round the clock.
- (b). The amount on which the service is being offered by the Service Provider shall be all inclusive. The liability to pay Taxes (if any) shall be solely of the Service Provider.
- (c). The regularity of performance of the service will be essence of service agreement and shall form a central factor of service agreement. The Service Provider shall take all possible steps to ensure to maintain its performance as determined by



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- the National Institute of Technology, Kurukshetra from time to time.
- (d). The assessment made by the Service Provider in the tender including number of personnel of various descriptions as required to provide / given the required quality of services shall be final and acceptable and binding upon the Service Provider. However, to maintain the quality service, the additional personnel will be provided by the Service Provider.
 - (e). If National Institute of technology, Kurukshetra notices that the personnel of the Service Provider has/ have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider who will take corrective steps immediately, to avoid recurrence of such incidents and report to NIT Kurukshetra.
 - (f). If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to NIT Kurukshetra.
 - (g). The Service Provider shall furnish personnel guarantee by its Managing Director / Partner / Proprietor guaranteeing the due performance by the Service Provider of its obligations under service agreement.
 - (h). All uniforms and other general tools & equipment required by the personnel shall be provided by the Service Provider at his own expenses and the Institute do not undertake any liability towards the same.
 - (i). The Security Personnel deputed on duty with fire arms must carry a valid arm license. It shall be the duty of the service provider to ensure the personnel are carrying valid arms license.

3. CODE OF CONDUCT

The following code of conduct shall be applicable to the persons deployed on duty in the Institute and it shall be responsibility of the Service Provider to ensure that: -

- (a). The persons deployed shall report for duty in proper uniforms.
- (b). The persons deployed should always be regular and punctual and arrive at duty posts at least five minutes before the commencement of duties.
- (c). The persons deployed should always be alert and perform their duty with honesty and sincerity.
- (d). The age limit of the so engaged Security Guard/ Security Supervisor/Gunman should be less than 65 years (subject to his/her physical fitness).
- (e). Experienced Security Guard/Security Supervisor/Gunman should be engaged. It is desirable that all Security Guard/ Security Supervisor/Gunman should be Ex Servicemen / Ex-CAPF personnel only.
- (f). The Security Guard/Security Supervisor/Gunman so engaged should be



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equipped with whistle, torch, stick etc.

- (g). Security provider should provide the communication arrangement through Walkie talkie.
- (h). Avoid from indulging in gossip, reading of newspaper / magazine while on duty.
- (i). Do not chew pans/smoke cigarettes and or any other tobacco products / use alcoholic drinks.
- (j). Do not be under the influence of liquor while on duty.
- (k). Behave properly to all the employees, students and visitors of the institute and render a helping hand.

4. TERMS OF PAYMENT

- (a). The Institute will make/reimburse the payment on the quoted service charge i.e.% (in figures) & percent (in words) of Total Wage per person per month (as agreed to by the parties) for the service to be rendered by the Service provider.
- (b). All payments made by the NIT Kurukshetra shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.
- (c). The service provider, being the employer in relation to persons engaged/employed by it to provide the service under service agreement, shall alone be responsible and liable to pay wages/salaries to such persons which in any case shall not be less than the wages as fixed by the District Administration (DC Kurukshetra) or as revised from time to time.
- (d). The Service Provider will have to produce the register of wages on the register of wages-cum-muster roll of the preceding month and submit by the 1st day of every calendar month for verification to the nominated official of NIT, Kurukshetra. The Service Provider shall ensure that payment to his employee is made in the presence of an authorized representative of the NIT Kurukshetra by the 7th day of every calendar month by way of direct bank transfer only.
- (e). The Service Provider shall submit on a monthly basis the bills for services rendered to enable the NIT Kurukshetra to verify the process the same.

5. DISCIPLINE

- (a). The Service Provider shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at NIT, Kurukshetra option would be subject to verification at any time. NIT, Kurukshetra may refuse entry into its premises to any personnel of the Service Provider not bearing such identity card or not being perfectly dressed.
- (b). NIT Kurukshetra shall always have the right and liberty to do surprise



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inspection of services at its sites.

- (c). The services rendered by the Service Provider under service agreement will be under close supervision, co-ordination and guidance of NIT, Kurukshetra.
- (d). It is specifically made clear that Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and /or claim whatsoever against NIT Kurukshetra. NIT, Kurukshetra shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/ employed by the Service Provider for any purpose, whatsoever nor would NIT Kurukshetra be liable for any claim(s) whatsoever, of any such person(s).

6. NATURE OF AGREEMENT

- (a). The Service Agreement will be on the principal to principal basis and does not create and shall not deem to create any employer - employee relationship between NIT Kurukshetra and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise represent any persons that the Service Provider is presenting or action as agency of NIT Kurukshetra, except to the extent and purpose permitted therein.
- (b). The Service Agreement will be for providing the aforementioned services and is not an agreement for supply of contract labour.
- (c). NIT Kurukshetra shall not be liable for any obligations / responsibilities, contractual, legal or otherwise, towards the Service Provider's employees / agents directly and / or indirectly, in any manner whatsoever.

7. STATUTORY COMPLIANCES

- (a). Service Provider shall obtain all registration (s), permission (s) / license(s) etc. which are / may be required under any labour laws or other legislation (s) for providing the services under service agreement.
- (b). It shall be the Service Provider's responsibility to ensure compliance of all the Central Govt., State Govt. and NIT Kurukshetra Rules and Regulations with regard to the provision of the services under service agreement. The Service Provider shall always keep NIT Kurukshetra indemnified against all losses, damages, claims, actions taken against NIT Kurukshetra by any authority / office in this regard.
- (c). The Service Provider shall give an undertaking by the 22nd of each month in favour of the NIT Kurukshetra that he has complied with all the statutory obligations



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8 ACCOUNTS AND RECORD

- (a). The Service Provider shall maintain accurate accounts and records, statements of all its operations and expenses in connection with its functions under service agreement in the manner specified by NIT Kurukshetra.
- (b). The Service Provider shall forthwith upon being required by NIT Kurukshetra, allow NIT Kurukshetra or any of its authorized representatives to inspect, audit, to take copies of any records maintained by the Service Provider.

9 INDEMNIFICATION

- (a). The Service Provider shall at its own expenses made good any loss of damage suffered by NIT Kurukshetra as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of NIT Kurukshetra or otherwise.
- (b). The Service Provider shall at all-time indemnify and keep indemnified NIT Kurukshetra against any claim on account of disability / death of any of its personnel caused while providing the services within / outside the site of other premises of NIT Kurukshetra which may be made under the Workman's Compensation Act, 1923 or any other acts or any other statutory notifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident of claim for damage or compensation payable in consequences of any accident of injury sustained by the working or the personnel of the Service Provider or in respect of any claim, damage or compensation under labor laws or other laws or rules made there under by any person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of NIT Kurukshetra shall be as provided hereinbefore.
- (c). The Service Provider shall at all times indemnify and keep indemnified NIT Kurukshetra against any claim by any third party or for any other claims whatsoever for any acts of commission or omission or of its employees or personnel during the hours of providing the service at premises of NIT Kurukshetra or before and after that.
- (d). That, if at any time, during the operating of services agreement or thereafter NIT Kurukshetra is made liable in any manner whatsoever by any order, direction or otherwise of any court, authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the Service Provider or to any third party in any event not restricted but including as mentioned in sub clause No.(a), (b) and (c) hereinabove, the Service Provider shall immediately pay to NIT Kurukshetra all such amounts and costs also and in all such cases / events the decision of NIT Kurukshetra shall be final and binding upon the Service



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Provider. NIT Kurukshetra shall be entitled to deduct any such amounts as aforesaid, from the security deposit and / or from any pending bills of the Service Provider.

10. LIABILITIES AND REMEDIES

In the event of failure of the Service Provider to provide the services or part thereof as mentioned for any reasons whatsoever, NIT Kurukshetra shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forth with to NIT Kurukshetra and the difference of payments made to such other sources, besides damages at double rate of payment and the security of service provider shall remain forfeited.

11. TERM

Service agreement shall be effective for a period of one year with effect from _____ to _____ and can be extended further on mutual agreement for such a period on the basis of satisfactory performance and on same terms and conditions.

12. TERMINATION

- (a). NIT Kurukshetra shall have full power and authority to terminate this Agreement without assigning any reason by giving 30 (thirty) days clear notice in writing. Similarly, if the Agency/Contractor wants to rescind the contract, he/she is required to give at least 60 days' notice for withdrawal of services.
- (b). If Service Provider commits breach of any covenant or any clause of service agreements, NIT Kurukshetra may send a written notice to Service Provider to rectify such breach within the time limit specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and Service Provider shall be liable to NIT Kurukshetra for loses or damages on account of such breach.
- (c). NIT Kurukshetra shall have the right to terminate service agreement immediately if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

13. COMPOSITIONS AND ADDRESS OF SERVICE PROVIDER

- (a). The Service Provider shall furnish to NIT Kurukshetra all the relevant papers regarding its constitution, names and address of the management and other key personal of the Service Provider and proof of its registration with the concerned Govt. authorities required for running such a business of Service Provider prior



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to entering into service agreement.

- (b). The Service Provider shall always inform NIT Kurukshetra in writing about any change in its address or the names and address of its key personnel. Further, the Service Provider shall not change its ownership without prior approval of NIT Kurukshetra.

14. SERVICE OF NOTICES

Any notice or the any communication required or permitted to be given between the parties under service agreement shall be given in writing at the following address or such other address as may be intimated from time to time in writing.

NIT Kurukshetra

Service Provider

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15. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, the Service Provider may have access to confidential information of NIT Kurukshetra and it undertakes that it shall not, without prior written consent of NIT Kurukshetra, disclose, provide or make available any confidential information in any form to any person or entity to make use of such information. This clause shall survive for a period of 05 years from the date of expiry of service agreement or earlier termination thereof.

16. AMENDMENT / MODIFICAITON

The parties can amend service agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

17. FORCE MAJEURE

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond the party’s reasonable control, including acts of God, Civil commotion, strikes, acts of terrorism, labour disputes and Governmental or public authority’s demands or requirements.

18. DISPUTE RESOLUTION

Service agreement shall be deemed to have been made / executed at Kurukshetra for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of service agreements, the same shall, at first instance, be amicably settled between the parties. If any dispute is, not settled amicably, the same shall be referred to



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the sole arbitrator to be appointed by the Director, NIT Kurukshetra. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitration shall be at Kurukshetra.

19. GOVERNING LAW / JURISDICTION

The applicable law governing service agreement shall be the laws of India and only the courts of Kurukshetra shall have the exclusive jurisdiction to try any dispute with respect to service agreement.

20. TWO COUNTERPARTS

The service agreement will be made in duplicate. The Service Provider shall return a copy of service agreement duly signed and stamped as a token of all terms & conditions mentioned above. In the event of commencement of order, it will be taken that all terms are acceptable.

- 21.** NIT Kurukshetra shall provide consumable material to the service provider as per the requirement. The consumable material will be used by the persons deployed by the service provider as per the instructions of the authorities of NIT Kurukshetra.
- 22.** NIT Kurukshetra reserves the right to accept or reject the tenders in part or full without assigning any reason thereof.

IN WITNESS WHERE OF the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf of
The Service Provider

For and on behalf of
National institute of Technology Kurukshetra

Witness

1. _____

2. _____



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Liabilities and Penalties

1. The Company/Agency/Service Provider shall perform all the assigned jobs to the satisfaction of the Institute and shall be liable for any loss or damage to Institute as stated herein:
2. The Company/Agency/ Service Provider and its staff shall take required steps and precautions to preserve from loss, destruction, waste and misuse, the areas of responsibility given to them and not knowingly lend to any person or Company, any assets of the Institute under its control.
3. In event of any loss being caused to the Institute that is prima-facie on account of the negligence and/or dereliction of duties by the Company/Service provider/Agency or its staff, a joint Committee comprising of representatives of the Institute and Company/Agency as approved by the Director, NIT Kurukshetra shall determine whether the loss is on account of unsatisfactory performance of the Company/Agency/Service provider and in that case it will, also determine the compensation to be paid to the Institute by the Company/Agency/Service provider. The recovering mode from the Company/Agency/Service provider will be decided by the Joint Committee. The recommendations of the Joint committee will be subject to the approval of the Director, NIT Kurukshetra or his nominee. Any penalty so settled should be deposited within 15 days with the institute by the company and the receipt to be deposited to the institute.
4. However, the Company/Agency/Service provider will not be held responsible for the damages caused due to force de majeure.
5. The service provider shall ensure required manpower in each shift, in any case it should not be less than 30 (thirty) failing which penalty of Rs. 500/- per shift will be imposed upon the service provider.

Arbitration

Any dispute arising out of and in relation to this agreement has to be referred to arbitration. The Director or his representative will be the arbitrator to decide the disputes, if any, raised, the arbitration would be conducted and governed by and under the provisions of Arbitration Act 1996. Any legal dispute will be subject to jurisdiction of Kurukshetra Courts and no other Court shall have the jurisdiction.



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Last Payment

The last payment of the Company/Agency will be cleared only after ascertaining clearance of any liability pending with the Company/Agency.

Release of Security

The security of the Agency will be released on the production of the following documents:

- 1) Form3A and 6A (Annual return of EPF) with proof duly received in the concerned EPF office.
- 2) EPF deposit slips of individual worker issued from concerned EPF office
- 3) The proof of service tax, any Govt. levy, deposits with Govt. etc.

We have read and understood the above mentioned Terms and Conditions and agree to abide by them in letter and spirit.

Date:

Place: