

**NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA -136119**

Advertisement No. 16/2015

TENDER NOTICE

Sealed tenders are invited on the prescribed format for providing (i) Maintenance Services in Estate and Public Health & (ii) Security Services; for a period of **one year** (extendable on the same terms & conditions, for further period on the basis of satisfactory performance of the service provider) from reputed service providing agencies (having **minimum annual turnover of Rs. 1 crore** for the **last three financial years & minimum five year experience** in satisfactory supply of manpower services on outsourcing basis in Central/State Govt. Institutions/organizations) registered with the Government authorities for undertaking manpower services. For the Security Services the agency should also have empanelment (operational/non-operational) with Directorate General of Resettlement, Institute of Ex-Servicemen (Ministry of Defence), New Delhi and Licensed with PSARA, Haryana on the last date of submission of the tender.

The tender documents along with terms and conditions can be obtained from the Estate Section, National Institute of Technology, Kurukshetra upto **31.08.2015** on all working days between 10:00 a.m. and 01:00 p.m. on cash payment of Rs.1000/- (Non-refundable) for each service. The tender form along with detailed terms and conditions can also be downloaded from Institute website www.nitkkr.ac.in. However, the downloaded tender form for each service must accompany a demand draft of Rs 1000/- (non-refundable) in favour of Director, National Institute of Technology, Kurukshetra payable at Kurukshetra.

The service providers may submit their bids in a sealed cover (having name of service/work written on the top right corner of the envelope in capital letters) on the prescribed format (separate for each service) by **31.08.2015** up to **03:00 p.m.** (Late and incomplete tenders will be summarily rejected) to the Dean (Estate), NIT Kurukshetra along with **Security amount** as mentioned below, in the form of **demand draft only** drawn in favour of Director, National Institute of Technology, Kurukshetra payable at Kurukshetra

Sr.No.	Name of Service/work	Security Amount (Rs)
1.	Security Services	5 lakh
2.	Maintenance Services in Estate and Public Health	5 lakh

The bids will be opened on **31.08.2015 at 04:00 p.m.** in the office of the Dean (Estate) in presence of service providers who wish to be present. The Institute reserves right to reject any tender without assigning any reason. **Before submitting the tender, the Service provider is advised to visit the Institute to apprise himself of the logistics of the prospective assignment.**

Registrar

**NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119**

TENDER FORM

Advertisement No. 16/2015

Details of payment for tender form (Rs. 1000/-)

Institute receipt No. : _____
Date : _____
Signature of Institute official : _____
OR : _____
Demand Draft No. : _____
Issuing Bank : _____
Date : _____

Self Attested
Passport Size
Photograph of the
Bidder

Name of Service/ Work applied _____

1.	a)	Name and address of service providing Agency	
	b)	Telephone/ Mobile No.	
	c)	Fax/E-mail of the agency	
	d)	Whether Service provider individual/ Registered Partnership firm or Company/ Society	
	e)	Company/ Firm Incorporation Certificate No. & Date (Enclose the latest copy of registration certificate & mention the enclosure's Page No.____)	
	f)	Registration No. of the firm (Enclose a copy of registration certificate & mention the enclosure's Page No.____)	
	g)	Registered form (Name & Address of the Institute)	
	h)	DGR Registration, in case of applying for Security Services (Enclose a copy of registration certificate & mention the enclosure's Page No.____) <i>Mention Empanelment Status</i>	
	i)	Labour Commission (Central/ State) registration number with office address (Enclose a copy of registration Certificate & mention the enclosure's Page No.____)	

	j) Permanent Account Number (PAN) (Enclose a copy of proof & mention the enclosure's Page No.____)			
	k) Service Tax Registration No. (Enclose a copy of registration Certificate & mention the enclosure's Page No.____)			
	l) EPF Registration No. (Enclose a copy of registration certificate & mention the enclosure's Page No.____)			
	m) I.S.O. certificate, if any (Enclose a copy of Registration Certificate & mention the enclosure's Page No.____)			
	n) E.S.I. Registration Number (Enclose a copy of Registration Certificate & mention the enclosure's Page No.____)			
	o) Welfare Fund registration Number (Enclose a copy of Registration Certificate & mention the enclosure's Page No.____)			
	p) T.A.N (Enclose a copy of proof & mention the enclosure's Page No.____)			
	q) Have you been defaulter/ blacklisted for not providing satisfactory service/ defaulter of non-depositing EPF/ESI etc.?			
2.	Likely date of supply of manpower (This date must be within two weeks from the date of award of contract.)			
3.	Number of personnel offered by the Service provider for execution of the services category wise. (Number of persons mentioned must be commensurate with the quantum of work, otherwise the tender form may be rejected)	Manpower to be provided		
		S.No	Category of Manpower	No of Persons
		1.		
		2.		
		3.		
		4.		
		5.		

4.	Total Amount per month at which service is offered for all the manpower as mentioned in the above item no. 3 including all types of taxes, EPF & other labour laws obligations etc.	
5.	Particulars of payment of Security (Only Demand Draft acceptable. Other mode of payment will not be acceptable)	Amt. Rs. _____ D.D. No. _____ Date _____ Drawn on _____ _____ _____

Undertaking:

- (i) I undertake that all the eligibility conditions mentioned in the tender document are fulfilled. Further, all supporting documents have been attached herewith.

- (ii) I have gone through and fully understood the terms and conditions supplied in the tender form and I hereby undertake to abide by all terms and conditions and also undertake to abide by the instructions to be issued by the National Institute of Technology, Kurukshetra from time to time for due discharge of Service Agreement.

- (iii) It is declared that all the entries made in this form are correct. In case of detection of any false entry and incorrect information/ document, the submitted tender may be rejected.

**Signature of Service provider/
Authorized Signatory with rubber seal**

FINANCIAL BID

Service charges per person per month for providing manpower on outsourcing basis for security services/ Maintenance Services in Estate and Public Health to NIT Kurukshetra.

Corrections/ alterations/ over writing will not be accepted.

Category	Monthly rates* per person	EPF on Column no. 2	ESI on Column no. 2	Other Charges if any	please add additional columns in case of DGR wages	Total Wage (sum of column nos. 2-6)	Quoted Service Charges**
1	2	3	4	5	6	7	8
Unskilled						% (in figures) &percent (in words) of Total Wage (column 7)per person per month
Semiskilled							
Skilled							
Other							

* As per Government norms, rules and regulations revised from time to time.

** While quoting the service charges the service provider should note that;

(i) All duty uniforms and other general tools & equipments required by the personnel shall be provided by the service provider at his own expenses and the Institute does not undertake any liability towards the same.

(ii) In case of security service the service provider will have;

(a). To provide patrolling vehicle, i.e. 6-8 seater vehicles or PCR type vehicle (equipped with search lights) in good condition along with drivers for each shift for the supervision of all type of security in the campus of the tune of 25 km in each shift of 8 hours. **Thus quoted service charge shall include the expenses for vehicle, drivers, fuel and maintenance charges etc.**

(b). For security services leave reserve in the ratio of 1:6 for weekly rest will be provided within the sanctioned strength and no extra charges shall be claimed in this regard.

I/we accept all the terms and conditions of the tender notice.

(Signature of Applicant with Seal)

Date:

Place:

LIST OF ENCLOSURES

Sr. No.	Type of form	Enclosed Yes-Y/No-N (tick as applicable)		Supporting Document (please specify)
1.	Form 'A' (Financial Information)	<input type="checkbox"/>	<input type="checkbox"/>
2.	Form 'B' (Details of all Works of Similar Class Completed during the last five Years)	<input type="checkbox"/>	<input type="checkbox"/>
3.	Form 'C' (Works / Projects under Execution or Awarded)	<input type="checkbox"/>	<input type="checkbox"/>
4.	Form 'D' (Performance Report of Works Referred in Form 'B' & 'C')	<input type="checkbox"/>	<input type="checkbox"/>
5.	Form 'E' (Structure of the Organization & Detail of Employees)	<input type="checkbox"/>	<input type="checkbox"/>
6.	Form 'F' (Details of technical & administrative personnel to be deployed for the work)	<input type="checkbox"/>	<input type="checkbox"/>
7.	Form 'G' (List of Tools & Equipment)	<input type="checkbox"/>	<input type="checkbox"/>
8.	Any additional Information (if not included in Forms 'A' - 'G')		

FINANCIAL INFORMATION

1. Financial turnover of the Agency for the past three years:
(As assessed by the ITO or Govt. Approved Auditors/ Chartered Accountants)

Financial Year	Amount (in Rs.)	
	In figures	In words
2012-2013		
2013-2014		
2014-2015		

2. Financial Analysis - Details to be furnished duly supported by figures in Balance Sheet / Profit and Loss Account for five years and certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Institute (Copies to be attached).
3. Profit/loss account for last five years certified by C.A.

(Signature of Applicant with Seal)

Details of all Works of Similar Class Completed during the Last five Years

S.No.	Name of service/ work / and location	Owner or sponsoring organization	Cost of service/ work (in lakh)	Date of Commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation Arbitration pending / in progress with details (indicate gross amount claimed and amount awarded by the Arbitrator)	Name & Address Telephone of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Certified that above list of works/ services is complete and no work / service has been left out and that the information given is correct to my knowledge and belief.

(Signature of Applicant with Seal)

Works / Projects under Execution or Awarded

S.No.	Name of service/ work / Project and location	Owner or sponsoring organization	Cost of service/ work (in lakh)	Date of Commencement as per contract	Stipulated date of completion	Update % progress of work	Slow progress, if any, and reasons thereof	Name & Address Telephone of officer to whom reference may be made	Remarks (indicate whether any show cause notice issued or arbitration initiated.)
1	2	3	4	5	6	7	8	9	10

Certified that above list of works/ services is complete and no work/ service has been left out and that the information given is correct to my knowledge and belief.

(Signature of Applicant with Seal)

Performance Report of Works/ services Referred in Form 'B' & 'C'

(Furnish this information for each individual work/ services from the employer for whom the work was executed)

1. Name of service/ Work / Project & Location :
2. Agreement No. :
3. Estimate Cost :
4. Tendered Cost :
5. Date of start :
6. Date of Completion :
 - (a) Stipulated date of completion
 - (b) Actual date of completion
7. Amount of compensation levied for delayed completion, if any :
8. Performance report
9. (a) Quality of work Excellent / Very Good / Good / Fair
 - (b) Resourcefulness Excellent / Very Good / Good / Fair

**Executive Engineer /
Chief Project Manager or Equivalent
(Seal of the Organization)**

Date:

Place:

Structure of the Organization & Detail of Employees

1.	Name and address of applicant	
2.	Telephone No./Fax No./ email address	
3.	<p>Legal status (Attach copies of original document defining the legal status). The applicant is :</p> <p>a) An individual b) A proprietary Firm c) A Firm in partnership d) A limited company or corporation.</p>	
4.	<p>Particulars of registration with various Govt. bodies (Attach attested photocopies)</p> <p>a) Registration Number b) Organization / Place of registration c) Date of validity</p>	
5.	Name and title of Directors and officers with designation to be concerned with this work with designation of individuals authorized to act for the organization.	
6.	<p>Have you or your constituent partner(s) ever left the work awarded to you incomplete? (If so, give name of the project and reasons for not completing the work).</p>	
7.	<p>Have you or your constituent partner(s) been debarred / black listed for tendering in any organization at any time? If so, give details.</p>	
8.	Any other information considered necessary but not included above.	

(Signature of Applicant with Seal)

Details of technical & administrative personnel to be employed for the work/ service

S.No.	Designation	Total Number	Number available for this work	Name	Qualification(s)	Professional experience and details of works carried out	In what capacity these would be involved in this work	PF No./ ESI No.

(Signature of Applicant with Seal)

Form 'G'

List of Tools, Equipment & other consumables

(All general tools & equipment to be provided by the service provider required for executing the service)

(Signature of Applicant with Seal)

TERMS AND CONDITIONS

REGARDING THE OUTSOURCED SERVICES/ ACTIVITIES

1. The tender form should be typewritten. The applicant's signature should appear on each page of the tender form. Overwriting should be avoided. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. All pages of the tender form shall be numbered and submitted as a package with signed letter of transmittal.
2. The service provider will have to provide the relevant information on the enclosed prescribed format available at FORM no. A to G along with supporting documents to consider the eligibility for awarding tender to the eligible service provider.
3. The service provider may furnish any additional information, which he thinks is necessary in regard to his capabilities to establish that the service provider is capable in all respects to successfully complete the envisaged work. He is, however, advised not to attach superfluous information. No subsequent information will be entertained after submission of tender form. Any information furnished by the service provider found to be incorrect either immediately or at a later stage, would render him liable to be debarred from tendering/taking up of work and his tender will be terminated with immediate effect.
4. The service provider is advised to visit the site of work, at his own cost, and examine it and its surroundings to collect all information that he considers necessary for proper assessment of the prospective assignment.
5. A Service provider who offers services at Zero margin will not be given the contract.
6. The Service provider should be a valid licence holder under the Contract Labour (Regulation and Abolition) Act, 1970 and also have been allotted "Establishment Code No." by the Commissioner, E.P.F. Organization constituted under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952. He will submit an affidavit/ undertaking along with Tender Form duly attested by the 1st Class Magistrate that he is not a defaulter in depositing the EPF as well as Service Tax etc.
7. If there is any exemption of any of the act, it will be the sole responsibility of the Service provider to obtain a certificate of such exemption and submit an attested copy of the same to the Institute for record.
8. The service provider's performance for each work completed in the last five years and works in hand should be certified by the concerned Institutes.
9. The Service provider shall not appoint any Sub-Service provider/Company/Agency to carry out any obligation under the contract.
10. The service provider shall provide a supervisor during duty hours at his own cost that shall be responsible for allocating/distributing every day work to the staff engaged by the service provider, supervise & monitor them as well as directly reporting to the nominated officer/official of NIT Kurukshetra on daily basis.
11. Even though the service provider(s) may satisfy the terms and conditions, they may be disqualified:
 - (a). If they have made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.
 - (b). If they have records of poor performance such as abandoning work, not properly completing the contract or financial failure/weaknesses.

- (c). If confidential inquiry reveals facts contrary to the information provided by the applicant.
 - (d). If confidential inquiry reveals unsatisfactory performance.
 - (e). If on inspection of works in progress or completed by the applicants, it is found that work is not satisfactory.
12. 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. Case of ESI, EPF and arrears the Company/Agency shall produce original challans/receipts to the Institute for verification & records.
 13. All statutory requirements required under any Rules/Regulations/Statutes/Act and EPF and Service Tax etc. applicable from time to time are to be borne by the service provider. In case of violation of statutory provisions under laws by the service provider or his workers, there will no liability on the Institute. The service provider shall be held wholly responsible legally and he will be liable to be prosecuted as per the law of land in the appropriate Court of Law. The service provider shall be the employer under all labour litigations including Industrial Dispute Act. The Institute shall not be responsible partially or fully to any dispute in any way that may arise between the service provider and his workmen.
 14. The EPF (or any other statutory deduction) and service tax will also be deposited directly by the Service provider to the Institutes. The receipts of the deposition are to be enclosed with the bill submitted for reimbursement failing which the payment of the bill will not be released/ reimbursement. The receipt should clearly indicate name of the work and list of workers with their names, durations and other required information. In case, the service provider fails to submit a copy of receipt, the withheld amount will be submitted to the concerned authorities as per law.
 15. The Service provider has to ensure payment of wages regularly and has to ensure that the payment of wages for the coming months will not be delayed by the Service provider even if he had failed to submit the bills for previous month(s) by completing all statutory obligations.
 16. 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 on the 1st day of every calendar month for verification to the nominated officer/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 Institute by 7th day of every calendar month. The Payment of wages shall either be by way of cheque or direct bank transfer entry. In no case the payment of wages shall be made in cash. The Institute will reimburse the monthly wages bills submitted by the service provider after production of copies of challans for the deposition of the statutory requirements with the concerned Institutes. Further, it is also informed that the Institute will deduct Income Tax at source as applicable from the running and final bills of the service provider as per statutory provisions and mandatory norms applicable and amended from time to time.

17. The Service provider for providing services as mentioned herein, shall be the employees of the Service provider only and not of the Institute. The Service provider shall be liable to make payment to its said employees towards their monthly wages/salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, minimum wages, bonus, gratuity etc. Institute 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.
18. The Service provider shall at all times Indemnify and keep indemnified that Institute against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of the Institute which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or there personnel of the Service provider or in respect of any claim, damage or compensation under labour laws or other laws or rule 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 or the Institute shall be as provided hereinbefore.
19. The final payment shall be released only after ascertaining clearance of any liabilities pending and satisfactory completion of work.
20. NIT Kurukshetra can ask for other type of manpower under any category of worker as listed in the tender document against specific service and the same shall be provided by the service provider on the same terms & conditions.
21. The manpower to be actually deployed by the Service provider can be increased or decreased according to requirement.
22. The Service provider has to deposit the complete set of certificates of character, address proof duly certified and verified by Police Station Kurukshetra. No violation to this shall be permitted.
23. If the Institute 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 reports to the Institute.
24. Replacement of any person(s) so engaged by the Service provider should be intimated to the Institute with reasons of replacement.
25. A copy of complete record of all persons engaged with related documents should be submitted to NIT Kurukshetra within 10 days of joining.
26. The Log book required shall be maintained at site by the service provider. The Service provider shall also maintain an incident report/Complaint Book/File which will be made available to the supervisory staff of the Institute.
27. The service provider shall visit NIT, Kurukshetra once in a month and submit his report. He will also be responsible for checking the working conditions of the equipments. In case of dispute of any kind, he must reach the Institute immediately on receiving information by any means of communications.
28. The service provider shall have to provide mobile phone to supervisor for official use for which nothing extra shall be paid.
29. Stationary required for submitting daily/ weekly/ monthly/ yearly report shall be provided by the service provider.

30. The service provider should provide Group Insurance cover to the workers through Registered Insurance Company for public liabilities. The premium in lieu of Group Insurance Scheme for the outsourced Employees should be for insured a sum of minimum Rs. 10 lac per employee. The Service Provider shall be paid separately for the premium in lieu of Group Insurance Scheme subject to a maximum of Rs. 200/- per person per month. Documentary proof of policy should be provided to NIT Kurukshetra.
31. Any damage caused during maintenance work of the equipment or any Institute property shall be made by the service provider on his own cost.
32. Every worker/ supervisor appointed by the Service provider shall wear the prescribed uniform, identity card and name badge bearing his name and designation, while on duty. The same shall be provided by the service provider at his own cost within 15 days from the date of entering into the contract.
33. All the staff deputed in the Institute should always be in uniform provided by the outsourcing agency. In case the employees of the service agency is not found in proper uniform, the Institute reserves the right not to allow such persons within the premises. In case any worker is found without uniform during duty hours, the penalty @ Rs. 50/- per worker may be imposed and shall be recovered from the monthly wages bill of the bidder without prior notice for such lapse.
34. The successful service provider for the above said services will have to execute an Agreement Bond with detailed terms and conditions. A specimen copy of the said agreement is available in Annexure 'A' and Annexure 'B' for perusal. The service provider may read the conditions carefully and should quote the rates as per various terms and conditions of the said agreement format.
35. Submission of tender by a service provider implies that he has read the notice and all other contract documents and has made himself aware of the scope and specifications of the service to be done and of conditions, rates and other factors having a bearing on the execution of the service.
36. The tender form shall be accompanied with a security amount as per the service category requirements mentioned in the tender notice in the shape of Demand Draft only in favour of Director, NIT Kurukshetra payable at Kurukshetra at time of submission of tender form and if his tender is accepted by the NIT Kurukshetra, the said amount shall be retained as security deposit with the Institute. This will be refunded within 30 days of completion of service subject to indemnification clause of the agreement.
37. The Security amount shall be forfeited if the service provider withdraws or impairs or derogates the bid in any respect.
38. In case the opening of a tender is declared as a holiday the tender shall be received/ opened on the next following day at the same time.
39. The competent authority does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. The tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the service provider shall be summarily rejected.
40. The security amount in part or full may be forfeited in case the supply of manpower is delayed beyond the period stipulated by the Institute or non compliance of terms of agreement by the service provider or frequent absence from duty or misconduct on part of manpower supplied by the agency.

41. Canvassing in any form is strictly prohibited. The tender(s) submitted by the service provider(s), who resort to canvassing, will be liable to rejection.
42. The tender for the service shall remain open for acceptance for a period of ninety (90) days from the date of opening of tender.
43. The service provider submitting the tender would be presumed to have considered and accepted all terms and conditions. No inquiry, either verbal or written, shall be entertained in respect of acceptance/rejection of the tender. Any act on the part of the service provider to influence anybody in the Institute is liable for rejection of his tender.
44. The Institute reserves right to cancel the service agreement or to withhold the payment in the event of non-compliance or unsatisfactory performance of the service contract. In such eventuality, the Institute further reserves the right to get the work done from alternate Service providers and the tenderer will be liable to be debarred by the Institute for a period of five years from participating in such type of tender.
45. The Institute reserves right to terminate the service agreement by giving one month prior notice to the service provider regarding its intention to do so and on the expiry of the said period of notice, the service agreement shall come to end without prejudice to any right of remedy.
46. If required, personal interview of the manpower provided by the outsourcing agency may be conducted at the discretion of the Institute to examine the suitability of the manpower.
47. In case of any dispute, the matter will be referred to the Director of the Institute, whose decision will be final and binding.
48. Tenderer shall follow two bid system and submit technical and financial bids separately. Both the bids shall be in sealed envelopes containing technical and financial bids shall then be sealed in the third envelop. Following must be superscripted on the sealed envelopes.
 - (i) Containing technical bid only : **Marked as “Envelop-1”**
“TECHNICAL BID FOR _____ SERVICES”
 - (ii) Containing financial bid only : **Marked as “Envelop-2”**
“FINANCIAL BID FOR _____ SERVICES”
 - (iii) Containing both technical and financial bids: **Marked as “Envelop-3”**
“TECHNICAL AND FINANCIAL BIDS FOR _____ SERVICES”

Envelopes without the above superscription will not be entertained.

NOTE: For every service/activity, rates be quoted separately.

The Technical Bid, marked as Envelop-1 should have a **cover index page** with proper numbering and contain profile of agency, including previous experiences and all other relevant documents, if any.

The Financial Bid, marked as Envelop-2 should contain only Financial Bid Form.

The Envelop-3 should contain two separate envelopes (Technical Bid, marked as Envelop-1 and Financial Bid, marked as Envelop-2) along with the Security Amount in the form of Demand Draft. Each envelop should be duly sealed & signed by the service provider/ Authorized Signatory. The subject and address of the agency/organization must be clearly mentioned on each envelope.

49. The Financial Bid will be opened only of those tenderers who qualify the Technical Bid as laid down in the tender document.
50. The Institute shall not be liable for discharging any financially, judicial, and or/administrative commitments made by the Service provider to any entity whatsoever in relation to this contract. In respect of quantum of wages, procedure of payment and protection of other statutory rights of the employees, the Service provider shall adhere to the Instructions of State Govt./ Govt. of India in letter and spirit.
51. The Service provider should have cleared the latest statutory obligations such as: Service Tax, EPF and ESI supported by latest challan upto March 2015 of the present job/ jobs. A certificate to this effect be attached.

AGREEMENT FOR MAINTENANCE SERVICES IN ESTATE AND PUBLIC HEALTH

This agreement is made on this _____ day of _____ 2015, between the National Institute of Technology, Kurukshetra (hereinafter referred to as NIT of the ONE PARTY)

AND

M/s _____
(hereinafter referred to as Service provider of the OTHER PARTY);

WHEREAS the NIT is desirous of giving a job contract for providing the **Maintenance Services in Estate and Public Health** at its campus and whereas the Service provider has offered to provide the **Maintenance Services in Estate and Public Health** agreement on the terms and conditions hereinafter stated:

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

WHEREAS NIT has agreed to award the contract of work of **Maintenance Services in Estate and Public Health** as per requirements in the NIT Kurukshetra.

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

Terms and conditions:

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(s).

- (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 _____ Days a week from _____ a.m. to _____ p.m.
- (b). The amount on which the service is being offered by the service provider shall be all inclusive. The liability to pay service tax (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 from a central factor of service agreement. The Service provider shall take all possible steps to ensure to maintain its performance as determined by 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 a personnel guarantee by its Managing Director/ Partner/ Proprietor guaranteeing the due performance by the Service provider of its obligations under service agreement.
- (h). Rs. 5 lakh (Rupees Five Lakh Only) deposited by the Service provider along with the Tender Form shall be retained as security deposit with the Institute. This will be refunded within 30 days of completion of service subject to indemnification clause of the agreement.
- (i). All duty uniforms and other general tools & equipments required by the personnel shall be provided by the service provider at his own expenses and the Institute does not undertake any liability towards the same.

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). Shall report for duty in proper uniform.
- (b). Always be regular and punctual and arrive at duty posts at least five minutes before the commencement of duties.
- (c). Always be alert and perform their duty with honesty and sincerity.
- (d). Abstain from indulging in gossip, reading of newspaper / magazine while on duty.
- (e). Do not chew pans/smoke cigarettes and or any other tobacco products / use alcoholic drinks.
- (f). Do not be under the influence of liquor while on duty.
- (g). 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 7th day of every calendar month.
- (e). The Service provider shall submit the bills on a monthly basis for services rendered to enable the NIT Kurukshetra to verify the process the same.
- (f). The Payment of wages shall either be by way of cheque or direct bank transfer entry. In no case the payment of wages shall be made in cash.

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 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.

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 labour 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 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 _____ up to _____ and can be extended further for such a period on the basis of performance and on such terms and conditions as may be deemed fit and proper by NIT Kurukshetra.

12. TERMINATION

- (a). Either party can terminate the agreement by giving one month’s written notice to the other without assigning any reason and without payment of any compensation thereof. However, NIT Kurukshetra shall give only a 24 hours notice of termination of service agreement to the service provider, when there is a major default in compliance of the terms and conditions of service agreement or the Service provider has failed to comply with its statutory obligations.
- (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 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 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
.....
.....
.....

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 / MODIFICATION

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 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 requirements. 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
National institute of Technology
Kurukshetra

For and on behalf of
The Service provider _____

Witness

1. _____

2. _____

NATIONAL INSTITUTE OF TECHNOLOGY, KURUKSHETRA

Name of the Work: Maintenance Services in Estate and Public Health

Location of Work: NIT Kurukshetra like Hostels, Residential Areas, Instructional Buildings & Offices, etc.

Scope of Work:

- (i) Maintenance of all types of buildings in the Institute.
- (ii) Any other work related to Estate & Public Health directed by the authorized officials of NIT Kurukshetra

Number of Manpower required:

The requirement of skilled / semiskilled / unskilled manpower is approximately 90-100 nos.

Type of Manpower required:

S.No.	Category of Worker	Manpower required	Nature of Services
1.	Unskilled	Beldar	Helping in Civil Maintenance Work.
		Painter	Painting, distempering & white washing related jobs.
2.	Semiskilled	Plumber	Providing repair of water pipe lines. Pipe fitting & plumbing work
		Welder	Fabrication of grills by welding and sundry welding jobs. Cutting, bending and assembly of steel reinforcement etc.
		Pump Attendant	Proper maintaining & operating tube wells.
		Sewerman	Cleaning Sewers and sewage pipe lines.
		Artistic Painter	Many artistic & other painting works in various new buildings/ offices/ sections, institutional/ cultural functions & occasions and writing the names of residences & their allottees on residences, etc.
3.	Skilled	Mason	Providing civil maintenance & other masonry work in offices, residences, laboratories & other buildings, etc. Casting of RCC beams and slabs.
		Carpenter	Fabrication & repair of wooden joinery chowkhats, doors, windows, ventilators & other related jobs.
		Plumber/ Pipe Fitter	Providing repair of Tube Wells, external water supply lines and other work related to pipe fitting & plumbing.

Timings: 8.30 am to 5.30 pm (1 hr. lunch break) on six days a week (Monday-Saturday excluding national holidays)

Security Amount: Five lakh

Period of Contract: One Year (likely to start from November 2015) extendable for further period based on satisfactory performance.

**SPECIAL TERMS AND CONDITIONS
FOR MAINTENANCE SERVICES IN ESTATE AND PUBLIC HEALTH**

- (i) The service provider will provide and maintain the Biometric Based Attendance Monitoring System (BBAMS) for all its employees at his own cost. All the personnel engaged by the service provider will be required to mark their arrival and departure time in the Biometric Based Attendance Monitoring System machine without any exception. In case, BBAMS is out of order / not working, the service provider should mark the arrival and departure time of its employees in the attendance registers for that/those day/days.
- (ii) The service provider shall ensure required manpower is provided on each day, failing which penalty of Rs. 500/- per day will be imposed upon the service provider.
- (iii) The service provider shall be responsible for payment of wages to each person employed by him on contract and such wages shall be paid on or before 7th day of every calendar month, whether the agency received payment from the Institute or not, in case complaints received of late payment to the employees a fine will be imposed on the service provider.
- (iv) The agency should see that every engaged outsourced person should open a bank account in SBI, NIT Kurukshetra branch for receiving their monthly payments. On demand, the agency should produce the bank transaction details to the Institute. No payment will be made from the institute to the agency without producing the individual bank account numbers of all the persons working with him for the Institute, under outsourcing mode.
- (v) The Service provider shall not employ any person who is a regular student in any University or Institute or a regular employed in any Government/ Private Organization.
- (vi) The antecedents of the personnel deployed by the Service provider should be credible and above board.
- (vii) All the persons engaged by the service provider/ agency should be healthy, physically fit and free from communicable diseases.

AGREEMENT FOR SECURITY SERVICES

This agreement is made on this _____ day of _____ 2015, between the National Institute of Technology, Kurukshetra (hereinafter referred to as NIT of the ONE PARTY)

AND

M/s _____

(hereinafter referred to as Service Provider of the OTHER PARTY);

WHEREAS the NIT is desirous of giving a job contract for providing the Security Service at its campus and whereas the Service Provider has offered to provide the Security Service arrangement on the terms and conditions hereinafter stated:

WHEREAS Service Provider has represented that he is a registered Service Provider under the provisions of Service Provider Labour (Regulation and Abolition) Act 1970 and has empanelment (operational/non-operational) with Directorate General of Resettlement, Institute of Ex-Servicemen (Ministry of Defence), New Delhi and Licensed with PSARA, Haryana and has further represented that he is eligible to get this contract and there is no legal, or any other bar for him in this respect. Any obligations and / or formalities which are required to be fulfilled under the said Act or any amendment there to for the purpose of entering into and or execution of this contract shall be carried out by the Service Provider at his own expenses, etc. and the Service Provider shall report the compliance there to the Registrar, NIT, Kurukshetra. The Service Provider shall be solely liable for any violation of the provision of the said Act.

WHEREAS NIT has agreed to award the contract of work of Security Services at offices, hostels, departments, residential areas, main gates and other places as per requirement in the NIT Kurukshetra.

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

Terms and conditions:

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 a 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 Service Tax (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 from a central factor of service agreement. The Service Provider shall take all possible steps to ensure to maintain its performance as determined by 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 a personnel guarantee by its Managing Director / Partner / Proprietor guaranteeing the due performance by the Service Provider of its obligations under service agreement.
- (h). The security deposited by the Service Provider along with the Tender Form shall be retained as security deposit with the Institute. This will be refunded within 30 days of completion of service subject to indemnification clause of the agreement.
- (i). 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.
- (j). The Security Personnel deputed on duty with fire arms must carry a valid arm licence. It shall be the duty of the service provider to ensure the personnel are carrying valid arms licence.

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 60 years.
- (e). Experienced Security Guard/Security Supervisor/Gunman should be engaged. It is desirable that all Security Guard/ Security Supervisor/Gunman should be Ex-serviceman.
- (f). The Security Guard/Security Supervisor/Gunman so engaged should be equipped with whistle, torch, stick etc.
- (g). Security provider should provide the communication arrangement through Walkie talkie.
- (h). Abstain 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 cheque or direct bank transfer entry, in no case the payment shall be made in cash.
- (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 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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- (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.

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- (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 labour 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 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 _____ up to _____ and can be extended further for such a period on the basis of performance and on same terms and conditions.

12. **TERMINATION**

- (a). Either party can terminate the agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, NIT Kurukshetra shall give only a 24 hours notice of termination of service agreement to the service provider, when there is a major default in compliance of the terms and conditions of service agreement or the Service Provider has failed to comply with its statutory obligations.
- (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.
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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 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
.....
.....
.....

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 from 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 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
National institute of Technology
Kurukshetra

For and on behalf of
The Service Provider _____

Witness

1. _____

2. _____

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.

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.

Signature of Authorized Signatory
Company Seal/ Stamp

Date:
Place:

NATIONAL INSTITUTE OF TECHNOLOGY :KURUKSHETRA

Name of the Work: Security Services in campus, Departments, Offices and Hostels

Location of Work: NIT Kurukshetra- Main Gates, Hostels, Residential Areas & Instructional Buildings.

Scope of Work:

- (i) Security of entire premises of NIT Kurukshetra
- (ii) Patrolling in the entire premises
- (iii)Regulating of vehicles on parking lots & the main gates

Type of Manpower required:

The requirement of total skilled/semiskilled/unskilled manpower in all the shifts is approximately 135-140, including rest relievers.

Type of Manpower required:

- (i) Security Supervisor
- (ii) Security Guard (With Weapon)
- (iii)Security Guard (Men and Women)
- (iv)Computer Operator (CCTV Control Room Operator)

Timings: 24 Hours daily in three shifts including all the Saturday/ Sunday/ holidays.

Security Amount: 5 lakh

Period of Contract: One Year (likely to start from October 2015) extendable for further period based on satisfactory performance.

SCOPE OF WORK

The Company/Agency/service provider is required to provide Security to the Institute as enumerated below:-

1. Adhere to the Standard Operating Procedure (SOPs) given by the authorities of NIT Kurukshetra, Haryana , which may be modified from time to time by the Director or his Nominee. This may be communicated by the institute verbally or in writing.
2. 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 Centres etc. all within the boundary of NIT Kurukshetra campus.
3. Protection of property, cash, documents and personnel of the Institute also in transit when so specified.
4. Protect property/cash/documents of Institute against burglary (where loss is due to entry after breaking any entry lock/door/window/grill).
5. 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.
6. Event loss that is on account of lapse in “access control measures” at Gates of the Institute.
7. Assisting firefighting operations with provided equipment
8. Regulate parking of vehicles in designated areas and control of vehicular traffic in institute.
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
 - a. Injured/patients to hospitals and extend emergency services of this kind.
19. Telephone and wireless communication for security network.

20. Snake and reptiles menace management.
 - (i) Provisions of 6-8 Seater Vehicle or PCR type Vehicle (equipped with search lights) for patrolling of campus round the clock along with one drivers in each shift having valid driving license.
 - (ii) Maintenance of keys and attendance control room.
21. Providing security to the property of NIT Kurukshetra round the clock on all days (at one each point 3 person @ 8 hours each day). Additional guards be recruited to provide weekly off on relieving basis.
22. A proper record is to be maintained by the guards for the visitors and regular inventory of the office assets.
23. Smooth conduct off functions, conferences, dignitaries' visits, cultural events.
24. Switching on and off common lights (morning/evening).
25. Surprise visits will have to be made by the agency during duty hours
26. Guards should be well behaved and dressed properly while on duty.
27. The guards will put their attendance on daily basis for each shift duty.
28. Any other contingency & situation arising out of protecting Property & Personnel (Institute as well as residents) assigned by the Institute.
29. 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.

ELIGIBILITY CRITERION

A Registered Private Firm/Company (under Shops & Establishment Act/Companies Act, 1956 and Private Security Agency (Regulations) Act 2005 and 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.1 Crores each year for the last three years.

The company should be having valid ESI, EPF Account No., Income Tax Account No., Service Tax No. and PAN/TAN (TDS Account).

The Company should have at least 5 years of experience out of which two years in residential educational institute.

Security Agency must be registered and having valid license under the Contract Labour (Regulation & Arbitration Act 1970/Private Security Regulation Act 2005.

The company besides providing security services should be capable to monitor Traffic, Safety, Parking & Trespassing.

Agencies not meeting the above eligibility criteria need not to apply, while quoting in the tender; companies should attach the documentary proof of above conditions failing which offer will not consider.

The tender should accompany a Demand Draft of Rs.1,00,000/- as earnest money drawn in favour of The Director, NIT Kurukshetra payable at Kurukshetra and should be in a sealed envelope marked as earnest money. The tender without Earnest money shall not be considered & be rejected.

The tender is not transferable at any circumstances. Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tender.

Tender in any form other than the prescribed form issued by NIT Kurukshetra will not be entertained and will be summarily rejected.

Tender with revised/modified rates/offer opening of the tenders will be summarily rejected and entire earnest money deposit submitted with the tender will be forfeited.

TERMS AND CONDITION

1. The Service providers/agencies should have empanelment (operational/non-operational) with Directorate General of Resettlement, Institute of Ex-Servicemen (Ministry of Defence), New Delhi and Licensed with PSARA, Haryana and should be valid on the last date of submission of tenders. However, in case, the last date of submission of tender is extended, empanelment of Service providers/agencies should be valid on the original date of submission of tenders.
 - (a). Security Agency must be registered and having valid license under the Contract Labour (Regulation & Arbitration) Act 1970.
 - (b). The company should be having valid ESI, EPF Account No., Income Tax Account No., Service Tax No. and PAN/TAN (TDS Account).
2. The Security personnel are to be deployed round the clock in three shifts of eight hours each in NIT Kurukshetra (Campus, Departments, Offices and Hostels). Only healthy, able bodied Ex- servicemen (ESM)/Ex-CAPF security personnel as per DG (R) guidelines shall be deployed for work and maximum age of security personnel should not be more than 60 years. All personnel provided by the service provider should be properly trained in security surveillance duties. 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 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.
3. NIT Kurukshetra can ask for deployment of additional security personnel during exigency and the same shall be provided by the service provider immediately at the same rate quoted by the agency. Security personnel are required to be provided for 24 hours in 3 shifts and nothing extra shall be payable on account of night allowances etc.
4. The security personnel shall wear tidy uniforms during duty hours as per guidelines of DG (R) as per Annexure 'C'. The uniform should not resemble to the uniform of anyone Armed Forces and Police Forces. Every security personnel/Supervisor appointed by the service provider shall wear the prescribed uniform and badge bearing his name and designation while on duty. The service provider shall also provide safari suit for supervisors and Gunman and uniforms for lady/Security guard. The same shall be provided by the service provider at his own cost. The wearing of uniforms and name plates by the employees of the company/service provider during duty hours is compulsory. The service provider shall provide identity cards to all security personnel at their own cost for identification and same will be displayed during duty hours.
5. The service provider shall provide minimum 15 Nos walkie-talkie Sets (For Communication purpose), one digital camera to monitoring the security scenario in emergency, HHMD each at both gates. Agency also need to provide whistle, cane and torch etc. to the security personnel along with stationary items such as pen, registers (For maintaining attendance roll and entry at each gates and hostels) and Angithi (with fuel) for winter season at his own cost. He shall also be responsible for proper behavior of the personnel

- deployed and exercise proper control over them so that their activities shall not in any way be detrimental to the Institute and its security.
6. The security personnel shall work under overall supervision and direction of Institute. The institute shall have the right to ask for the removal of any person of the agency who is not found to be competent and orderly in the discharge of his/her assigned duties.
 7. The personnel shall perform such other duties as are required to save the life and property in the event of fire, natural calamity and other acts of the GOD and trained as per guide lines of DG(R).
 8. The service provider shall not engage any sub service provider or transfer the contract to any other person in any manner. Any person, who is in Govt service or an employee of the institute, should not be made a partner to the contract by the service provider directly or indirectly in any manner whatsoever.
 9. The service provider on award of work/service has to maintain all the relevant records, and documents as required by the labour department, regional PF Commissioner and other local bodies as per the existing rules or as amended from time to time. Such records as mentioned above shall be made available to the departmental officer on demand for inspection of the same to ascertain its authenticity. The service provider has to submit challan of previous month to the institute in the support of PF/Service Tax etc. deposited with the respective Department relating to the workers deployed in this institute before release of next bill. The service provider has to obtain labour licence and ensures that the EPF Number has been allotted to the worker within 45 days of award of work as per EPF/Labour Act. The service provider shall also provide Pay slip, EPF Slip and ESI slip to each security personnel every month.
 10. The security persons so engaged will have to be paid minimum rates as per guide lines of DC Rate (consolidated) applicable at Kurukshetra, revised from time to time, in no case less than DGR rates prevailing. The wages are to be paid through bank/Cheque in the presence of authorized representative of NIT by the 7th day of every calendar month. In no case wages shall be paid in cash. The service provider shall fully abide by the extant provision of Minimum Wages Act, 1948, the contract labour (R&A) Act 1970 and other labour laws applicable to contract labourers.
 11. The Security personnel are to be deployed round the clock in three shifts of eight hours each in NIT Kurukshetra Campus as per Annexure 'C'. 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.
 12. A Copy of complete record of Security Guard/Women Security Guard/Supervisors/Gunman/Computer Operator (CCTV Control Room Operator), so engaged with related documents should be submitted to NIT Kurukshetra Office.
 13. Enrollment and replacement of any security guard/security Supervisors/Gunman so engaged by the service provider should be intimated to NIT Kurukshetra security office with valid documents, arm licence and reasons.
 14. The institute will not provide any residential accommodation to the security personnel. No cooking/lodging shall be allowed at the check post/main gates and premises of the Institute.
 15. The service provider will have to ensure adequate training through any other training institutions of DG (R) empanelled institutes for training.

16. The detail regarding liabilities, penalties, arbitration & last payment as per agreement.
17. The successful tenderer shall be required to execute an Agreement Deed on the format approved and supplied by this institute on stamp papers of appropriate value.
18. The Director NIT Kurukshetra shall have absolute right and authority for the suspension/revocation of said security in case of breach of any clauses of the Agreement by giving prior notice.
19. If the service provider fails to implement the assigned job or part of the job as per direction to the satisfaction of the Director of the institute or any officer nominated by him or any day in any part of the areas assigned, the Company shall be penalized by imposing a fine of upto Rs. 500/- per day. The penalty shall continue for successive day till the satisfaction of the authorities. The company/agency shall provide replacement in case the employee of the company is proceeding on leave. This will be at no additional expense to the institute.
20. The decision of the Director NIT Kurukshetra or his representative duly authorized with regard to the determining of quality of Work/services done by the company/service provider or his employees shall be final and acceptable to the company/service provider.
21. The company/service provider shall deploy required number of personnel as per Annexure 'C', with prior written consent of the Director or his representative to provide the said services and immediately communicate their names, parentage, residential address, age, etc within 10 days from the date of their deployment or change if any from time to time.
22. The Director NIT Kurukshetra or any other officer (s) so authorized by him shall be at liberty to carry out any surprise check on the working of the person so deployed by the agency in order to ensure that the required numbers of person are deployed and that they are doing their duties satisfactorily.
23. On taking over the responsibilities of providing said services the agency shall formulate the mechanisms and monthly duty and assignment chart for circulation in all the areas of deployment in institute for the approval of the Director NIT Kurukshetra or his authorized representative. He will further ensure that no person is deployed on double duty except in emergent circumstances. The company/service provider as well as the staff deployed on duty shall, however, be duty bound to carry out the directions/instructions given to him in this regard by the Director, NIT Kurukshetra or his authorized representative, in this regard from time to time. Any dereliction from such obligation shall be considered a breach of the terms of this contract.
24. The persons deployed by the service provider for the execution of the contract shall be the employees of the service provider for all intents and purposes and in no case, there shall be any relationship of employee and employer between the said persons and the Institute either implicitly or explicitly. Any such activities will be considered conflict of interest.
25. The company should have an insurance cover through Registered Insurance Company for public liabilities. The Company/Agency shall be responsible for all injuries and accidents to persons employed by it. It will also cover, through an Insurance Policy, its personnel for personal accident whilst performing the duty. Documentary proof of insurance policy shall be provided to NIT Kurukshetra.

26. The representative shall visit NIT, Kurukshetra twice in a month and submit his report. He will also be responsible for checking the working condition of the equipment provided to the Security guards. In case of dispute of any kind, he must reach institute immediately on receiving information by any means of communications.
27. The service provider will have to provide 6-8 Seater vehicles or PCR type vehicle (equipped with search lights) in good condition along with drivers for each shift for the supervision of all type of security in the campus. The service provider will also keep a provision of an alternative vehicle in case of deputed vehicle gone defective or off road so that services of security in campus could not be hampered. **The service provider will also quote the rate for the same including Drivers, fuel and maintenance charges in the tenders forms.**
28. The service provider shall also be fully responsible for any loss of materials or property attributable to the negligence or failure of the security personnel in complying with his assigned duties. All such losses suffered by the institute shall be compensated fully by the service provider. The decision of the Director, NIT Kurukshetra in this regard shall be binding on the service provider.
29. The service provider shall seek instructions from Director, NIT Kurukshetra or any other Officer authorized by him for this work, hereinafter referred to as authorized Officer. The service provider shall be fully responsible for the overall watch and ward and integrated security surveillance services in the premises of this institute as laid down in the contract. Besides the normal security, the other function required to be performed are as under:-
 - a) To man security/check posts located at the main gates and entrance or any other strategic points specified by this institute from time to time.
 - b) To check the material/property/any other outsider coming into/going out of the Building Complex institute through the procedure of the gate pass etc. as laid down by the institute.
 - c) To perform watch and ward functions including night patrol on the various points of deployment/ strategic locations.
 - d) To prevent the entry of stray dogs and cattle and Anti Social Elements, unauthorized persons and vehicles into the Building/Institute.
 - e) To open and close the locks of the various building/Departments on the daily basis as per the direction of the concerned Officer-in-Charge.
30. The service provider shall also submit a undertaking every month before submission of salary bill to the office of Security Officer mentioning that he is fulfilling all terms and conditions in all respects.
31. The Company/Agency shall maintain an incident report Book/Complaint Book which will be made available to the supervisory staff of the Institute.
32. In the event of revision of rates by DG (R), Ministry of Defense, Government of India and DC Rate Kurukshetra, the same rates will accordingly be revised. The 'Onus' for producing the copy of notification of Government will be of the Agency.
33. The Company/Agency shall supply trained manpower. The Company/Agency shall also undertake at its own expense in consultation with the Institute, a continual updating of skills and processes and procedure to be followed by the Security Staff provided to the Institute by organizing suitable training schedules for them. The Company/ Agency shall also provide a tentative schedule plan for training its staff for one year. A proper record of the training of its staff/ shall be maintained by the Company/ Agency. The Company/

Agency will also include the training and updating skills of permanent security staff of Institute, if any, in consultation with the Security Officer of the Institute at no additional expense to the Institute. The Institute agrees to provide Space/Lecture Hall for such a training program. The Staff selected for deployment will compulsorily undergo onsite training for at least 03 day under Company/Agency's arrangements and expense.

34. Duration of the contract shall be 1 year (extendable upto 3 years) subject to half yearly appraisal and review by the Institute authorities and in case the jobs performed are not found to be satisfactory, the contract shall be terminated even before three months by giving notice of one month to this effect. However, the contract can also be terminated by giving a written notice of 30 days by either side. A record of every lapse, small or big, to be maintained by the Institute Authorities.
35. The Company/Agency shall in no case pay its employees less than the minimum mandatory rates of wages as applicable plus allowances. The payment should be made by cheque/bank transfer by 7th of every month and a record of that should be kept in a register which may be examined by the Institute at any time. In case the Company/Agency fails to make timely payments to its employees, or any employee of the Company/Agency reports to the Institute regarding non-payment of dues, the Institute on being satisfied of tile complaint shall pay the employees of the Company/Agency directly and suitable deductions shall be made from the amount to be paid to the Company/Agency. In case of ESI, EPF and Bonus the Company/Agency shall produce original challans / receipts to the Institute for verification & records within one month from the award of contract.
36. The security agency has to deposit the complete set of certificates of character, address proof duly certified and verified by Adrash Police Station Kurukshetra, related to the personnel to be verified and approved by the competent authority of the institute, as well as a photocopy of Discharge Certificate issued by the Military authorities as well as photocopies of Identity card issued to the Ex-Serviceman. No violation to this shall be permitted. Photo copies of the documents of each Security Supervisor / Security Guards and Gunman should be deposited in the Institute.
37. The Company shall have proper standard and procedures of recruitment and training. The company will provide a copy of Training Manual for inspection to NIT Kurukshetra authorities.
38. The last payment of the Company will be cleared only after ascertaining clearance of any liabilities pending with the Company.
39. The Security Guard should always be present and alert while on duty. Non availability of security Guard from the post or designated duty area will be treated as fault and will be liable for penalty.
40. The service provider will ensure Bio-metric arrangements for attendance of various security guards, Gunman and Supervisors on their own.
41. Any legal disputes will be subject to jurisdiction of Kurukshetra Courts only.
42. 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.

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	Gun Man having valid Gun Licence.	EX-Serviceman or Ex-CAPF personnel	Body Guard, Gate Operators
4	Lady Security Guard	Matriculation and above	For Girls Hostel and whenever if required at other place.
5	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	=	04
Gunman	09+02 =	11
Security Guards	105+18=	123
Computer Operator (CCTV Control Room Operator)	01 =	01
Total strength required	=	139

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

Detail of Uniform	Denomination	Authorised Quantity
Safari Suit	Nos	Two (For Supervisor and Gunman only)
Lady Guard Dress/Suit	Nos	Two (For Lady Guard 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
Shoes Black Leather	Pairs	Two
Lanyard	Nos	Two
Title Shoulders	Pairs	Two
Whistle	Nos	One
Lathee/Cane	Nos	One
Torch Case	Nos	One

Note :- In case DC rate Kurukshetra are applicable, then the service provider shall provide all these uniform and miscellaneous items to the security guards, Gun Man and Supervisors on their own and No deduction in lieu of this shall be made from the salary of the Security Guard, Gunman and Supervisors. Service Provider shall quote their rates accordingly.

SNo.	Place of Duty	Category of Manpower	Requirement for the Year 2015-2016	
1.	Supervisors/ Reserve supervisor	Security Supervisor	01 x 04	04
2.	Director 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	Security Guard	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	Guest House	Security Guard	01 x 03	03
25	Health Centre	Security Guard	01 x 03	03
26	Chief Warden Residence	Security Guard	01 x 01	01
27	Swimming Pool	Security Guard	01 x 03	03
28	Campus Patrolling -1	Security Guard	01 x 03	03
29	Campus Patrolling -2	Security Guard	01 x 03	03
30	Campus Patrolling -3	Security Guard	01 x 03	03
31	Multi Story Housing complex	Security Guard	01 x 03	03
32	Sports Complex	Security Guard	01 x 03	03
33	T Junction mode towards Mega Hostel	Security Guard	01 x 03	03
34	Back Side of cavery Bhawan	Security Guard	01 x 03	01
35	Faculty House	Security Guard	01 x 03	03
36	New Adm Block Parking	Security Guard	01 x 01	01
	Required Strength			119
	Rest reliever			20
	Total required strength including rest reliever			139