



# NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Web: [www.nitt.edu](http://www.nitt.edu)

Phone: 0431- 2504014

## e-Procurement Notice

1. Ref: NITT/Security/2021-22/03

Dated: 4.6.2021

Online tenders are hereby invited in **two cover system** from Indian Nationals for **Tender for outsourcing of Security Services to National Institute of Technology, Tiruchirappalli..**

Bidders can download complete set of bidding documents from e- procurement Platform <https://eprocure.gov.in/eprocure/app> from **4.6.2021 (3.00 PM)** onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through <https://eprocure.gov.in/eprocure/app>.

**Last Date/ Time for receipt of bids through e-procurement is: 28.6.2021(3.00PM)** (Server time).

Late bids shall not be accepted.

For further details regarding Tender Notification & Specifications please visit website:

<https://eprocure.gov.in/eprocure/app> and [www.nitt.edu](http://www.nitt.edu)

### CRITICAL DATE SHEET

<b>Published Date</b>	<b>4.6.2021 (3.00 PM)</b>
<b>Bid Document Download Start Date</b>	<b>4.6.2021 (3.00 PM)</b>
<b>Clarification Start Date</b>	<b>Not Applicable</b>
<b>Clarification End Date</b>	<b>Not Applicable</b>
<b>Pre bid meeting</b>	<b>14.6.2021 (3.00 PM)</b>
<b>Venue of Pre-bid Meeting</b>	<b>Through Online Ms-Teams</b>
<b>Bid Submission Start Date</b>	<b>4.6.2021 (6.00 PM)</b>
<b>Bid Submission End Date</b>	<b>28.6.2021(3.00PM)</b>
<b>Bid Opening Date(Technical)</b>	<b>29.6.2021 (3.30PM)</b>
<b>Bid Opening Date(Price)</b>	Will be announced after technical evaluation

This E-Tender is created and published as per the Recommendations and Approval of the respective Purchase Committee. For further queries / clarifications please contact the contact details available in Section III. BID Data Sheet (BDS).

# NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

**Security Officer**

**Web: [www.nitt.edu](http://www.nitt.edu)**

**Phone: 0431-2504014**



## Tender Document (e - Procurement)

Tender Notification No	:	<b>NITT/Security/2021-22/03</b>
Date	:	<b>3.6.2021</b>
Name of the Department	:	<b>Security Officer</b>
Name of the component	:	<b>Tender for outsourcing of Security Services to National Institute of Technology, Tiruchirappalli.</b>
Last Date & Time of submission of Tender	:	<b>28.6.2021(3.00PM)</b>
Address for submission of Tender	:	<b>THE DIRECTOR, NIT TIRUCHIRAPPALLI- 15</b> <b>KIND ATTENTION TO: Office of the Registrar</b>
Date & Time of opening of technical bid	:	<b>29.6.2021 (3.30PM)</b>



**NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI – 620015  
TAMIL NADU, INDIA**

**E-TENDER NOTICE FOR OUTSOURCING OF SECURITY SERVICES AT NATIONAL INSTITUTE OF  
TECHNOLOGY, TIRUCHIRAPPALLI**

<b>TENDER SUMMARY</b>	
Tender Reference Number and date	NITT/Security/2021-22/03 dated 04.06.2021
Brief Description of the Tender	Tender for outsourcing of Security Services to National Institute of Technology, Tiruchirappalli.
Type of tender	Two Bid System (E-Tender)
Website address for downloading the tender document	<a href="http://www.nitt.edu">www.nitt.edu</a> , <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> thru <b>Central Public Procurement Portal (CPPP)</b>
Earnest Money Deposit (EMD) (Refundable)	Not Applicable, but bidder shall submit Bid security declaration form which is enclosed along with tender document.
Date of Pre-bid meeting	<b>14.06.2021, at 11:30 a.m. (preferably online meeting)</b> (Venue: A11 Hall, Administrative Building, NITT)
Validity of Bid	Validity of Bid is 120 days.
Last date and time for receipt of tender	<b>28.06.2021, up to 03:00 p.m.</b>
Mode of submission of tender	E-Tender, thru online CPPP Portal.
Date, time of tender opening	<b>29.06.2021 at 03:30 p.m.,</b> (Venue: A11 Hall, Administrative Building)
Date and time of opening of Price bids	After the evaluation of technical bids, the schedule of opening of the Price bid will be intimated only to the technically qualified bidders.
Address for the submission of tender	The Director, National Institute of Technology, Tiruchirappalli-15, Tamil Nadu With the superscription " <b>Tender for outsourcing of Security Services &amp; Tender Reference No.NITT/Security/2021-22/03</b> dated 02.06.2021 (Tender to be submitted through online CPPP Portal)
Procedure for sealing and marking of bids	Technical and Price bids to be uploaded separately in the e-tender portal.
Contact Person for any queries related with this tender	Office of the Registrar, NIT, Tiruchirappalli – 620015, Phone: 0431–2504014, e-mail ID: <a href="mailto:so@nitt.nitt.edu">so@nitt.nitt.edu</a> .
Duration of the Contract	Initial Period of Contract shall be One year in which the first three months performance will be reviewed for extension of another nine months. Further extension shall be for two terms of one year each based on the satisfactory performance of the contractor, exigency situations on approval of competent authority.
Performance Security	<b>The Successful Bidder has to furnish Security Deposit equivalent to 3% of the Contract Value in the form of demand draft /Bank Guarantee drawn in favour of The Director, NITT. Alternatively, 50% can be furnished in the form of Demand Draft/BG and remaining 50% will be deducted in five equal installments of 10% each, in 5 months.</b>
Deed of Agreement is to be executed by the successful bidder on a non-judicial stamp paper of appropriate value in the prescribed format.	

**INDEX**

<b>S.No.</b>	<b>PARTICULARS</b>	<b>PAGE No.</b>
1	NOTICE INVITING TENDER	3
2	CHAPTER-1 PRE – QUALIFICATION CRITERIA	4
3	CHAPTER-2 TENDERING PROCESS	7
4	CHAPTER-3 PRE-BID MEETING	9
5	CHAPTER-4 INSTRUCTIONS REGARDING SEALING AND MARKING OF BIDS	10
6	CHAPTER-5 SCOPE OF WORK AND REQUIREMENT	13
7	CHAPTER-6 GENERAL TERMS AND CONDITIONS	19
8	CHAPTER -7 CONTRACT – SPECIFIC TERMS AND CONDITIONS	24
9	CHAPTER-8 LEGAL TERMS AND CONDITIONS	27
10	CHAPTER-9 FINANCIAL TERMS AND CONDITIONS	30
11	ANNEXURE-I FORMAT FOR SUBMITTING TECHNICAL BID	35
12	ANNEXURE-II FORMAT OF LETTER FOR PROVIDING SECURITY SERVICE IN NIT TIRUCHIRAPPALLI	42
13	ANNEXURE-III FORMAT OF LETTER ACCOMPANYING TECHNICAL BID	43
14	ANNEXURE-IV FORMAT FOR SUBMISSION OF PRICE BID	44
15	ANNEXURE- V PRICE BID UNDERTAKING	46
16	ANNEXURE – VI MANDATE FOR PAYMENT THROUGH NEFT/RTGS	47
17	ANNEXURE-VII UNDERTAKING LETTER BEFORE SUBMITTING THE BID	48
18	ANNEXURE-VIII DECLARATION REGARDING BLACKLISTING /DEBARRING FOR TAKING PART IN TENDER	49
19	ANNEXURE – IX DECLARATION REGARDING NON–PENALIZE/PUNISH FOR TAKING PART IN TENDER	50
20	ANNEXURE-X DECLARATION REGARDING NON–PENDING CRIMINAL CASE FOR TAKING PART IN TENDER	51
21	ANNEXURE XI DETAILS / PARTICULARS OF PERFORMANCE GRADING	52
22	ANNEXURE- XII CERTIFICATE FOR THE VEHICLE MILEAGE OF TWO WHEELER	53
23	ANNEXURE – XIII AFFIDAVIT – EPF	54
24	ANNEXURE – XIV AFFIDAVIT – ESI	55
25	ANNEXURE – XV UTILIZATION CERTIFICATE	61
26	ANNEXURE – XVI UNDERTAKING LETTER	63
27	ANNEXURE – XVII DRAFT AGREEMENT	65
28	CHECKLIST AND IMPORTANT DATES FOR BIDDERS	75
29	NOTE/INSTRUCTIONS FOR BIDDERS	76

## NOTICE INVITING TENDER

**Tender Notification No.:** NITT/Security/2021-22/03 dated 02.06.2021

E-Tender under two bid system is invited from Professional/Reputed Security Agencies for “Outsourcing of 24/7 Security Services, Quick Response Team (QRT), LMV/HMV Drivers, Intelligence Services, Emergency Services, Parking Management, Crowd Management, Crisis Management, Centralized CCTV Monitoring system and other Security Related Services including Manpower, Machines, Gadgets, Vehicles, Supervisory Staff, Protective Items etc., in the Campus of National Institute of Technology, Tiruchirappalli (NITT)”. The bidder should have appropriate resources, necessary expertise, requisite manpower, proper co-ordination and supervisory skill and ability to undertake the work. The details and the essential conditions are stated below:

S.No	Category	Shift – I 6 a.m. to 2 p.m.	Shift – II 2 p.m. to 10 p.m.	Shift – III 10 p.m. to 6 a.m. (Next Day)
1	Shift In-charge Ex-Servicemen	01	01	01
2	Security Guards Ex-Servicemen	11	11	11
3	Security Guards Civilian	49	48	49
4	Lady Guards Civilian	05	05	05
<b>Total Requirement per shift</b>		<b>66</b>	<b>65</b>	<b>66</b>
<b>Chief Supervisor</b>		<b>01</b> <b>(Number of duty should be six per week and the one day has to be provided as weekly off )</b>		

**ESSENTIAL CONDITIONS:**

1. Security Guards should be given physical exercises and training for at least 15 minutes daily to maintain the Physical fitness and Security activities.
2. The security personnel should be deployed in three shifts per day (8 hours per shift) and no person should be forced to work continuously for more than 8 hours per day at any cost. Continuous deployment/overtime for more than 8 hours/double duties are not allowed.
3. No person should be forced to work for more than six duties continuously in a week and the contracting agency should recruit sufficient number of manpower in connection with the provision of weekly off for all personals. The contractor should provide the Security Guards/Shift In-Charge on all days that include Saturday, Sunday and Public Holidays. 10% of the work force must have knowledge of driving light/medium/heavy vehicles with driving license.

**Note: NITT reserves the right to increase or decrease the number of security guards and supervisor as per the realistic requirement during the execution of contract.**

NITT reserves the right to go for multiple contracts for providing contract Security Services if a single agency is unable to supply the required Manpower either at the beginning or in between the contract period.  
THE SELECTED AGENCY SHOULD BE IN A POSITION TO COMMENCE THEIR SECURITY SERVICES WITHIN ONE MONTH FROM THE DATE OF AWARD OF CONTRACT.

NITT RESERVES THE RIGHT TO CANCEL THE ENTIRE TENDER PROCESS WITHOUT GIVING ANY ADVANCE NOTICE AND ASSIGNING ANY REASON AT ANY TIME.

## **CHAPTER 1: PRE – QUALIFICATION CRITERIA**

- 1.1 The Security Agency should possess all valid Statutory Registration/Approvals/License/Permit for running Security Service Agency i.e., the Agency should have registered with the Central Labour Commissioner, Income Tax Department, Employees Provident Fund Organization, Employees State Insurance and Service Tax Authorities. Further the Security Agency shall be a registered contractor under Contract Labour (Regulation and Abolition) Act, 1970. **The Security Agency should be registered with the “Shram Suvidha Portal” with a valid LIN number of the agency.**

The Security Agency should possess ISO Certifications such as : 9001:2008 , 14001:2015 , 27001:2013 , ISO 18788:2015 and OSHAS 18001:2007.

- 1.2 The Average Annual Turnover of the Security Agency in the last three Financial Years (2017-2018,2018-2019 & 2019-2020) should be 7.50 Crores and above. The Copies of the Audited Balance sheet and Profit and Loss Account duly certified the Chartered Accountant to be submitted.

The bidders should not have incurred any loss in the above three financial years.

The minimum working capital shall be 8.0 Lakhs in the preceding financial year 2019-2020.

The copies of Annual Accounts (Including Balance Sheets, Profit & Loss Account Audited for Financial Years; 2017-2018,2018-2019 & 2019-2020 to be furnished. The year in which No Turnover is shown would also be considered for working out the Average Turnover.

- 1.3 The Bidder should have successfully completed **Similar type of works** during last 5 years ending 31<sup>st</sup> May 2021 should be any of the following criteria:

- 1.3.1 Should have successfully completed at least three work orders totaling to Rs.7.50 Crores and above in CFTI Institute (For CFTI institute refer Ministry of Education Website), wherein the number of Security Guards deployed not less than 150 in a single work order.

OR

- 1.3.2 Should have successfully completed at least two work orders totaling to Rs.8.50 Crores and above in CFTI Institute (For CFTI institute refer Ministry Of Education Website), wherein the number of Security Guards deployed not less than 200 in a single work order.

OR

- 1.3.3 Should have successfully completed at least one work order valuing Rs.10.50 Crores and above in CFTI Institute (For CFTI institute refer Ministry Of Education Website), wherein the number of Security Guards deployed not less than 250 in a single work order.

Copies of work orders along with completion certificates to be submitted towards experience proof.

**Definition of Similar work: Providing of security services to** renowned Educational Institutions such as IIT's, NIT's that falls under the “CFTI” Category. Please refer “Ministry of Education website for Institutions fall in under the category “CFTI”

- 1.4 Performance Certification: The bidder's performance for each work completed in the last three years should be certified by the responsible official from the concerned service receiver for whom similar security service was provided. Refer Annexure :XII.
- 1.5 The agency should possess (PSARA) license from the Tamil Nadu State Government appropriate authority under the Private Security Agencies (Regulation) Act, 2005 (PSARA). In addition, the Agency should have active (PSARA) license with at least Five States / UTs of India and copies of certificates should be uploaded.  
The bidder should have a well-established set up or should be ready to open the Branch office within the radius of 70 km from NIT -Tiruchirappalli.
- 1.6 The security agency should possess Labour License for running security services which should be active as on date.
- 1.7 The agency must have valid security service license from the Home Department of the respective State Govt.
- 1.8 Ultra-High Frequency Walkie-Talkies License: The Agencies should have necessary valid operating license for Ultra High Frequency walkie-talkie in Tiruchirappalli (Tamil Nadu). The valid operating license of Ultra High Frequency walkie-talkie must be of 10 numbers of Wireless communication sets for operating in the NIT Tiruchirappalli Campus only. (Portable two-way radio transceiver).
- 1.9 Ability to provide additional security: The agency must have the ability to provide additional Sixty (60) security guards at short notice period, on the same terms and condition. The additional security guards irrespective of their gender & designation & time duration hired for the above mentioned any activity will get only their minimum wages and the agency will get his service charge only which is mentioned in the price bid of the tender document.
- 1.10 Ability to pay three months monthly payment and all statutory dues of security personnel's deployed in the NIT Tiruchirappalli Campus:- The agency must have the financial ability to pay the monthly wages of the security personals and all other necessary statutory dues to his deployed man power in the NIT Tiruchirappalli Campus for a minimum period of three months in the event of delay in the release of payment from the NITT due to any administrative / technical reason(s).
- 1.11 The agency must be able to pay to all the manpower deployed under the contract and the payment of minimum wages, and all other statutory dues in first week of consecutive month without waiting for the release of payment from the institute.
- 1.12 Ability to set up security office in NITT Campus @ free of cost within one week from the date of award of contract .The selected agency has to set up his own security office in the NITT Campus by displaying his/company's name plate along with the company's officialdom and officiating authority/officers/managers in their HQ branch/head/zonal office with land line telephone number, mobile numbers, e-mail.id etc.,
- 1.13 The Institute (NITT) will provide an unfurnished office room with electricity & water at the main gate of the Institute @ free of cost. The security office requires being operational @ 24x7 or 365 days basis. All the necessary requisition, instructions, information and message of the NITT authorities, students & communities should receive positively without any delay and react as per the requirement and instruction given by the Security Officer.
- 1.14 The selected agency's security office must be equipped with his own Land line telephone, Broadband Internet connection, Computer, printer, Web Camera; stationary and 05 Mobile Phone under CUG. The Mobile Phone must be with Active SIM & the SIM card must be in the name of Agency/Company. The agency has to provide all the UAN and other

labour welfare, labour social security & labour complies information to the deployed security force and Security Officer of the institute from time to time in the way of printout.

- 1.15 EMERGENCY CELL/QUICK RESPONSE TEAM (QRT)/MONITORING CCTV SYSTEM: The Contractor shall create an Emergency Cell/Quick Response Team with 24/7 contact numbers in order to attend to the round the clock (24/7) calls for all types of Security needs and other miscellaneous works as per the requirement from the various units/sections/offices of the Institute.
- 1.16 The Contractor should arrange QRT vehicles with all modern communication devices as well as still & video cameras to record various events as per directions and needs of emergency. The Contractor shall deploy one Male Guard well-versed in manning CCTV Monitoring Systems for 3 shifts 24/7 basis who may be equipped with Walkie-Talkies/mobile phones and other such communication equipment's that have to be arranged by the Contractor for contacting the QRT and Emergency Cells in need of emergency by the CCTV manning personnel.
- 1.17 As a proof of financial capability, the bidder should furnish a **Solvency Certificate issued only by a Nationalized Bank/ Scheduled Commercial Bank** in favour of "The Director, NITT" for a minimum amount of Rs. 50 Lakhs.

## CHAPTER 2: TENDERING PROCESS

- 2.1 The tender document and terms and conditions can be downloaded from E-tender CPPP Portal and also from Institute website [www.nitt.edu](http://www.nitt.edu) under tenders and notices link.
- 2.2 The e-bid should be submitted on or before 28.06.2021 **up to 03:00 p.m.** through online CPPP Portal . The bids submitted in hard copy by post/ courier/ Hand shall not be acceptable.
- 2.3 The Bidders are advised to study the tender document thoroughly. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. In case of doubt, written clarifications shall be obtained, but this shall not be a justification for late submission of the bid or request for extension of due date. Offers should strictly be in accordance with the tender terms & conditions and our specifications.
- 2.4 No conditional / optional bid shall be accepted and the bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of Bids. Any deviation from the terms and conditions of this tender may render the bids liable for rejection.
- 2.5 If in any case, unscheduled holiday occurs on prescribed closing/opening date, the next working day shall be the prescribed date of closing/opening.
- 2.6 NITT shall not take any responsibility for any process of delay in submission of the offer. Tender should be properly uploaded online before due date and time.
- 2.7 The offers submitted by Post/Telex/Telegram/Fax/E-mail etc., shall not be accepted and will be summarily rejected.
- 2.8 The Technical Bid will be opened on the scheduled date and time electronically through CPPP Portal (**Date: 29.06.2021 at 3.30 p.m.**, Venue: (A-11 Hall, Administrative Building, NIT Trichy) in the presence of the bidders or their authorized representatives if required, who choose to be present at the time of opening.
- 2.9 **All pages of the tender document should be digitally signed by the person or persons duly authorized to sign, on behalf of the bidder No paper/page shall be detached and No addition or alternation should be made in the tender document.**
- 2.10 Printed condition at the back of the letter or bid from the tenderer will be ignored. If the bidders desire to have any clarification regarding the conditions of the tender, the tenderer should raise such issues at the pre-bid meeting. NITT reserves the right to revise the terms and conditions of the tender after the pre-bid meeting.
- 2.11 Offers should be clearly written or typed without any cutting or over writing. All cutting/over writing must be initialed and stamped. Bidders must confirm the acceptance of all the terms and conditions of the tender.
- 2.12 Making misleading or false representation in the bid document will lead to disqualification of the bidder resulting in forfeiture SD amount and putting on holiday etc. as per provisions of contract.

### **CHAPTER 3: PRE – BID MEETING**

- 3.1 It is proposed to conduct a Pre – Bid meeting on 14.06.2021 at 3.00 PM. **Preferably online meeting through MS Teams shall be scheduled.** The date and time of meeting shall be informed to the responded bidders through e-mail. The purpose of the meeting is to offer any clarifications raised by the prospective bidders on technical bid and commercial terms and conditions of this tender. As per Govt.of India OM dt.12.11.2020 relating to submission of EMD and other conditions, the defaulted bidders will be suspended for a period of two years and all other terms and conditions shall be stipulated as per bid security declaration.
- 3.2 In view of the above, prospective bidders are advised to submit their doubts/questions/clarifications, if any, through e-mail, (e-mail ID: so@nitt.edu) before the date of Pre–Bid meeting.
- 3.3 Any modification of the bidding documents which may become necessary as a result of the Pre–Bid meeting shall be made known to all the prospective bidders by the Selection Committee through a notification of amendment in the website of the NITT. No clarifications will be entertained after the pre-bid meeting. No extension of time will be given for submission of tender on any account, beyond the last date for submission of tender.

## **CHAPTER 4: INSTRUCTIONS REGARDING SUBMISSION OF E-TENDER**

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/e-procure/app>.

1. Possession of valid Digital Signature Certificate (DSC) and enrollment / registration of the contractors / bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
2. Bidder should register for the enrollment in the e-Procurement site using the "Online Bidder Enrollment" option available on the home page. Portal enrollment is generally free of charge. During enrollment / registration, the bidders should provide only valid and true information including valid E-mail id. All the correspondence shall be made directly with the contractors/bidders through E-mail id as registered.
3. Bidder need to login to the site through their user ID / password chosen during enrollment / registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY / TCS / nCode / eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken / Smartcard, should be registered.
5. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
6. Contractor / Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
8. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
9. Bidder may log in to the site through the secured login by the user id / password chosen during enrolment / registration and then by submitting the password of the e-Token / Smartcard to access DSC.
10. Bidder may select the tender in which he / she is interested in by using the search option and then move it to the 'my tenders' folder.
11. From my tender folder, he / she may select the tender to view all the details uploaded there.
12. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and ordinarily it shall be in PDF /xls / rar / jpg / dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip / rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.

14. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "My Space option" and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

15. Bidder should submit the Tender Fee / EMD as specified in the tender. The hard copy should be posted / couriered / given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.

16. The bidder has to select the payment option as offline to pay the Tender FEE / EMD as applicable and enter details of the instruments.

17. The details of the DD / any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.

18. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.

19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.

20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.

#### **PRICE BID**

21. If the price bid format is provided in a spread sheet file like BoQ\_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid / BOQ template shall not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.

22. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.

23. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.

#### **EVIDENCE FOR ONLINE BID SUBMISSION**

24. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.

25. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.

26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

27. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.

28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

29. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Parallely for any further queries, the bidders are advised to contact over phone: **1-800-233-7315, 0120-4001005** or send an E-mail to [cppp-nic@nic.in](mailto:cppp-nic@nic.in).

## **CHAPTER 5: SCOPE OF WORK AND REQUIREMENT**

The selection process of Guards will consist of physical/written/oral test by NITT through the selected contract agency. The physical test will consist of running, long jump and as decided by the NITT administration. Written test will consist of Basic English, Tamil, Mathematics and as decided by the NITT administration. The selection of security guard will be carried out by the competent authority in the presence of NITT official/NITT authorized personnel.

The scope of work also includes induction, deployment of trained security personnel, constant monitoring of check posts, survey, surprise checks, reviewing and reporting security matters to the concerned NITT Administrative Authority, handling all security requirements of the institute Independently & recommending measures to improve the security arrangements.

5.1 The scope of this tender is for providing effective & efficient round the clock security services at NITT and its other premises and involves jobs such as:

- 1) Watch & Ward
- 2) To provide complete security for the life and property of the residents of the campus and assets of the National Institute of Technology Tiruchirappalli/ Stakeholders of NITT.
- 3) To take proper steps to ensure full safety and security of all the employees and NITT property including residential premises.
- 4) Prevention of theft, loss and damage to NITT property.
- 5) Ensuring the safety of movable and immovable properties of NITT.
- 6) Check for pilferage and implement anti-theft measures of the Institute property.
- 7) To gather intelligence inputs & share vital information related to the rules & regulations of the Institute.
- 8) To perform Quick Reaction Team (QRT) role and establish QRT command control room.
- 9) To ensure that no unauthorized person enters the Institute premises and creates any kind of disturbance.
- 10) Regulating the entry, parking, and exit of vehicles.
- 11) Crowd management during Institute functions like Convocation or other large gatherings.
- 12) Preventing unauthorized people and vehicles from entering the campus.
- 13) To guard against thefts, pilferage, fire and any other damage to the property of the institute including protecting the institute and its personnel against terrorist/rioters/saboteurs/calamities etc.,
- 14) To monitor and check vehicular traffic at the gate, inside the institute and in residential complex.
- 15) To regulate traffic at vital junctions and implement traffic rules inside the campus.
- 16) To carry out search of staff and vehicles of the institute as directed from time to time.
- 17) To guard and escort VVIP/VIP/Visitors inside the campus and department.
- 18) To provide personal security to the Director, Deputy Director, Registrar, Deans and Guests of the institute as and when desired.
- 19) To guard and escort visitors inside the institute, when required, after completing necessary formalities.
- 20) Regulating the entry and exit of materials.

- 21) To control the movement of goods inside and outside the institute and monitor loading and unloading of the materials within the institute premises.
- 22) Check and maintain the record of all out going materials through the main gate and other gates through gate pass duly signed by the authorized officers of the concerned department/section.
- 23) To maintain records of incoming and outgoing vehicles whenever applicable and regulate them in consultation with the officer in-charge security.
- 24) Frisking of daily/casual labours entering inside the campus. Female security guards to be deployed for frisking of female students/female staff if and when required.
- 25) To check/search/control staffs engaged by the contractor or person having business within the NITT Campus.
- 26) Patrolling the campus on a regular basis.
- 27) To man the static posts and patrolling beats, covering all the strategic points and vulnerable areas. The posts and beats will be fixed in consultation with the NITT administration.
- 28) The security personnel assigned duties at the NITT, should deal with staffs, students and visitors, politely and courteously.
- 29) To safeguard the life of the residents of the campus and the property of NITT from stray animals.
- 30) Regular checking of all the office rooms, switching off lights, fans, power points, air conditioners, etc.
- 31) Maintaining the key register and ensuring the safe custody of keys.
- 32) Ensure proper locking/unlocking of all the doors and windows of all the offices and departments and report to the concerned NITT officer, if any door is not locked after the office hours.
- 33) Attending telephone calls, when office is closed and keeping record of telephonic calls, messages and communications, as and when required.
- 34) To restrict unauthorized persons, except the staff members, in the guarded (Departments, Laboratories, Main Building) area unless there is due permission of the competent authority.
- 35) To maintain complete record of visitors to the main building, department, office and at all entry gates.
- 36) To report unusual events in suspicious circumstances occurring in the Institute premises, to the officer in-charge security.
- 37) To monitor, operate and coordinate the surveillance system (CCTV) installed at the NITT Premises.
- 38) To escort cash/ property from one location to another, as and when demanded by the NITT.
- 39) To make foolproof arrangements in the prevention of loss by fire and ensure 100% serviceability and roadworthiness of fire equipment and fire tenders in coordination with the institute's maintenance department.
- 40) Mobilizing security guards to extinguish fire when incidents of fire occur in the campus.
- 41) Be conversant with the location of fire alarm switches, fire hydrants and fire extinguishers and operate them at times of need and assist the fire brigade in their operation.
- 42) To coordinate with the local police authorities/Fire officials/Municipal Officials/Civil Hospitals, as and when necessary for the efficient discharge of duties by the security personnel.
- 43) To render First Aid Services and support in managing any crisis or calamities.
- 44) To conduct regular exercises in firefighting and first aid for the institute employees.

- 45) To frame suitable security work practices and code of conduct in consultation with the NITT administration.
  - 46) To carry out National flag ceremonial parade on a regular basis and according to the schedule.
  - 47) To carry out Jan 26 & Aug 15 ceremonial parades for the institute.
  - 48) To provide one security guard (Ex-serviceman) in full ceremonial uniform at the Director office.
  - 49) To provide additional security guard in full ceremonial uniform for any VVIP/VIP visit.
  - 50) To provide sufficient number of security guards/supervisors as required from time to time managing the security requirements at the workplace round the clock.
  - 51) To maintain good liaison with the local police and provide information of intelligence value.
  - 52) To carry out other tasks allotted by the NITT management in the interest of institute security.
  - 53) To carry out perimeter and link patrolling in and around the institute & submit weekly perimeter report to the security office.
  - 54) To check & report the function ability of street lights.
  - 55) The entire security personnel should be thoroughly trained in security duties, first aid, firefighting and the institute may examine their proficiency. The service provider should also undertake to carry out regular drill and parade for its personnel.
  - 56) During the time of any Conferences, VIP Visits, Special Events, Functions etc., the contractor or its representative will have to coordinate the whole event and would be responsible for any untoward incidents. The security agency should work in tandem with the NITT administration.
  - 57) To drive the institute vehicle (LMV and HMV), as and when required.
  - 58) The security agency shall be responsible for safeguarding the NITT properties, fixture, furniture, vehicle, wings, store yards, stores, etc., and shall be liable to reimburse any financial loss incurred by NITT arising out of theft/pilferage, carelessness and negligence of duty or dishonesty or connivance of the security agency's personnel with others causing any loss to NITT. This will be recovered at market rate prevailing at the relevant time.
  - 59) Any works/duties that are not specifically defined in this scope of work & document and entrusted by the Competent Authority /Security Officials to the personnel engaged by the Bidder, the Bidder is liable to get all such works done as directed by the Competent Authority/ Security Officials. The right to define and interpret the nature of work lies with the Competent Authority of NITT and the Bidder will have no right to question the authenticity of these rights and shall have to complete the works as specified without delay & these works will be carried out by the workman engaged by the Bidder.
  - 60) Crisis management in case of any emergency situations.
  - 61) The security services should be provided in three shifts per day as detailed below:  
  
Shift-I – 6 a.m. to 2 p.m.  
  
Shift-II – 2 p.m. to 10 p.m.  
  
Shift-III – 10 p.m. to 6 a.m. (Next day).
- NITT reserves the right to alter the shift timings according to the institute administrative and technical requirements.
- No security guard should be allowed to perform double duty and not more than 26 shifts per month.

The Vehicles provided by the Security Agency shall compulsorily be in reasonably good condition/preferably brand new (not more than five years old), so as to ensure efficient service.

The Security Agency has to ensure that the four-wheel drive vehicle/jeep deployed for patrolling duty & QRT duty.

Each vehicle (both 4-wheel drive and 2-wheel drive) must cover minimum 20 km/per shift within the Institute campus and for Security round & patrolling & for Guard Check.

For the mileage covered over and above, outside the jurisdiction of NITT, for any duty, that such situation arises (with the permission of competent authority), the Institute shall pay as per the mileage of the vehicle @ rate of fuel/litre. The agency should submit a mileage certificate from a reputed vehicle agency/dealer under the dealer's letter head.

The four wheeler & two wheeler being out of order for more than one day will attract penalty of Rs. 500/- Per Shift. All patrolling vehicles should run minimum of 20 km/shift, however NITT will not do any reimbursement on account of vehicles usage. The vehicle usage record will be submitted to the NITT administrative authorities on daily basis.

**For running the vehicle 20 km/per shift, no fuel charges will be paid. (This should be included in the service charges)**

62. The following documents will be maintained by the unit in charge security

1. Daily Attendance Register
2. Guard Checking Register
3. Daily orders Briefing Register
4. Roll Call Register
5. Beat book for every post
6. Duty/Occurrence Register
7. Daily perimeter Report
8. Vehicles IN/OUT Register
9. Material IN/OUT Register
10. Keys Register
11. Charge Handing /Taking over Register
12. Visitor Register
13. Daily Progress Report /Situation Report Forms
14. Contractor Labour movements register

Note: These Register/Stationery will be provided by the outsourced security agency.

These documents will be put up for verification on daily basis to NITT administration.

- 5.2 **The Institute will require the Agency to provide Security Guards who are required to perform the duty of driving the Heavy / Light vehicles of the Institute. No separate allowances will be paid for the driver duty.**

- 5.3 **Ability to provide Four wheeler vehicle (security van) for checking of security guards in NITT campus:** The Agency should be able to provide round the clock (24x7), security van equipped with Loud speaker and personnel with requisite training and license of physical security, security of the assets, security of the building or apartment, personnel security , household security, firefighting, crowd control, Identification of improvised explosive devices, First-Aid, Crisis response and disaster management, defensive driving ( compulsory for the driver of Vehicle and optional for others), handling and operation of non-prohibited weapons and firearms, rudimentary knowledge of Indian Penal Code special on right of private defence, procedure for lodging first information report in the Police Station, Arms Act (only operative sections) and Explosive Act (operative sections), badges of rank in police and military forces, Identification of different types of arms in use by public and Police, use of security equipment's and devices (for example; security, alarms and screening equipments); and leadership and management (for Supervisors only), examining identification papers including identity cards, passports and smart cards.
- 5.4 **Ability to depute company's dedicated Field/Area officer in the NITT Campus:** The selected agency should depute/detail the company's dedicated Field/Area officer in the NITT campus for sorting out the issues arising and related to Security Services provided by the agency and play the liaison officer between the agency and the NITT administration. Every 15 days the Field/Area officer should visit the NITT authorities and campus.
- 5.5 No person who has been convicted by a competent court/who has been dismissed or removed on grounds of misconduct or moral turpitude while serving in any of the armed forces of the Union, State/Union Territory police organization, Central or State Governments or in any private security agency shall be employed or engaged as a private security guard or supervisor.
- 5.6 Essential qualification for the Security Guards:
- 5.6.1 Minimum educational qualification of 12<sup>th</sup> Standard or equivalent for Civilian and 10<sup>th</sup> standard(pass) for Ex-Servicemen. It is desirable that some of the guards so recruited shall have a valid Light/ medium/Heavy vehicle driving license.
- 5.6.2 Age should be in the range of 25 – 45 for Civilians and 40 – 55 for Ex-servicemen. However 25 % of the Ex-Serviceman in any shift between 55 to 60 years of age can be deployed.
- 5.6.3 Be healthy (medically fit), smart with good physical bearing with at least 165 cm height and 80 cm chest measurements. (Except Hill tribes)
- 5.6.4 Be trained in handling standard firefighting equipment. The agencies should have ability to provide well trained security Guard/Security supervising staff having the good practical as well as theoretical knowledge to identify, handle and operates the firefighting extinguishers and control the fire.
- 5.6.5 Be able to maintain documents as per the security guidelines and the instructions of the staff of NITT administration.
- 5.6.6 Should have knowledge in First Aid/Driving of vehicles/Handling wireless equipment with License/Modern Security Gadgets etc.
- 5.6.7 All Security Guards posted must be able to communicate in English of which at least 30% of the guards must be able to communicate in Tamil. At least 10% of the Security Guards should be able to communicate in Hindi.
- 5.6.8 They should preferably have work experience for at least 2 years in security assignments in the Institutions like NIT's, IIT's, etc or similar establishments/ organizations.
- 5.6.9 NITT reserve the right to relax or remove any/all the above conditions.
- 5.7 Essential qualification for the Security Shift In-charge and Security Supervisor:

- 5.7.1 Ex–Serviceman not below the rank of JCO.
  - 5.7.2 Minimum educational qualification of any Bachelor Degree.
  - 5.7.3 Age should be in the range of 40 – 55.
  - 5.7.4 Ex–Servicemen with work experience of at least 10 years in Military/Paramilitary forces.
- 5.8 NITT reserves the right to increase or decrease the number of Security Guards and the ratio of Ex–Servicemen and Civilians as per the realistic requirement.
- 5.9 In case the service is not found to be satisfactory, the contract shall be terminated by NITT at any time, by giving notice of one month to this effect. However, the contract can be stopped by giving a written advance notice of 3 months by the contract agency.
- 5.10 A record of every lapse by the security agency or its personnel, small or big, observed/ noticed by the NITT authorities should be reviewed periodically with the representative of the security agency and NITT administration.
- The action taken thereof against the security agency or its personnel should be complied and recorded.
- 5.11 No employee of the Agency shall work for more than 26 days in a month or as specified by Labour Laws. Without prior approval of the NITT, no employee of the agency shall be deployed over time. No overtime wages will be paid by the NITT.
- 5.12 No Security Guard who has performed duty during night shift should be deployed for duty immediately in the following day-shift of the next day. Continuous overtime/deployment for more than 8 hours/double duty is not allowed.
- 5.13 Agency should abide by all laws of the land including, Labour Laws (ESI, EPF, Bonus, Income Tax or any other extra taxes levied by the Government) Companies Act, GST and TAX Deduction liabilities, as and when repealed and re-enacted/ amended from time to time. Welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus should be the exclusive responsibility of the Agency, and the agency should not involve the NITT in any way what-so-ever.
- 5.14 If the security personnel come to know any unwarranted activities by outsiders, it should be brought to notice of NITT. The security personnel should continue to work according to the directions of NITT Administration.
- 5.15 Security personnel shall refrain from using slang or profanity in conversation at any time while in and around NITT, whether on or off duty. They should bear in mind that their conduct is at all times a direct reflection on themselves. Abuse, disrespect or insulting actions toward fellow workers/ NITT community /others within the campus will attract suitable action.

## **CHAPTER 6: GENERAL TERMS AND CONDITIONS**

In this general condition of contract, the following terms shall have the meaning hereby assign to have, except shall the context otherwise requires

- 6.1 The "Contract" means the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to the contract. All these documents as applicable taken together shall be deemed to Form the contract and shall be complimentary to one another.
- 6.2 The "Contractor" means the individual, firm or company whether incorporated or not and shall include the legal representatives of such individuals around composing the firm or company or the successors of the firm or company and the assigns of such individual or firm or company and includes term "agency" referred to in the contract. National Institute of Technology, Tiruchirappalli hereinafter referred to as NITT shall mean the Board of Directors, Chairman, Director, or as other Administrative Officer of the NITT including any competent officer authorized to invite tenders and enter into contract for works on behalf of NITT"
- 6.3 **'Work to be carried out'**  
The Contract shall include all labour and materials, tools and machinery which may be required for the execution of the work. The contractor/agency shall be deemed to have satisfied himself/herself as to the nature of the work, facility of access and all materials affecting the execution of the work. No extra charges consequent on any misunderstanding in these aspects or otherwise will be allowed.
- 6.4 **'Deviations'**  
The Contractor shall not carry out any work not covered under this contract expected in pursuance of the written instructions by the Director of National Institute of Technology, Trichy or anybody authorized by the Director of National Institute of Technology, Trichy.
- 6.5. The assignment of Transfer of Contract**  
The Contractor shall not without the prior written approval of the Director of National Institute of Technology, Tiruchirappalli or anybody authorized by the Director assign or transfer the contract or any part thereof or any share or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person other than the contractor unless the prior written approval of the National Institute of Technology to the assignment or transfer of such money is given.
- 6.6. Sub-Contract:**  
The Contractor shall not sublet or license or otherwise any portion of the contract without the prior written approval of National Institute of Technology.
- 6.7 The bidder shall not be allowed to transfer, assign, or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NITT.
- 6.8 The agency should maintain and if necessary submit to the NITT for inspection on demand the records such as Muster roll, Payment register, etc.,
- 6.9 The bidding agency will be bound by the details furnished by them to NITT, while submitting the bid or at subsequent stage. In case, if, any of such document/s furnished by the firm is found to be false, it would amount to breach of terms of contract and the agency is liable for **LEGAL ACTION** besides termination of contract.
- 6.10 The bidder should ensure that the security personnel deployed at NITT conforms to the STANDARDS prescribed in the Tender Document.

- 6.11 The successful bidder should furnish the following documents in respect of each security personnel to be deployed at NITT, before the commencement of contract.
- 6.11.1 List of trained security personnel identified by the agency for the deployment at NITT, with Bio-data i.e. date of birth, age, qualification, address etc.,
  - 6.11.2 Character certificate from a Gazette Officer of the Central/State Government.
  - 6.11.3 Certificate of verification of antecedents of persons by local police authority.
- 6.12 In case, the personnel employed by the successful bidder commits any act of Omission/Commission that amounts to Misconduct/Indiscipline/Incompetence/Security risks, the selected agency shall take appropriate disciplinary action against such personnel immediately when such instances are brought to the notice of the Agency, failing which it would amount to breach of contract and may lead to termination of contract.
- 6.13 The selected agency should provide identity cards to the personnel deployed at the NITT having the photograph of the personnel and personal information such as name, designation, address and identification mark etc., attested by the Security officer at the NITT.
- 6.14 The selected agency should ensure that any information related to Research, Operational process, Technical know-how, Security Arrangements and Administrative/Organizational matters are not divulged or disclosed to any person by their personnel deployed at the NITT.
- 6.15 The selected agency should ensure proper conduct of its personnel at NITT campus, and shall also ensure that, none of the employee will join/perform duty after consuming of Alcohol/Smoking/Chewing of tobacco while on duty.
- 6.16 The selected agency should designate/deploy a field officer at its own cost who would regularly interact with officers of the NITT, so that better co-ordination, services and utilization of optimal manpower deployment could be addressed.
- 6.17 The selected agency should immediately provide replacement for any Security Guard(s)/Shift In-Charge who is (are) absent and ensure that as far as possible no designated post is left vacant in any shift. In case the agency fails to provide replacement within three working days appropriate penalty will be levied as provided in the terms and conditions of contract.
- 6.18 NITT is not liable at any stage to provide accommodation, transport, food, medical and any other requirement of their personnel deployed at the NITT. However, electricity for office of the security agency shall be provided free of cost.
- 6.19 Payment of bills will be made to the contractor on a monthly basis as per actual services. The contractor has to submit invoices/bills by the third week of the next month for the services rendered in the preceding month along with ESI/EPF/Service Tax/GST challans, as applicable, pertaining to that month. Attendance records as per Bio-metric attendance recording system should be furnished with the invoice.
- 6.20 Out of total Guard to be deployed at the Institute under the agreement, at least 80% Staff should be from trained civilian and 20% should be from Ex-Military/Para-military/Police Force. In no case the ratio will be altered without the consent of the Institute. Otherwise a penalty @Rs.200/- per security personnel per day will be imposed.

The Institute will have liberty to change this ratio, if the Institute consider this change necessary for better security. In addition, the Institute will have liberty to increase/ decrease the total number of Guards by giving at least one week's notice to the Company/Agency/Contractor.

Only for the purpose of fulfilling Ex-serviceman category, Ex-Military/Para-military/Police Force personnel will be counted as ex-serviceman, but No DGR payment will be made to any individual.

6.21 Service Provider should install their own Biometric Attendance System (Face recognition) for proper attendance along with computers and other required peripherals. At the end of month attendance to be submit before concern office of the Security Officer for verification.

**6.22 Desired Profile of Manpower:**

The Service Provider will provide Officers, Supervisors and Guards and other personnel as per the following profile:

Profile/Category	Security Guards (Men)	Security Guards (Ex-Servicemen)	Supervisors & Unit Supervisor	Security Guards (Lady)
Rank	Civilian	Ex-Serviceman up to the rank of Havildar	Ex-Serviceman of the rank of Naib Subedar and above	Civilian
Height	Min 165 Cms	Min 165 Cms	Min 165 Cms	Min 152 Cms
Character	Exemplary	Exemplary	Exemplary	Exemplary
Medical Category	AYE-SHAPE 1	AYE-SHAPE 1	AYE-SHAPE 1	AYE-SHAPE 1
Vision	Normal (6/6)	Normal (6/6)	Normal (6/6)	Normal (6/6)
Physique	Good	Good	Good	Good
Age Limit	Below 45 yrs	Below 55 yrs	Below 55 yrs	Below 40 yrs
Education	+2 or Equivalent	Minimum 10 <sup>th</sup> Pass	Preferably Graduate	+2 or Equivalent
Languages Known	Tamil , English & Hindi	Tamil, English & Hindi	Tamil, English & Hindi	Tamil & English
Industrial Experience	Minimum 2 yrs. in any Academic Institutions	10 yrs. in Defense	10 yrs in Defense	Minimum 2 yrs. in any Academic Institutions
Police Verification	Must	Must	Must	Must
However, 25 % of the Ex-Serviceman in any shift between 55 to 60 years of age can be deployed.				
For Drivers minimum 10 <sup>th</sup> with Driving License of Light, Medium & Heavy Vehicles.				

6.23 The Director, NITT is the final authority for settling any disputes and the decision of the Director in this regard shall be final and binding on all.

6.24 That the Security Officer or any other officer authorized by NITT, shall be at liberty to carry out surprise check on the persons as deployed by the Agency in order to ensure that personnel deployed by him/her are doing their duties proficiently.

6.25 Cancellation of contract for bankruptcy, assignment, transfer, license, subletting of the contract or illegal monetary /commission dealings with the contractual security guards and unethical practices:

National Institute of Technology without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to NITT shall cancel the contract in any of the following cases after the contractor.

a) Being an individual or a firm shall if at any time be adjudged bankrupt or received order for administration of industry or had received order for administration of estate made against him/her or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his assets of composition or arrangement for the benefit of its creditors or purport to do so or if any application made under the bankruptcy Act for the time being in force in respect of his estate.

or

b) Being a company shall pass a resolution/the court or tribunal shall make an order for the liquidation of its affairs or a receiver or manager shall be appointed or circumstances shall arise which entitle the court to appoint a receiver or manager or assigns, transfers sublets or attempts to assign, transfer, license or sublet any portion of the work without the prior written approval of National Institute of Technology.

c) whenever National Institute of Technology exercise the authority to cancel the contract under this condition, National Institute of Technology may have the work done by any means at the risk and

expenses of the contractor, provided always that in the event of the cost of the work so done (as served by the National Institute of Technology) which is final and conclusive) being less than the contractor's cost, the advantage shall accrue to the National Institute of Technology. If the cost so incurred by NITT exceeds money due to the contractor under this contract, the contractor shall either pay the excess amount ordered by the National Institute of Technology or its authorized representative or the same shall be recovered from the contractor by other means.

d) NITT being a Central Government institute, any work within the NIT-Tiruchirappalli area/jurisdiction is strictly as per the frame work of the law and as per the constitutional rights of the out-sourced workers employed by the contractors for NITT. The contractor will not claim any commission/monetary or any sort of financial dealings from the out-sourced workers for providing contractual engagement with NIT-Tiruchirappalli. Any complaint as such will be dealt as per the contract agreement and will lead to cancellation of contract.

#### 6.26 Cancellation of contract for contractor's default.

If the contractor makes default in carrying out the work and continues in that state after a reasonable notice from the National Institute of Technology, Tiruchirappalli or its authorized representative or fails to comply with any terms and conditions of the contract, National Institute of Technology may without prejudice to any other right or remedy which shall have been accrued or shall accrue thereafter to National Institute of Technology cancel the contract as a whole or in part. Whenever National Institute of Technology exercise the authority to cancel the contract as a whole or part, under this condition, National Institute of Technology may complete the work at the contractor's risk and cost (as certified by the National Institute of Technology, Tiruchirappalli which is final and conclusive) being less than the contract cost, the advantage shall accrue to the National Institute of Technology, Tiruchirappalli. If the cost so incurred by NITT exceeds money due to the contractor under this contract, the contractor shall either pay the excess amount ordered by the National Institute of Technology or its authorized representative or the same shall be recovered from the contractor by other means.

#### 6.27 The termination of the contract on the death of Contractor:

Without prejudice to any of the rights or remedies under this contract, if the contractor dies or the firm is dissolved or the company is liquidated, National Institute of Technology shall have the option of terminating the contract without compensation to the contractor.

#### 6.28 Special Power of Termination:

If at any time after the award of the contract National Institute of Technology Tiruchirappalli shall for any reason whatsoever, does not require whole or any part of the work to be carried out, National Institute of Technology, Tiruchirappalli shall give notice in writing of the fact of termination to the contractor who shall have no claim to any payment of compensation or otherwise how so ever on account of any profit or advantage which he might derive from the execution of the work in full, but which he/she did not derive in consequence of the foreclosing of the work.

#### 6.29 Jurisdiction

In case of any legal proceedings arising under or relating to this contract the courts at Trichy, Tamil Nadu only shall have the jurisdiction and is only after the exhausting the arbitration clause.

#### 6.30 Rights & privileges:

NITT may enter into parallel similar contract subject to its requirement, simultaneously with any other contractor as may be deemed to be fit at any point during the period of the contract in the interest of National Institute of Technology Tiruchirappalli.

6.31 In case of breach of any of the terms and conditions of the contract National Institute of Technology, Tiruchirappalli will entrust the work to any other contractor at the risk and cost of the contractor and the contractor shall be liable to pay any extra expenditure, damages, loss suffered on account of the cancellation of the contract. All amounts including the loss/damage/penalties/compensation and extra charges for non-compliance terms of the contract, payable by the contractor to National Institute of Technology Tiruchirappalli under the terms of the contract will be recovered from the outstanding payments to the contractor either under the contract or any other contract or from security deposit. In case this amount is insufficient for such recoveries, the contractor shall make the balance amount by actual payment. In addition, National Institute of Technology, Tiruchirappalli has the right to recover the said amount from the contractor.

## **CHAPTER 7: SPECIFIC TERMS AND CONDITIONS**

- 7.1 No relatives of NITT serving/retired staff will be absorbed in the outsourced contract services. The agency is solely responsible to ensure the accuracy of the above statement. If detected at any stage by the NITT administration, fine will be levied on the agency.  
The agency will submit the AADHAAR card of its man power before deployment in NITT premises or PAN card/any govt. document having date of birth of the individual.
- 7.2 The personnel deployed shall be required to report for work at specified shift hours and remains vigilant in the designated post/region till the end of the shift. In case, any post is vacant on any shift/day the wages for that shift/day shall be deducted.
- 7.3 The Security Officer or his deputies will screen all the security personnel deputed/deployed to the NITT, including Discharge certificate in case of Ex-Servicemen.
- 7.4 The duty hours should not exceed eight hours at a stretch. Continuous shifts by the same person is not allowed and no post should remain unmanned. Odd duties/shifts may be required according to exigencies, which are to be provided by the agency.
- 7.5 The Security personnel should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of the NITT. The Security Agency shall be responsible for any act of indiscipline on the part of the security personnel deployed by them.
- 7.6 Items of equipment, Walkie Talkies, Headgears, Bomb/Metal Detectors, Torches, Lathis, Uniforms including Rain Coat, Jerkins, Identity Cards, etc. for efficient conduct of duty by the agency personnel must be provided by the agency and shall be in working condition.  
  
Bidders has to provide all accessories related Covid-19 safety compliances such as Face mask, sanitizer, face shield, hand gloves etc. to the security guards deployed for duty.
- 7.7 The agency should have its own VHF/UHF Communication system with Base Station and experience of running a Control Room round the clock at 24 x 7 basis.
- 7.8 The agency shall arrange to safeguard campus residents & materials and the interest of the NITT at designated places by posting its personnel in such manner and at such points. It should also assure the NITT that its Interest are fully and wholly safe guarded. This includes assisting the NITT in first-aid and fire safety operations as may be deemed necessary.
- 7.9 The agency on its part and through its own resources shall ensure that the goods, materials and equipment etc., are not damaged in the process of carrying out the services undertaken by it and shall be responsible for the act of omission or commission on the part of its staff or its employees etc., If the NITT suffers any loss or damage on account of negligence, defaults or theft on the part of the employees of the agency, then the agency/service provider shall be liable to reimburse the value of the loss, as decided by the NITT for the same. The agency shall keep the NITT fully indemnified against any such loss or damage. The Service Provider/Agency will be responsible for making any direct or indirect damages to the vehicle or other movable or immovable properties of the Institute arising due to negligence, incompetence, or willful or otherwise negligence of its employees. The Agency will have to reimburse all cost borne by the NITT in this respect.
- 7.10 The agency should ensure good behavior, conduct, and sincere discharge of duty by the personnel engaged by them. The personnel of the Security Agency shall perform their duties effectively and diligently to uphold the dignity of the NITT.

- 7.11 The agency should ensure that the Security Guards/Shift In-charge/Supervisors deployed at the NITT are solely deployed only at the NITT and shall not be shared across organizations. Further the agency shall ensure that the Security Guards/Shift In-charge/Supervisor are not deployed beyond the maximum number of (regular) shifts per month as specified in the Labour Law. Failure to comply with this would result in administrative charges calculated only for shifts done by security personnel.
- 7.12 Absenteeism is not allowed of the total deployment in any month. The above should be achieved without individual Security Guards/Shift In-charge/Supervisor doing double shift or doing more than the maximum shift allowed by the contract (26 shifts in a month).
- 7.13 The Security Guards/Supervisors deployed by the agency shall ensure that the NITT properties including all the properties of the stakeholders of the Institute residing in the campus are protected from theft/pilferage/damage. After necessary investigation of the incidence by a Committee constituted by The Director, NITT, if proved that the Agency/their personnel are responsible for the incident, the agency is liable and will be penalized to the extent of the value of the loss and additionally Rs.10,000/- for each such incident.
- 7.14 The agency should not involve in any bribery/Commission/ or other unethical activities with anyone . The involvement in any such activity shall entail a penalty of Rs.10, 000/- for each such incident and to extent of cancelling the contract .
- 7.15 If the agency fails to provide services to the satisfaction of the NITT on any of the above counts, the same will be communicated to the agency in writing. If three such notices are issued to the agency and failing to obtain any suitable/satisfactory reply from the agency within 10 days from the date of notice, the contract will be terminated and the Performance Security will be forfeited.
- 7.16 Reporting: The service provider shall submit following reports to the authorized person of the NIT Tiruchirappalli Security Department:

A daily report of personnel on duty in all the shifts,

A daily report of the status of the vehicle, radio equipment and its utilization,

A daily report of the chemicals and the consumables used,

A daily security report of the general security/street light conditions/faulty doors & windows in any office building fixtures, appliances, equipment etc.,

A monthly feedback report from the campus user areas as based on key performance parameters,

A monthly report on redressal of various complaints received in feedback register and through other means from the campus users.

## CHAPTER 8: LEGAL TERMS AND CONDITIONS

- 8.1 For all intents and purposes, the bidder shall be the “Employer” within the meaning of various Labour Legislations in respect of manpower so employed and deployed at NITT, for security services on contract.
- 8.2 The selected agency shall alone be solely responsible for the redressal of grievances/resolving of disputes relating to person deployed. NITT, shall in no way, be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 8.3 The personnel of the Security Agency should not take part directly or indirectly in any of the activities of the Association/Union of the employees of the Institute and should help the NITT administration to maintain strict security measures at all-time including during agitation, staged by such Association/Union.
- 8.4 The agency shall alone be liable to pay compensation for any damage/death/injury sustained by the personnel or any other members of the agency as sustained by them in the course of their work/duty at the NITT and outside the NITT during the contract period.

The Security Agency shall be liable with regard to compliance of all the laws, regulation, rules and directions given by any statutory authority with regard to safety, social security, welfare provisions under various labour laws/codes or any other laws in force.

- 8.5 In the event of theft, pilferage or damage to the NITT’s/Stakeholders property, after necessary investigation by a Committee constituted by The Director, NITT, if proved that the Agency/their personnel are responsible, the agency shall be responsible for all the losses/damage.
- 8.6 The selected agency should be required to pay minimum wages as prescribed under the Minimum Wages Act of Central Government. The bidder will maintain proper record as required under the Law/Acts.
- 8.7 The selected agency should be responsible for compliance of all statutory provisions relating to Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it at NITT.
- 8.8 The selected agency should also be liable for depositing all Taxes, Levies, GST, Cess etc., & Income Tax to concerned tax authorities from time to time as per the rules and regulations on the matter.
- 8.9 The selected agency should maintain all statutory registers applicable under the Law. The agency shall produce the records on demand to the concerned authority of NITT or any other authority under Law.

**Record Keeping:** The service provider shall keep & maintain all the applicable records, as under:

The service provider shall maintain daily personnel deployment cum attendance sheets - specifying daily reporting and relieving time for each of the personnel and that may be checked by the authorized person of the department at any time.

The service provider shall maintain the requisite records in respect of quantity and type of material/consumable/equipment that may be checked by the authorized person of the department at any time.

The service provider shall maintain all the records and documents under various labour laws, shops & establishment act/rules applicable to his establishment and make said records available at the department premises as when required (Original/photocopies of these records should be handed over after completion of the contract to the authorized person of the NIT Tiruchirappalli Security department). Indicative list of such records, may be as under: Register for Personnel, Employment card, Muster Roll, Register for wages, wage slip, OT registers etc.,

Monthly returns under the provisions of the Employees' Provident Funds Act,

Summary of contribution, monthly & annual return under the ESI Act, 1948,

Half yearly return of the Contract Labour (R & A ) Act 1970,

Annual return under the Employee's Provident Funds Act, 1952,

Annual Return of the Minimum Wages Act, 1948

Any other applicable return/record.

8.10 The Agency will submit FORM V / any other forms as become applicable from the Labour Commissioner office for commencement of work in NITT Campus within 15 Days from receiving the work order for Security Services to NITT Administration.

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

The entire liability for all the delayed statutory payments such as wages, ESI, EPF etc would be borne by the Agency and any statutory penalty / interest on account of such delay in payment will also be borne by the Agency in addition to the penalty clause mentioned herein in the tender. The agency shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify the Institute against all such liabilities, which are likely to arise out of the agency's failure to fulfill such statutory obligations.

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

8.13 **ARBITRATION:**

All disputes between the Contractor and National Institute of Technology, Tiruchirappalli arising out of or relating to this contract after written notice by either party to the contract to the other party be referred to for arbitration to the sole arbitrator to be appointed by the Director of the National Institute of Technology Tiruchirappalli. In case the arbitrator so appointed vacates his office or neglects or refuses to act or he is unable to act for any reason whatsoever or dies, the Director, National Institute of Technology, Tiruchirappalli shall have power to appoint another person to act as a sole arbitrator in his place. Such a person shall be entitled to proceed with the reference from the stage at which it was left by its predecessor or from any earlier stage considered appropriate by him.

The decision of the arbitrator shall be final and binding on both the parties except as provided under the Arbitration and Reconciliation Act, 1996.

The arbitration proceeding shall be held at National Institute of Technology, Trichy or at such other place as the arbitrator may direct. However, the work under the contract shall be continued during the arbitration proceedings unless otherwise directed in writing by National Institute of Technology, Trichy.

- 8.14 On all matters pertaining to this tender, the decision of the Director of the NITT shall be final and binding.
- 8.15 The successful bidder for agency/contractor whose tender is accepted for awarding the contract shall enter into contract agreement at his cost on a requisite non-judicial stamp paper of an appropriate value in a prescribed form to ensure strict compliance with the provisions of the contract. However National Institute of Technology, Trichy is entitled to enforce this contract and for the breach of the obligations thereof even in the absence of a formal contract agreement.
- 8.16 NIT-Tiruchirappalli reserves the right to accept or reject any bid"
- 8.17 The NIT-Tiruchirappalli does not bind itself to accept the lowest tender and reserves the right to:
- 1) Reject any or all Tenders without assigning any reason.
  - 2) Accept any tender or part thereof.

## **CHAPTER 9: FINANCIAL TERMS AND CONDITIONS**

- 9.1 Bids of tenderers who offer wages to their employees at rates which are lower than the minimum wages (as indicated in the commercial bid) for the pertinent category would be summarily rejected.
- 9.2 It is mandatory that the proof of remittance of statutory deductions of EPF, ESI, Service Tax, GST as appropriate, to the respective agency, for those employed at NITT, must be provided by the selected agency to NITT every month along with the bill, failing which the claim bill shall not be processed. These remittances/payments must be made in a separate challan specifically for the contract personnel deployed at NITT in the name of NITT. **The proof of remittance of statutory deductions of EPF bill should be in CRRN Receipt only. TRRN will not be accepted.**
- 9.3 The rates agreed upon except the Minimum wages, Service Tax as notified from time to time by the State/Central Government (whichever is higher) shall remain unchanged until the expiry of contract period or till they are amended by the NITT.
- 9.4 The agency should submit the bill, in triplicate, along with attendance sheet (duly verified and attested by Security Officer) in respect of the persons deployed and submit to Accounts Section at NITT before third week of the subsequent month. The payment will be processed within 30 days from the date of submission of such bills on submission of required supporting documents. The claims in bills regarding Tax if any should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount will be held up till such proof is furnished, at the discretion of NITT. The payment of the bill will be effected only on production of copy of the monthly **wage sheet, ESI, EPF, GST remittance and half yearly/yearly return under the respective Acts.**
- 9.5 The successful bidder will have to deposit a Performance Security Deposit as specified above, subject to the revision at the time of placing the work order, within 15 days of the receipt of the formal order. The performance security will be furnished in the form of an account payee Demand Draft drawn in favor of the Director, NITT, payable at Tiruchirappalli. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the service provider. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited besides annulment of the contract.
- 9.6 The monthly wages of the employees for a month should be paid on or before 7<sup>th</sup> **of the succeeding month in the respective employee bank account without fail. The contractor shall not enjoy any relaxation in the wages disbursement.** A Computerized Monthly Payment slip must be issued to all contractors' manpower at the time of monthly payment. The pay slip must bear the contract agency Name and Logo etc., Pay slip must also mention clearly the Name and ID of contract manpower, all the components for payment and deductions separately. Besides, PF Account number, ESI Account Number plus PF and ESI Contribution by employer and all other relevant details must also have mentioned in the Pay slip. **Failure to do so will result in levy of penalty of Rs.1000/- (One thousand Only) per day from the service charges of the monthly bill.**
- 9.7 NITT will not be responsible for the release of benefits to any individual such as Provident Fund, ESI, Pensioner benefits or allowances. Any changes in the Minimum Wages Act or in any other labour legislation or other statutory obligations during the validity period of the contract shall be the responsibility of the Contractor. The contractor will not charge the additional payment to provide the security services on holidays, Sunday and odd hours during NITT events / functions.
- 9.8 The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, ESI etc. relating to personnel deployed by it at NITT site or for any accident caused to them, while joining/leaving the

duty outside the jurisdiction of NITT campus and the institute shall not be liable to bear any expense in this regard.

The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by NITT for whatever reason. The Outsourced Security Guard will not file any of service related grievance to, any of the NITT Institute authorities & will follow the grievance channel through his agency & the agency will initiate necessary steps to resolve the issue.

9.9 The contractor must ensure that entitled wages and bonus amount (Monthly) of the workers are credited to their bank account on or before 7<sup>th</sup> of the succeeding month. Contractor shall not enjoy any relaxation in this matter. While submitting the bill, the service provider must file a certificate certifying the following:

9.9.1 Wages with bonus amount of the workers were credited to their bank account on \_\_\_\_\_ (Date)

9.9.2 ESI Contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on \_\_\_\_\_ (Date). Copy of the Challan to be enclosed(previous month).

9.9.3 EPF contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on \_\_\_\_\_ (Date). Copy of the **CRRN Challan** to be enclosed(previous month).

9.9.4 CGST/SGST Invoice no. \_\_\_\_\_

9.9.5 All statutory requirements including those under Labour Laws, Minimum wages act, etc. have been complied.

9.10 The Institute will adopt the reimbursement method of payment to the contract agency, under such method

9.10.1 The agency will pay the wages on monthly basis to employed contractual security guards by 7<sup>th</sup> of every month & will submit the payment statement to the institute for reimbursement before third week.

9.10.2 On producing the payment statement bill, the institute will verify & the amount will be released by the institute to the contract agency at the earliest possible period.

9.10.3 The agency will submit the payment of statutory (EPF & ESIC) of every Previous month & will produce the challan, the institute will verify & the amount will be released by the institute to the contract agency. **EPF Payment bill should be with CRRN Challan.**

9.10.4 The wages bill will be released only after producing the previous month statutory payment challans, any delay will invite fine & levy.

9.10.5 *The reimbursement time period for any payment from (NITT) Institute will be within 90 days for all the bills.*

9.10.6 The contractor should be financially sound to deal with the above legal obligation towards wages and statutory payments & will not involve & depend on NIT Tiruchirappalli for any financial obligation.

9.10.7 NIT Tiruchirappalli will reimburse the payment, only after the contract agency makes the payment of wages and statutory payments and submission relevant proof of payment to NITT for its deployed contractual security guards with the respective agency.

9.10.8 The CGST/SGST for the service provided, will be paid by the contract agency and on producing the paid invoice, will be reimbursed by the NITT administration.

9.10.9 Income Tax deduction at source (TDS) and GST TDS in accordance with the rules as applicable from time to time. Apart from the above tax regulation, any changes in the govt tax regime, is applicable. The reimbursement method will be followed by the NITT administration in payment procedure with the contract agency.

9.10.10 Financial bids quoting "Nil" consideration or "Zero percent and thereof" as service charge shall be rejected summarily. (As per Order no. 29(1)/2014-PPD dated 28 Jan 2014 of Ministry of Finance

The Applicants shall quote the **rates in the Financial Bid** in Indian Rupees (in words & figures) only.

Service Charges/rate quoted by the firm/agency would be fixed for period of contract including extension of contract and there will be no revision over the service charge till the contract is terminated.

Any statutory increase in wages etc. is to be absorbed by the firm/agency and will be affected in Wages/EPF/ESIC & Bonus with immediate effect of the date implemented by the Central Government of India.

**9.11 Road Safety Package Insurance:**

**(For Security Guards deployed in NITT premises)**

(i) Tenderer shall keep NITT indemnified of all the claims made and liabilities incurred under Employees Compensation Act, 1923.

(ii) In case the contract labour met with an accident while on duty or outside the NITT premises, it is the sole responsibility of the bidder to admit the Security Guard in good hospital and give treatment till the Security Guard rejoins duty. (Hospitalization **expenses – Rs.1,00,000/-** shall be claimed under Road Safety Package Insurance Policy).

It is also Tenderer's responsibility to produce the required documents to Insurance authorities without any delay for getting such reimbursement from Insurance Companies. If Tenderer fail to do so, the Hospitalization expenses will be deducted from Tenderer's bills and necessary arrangements will be made to remit the same to the Hospital.

**9.12 Bidder warrants having valid registration under applicable GST. A copy of the Registration Certificate should be submitted along with the offer.**

a) Contractors right to get payment is subject to submission of a Valid Tax Invoice which would enable the Service Recipient (NITT) to claim Input Tax Credit in compliance with the provisions of the GST. Tax Invoice submitted by the contractor shall mention the SAC/HSN Code as applicable, Basic Price, applicable mentioned as per the provisions of GST Rules, 2017.

b) Contractor shall warrant the value that is contributable to GST and the corresponding rate of tax that is chargeable is included in the total price charged in the Tax Invoice. The total amount as per the Tax Invoice shall be considered as the final price inclusive of taxes, shall admitted at a later stage on any ground whatsoever.

c) Any tax in the nature of Goods & Service Tax(GST) would be payable, when the invoice submitted by the contractor is complaint with the provisions of GST law and contains all particulars as per statute.

d) In case of there is a upward revision in the applicable rate of Tax (GST) post submission of bid, the contractor shall submit a copy of the relevant statute/notification evidencing change of applicable rates for claiming payment from NITT as per revised GST rates. Similarly, if there is downward revision of applicable tax rate post submission of bid, the benefit of lower tax liability shall be passed on to NITT.

e) Contractor also warranted to duly comply with all relevant provisions of the GST Laws including filing returns, paying taxes within the stipulated period so that no hindrance can be faced by NITT to claim Input Tax Credit as per provisions of the GST Law.

f) Contractor shall fully indemnify to Service Recipient (NITT), on first demand against any claims, liabilities, actions, demands, Loss, costs and expenses occurred/imposed to the NITT on account of Security agency failure to fully/partially discharge the statutory levies in time, or Security agency failure in adherence of the applicable laws in force. For any such non-compliance, NITT reserves the rights to withhold the payment until appropriate actions are taken on the related issue.

g) The Payment of GST to the Security Agency from NITT will be on reimbursement method, on production of GST Paid challan produced by the Security Agency.

- h) The security outsourced agency will submit the details of all the saving bank account number of all the deployed security guards to the NITT Administration.
- i) The security outsourced agency will submit the details of all the Employee Provident account number of all the deployed security guards to the NITT Administration.
- j) The security outsourced agency will submit the details of all the ESIC account number of all the deployed security guards to the NITT Administration.

9.13 **NOTE: The Salary Component of the security Guard will consists of :**

- (Basic + VDA) rate as per minimum wages act.
- EPF, ESIC & Bonus will be as per the existing percentage of Government rate and ceiling limit should be followed.
- **The whole payment processes will be on reimbursement basis only.**

Delay in submission of (EPF & ESIC) payment of the manpower deployed in NITT by the agency, will invite Rs-500/- Per day penalty from NITT. Only EPF Challan with CRRN will be accepted, any EPF Challan submitted with TRRN will invite Rs; 500/- (FIVE Hundred Only) Fine per day till the CRRN bill is submitted. Continuous TRRN challan submission by the agency for more than three times will invite contract termination by the NIT-Tiruchirappalli Administration.

- 9.14 The agency will pay the changes of (Basic+VDA) as intimated by the Central Government with immediate effect and will reflect in the salary slip of the security guard. It should not be carried to the next month payment.
- 9.15 All The security guards deployed in NIT-Tiruchirappalli will open saving bank account with The NIT-T SBI Bank for their salary disbursal. No other Bank saving account will be accepted. One Month time will Be Allowed for this purpose.

The NIT-T Administration Will Randomly Verify/Check The Payment Details From The Bank Pass Book Of The Selected Security Guards Deployed In NITT.

9.16 **Payment Terms / Reimbursement of Certain Expenses Etc.:**

The payment of the contract price towards performance of specified work shall be made as per the payment schedule mentioned below;

- 1) Monthly bills shall be submitted in duplicate by the 15<sup>th</sup> of every subsequent month by the service provider for the security service rendered, along with the EPF (CRRN)& ESIC Challan,GST etc.
- 2) The payment for the work shall be released only after the production of the following documents: Attendance records, Duty Muster roll for the month; duly certified by the authorized officials of the NIT Tiruchirappalli administration.
- 3) Production of proof of wages/salary/payment/remittance of due wages including bonus etc. in to the bank account of the respective personnel for the immediate preceding month.
- 4) Production of proof of having deposited the amount of contribution claimed by it on account of EPF & ESIC towards the security personnel deployed for the immediate preceding month.
- 5) Prescribed certificate/undertaking in Annexure-XVII along with every month of the bill submitted to the NIT Tiruchirappalli Administration.

9.16.1 No advance payment or part payment shall be released to contractor under any circumstances for whatsoever reasons during the entire currency of the contract.

9.16.2 The prices once accepted by the NIT Tiruchirappalli Administration shall remain valid till the contract remains in force. The NIT Tiruchirappalli Administration shall not entertain any increase in the prices during the period of contract. However, in case of revision of minimum wages by the concerned government authority,

after the date of signing of contract, difference in prevailing minimum wage over the quoted/agreed wage shall be paid to the contractor, on production of proof of payment of the same. The 'Onus' for producing the copy of notification of the appropriate Government revising the minimum wages from time to time shall be the responsibility of the service provider.

- 9.16.3 In case of revision in minimum wages, and any revised/increased claim thereof, the decision & approval of the department for admissibility and payment of such revised/increased bills shall be final & binding on the service provider.
- 9.16.4 Service charge (in terms of Rupees), as quoted in the financial bid at the time of submission of bid, shall remain fixed during the ENTIRE CONTRACT PERIOD. (This includes any extension of the contract ).  
No escalation charges shall be payable to the service provider during the ENTIRE CONTRACT PERIOD.(This includes any extension of the contract)
- 9.16.5 The service provider shall submit a certificate/undertaking as per **ANNEXURE-XVII** every month along with the bill stating that it has complied with the Central Minimum Wages Act and other statutory guidelines of the Govt. which remained in force at the time of submitting the bill. In case the certificate of compliance of statutory regulations is not submitted, the department shall have the power to terminate the contract with one month's notice.
- 9.16.6 Supply of security personnel less than the number quoted and stipulated in contract agreement shall attract deduction at pro-rata basis from the bill. The decision of the department shall be final and binding in this regard.
- 9.16.7 Excess personnel deployed more than the number of security personnel specified in the contract shall not be taken into account for payment by NITT. No excess personnel employed in a day shall be adjusted for the days of shortage of deployment.
- 9.16.8 If at any time during the period of contract, the scope of work for which this job has been awarded is reduced, the payment value of this job order shall be reduced on pro-rata basis by the department, and the decision of the department shall be binding in the matter.

- 9.16.9 During the contract period, the service provider shall make salary & other payments (EPF, ESIC & Bonus) in time without waiting for the monthly bills cleared by the NIT Tiruchirappalli Administration.
- 9.16.10 In the event there is any query, objection, delay or dispute with regard to any bill or a part thereof, the service provider shall not be entitled to any interest for the period of delay to be paid by the NIT Tiruchirappalli Administration for late payment.
- 9.16.11 While making payment, the Institute administration shall make the following deductions:
- 1) The income tax deduction at source and GST TDS as per the government regulations.
  - 2) The amount equivalent to any damage/loss etc., done by the personnel employed by the service provider to carry on the job at department's premises,
  - 3) Any other charges, fines, penalties and such other deductions, Any other claims made by the employees of the service provider against the department in its capacity as a principal employer.

#### **10. Non-conformities between Figures and Words**

Sometimes, non-conformities/errors are also observed in responsive tenders between the quoted prices in figures and in words. This should be taken care of in the manner indicated below:

- i) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;
- ii) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
- iii) If there is a discrepancy between words and figures, the amount in words shall prevail;
- iv) Such a discrepancy in an offer should be conveyed to the tenderer asking him to respond by a target date and if the tenderer does not agree to Procuring Entity's observation, the tender is liable to be rejected.

#### **11. Discrepancies between Original and Additional/Scanned Copies of a Tender**

Discrepancies can also be observed in responsive tenders between the original copy and other copies of the same tender set. In such a case, the text, and so on, of the original copy will prevail. Here also, this issue is to be taken up with the tenderer in the same manner as above and subsequent actions taken accordingly. In e-Procurement there could be discrepancies between the uploaded scanned copies and the Originals submitted by the bidder. However normally no submission of original documents in physical format (other than Cost of Bid Documents (if any), Bid Security and statutory certificates if any) should be asked for in e-Procurement

## ANNEXURE-I - FORMAT FOR SUBMITTING TECHNICAL BID

S.No.	Description	Information/ Compliance
1	Do you unconditionally agree with all Terms and Conditions stipulated in the Tender Document?	
2	Have you satisfied yourselves about the pre-qualification criteria set out in Chapter 1 of this tender document	
3	<b>Details of EMD remittance</b>	Bid Security Declaration Form to be submitted,
4	<b>Name and Address</b> of the Applicant/bidder with Telephone/Fax/Mobile and Mail ID	
5	<b>Year of Establishment/Incorporation/ Commencement of Security Services Agency</b>	
6	<b>Registration/Incorporation Particulars</b> (Please attach attested copies of documents of registration/ Incorporation of your firm/Company as required under business law)	
7	<b>Whether the Agency is DGR empaneled security agency</b> , if so attach proof of latest valid order copy/valid latest notification of DGR (Validity for this year), DGR sponsorship and proof of being run by Ex-Servicemen personnel. (Please attach attested copies of all the documents of registration)	
8	Whether registered with and holding license from all concerned Government Authorities including registration under Contract Labour (Regulation & Abolition) Act 1970. (Copies of all certificates of registration to be enclosed)	
9	Whether registered with and holding license from Tamil Nadu Government Authorities for carrying out the Security Services in Tamil Nadu, under the registration of Private Security Agency (Regulation) Act 2005 (PSARA). (Copies of all certificates of registration to be enclosed)	
10	<b>Legal Status</b> of the bidder (In the case of Partnership Firm, authenticated copy of Partnership Deed, in the case of Private or Public Limited Company authenticated copy of Memorandum and Articles of Association)	
11	<b>Bio data</b> or Profile containing name, educational qualifications, occupation and postal address of Proprietor/Partners/Directors/Managing Director/ Chairman and Managing Director (Please use separate sheet if found necessary)	

12	<b>Name, designation and Phone number of persons authorized to sign the documents</b> on behalf of the Proprietary concern/Partnership Firm/Private or Public Limited company (Please attach Power of Attorney/authorization for signing the document. In the case of Proprietary concern bidder may submit attested copy of the PAN card/Election Commission Card/Passport of the Proprietor and authorized signatory in case of proprietor is not signing the tender document)		
13	<b>Name and Designation of the Contact Person/ Representative/Manager</b> of the Agency/Firm/ company with mobile number & email ID		
14	<b>Annual Turnover from Security Services</b> during the last three years. (Copy of the Annual Accounts duly certified by the Chartered Accountant to be enclosed)	<b>Year</b>	<b>Annual Turnover of the bidder from Security Services (Rupees in Lakhs)</b>
		2017-18	
		2018-19	
		2019-20	
15	<b>Average Annual Turnover</b> in the above three years from Security Services Business.	Rs. _____ (in lakhs)	
15A	<b>Working Capital in the preceding financial year 2019-2020</b>	Rs. -----(in Lakhs)	
16	<b>Are your Firm/Company carrying out any other trade/business in addition to Security Services?</b> Furnish particulars of other trade/business carried out.		
17	<b>Total experience</b> (Years/Months) in Security Services Field		
18	<b>Have your Concern/Firm/Company ever changed its name any time?</b> If yes, provide the previous name and the reasons there for?		
19	<b>Were the Company/Firm ever required to suspend Security Services for a period of more than six months</b> continuously after you commenced the Security Services? If yes, state the reasons with relevant documents for scrutiny.		
20	Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.		
21	<b>Income Tax Permanent Account Number</b> (Self attested Copy of PAN Card to be enclosed)		

22	<b>Income Tax Assessment Completion Certificates/ Assessment Orders for the Financial Years 2017-18, 2018-19 and 2019-20</b> (In the event of assessment of the years indicated having not been completed the certificate of the latest assessment completed may be enclosed and the reasons for non-completion of the assessment for the required years may be indicated)	
23	<b>Have you registered under Employees State Insurance Corporation Act (ESI) Act?</b> If so, enclose copy of the registration certificate. Also provide a copy of latest remittance made by your Agency/Firm/ Company	
24	<b>Have you registered Under Employees Provident Fund (EPF) and Miscellaneous Provisions Act?</b> If so, enclose copy of the registration certificate. Also provide a copy of the latest remittance, if any, made by your firm towards EPF.	
25	<b>Service Tax Registration Number</b> (Self attested Proof to be attached).	
26	Copy of Service Tax Returns, if any, filed, for the last three years i.e., 2017-18, 2018-19 and 2019-20 along with proof of payment of service tax during the said three years.	
27	<b>GSTIN Registration Number (Self attested proof to be attached)</b>	
28	Copy of GST invoice paid, if any, filed, for the past months from July 2017 along with proof of payment of service tax during the said three years.	
29	Name and address of your banker	
30	Copy of Bidders Solvency ( <b>Original certificate for an amount of Rs.50 lakhs from the NATIONALIZED BANKER/ Scheduled Commercial Bank to be Submitted at the time of document verification</b> )	
31	Brief details of Litigations, if any, connected with Security Services work, Current or during the last three years, the opposite party and the disputed amount.	
32	Specify whether there are any issues/disputes against your Agency/Firm/Company are pending before the commissioner of Provident Fund, Employees State Insurance, Labour Tribunal Authorities, etc.,	
33	Give details of Termination of previous contract, <b>if any</b>	
34	Give information, if any, regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder <b>is/was</b> involved	
35	Details of <b>ONGOING SECURITY CONTRACTS</b> : The following should be enclosed: (a) Work Orders and Contract/Agreement copies (b) Attach separate sheet for each Job/Work	

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

## **Bid Security Declaration Form**

The Form has to be submitted in the Letter Head of the Firm/Company/Enterprises along with appropriate Sign & Seal)

The Director,  
National Institute of Technology,  
Trichy – 15

Sub : Acceptance to the Process related & Terms and Conditions for the- E-tendering.

Ref. : The Terms & Conditions for e-Tendering mentioned in Tender.

No. : \_\_\_\_\_

Sir,

We hereby confirm the following,

The undersigned is authorized representative of the company. We have carefully gone through the NIT Tiruchirappalli, Tender Documents and the Rules governing the Limited Tender along with this document. We have examined and have no reservations to the Bidding Documents, including addendum (if any). We offer to supply in conformity with the Bidding Documents and in accordance with the condition of contract specified in this tender document. We will honour the Bid submitted by us during the Limited Tender. We give undertaking that if any mistake occurs while submitting the bid from our side, we will honour the same.

Bid Securing Declaration: - We accept that if we withdraw or modify Bids during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in this bids document, we will be suspended / blacklisted / banned for contracts with National Institute of Technology, Tiruchirappalli.

We are aware that if NIT Tiruchirappalli has to carry out e-tender again due to our mistake, NIT Tiruchirappalli has the right to disqualify us for this tender when refloated. We confirm that NIT Tiruchirappalli shall not be liable & responsible in any manner whatsoever for my/our failure to access & submit offer on the E-tendering site due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, digital signature certificate or any other unforeseen circumstances etc. Our bid shall be valid for the period from the date fixed for the bid submission deadline & it shall remain binding upon us and accepted at any time before the expiration of bid validity period as per this tender.

If our bid is accepted, we commit to provide a performance security at 3% of purchase value in Bank Guarantee /Fixed Deposits for due performance of the contract as per NIT Tiruchirappalli policy and warranty-guarantee as per tender specification or agrees as per contract. We understand that this bid, together with your written acceptance thereof included in your notification of award/placement of order, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive. We accept that the competent authority in NIT Tiruchirappalli will have full right to reject any/all offer(s) without assigning any reason thereof and does not bind itself to accept the lowest or any other tender and full authority to postpone the tender issue date, submission /opening date or to alter any other condition of tender /cancellation of this tender, as per policy/committee recommendations of NIT Tiruchirappalli at any stage without assigning any reason thereof for which no claim from whomsoever will be entertained. I/We the undersigned have read the entire terms and conditions of this Tender document and we are fully agreeable to the terms and conditions mentioned herein. The decision of competent authority of NIT Tiruchirappalli with respect to this Tender-Result will be fully agreeable and binding on us.

This letter can be treated as signed and acceptance copy of tender documents and the forms submitted as signed by competent authority of firm submitting this tender and there is no need to submit separate signed copy of tender document.

Competent Authority of the Firm/Company/Enterprises to sign:

Name

Designation

Contact Details

Date with stamp & seal of organization:

## **DECLARATION BY THE BIDDER**

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

**Place:**

**Signature of the Bidder with Name and Seal**

**Date:**

**Name:**

**Designation:**

**FORMAT FOR PERFORMANCE CERTIFICATION FROM THE CLIENTILE OF THE BIDDING AGENCY  
(To be enclosed with the Technical Bid)**

Feedback about M/s. \_\_\_\_\_

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

Contact details:

S.No	Activities	Excellent	Very Good	Good	Satisfactory	Poor
1	Attendance					
2	Service of the Bio-metric attendance system					
3	Turnout					
4	Record maintenance					
5	Crime detection and follow-up action					
6	Welfare Measure by the Agency to their staff.					
7	Gadgets used (wireless, transport, Phone, torches etc.)					
8	Disaster management					
9	Monitoring mechanism					
10	Training (in-door/out-door/traffic control)					
11	Liaison/Rapport with local police if necessary					
12	Behaviors with Staff and Guest					
Disciplinary action against security personnel or company if any						

Place:

Date:

**Signature with Seal of the Responsible Official**

**ANNEXURE-II:           FORMAT OF LETTER FOR PROVIDING SECURITY SERVICE IN THE NIT  
TIRUCHIRAPPALLI**

From

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To

The Director,  
National Institute of Technology,  
Tiruchirappalli – 620015.  
Tamil Nadu, India

Subject: Tender for Providing Security Service in the NIT Tiruchirappalli.

With Reference to the letter No:-.

Dear Sir,

With respect to the tender enquiry, I/We hereby submit my/our tender in a required format. I/We have adhered to the requirements prescribed by NITT. I/We have carefully gone through the guidelines/terms and conditions and prescribed format and I/We accept the same without any alternations/modifications.

Thanking you,

Yours faithfully,

Signature and seal of bidder

Address:

Date:

**ANNEXURE-III:      FORMAT OF LETTER ACCOMPANYING TECHNICAL BID**

From

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

The Director,  
National Institute of Technology,  
Tiruchirappalli – 620015.  
Tamil Nadu, India.

Sub: Tender for Providing Security Service Contract in NIT Tiruchirappalli.

Dear Sir/Madam,

In response to the above and in full agreement with the terms and conditions of the tender as stipulated by you, I/We offer my/our competitive and firm offer as follows:

- i) I/We understand that minimum wages will be required to be paid not less than as per the terms and conditions stipulated by the Regional Labour Commissioner (Central), Tamil Nadu, as notified by the Government of India from time to time. In addition, I/We also understand that all statutory payments like PF/ESI/Bonus/EDLI/Admin. Charges, etc., also need to be paid as prescribed under various statues, by me/us.
- ii) I/We have valid registration in respect of Employees Provident Fund/Employees State Insurance/Goods & Service Tax (GST) etc. Copies of the above and other documents mentioned in this tender document are enclosed herewith.
- iii) I/We also understand that the Director, NIT Tiruchirappalli has the right to accept or reject my/our tender bid without assigning any reasons whatsoever and his/her decision will be binding on me/us.

Encl: As above

Place:

Date:

Yours sincerely

Authorized Signatory:

Name:

## ANNEXURE-IV: FORMAT FOR SUBMISSION OF PRICE BID

Having examined the tender document, inspected the NIT-Tiruchirappalli Premises and having submitted the technical bid/application, in prescribed Format, for the same, I/we, the undersigned, hereby submit the financial bid application for providing the outsourced security services along with required personnel, vehicles/Radio equipment's, material/consumables and other administrative costs, for defined service area in the NIT-Tiruchirappalli, as per detailed scope of work provided in Chapter-V of the tender document, as under:

1. Personnel Cost Per Month for 198 Outsourced security guards:

- a) Total number of personnel required under different categories, per day as per our own assessment is:

Category	Number of Personnel required
<b>Security Guards</b>	<b>198</b>

**A. Price Bid – Security Guard (Without Arms)/Supervisors/Unit Chief Supervisor.**

Wages to be quoted as per File. No.1/16(6)/2020-LS-II of Govt. of India Dt. 23.04.2021

Basic wages & Variable Dearness Allowance for Security Supervisor and UCS will be the same as Security Guard.

NIT Tiruchirappalli comes under the "Area – B" of minimum wages act.

S.No	Description	Value
1.	(Basic + VDA) per duty (8 hours) - (A)  (EPF, ESIC, GST & Bonus will be as per the existing percentage of Government rate and ceiling limit should be followed. )	Rs.714.00
2.	No of duties per day (including 3 shifts) - (B)	198
3.	(Basic + VDA) per day for 198 duties - (C) [C = A x B]	Rs.1,41,372
4.	Annual Wages (365 days x C)	Rs. 5,16,00,780
*5.	The Administrative/Service Charges/Percentage <b>(If Administrative/Service Charges/Percentage quoted are found to be less than 1% of total at Sl.No.4, the tender is liable to be rejected)</b> quoted in Sl.No.4 should be inclusive of all the items provided by the bidder- Sservice Charges shall be given Per Month (Rs.)  *In case of more than one eligible bidder quoting the lowest service-charges/rate/percentage, NITT Administration reserves its right to evaluate the financial bid comprehensively on the basis of the highest average annual turnover of the last three financial years (2017-18, 2018-19 & 2019-20).	Rs...../- Per Month.(to be filled by the Bidder)

**Service Charge For Providing Contractual Security Service for 198 Security Guards per month**

**Rupees;**

**(In words)** \_\_\_\_\_

Rs. \_\_\_\_\_/-

## 2. UNDERTAKING:

- a) I/We hereby confirm that the Basis plus VDA and other statutory payments quoted above is not less than the current minimum wages stipulated by the Ministry of Labour and Employment, Government of India and that other mandatory charges, i.e. EPF, ESI, EDLI & Bonus etc. are in conformity with the provisions of the respective Acts/Rules. I/We further agree that the Financial Bid will be rejected if any of the above rates and percentage is not in compliance with the respective statutory laws as and when amended from time to time and we abide by the terms, clause and condition of chapter -9 of the Financial Terms and condition of this tender document.
- b) From the above mentioned administrative /service charges, the tenderer shall be solely liable to pay/discharge the responsibilities as per the requirement of the various Acts/Rules, like Wages, EPF, ESIC, Bonus etc as and when amended from time to time, during the currency of the contract. The tenderer shall also be responsible for payment, if any, under the Employees Compensation Act and all statutory liabilities as and when they become applicable.
- c) I/We do hereby confirm that Motor cycle/Four Wheeler /Radio Equipment/tools, and material/consumables required per month shall be satisfactorily borne-out from the quoted service rate above and shall be sufficient to satisfactorily discharge the given scope of work under the tender document.
- d) I / We do hereby confirm that the above-mentioned monthly service rate for the contractual security services as per the scope of work specified in Chapter-V of this tender document is inclusive of all requisite personnel, motor cycle, four-wheeler/Radio equipment's /tools/materials//consumables and any other administrative/incidental/sundry/miscellaneous costs and shall be valid till the expiry of the contract of this tender document).
- e) **\*I/We also undertake that the service charges quoted above is after taking into account not only the initial price (for procurement of vehicles/walkie talkies/setting up of branch office within 70 km radius of NITT) but also maintenance and operational cost till the expiry of contract.**

Date:

Signature of authorized person

Place:

Full Name:

Seal:

Name of the applicant/bidding  
Agency

**ANNEXURE-V: PRICE BID UNDERTAKING**

(To be given on Company Letter Head)

From (Full Name and Address of the Bidder)

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To

The Director,  
National Institute of Technology,  
Tiruchirappalli – 620015.  
Tamil Nadu, India,

Dear Sir/Madam,

1. I/We submit the Price Bid for \_\_\_\_\_ and related activities as envisaged in the Bid document.
2. I/We have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them, including “Chapter-9” Financial Terms and Conditions.
3. I/We offer to work at the rates as indicated in the price bid, inclusive of all applicable taxes and GST component on reimbursement method.
4. I/We shall not tamper/modify downloaded price bid template from [www.nitt.edu/tenders](http://www.nitt.edu/tenders) in any manner. That we shall not ask for any rise/increase in the service rate/charge in case of extension of the present work order/contract.
5. I/We have signed and affixed the seal of our/my company/firm in all the, each and every page/papers of the tender document submitted by my firm/company

Yours Faithfully,

Signature of Authorized Representative with Seal

**ANNEXURE – VI : MANDATE FOR REIMBURSEMENT PAYMENT FROM NIT-Tiruchirappalli  
AND SALARY CREDIT UNDERTAKING FOR SECURITY GUARDS.**

(to be given on company letter head)

Date: \_\_\_\_\_

From (Full Name and Address of the Bidder)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

The Director,  
National Institute of Technology,  
Tiruchirappalli – 620015.  
Tamil Nadu, India,

Dear Sir/Madam,

I/We agree that the payment/salary/wages for the employed security guards in NIT-Tiruchirappalli during the course of contract will be paid by on or before 7<sup>th</sup> of every month irrespective of date of reimbursement of bills by NITT, in case of holiday the next working day the salary will be credited to the bank saving account of the security guards.

I/We clearly understand that the bill payment system from NIT-Tiruchirappalli will be on **reimbursed method** only.

I/We clearly state that our company is financially robust and will be responsible for all the financial commitments to the security guards employed in NIT-Tiruchirappalli.

I/We agree to the penalty imposed upon delay in disbursing the wages to the security guards and that the penalty will be Rs 1000/- per day, and that the penalty will be deducted from the service charges of the contract.

Yours Faithfully,

Signature of Authorized Representative with Seal

**ANNEXURE – VII : MANDATE FOR PAYMENT THROUGH NEFT/RTGS**  
(To be obtained in the Letter Head of the Bank for effective payment)

Date: \_\_\_\_\_

From (Full Name and Address of the Bidder)

To

The Director,  
National Institute of Technology,  
Tiruchirappalli – 620015.  
Tamil Nadu, India.

Sir/Madam,

**BANK ACCOUNT PARTICULARS (TO BE CERTIFIED BY BANKER)**

Name and address of the Supplier/Company/ Firm/Agency/Contractor	
Name of the Account Holder	
Name of the Bank	
Branch Name	
Account Number	
Type of the Account	
Branch Code	
IFS Code	

Certified that the particulars furnished above are correct as per our records.

Thanking you,

Yours truly,

(Signature of the Authorized Officer from the Bank with Seal)

## ANNEXURE – VIII: UNDERTAKING BEFORE SUBMITTING THE BID

To

The Director,  
National Institute of Technology,  
Tiruchirappalli – 620015,  
Tamil Nadu, India.

Name of the firm/Agency \_\_\_\_\_

Name of the tender \_\_\_\_\_ Due date: \_\_\_\_\_

Sir/Madam,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed in the NIT Tiruchirappalli through individual Security Guards Bank Account as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation & that agree for the reimbursed method of bill payment from the NIT-Tiruchirappalli..
4. I/We shall provide strictly all the security guards, necessary security accessories and necessary security training as per the Private Security agencies (Regulation) Act 2005 and must comply with and follow all the provision of Tamil Nadu Private Security Agency Rules 2008.
5. I/We do hereby undertake that complete security of the NIT Tiruchirappalli shall be ensured by our Security Agency. The security money deposited by me/us will forfeit in case of any loss is caused to the Institute due to any security lapse, as well as any other Point considered by our Agency. Our Security Service shall be covered under “Fidelity Bond” through Insurance Agency for minimum sum of Rs. \_\_\_\_\_ Lakhs (Rupees \_\_\_\_\_). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone. No.

**ANNEXURE-IX:**

**DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART IN TENDER**

(To be executed & attested by Public Notary/Executive Magistrate on Rs.100/- non judicial Stamp paper by the Tenderer)

I/We \_\_\_\_\_ (Tenderer) hereby declare that the firm/agency namely M/s. \_\_\_\_\_ has not been blacklisted or debarred in the past by Union/State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labour court(s).

I/We \_\_\_\_\_ (Tenderer) hereby declare that the Firm/agency namely M/s. \_\_\_\_\_ was **not blacklisted or debarred** by Union / State Government or any Organization from taking part in Government tenders.

In case the above information found false, I/We are fully aware that the tender/contract will be rejected/cancelled by the NIT, Tiruchirappalli, and the SD (Security Deposit) shall be forfeited and action shall be initiated as per tender provisions and bid security declaration form.

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

DEPONENT

Attested:

(Public Notary/Executive Magistrate) with Date

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**ANNEXURE- X:**

**DECLARATION REGARDING NON-PENALIZE/PUNISH FOR TAKING PART IN TENDER**

(To be executed & attested by Public Notary/Executive Magistrate on Rs.100/- non judicial Stamp paper by the Tenderer)

I/We \_\_\_\_\_ (Tenderer) hereby declare that the firm/agency namely M/s. \_\_\_\_\_ has not been penalized in the past years by Labour Court, EPFO & ESI by way imprisonment.

Or

I/We \_\_\_\_\_ (Tenderer) hereby declare that the Firm/agency namely M/s. \_\_\_\_\_ has not been penalized/punished by Union/State Government or any Organization from taking part in Government tenders.

In case the above information found false, I/We are fully aware that the tender/contract will be rejected/cancelled by the University, and SD (Security Deposit) shall be forfeited and action shall be initiated as per tender provisions and bid security declaration form.

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

DEPONENT

Attested:

(Public Notary/Executive Magistrate) with Date

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**ANNEXURE- XI:**

**DECLARATION REGARDING NON PENDING CRIMINAL CASE FOR TAKING PART IN TENDER**

(To be executed & attested by Public Notary/Executive Magistrate on Rs.100/- non judicial Stamp paper by the Tenderer)

I/We \_\_\_\_\_ (Tenderer) hereby declare that the firm/agency namely  
M/s. \_\_\_\_\_ has no criminal case is pending against  
Partners/Proprietor/Others.

Or

I/We \_\_\_\_\_ (Tenderer) hereby declare that the Firm/agency namely  
M/s. \_\_\_\_\_ has not having any **pending criminal case**  
**against Partners/Proprietor/Others** for a period of \_\_\_\_\_ years w.e.f. \_\_\_\_\_ to  
\_\_\_\_\_..

In case the above information found false, I/We are fully aware that the tender/contract will be rejected/cancelled by the University, and the SD (Security Deposit) shall be forfeited and action shall be initiated as per tender provisions and bid security declaration form.

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

DEPONENT

Attested:

(Public Notary/Executive Magistrate) with Date

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**ANNEXURE- XII:**

**DETAILS/PARTICULARS OF PERFORMANCE GRADING**

(Furnish this information for each individual work from the employer for whom the out-sourcing security work was executed)

1. Name of the contract and location
2. Agreement no.
  - A) Scope of Contract
  - B) Contract Cost
  - C) Date of start
  - D) Period
  - E) Amount of compensation/penalties levied, if any
  - F) Performance Report
    - I) Quality of Services - Excellent/Very Good/Good/Fair
    - II) Resourcefulness - Excellent/Very Good/Good/Fair
- 3) Compliance of all statutory requirements- Yes / No
- 4) Overall grading - Excellent/Very Good/Good/Fair

(Signature Seal of the Organization)

Date:

Place:

**ANNEXURE- XIII:**

**CERTIFICATE FOR THE VEHICLE MILEAGE OF FOUR WHEELER**

I/We (M/s. Name of the Security Agency) certify that

Vehicle Registration No. \_\_\_\_\_

Make/Model \_\_\_\_\_

Vehicle Category \_\_\_\_\_

Month & Year of Manufacturing \_\_\_\_\_

Mileage of Vehicle per litre (Petrol/Diesel) \_\_\_\_\_

Bidder Signature and seal with date

## **ANNEXURE- XIV :**

### **INTEGRITY PACT (for the use of successful bidder)**

(To be submitted on Rs. 100/- stamp paper)

The Director, NIT-Tiruchirappalli (represented by the Authorized Person), having office at NIT Tiruchirappalli, Tamilnadu – 620015, hereinafter referred to as the 'NIT Tiruchirappalli Administration',

AND

(Name of The Applicants and consortium members) ..... hereinafter referred to as "The applicant/service provider/contractor".

**Preamble:** The NIT Tiruchirappalli Administration intends to award, under laid down organizational procedures, contract for Tender No. .... The department values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its applicants. The Central Vigilance Commission (CVC) has been promoting integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organizations.

#### **Section 1. Commitments of the Department**

- (1) The department commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - (a) No employee of the department, personally or through family members, shall in connection with the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  - (b) The department shall, during the pre-contract stage, treat all APPLICANTS alike, and shall provide to all APPLICANTS the same information and shall not provide any such information to any particular APPLICANT which could afford an advantage to that particular APPLICANT in comparison to other APPLICANTS.
  - (c) The department shall exclude from the process all known prejudicial persons.
- (2) If the department obtains information on the conduct of any of its employees which is a criminal offence under the relevant anti-corruption laws of India, or if there be a substantive suspicion in this regard, the department shall inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case, while an enquiry is being conducted by the department, the proceedings under the contract would not be stalled.

#### **Section 2. Commitments of the Applicant / Service Provider / Contractor**

- (1) The applicant/service provider commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post- contract stages. He commits himself to observe the following principles during the contract execution.

- (a) The applicant/service provider shall not, directly or through any other person or firm, offer, promise or give to any of the department's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.
- (b) The applicant/service provider shall not enter with other applicants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of applications, or any other actions to restrict competitiveness, or to introduce cartelization in the tender process.
- (c) The applicant/service provider shall not commit any offence, under the relevant anticorruption laws of India; further the applicant/service provider shall not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the department, as part of the business relationship, regarding plans, technical applications and business details, including information contained or transmitted electronically.
- (d) The applicant shall not collude with other parties interested in the contract to impair the transparency, fairness and progress of the tender process, application evaluation, contracting and implementation of the contract.
- (e) The applicant/service provider shall, when presenting his application, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
- (f) The applicant commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (g) The applicant shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Income-Tax Department.
- (2) The applicant/service provider shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3. Disqualification from or exclusion from future contracts**

1. If the applicant, before award of contract, has committed a transgression, through a violation of Section-2 or in any other form, such as to put his reliability as applicant, into question, the department is entitled to disqualify the applicant, from the tender process, or to terminate the contract, if already signed, for such reason.
2. If the applicant/service provider has committed a transgression, through a violation of Section-2, such as to put his reliability, or credibility into question, the "NIT Tiruchirappalli Administration" is entitled to disqualify the applicant/service provider from the tender process, terminate the contract if already awarded and also, to exclude the applicant/service provider from future contract award processes. The imposition and duration of the exclusion shall be determined by the severity of the transgression. The severity shall be determined, by the circumstances of the case, in particular the number of transgressions, the position of the

transgressions within the hierarchy of the concern of the applicant and the amount of the damage. The execution shall be imposed for a minimum of 6 months and maximum of 3 years.

3. The applicant accepts and undertakes to respect and uphold, the “NIT Tiruchirappalli Administration” absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken.

#### **Section 4. Compensation for damages**

1. If the “NIT Tiruchirappalli Administration” has disqualified the applicant, from the tender process prior to the award, according to Section-3, the department is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the “NIT Tiruchirappalli Administration” has terminated the contract according to Section-3, or if the department is entitled to terminate the contract according to Section-3, the department shall be entitled to demand and recover from the service provider, liquidated damages equivalent to 5% of the contract value, or the amount equivalent to Security Deposit/Performance Guarantee, whichever is higher.

3. The applicant agrees and undertakes to pay the said amounts, without protest or demur.

#### **Section 5. Previous transgression**

1. The applicant declares that, no previous transgression has occurred in the last 3 years, with any other company, in any country, or with any other Central/State Govt. organization or PSU, that could justify his exclusion from the award of the contract.

2. If the applicant makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

3. The applicant or any of its partners/directors, etc., should not have been blacklisted/debarred by any of the government agencies or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws, etc. by any court or any authority appointed to enforce any labour laws.

#### **Section 6. Equal treatment of all Applicants/Service Providers/Sub-Contractors**

1. The applicant/service provider undertakes to demand from all sub-contractors, a commitment in conformity with this Integrity Pact, and to submit it to the department before contract signing.

2. The “NIT Tiruchirappalli Administration” shall enter into agreements with identical conditions as this one which all applicants, service providers and sub-contractor.

3. The ‘NIT Tiruchirappalli Administration’ shall disqualify all applicants from the tender process, who do not sign this part or violates its provisions.

#### **Section 7. Criminal charges against violating Applicants/ Service Providers**

1. If the ‘NIT Tiruchirappalli Administration’ obtains knowledge of conduct of an applicant/service provider or sub-contractor, or of an employee, or a representative, or an associate of an applicant/service provider, or sub-contractor, which constitutes corruption, or if the ‘NIT Tiruchirappalli Administration’ has

substantive suspicion, in this regard, the department shall take necessary action accordingly.

**Section 8. Pact Duration**

1. This pact begins when both parties have signed it. It expires 12 months after the last payment under the contract agreement is made.
2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid, despite the lapse of this Pact, as specified above, unless it is discharged/determined the department.
3. The Pact duration in respect of unsuccessful applicants shall expire after 3 months of the award of the contract.

**Section 9. Other Provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the NIT Tiruchirappalli, i.e. Tiruchirappalli, Tamilnadu.
2. Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on the both parties.
3. If the applicant / service provider is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement, to their original intentions.

For the "NIT Tiruchirappalli"  
Place: Tiruchirappalli.

For the Applicant/Service Provider

Witness-1 : .....

Witness-2 : .....

Date :

## ANNEXURE- XV :

## AFFIDAVIT (for the use of successful bidder)

(For Compliance Of The EPF & MP Act, 1952)

(To be furnished by contractor along with the contract document)

Whereas, M/s Agency Name In Block & Capital Letters has been awarded the contract for providing contractual security service in NIT – Tiruchirappalli from \_\_\_\_\_ to \_\_\_\_\_ vide work order No.: \_\_\_\_\_ dated \_\_\_\_\_ Tender No.: \_\_\_\_\_ by NIT–Tiruchirappalli Administration, to execute the job/work on the terms and condition as stipulated therein as per the agreement /contract.

In pursuance of the above, I/We \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_ and Proprietor/Partner/Director/Authorized Representative (Designation) \_\_\_\_\_ of M/s. Agency Name in block & Capital Letters hereby the firm abide by the rules stipulated below & declare as follows:

That the provision of the Employee Provident Fund & Miscellaneous Provision Act, 1952 will be complied and it will follow all the liabilities on account of EPF contribution/dues for the employees/workers deployed by M/s. Agency Name in Block & Capital Letters at NIT–Tiruchirappalli.

The EPF Company Code is: xxxxxxxxxx

The address of the EPF Office for EPF Remittance is: xxxxxxxxxxxx

That no contract employee will be deployed in NIT–Tiruchirappalli, without EPF Number & Registration of the employee with EPFO.

The agency will submit the EPF number of all the contract employees along with the Aadhaar copy to NIT–Tiruchirappalli Administration, within a week of implementing the Contract.

The agency will submit the EPF dues of the contract employees deployed at NIT-Tiruchirappalli, at respective employee EPF code by the XX of each and every month.

The agency will submit EPF Challan with CRRN receipt only. Delay in submission of (EPF & ESIC) payment bill of the manpower deployed in NITT by the agency, will invite Rs-500/- Per day penalty from NITT. Only EPF Challan with CRRN will be accepted, any EPF Challan submitted with TRRN will invite Rs; 500/- (Five hundred Only) Fine per day till the CRRN bill is submitted. Continuous TRRN challan submission by the agency for more than three times will invite contract termination by the NIT-Tiruchirappalli Administration. The agency agrees for the above clause.

The agency will submit the EPF remittance bill/challan of every month by 20<sup>th</sup> to NIT–Tiruchirappalli Administration.

The agency abide in paying the fine of Rs. 500/-, each day after 20<sup>th</sup> of every month, for delay in submission of EPF bill to NIT–Tiruchirappalli administration.

The agency will submit the wage slip as per Annexure “A” with full particulars of the contract employee and with the details of the EPF remittance of the respective contract employee to NIT–Tiruchirappalli administration by xx of every month, along with the contract employees Signature.

The agency will submit the contractor copy of EPF returns, submitted to EPF office, as per EPF rules and regulation.

The agency authorises the NIT–Tiruchirappalli Administration institute representative to inspect the EPF accounts of the agency, with the EPF Treasury (Where the EPF payment of contractual employee deployed at NIT–Tiruchirappalli is made).

Where EPF payment are not made for more than two months, the agency gives the right To NIT–Tiruchirappalli, to deduct the EPF amount of all the respective contract employees deployed at NIT–Tiruchirappalli & directly submit the EPF contribution to EPF treasury **under the agency EPF Code:xxxxxxxxxxxxxx**.

Also, the agency agrees to the fine levied by NIT–Tiruchirappalli of 2% of the total performance security bond deposited with NIT–Tiruchirappalli for every default of EPF payment by the agency.

I shall be stand responsible for any such future claim and action/proceeding if any, with regard to EPF dues/outstanding received through concerned authorities.

Further, I shall keep NIT–Tiruchirappalli, fully indemnified and free from all such EPF dues/outstanding claims/demands/action/proceedings, if any, against NIT-Tiruchirappalli, in respect of aforesaid contract and NIT–Tiruchirappalli shall have no liabilities on this account.

In witness whereof, I/We \_\_\_\_\_ on behalf of  
M/s. \_\_\_\_\_ executed this indemnity  
bond on dated \_\_\_\_\_ mentioned above.

Signature of Contractor/Authorized Representative of Contractor with Company seal

Witnesses:

1) Signature  
Name:  
Address:

2) Signature  
Name:  
Address:

**ANNEXURE- XVI :**

**AFFIDAVIT (for the use of successful bidder)**

(For Compliance Of The ESIC Act, 1948)

(To be furnished by contractor along with the contract document)

Whereas, M/s Agency Name In Block & Capital Letters has been awarded the contract for providing contractual security service in NIT – Tiruchirappalli from \_\_\_\_\_ to \_\_\_\_\_ vide work order No.: \_\_\_\_\_ dated \_\_\_\_\_ Tender No.: \_\_\_\_\_ by NIT–Tiruchirappalli Administration, to execute the job/work on the terms and condition as stipulated therein as per the agreement /contract.

In pursuance of the above, I/We \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_ and Proprietor/Partner/Director/Authorized Representative (Designation) \_\_\_\_\_ of M/s. Agency Name in block & Capital Letters hereby the firm abide by the rules stipulated below & declare as follows:

That the provision of the Employees State Insurance Corporation Act, 1948 will be complied and it will follow all the liabilities on account of EPF contribution/dues for the employees/workers deployed by M/s. Agency Name in Block & Capital Letters at NIT–Tiruchirappalli.

The ESIC Company Code is: xxxxxxxxxx

The address of the ESIC office for ESIC remittance is: xxxxxxxxxx

That no Contract Employee will be deployed in NIT–Tiruchirappalli, without ESIC Number & Registration of the employee with ESIC.

The agency will submit the ESIC Number of all the contract employees along with the Aadhaar copy to NIT–Tiruchirappalli administration, within a week of implementing the contract.

The agency will submit the ESIC dues of the contract employees deployed at NIT–Tiruchirappalli, at respective employee ESIC Code by the XX of each and every month.

The agency will submit the ESIC remittance bill/challan of every month by 20th to NIT–Tiruchirappalli administration.

The agency abide in paying the fine of Rs. 500/-, each day after 20<sup>th</sup> of every month, for delay in submission of ESIC bill to NIT–Tiruchirappalli administration.

The agency will submit the wage slip as per Annexure “A” with full particulars of the contract employee and with the details of the ESIC remittance of the respective contract employee to NIT–Tiruchirappalli administration by xx of every month, along with the contract employee signature.

The agency will submit the contractor copy of ESIC returns, submitted to ESIC office, as per ESIC rules and regulation.

The agency authorizes the NIT–Tiruchirappalli administration institute representative to inspect the EPF accounts of the agency, with the ESIC treasury (where the ESIC payment of contractual employee deployed at NIT–Tiruchirappalli is made).

Where ESIC payment are not made for more than two months, the agency gives the right to NIT–Tiruchirappalli, to deduct the ESIC amount of all the respective contract employees deployed at NIT–Tiruchirappalli & directly submit the ESIC contribution to ESIC treasury **under the agency ESIC Code:xxxxxxx**.

Also, the agency agrees to the fine levied by NIT–Tiruchirappalli of 2% of the total performance security bond deposited with NIT–Tiruchirappalli for every default of ESIC payment by the agency.

I shall be stand responsible for any such future claim and action/proceeding if any, with regard to ESIC dues/outstanding received through concerned authorities.

Further, I shall keep NIT–Tiruchirappalli, fully indemnified and free from all such ESIC dues/outstanding claims/demands/action/proceedings, if any, against NIT-Tiruchirappalli in respect of aforesaid contract and NIT-Tiruchirappalli shall have no liabilities on this account.

In witness whereof, I/We \_\_\_\_\_ on behalf of  
M/s. \_\_\_\_\_ executed this indemnity  
bond on dated \_\_\_\_\_ mentioned above.

Signature of Contractor/Authorized Representative of Contractor with Company seal

Witnesses:

- 1)     Signature  
       Name:  
       Address:
  
- 2)     Signature  
       Name:  
       Address:

## ANNEXURE- XVII : UTILIZATION CERTIFICATE (for the use of successful bidder)

(To be provided every month by the Service Provider in the Letter Head along with the Monthly bill)

To

The Director,  
National Institute of Technology,  
Tiruchirappalli – 620015,  
Tamil Nadu, India.

### Sub: UTILIZATION CERTIFICATE

1. This is hereby confirmed that the Basic plus VDA, other statutory payments quoted in the bill for the Month of \_\_\_ Year \_\_\_ is not less than the current minimum wages stipulated by the Ministry of Labour and Employment, Government of India and that other mandatory charges, i.e. EPF, ESI, EDLI & Bonus etc. are in conformity with the provisions of the respective Acts/Rules. It is further agreed that the contract dated \_\_\_ shall be terminated if any of the above rates and percentage are not in compliance with the respective statutory law(s).
2. The utilization certificate is provided for the \_\_\_\_\_ Manpower deployed in NIT-Tiruchirappalli Campus for contractual security service.
3. Enclosed herewith the proof of having deposited the amount of contribution claimed by us/me on account of ESI & EPF towards the contractual security personnel deployed at the “NIT-Tiruchirappalli Campus” in their respective names & saving accounts for the payments of previous month.
4. It is further certified that the payments for the previous month has been made as per the Minimum Wages Act.

Sl No	Payment Details	Amount (Figures)	Amount in Words
1)	Basic Wage+VDA		
2)	EPF		
3)	ESIC		
4)	Bonus		
5)	Others if Any		
6)	Total		

Authorized Signatory

M/s \_\_\_\_\_

(Rubber Seal)

**ANNEXURE XVIII:**

**UNDERTAKING LETTER (for the use of successful bidder)**

(TO BE SUBMITTED BY THE SECURITY AGENCY LETTER HEAD ALONG WITH EACH MONTHLY BILL FOR COMPLIANCE OF THE PROVISIONS OF CONTRACT LABOUR (REGULATION & ABOLITION) ACT, RULES AND OTHER LAWS AS APPLICABLE)

To

The Director,  
National Institute of Technology,  
Tiruchirappalli – 620015,  
Tamil Nadu, India.

Name of the firm/Agency \_\_\_\_\_

Name of the tender \_\_\_\_\_ Due date: \_\_\_\_\_

Sir/Madam,

I \_\_\_\_\_ S/o

\_\_\_\_\_ proprietor/partner/Director of M/s  
\_\_\_\_\_, do hereby declare and undertake as under:-

1. That in the capacity of Security Agency with regard to security Manpower deployed at (Description of Principal employer) against work order No. \_\_\_\_\_ dated \_\_\_\_\_

I / We have complied with the provisions of Contract Labour (R & A) Act 1970 in holding a valid license under the Act and rules thereto. I have paid the wages for the month of \_\_\_\_\_ As per DGR rates/Minimum wage Act to all my employees and no dues are payable to any employee.

2. That I have covered all the eligible employees under the Employees Provident Fund and Miscellaneous Provisions Act and the Employees State Insurance Act and deposited the contribution under our code number for the following months and as such no amount whatsoever is payable.

3. It is certified that the EPF challan for Rs. \_\_\_\_\_ and ESI Challan for Rs. \_\_\_\_\_ enclosed with my bill pertains to my workers whose name are appearing in the wage sheet for the month \_\_\_\_\_

4. I further declare and undertake that in case any liability pertaining to my employees is to be discharged by the Principal employer for my lapses, I undertake to reimburse the same or the Principal Employer is authorize to deduct the same from my dues as payable.

Authorised Signatory

M/s \_\_\_\_\_

(Rubber Seal)

## **ANNEXURE XIX:**

### **DRAFT AGREEMENT**

**(To be executed by the successful bidder)**

This AGREEMENT made on this ..... between the NITT and M/s..... (Hereinafter referred to as Agency) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assignees of the OTHER PART.

WHEREAS NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI is desirous of giving a work contract for providing the security arrangement at NIT Campus at Tiruchirappalli, Tamil Nadu – 620015.

WHEREAS Agency has represented that he is a registered Agency under the provisions of Contract Labour (Regulation and Abolition Act), 1970 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 thereto for the purpose of entering into and/or execution of this contract shall be carried out by the Agency at his own expenses, etc. and the Agency shall report the compliance thereof to NITT. The Agency shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS NITT has agreed to award the contract of work of security arrangements and to keep a strict watch and ward of the land and properties hereinafter mentioned as work assigned details of which given at Appendix II.

AND WHEREAS the Agency has agreed to furnish Security Deposit equivalent to **3% of the Contract Value** in the form of demand draft drawn in favour of The Director, NITT, within one week on receiving the offer letter for security services in NITT. **Alternatively, 50% can be furnished in the form of Demand Draft/Bank Guarantee and remaining 50% will be deducted in five equal installments of 10% each, in 5 months.**

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

#### **A. GENERAL CONDITIONS**

1. That it is expressly understood and agreed between the parties to this Agreement that the persons (Ex-Servicemen, Civilian Security Guards and Lady Security Guards) deployed by the Agency for the services mentioned above shall be the employees of the Agency, who in turn for all intents and purposes, be the employer for the persons so deployed and shall remain under the control and supervision of the Agency and in no case, a relationship of employer and employee between the said persons and the NITT shall accrue/arise implicitly or explicitly ever.
2. That on taking over the responsibility of the work assigned the Agency shall formulate the mechanism and duty assignment of work to its personnel in consultation with Security Officer of NITT or his authorized representative. Subsequently, the Agency shall review the work assigned from time to time and advise the Security Officer for further streamlining their system. The Agency shall further be bound by and carry out the directions/instructions given to him by the Security Officer or the officer designated by him in this respect from time to time.

3. That the Security Officer or any other officer authorized by NITT, shall be at liberty to carry out surprise check on the persons as deployed by the Agency in order to ensure that personnel deployed by him are doing their duties proficiently.
4. That the agency will submit FORM VII from the Labour commissioner Office for Commencement of work in NITT Campus within 15 days from receiving the work order from NITT for Security Services in NITT Campus
5. That in case any of the persons so deployed by the Agency does not come up to the mark or does not perform his duties properly or commit misconduct or indulge in any unlawful riots or disorderly conduct, the Agency shall immediately withdraw/replace and take suitable action against such persons on the report of the Security Officer in this respect.

#### **B. AGENCY'S OBLIGATIONS**

1. That the Agency shall carefully and diligently perform the work assigned to him as mentioned at Appendix-II as deemed fit by him in consultation with the Security Officer.
2. That for performing the assigned work, the Agency shall deploy medically and physically fit persons. The Agency shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. Persons so engaged by the Agency shall be from amongst the retired/released Ex-Service personnel of Army, Para Military or Police of integrity and good conduct. The Security personnel should be of (a) age group between 40 and 55 years in the case of Ex-Servicemen and 25 and 40 years in the case of civilians (b) The Security Guards should have the ability to check Identity cards of those who enter the Institutes and Gate passes issued to vehicles to carry out of the Institute any object, material or store. (c) Working knowledge of the languages Tamil and English is desirable for all Security Guards and working knowledge of Tamil, Hindi and English is essential for Security Supervisors (d) The Security Supervisors should be graduates and they should have at least three years' experience, as Supervisor/Shift In-Charge in a similar Institution or larger establishment. They should be physically fit and should be able to read & write in English and Hindi.
3. That the agency will submit the Annexures XIII and XIV, from the tender document within 10 days from the date of receiving the work order from the NITT. Annexure XV and XVI will be submitted by the agency with the monthly invoice.
4. That the Agency shall submit details, such as names, parentage, residential address, age etc. of the persons deployed by him in the premises of NITT. For the purpose of proper identification of the employees of the Agency deployed for the work, the agency shall issue identity cards bearing their photographs/identification, etc. and as such employees shall display their identity cards at the time of duty.
5. That the Agency shall be liable for payment of wages and all other dues within the stipulated time period as per Minimum Wages Act 1948 which they are entitled to receive under the various labour laws and other statutory provisions.
6. That the Agency shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions' omission, fault, breaches under the said Acts, and shall further keep NITT indemnified from all such violations of such Acts/ rules/regulations and/or any bye-laws or rules framed under or any of these, NITT shall be entitled to recover any of such losses or

expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Agency's monthly payments.

8. That the Agency shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to NITT. It shall also comply with the statutory provisions of Contract Labour (Regulation and Abolition) Act, 1970, Employees State Insurance Act, Employees Compensation Act 1923, Payment of Wages Act 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act 1952, Payment of Bonus Act 1965, The Minimum Wages Act 1948, and shall also comply with all the latest amended Acts and Provisions, as and when amended from time to time .
7. That the Agency shall be required to maintain permanent attendance register/roll within the building premises which will be opened for inspection and checking by the authorized officers of NITT.
9. That the Agency shall make the payment of wages, etc. to the persons so deployed through electronic transfer (RTGS/NEFT) directly to their bank accounts and submit the details accordingly to NITT for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Agency to ensure that it is fulfilling its commitments towards their employees so deployed under various Labour Laws, having regard to the duties of NITT in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970.

The entire liability for all the delayed statutory payments such as wages, ESI, EPF etc would be borne by the Agency and any statutory penalty / interest on account of such delay in payment will also be borne by the Agency in addition to the penalty clause mentioned herein in the tender. The agency shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify the Institute against all such liabilities, which are likely to arise out of the agency's failure to fulfill such statutory obligations.

10. That the Agency shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at NITT in their respective names before submitting the bill for the subsequent month.
11. The Security Agency shall be liable with regard to compliance of all the laws, regulation, rules and directions given by any statutory authority with regard to safety, social security, welfare provisions under various labour laws/codes or any other laws in force.
12. That the agency will maintain all the statutory Documents, registers, forms and other supporting documents related to the Contract labour ( Regulation and abolition) Act 1970
13. The Agency shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of its employees so deployed and ensure preservation of peace and protection of persons and property of NITT.
14. The Agency shall remove all workers deployed by it on termination of the contract or on expiry of the contract from the premises of NITT and ensure that no such person shall create any disruption/hindrance/problem of any nature in NITT either explicitly or implicitly.
15. The security money so deposited (in the form of Bank Guarantee) shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Agency and/or loss/damage, if any, sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Agency.

16. The security money will be refunded to the Agency after three months of the expiry of the contract only on the satisfactory performance of the contract.
17. That the Agency shall keep NITT indemnified against all claims whatsoever in respect of the employees deployed by the Agency. In case, any employee of the Agency so deployed enters into dispute of any nature whatsoever, it will be the primary responsibility of the Agency to contest the same. In case NITT is made party and is supposed to contest the case, the NITT will be reimbursed for the actual expenses incurred towards Counsel Fees and other expenses which shall be paid in advance by the Agency to NITT on demand. Further, the Agency shall ensure that no financial or any other liability comes on NITT in this respect of any other nature whatsoever and shall keep NITT indemnified in this respect.
18. The Agency shall further keep the NITT indemnified against any loss to the NITT/ stake holders' property and assets. NITT shall have further right to adjust and/or deduct any of the amounts for the loss suffered as aforesaid from the payments due to the Agency under this contract.
19. That the Agency shall ensure that the persons so deployed do not allow any property of NITT to be taken out of the premises without a Gate Pass signed by the designated officials of NITT. As a safeguard against any dishonesty, connivance and/or ulterior motive, the specimen signature of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the Agency along with subsequent changes, if any. The Security Officer shall make suitable arrangement to ensure compliance.
20. That the Agency shall report promptly to NITT of any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the Agency to ensure security and safety of all the property and assets, movable and immovable of NITT/Stakeholders and if, there is any loss of NITT / Stakeholders on account of dishonesty, and/or due to any lapse on the part of the Agency or his worker, the Agency shall make good on demand the loss to NITT/Stakeholders.
21. That the uniforms supplied by the Agency at its own cost to the persons deployed for its work shall include army cut, anklets, ankle boots, web belt (with baton strap), baton beret with ceremonial heckle, whistle, loaded torches, etc. The seasonal equipment such as jerseys, grey coats in winters and rain coats in monsoon shall also be provided by the Agency at its own cost and NITT shall have no liability whatsoever on this account.
22. The Agency shall impart/ensure training to their employees (deployed in the NITT Campus) on operation of Hand Metal detector, frisking, vehicle checking, firefighting and such other safety and security measures as would essentially be required in connection with this contract.
23. The antecedent's verification (i.e. Police Verification) of the Ex-servicemen/Ex-Para Military Personnel/Ex-Policemen (JCOs & Other Ranks or equivalent) beyond 5 (Five) years of their retirement from Army/Para Military/Police will invariably be done by the Agency within three months of their deployment. In case of any adverse reporting by the Police, the individual will be replaced by the contractor immediately with the suitable replacement having positive police verification.
24. In the event of "**BANDH**" or any other natural calamities the Agency will ensure the availability/relieving of Guards & Supervisors as usual.
25. The Agency shall maintain all relevant registers in the premises in NITT which may have to be presented for inspection by the Labour Authorities as and when required. The Agency shall also

put up a notice board displaying the minimum wages prescribed by the Central Government from time to time.

26. The NITT shall not own any responsibility for providing living accommodation to the personnel deployed by the agency.
27. The Agency will make good of any loss of property or articles etc. and/or compensate for any injury caused by its personnel inside the premises while on duty in the Campus to NITT / Stakeholders through NITT Administration.
28. The Agency shall provide sufficient numbers of cane sticks and torches with battery cell to the security personnel.
29. **A FIRST AID BOX** has to be provided and kept in the main gate security office of NITT by the Agency.
30. In the event of any deficiency in the service rendered by the agency, at any time during the execution of the contract, the Administration shall have the right to impose a suitable penalty which would be recovered from the monthly bill(s) of the agency. The decision of the NITT authority in this respect shall be binding on the agency.
31. **The work may be terminated by serving Three-month notice from contractor / service provider and one month notice from employer NITT.** However, NITT reserves the right to cancel the contract at any time without any prior intimation in the event of any activities adversely affecting the interest of NITT.
32. The Agency on completion of the specified term of contract or on termination of the contract shall peacefully vacate the premises of NITT along with their all personnel and materials.
33. That the agency will submit the revised statutory wages, along with the Government order within a week as and when the Government of India declares. No wages claim will be entertained by NITT in terms of wage arrears, if not submitted by the Agency within the stipulated time.

#### **C. NITT's OBLIGATIONS**

1. That in consideration of the services rendered by the Agency as stated above, the agency will submit the attendance sheet along with statutory payment sheet and this will be verified and certified by the security officer of NITT and also all the sheets are duly certified by the Internal Audits and Finance and Accounts Officer of NITT. Payment will be released accordingly.
2. The payment on account of enhancement/escalation charges on account of revision in wages by the Central Govt. from time to time shall be payable by NITT to the Agency.

**D. PENALTIES/LIABILITIES:** That the Agency shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and security deposit will be forfeited and further the work may be got done from another agency at its risk and cost.

1. No charges in the mutually agreed rates, except, statutory taxes / charges / wages etc. as advised by Government of India from time to time, shall be allowed.
2. NITT shall be entitled to set-off against and deduct and recover from the aforesaid charges and any other sums payable by NITT to the company at any time, any tax, levy or other amount whatsoever

which may be required to be deducted by order of any court/Authority under any law now existent or which may come into existence during the currency of this agreement as also any and all amounts which may be or become payable by the company to NITT under this agreement or pursuant thereto, provided however that NITT will give the company a notice of not less than 3 days prior to the making of any set-off, deduction or recovery (other than a set-off, deduction or recovery made in accordance with any law or required to be made under any law or made pursuant to any order of a court of other authority) against or from the aforesaid charge / sums lying with NITT.

4. The four-wheeler & two-wheeler being out of order for more than one day will attract penalty of Rs. 500/- per Shift.

5. The selected agency should immediately provide replacement for any Security Guard(s)/Shift In-Charge who is (are) absent and ensure that as far as possible no designated post is left vacant in any shift. In case the agency fails to provide replacement within three working days appropriate penalty will be levied as provided in the terms and conditions of contract.

6. Out of total Guard to be deployed at the Institute under the agreement, at least 80% Staff should be from trained civilian and 20% should be from Ex-Military/Para-military/Police Force. In no case the ratio will be altered without the consent of the Institute. Otherwise a penalty @Rs.200/- per security personnel per day will be imposed.

7. The agency should not involve in any bribery/Commission/ or other unethical activities with anyone. The involvement in any such activity shall entail a penalty of Rs.10, 000/- for each such incident and to extent of cancelling the existing contract.

8. Delay in disbursing the wages to the security guards will entail penalty of Rs 1000/- per day, and that the penalty will be deducted from the service charges of the contractor.

9. Delay in submission of (EPF & ESIC) payment bill of the manpower deployed in NITT by the agency, will invite Rs-500/- Per day penalty from NITT.

10. Only EPF Challan with CRRN will be accepted, any EPF Challan submitted with TRRN will invite Rs; 500/- (FIVE Hundred Only) Fine per day till the CRRN bill is submitted.

11. In the event of any deficiency in the service rendered by the agency, at any time during the execution of the contract, the NITT Administration shall have the right to impose a suitable penalty which would be recovered from the monthly bill(s) of the agency. The decision of the NITT authority in this respect shall be binding on the agency.

#### **E. COMMENCEMENT AND TERMINATION**

1. That this agreement shall come into force w.e.f. \_\_\_\_\_ and shall remain in force for a period of one year. This agreement may be extended on such terms and conditions as are mutually agreed upon.

2. That this agreement may be terminated on any of the following contingencies: -

a) On the expiry of the contract period as stated above

- b) By giving one month's notice by NITT, if, it is found that continuation of the contract is not in the interest of NITT. The Agency is not eligible for any compensation or claim in the event of such cancellation.
- c) For committing breach by the Agency of any of the terms and conditions of this agreement.
- d) On assigning the contract or any part thereof to any sub Agency by the Agency without written permission of NITT.
- e) On Agency being declared insolvent by competent Court of Law. During the notice period for termination of the contract, in the situation contemplated above, the Agency shall keep on discharging its duties as before till the expiry of notice period.

#### **POST TERMINATION RESPONSIBILITIES OF THE COMPANY**

- a) Upon Termination of this Agreement, Contractor shall immediately deliver to NITT all the documents and any/all data, held by it and which are in possession/custody/control of its Facility Staff, to NITT. The Company shall also forthwith remove its entire Staff together with its machines/equipment whatsoever from the premises of NITT. This is further subject to the fact that NITT may at its option direct contractor to finish any particular work/works that may on date of termination be outstanding.
- b) Any breach of the obligation or delay in its implementation by the Agency shall without prejudice to other rights at law to NITT, result in damages at the rate of Rs. 10,000 per day with interest thereon at the rate of 18%. This amount may without prejudice to all other rights of recovery vesting by law in NITT be, also recovered from the outstanding monies, if any, of contractor which may at the date be outstanding in the hands of NITT.
- c) The Registrar will be the designated officer for administrating this contract.
- f) **JURISDICTION.** The courts at Tiruchirappali only shall have the jurisdiction for the purpose of this agreement.
- g) **ARBITRATION.** In the event of dispute, differences, claims and questions arising between the parties hereto arising out of this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavor to settle such differences, disputes, claims or questions by friendly consultation and failing such settlement, the same shall be referred to the arbitration of arbitrator, to be appointed by The Director, NITT. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any re-enactment thereof for the time being in force and shall be held in Trichy. All legal disputes will be subject to jurisdiction of Tiruchirappalli courts.
- h) The whole Tender Document with Ref No. NITT/xxx/xxxx/xxxxx **is a part of this agreement, all conditions and rules in that tender document should be followed by the agency.**

In consideration of the payments to be made by the Principal Employer to the Service Provider Contractor as hereinafter mentioned, the Service Provider Contractor hereby Covenants with the Principal Employer to execute and Provide Security services w.e.f. xx/xx/xxxx at 06:00 hrs as per the provisions of this Agreement and the tender document.

The Principal Employer hereby covenants to pay the Service Provider contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. ----- (-----Rupees in words) Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written for and on behalf of the Service Provider Contractor and for and on behalf of the National Institute of Technology Tiruchirappalli (Tamil Nadu).

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written. For and on behalf of The Agency For and on behalf of NITT.

WITNESSES

1. .... 2. ....

.....

3. .... 4. ....

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

S.No	Particulars	Compliance – Wherever applicable indicate page number
1	Whether a Bid Security Declaration form is signed and uploaded.	
2	Whether a valid registration certificate with NSIC has been furnished? What is the validity period for the certificate? Does the certificate hold good for job tendered in our notice inviting tender?	
3	Whether Technical Bid along with <b>ANNEXURES</b> and documents are uploaded as given in the tender document?	
4	Whether Price Bid has been uploaded in the format prescribed in the tender document?	
5	Whether the Price bid has been submitted under the Letter Head of the bidding firm/company/agency?	
6	Whether the Price Bid has been submitted separately in the portal as per the instructions given in the tender document?	
7	Whether all the pages of the tender document (technical bid, its enclosures and Price bid) are duly signed and stamped by the Authorized signatory with digital signature and uploaded?	
8	Whether the technical bid and price bid uploaded separately in the portal CPPP.	
9	Whether the following documents have been enclosed with the Technical Bid: 1. Documents evidencing legal status of the bidder 2. Registration with Labour Department 3. Income tax PAN Number (Xerox) 4. Income tax Return Acknowledgement for the last three years. 5. ESI registration certificate and proof for latest remittances 6. EPF registration Certificate and proof for latest remittance 7. Service Tax registration certificate with proof for latest remittances 8. GSTIN Registration Number with proof of latest remittance 9. Solvency certificate for Rs.50 lakhs from a Nationalized bank/Scheduled commercial bank, 10. List of completed and ongoing security contracts with performance certification from the clientele. 11. Experience/ Certificate/Details regarding (1) Handling of Fire Fighting equipment, (2) Disaster Management (3) Percentage of Ex-Servicemen on the pay rolls of the bidder (4) Wireless operation and other Communication Equipment Proof for having CUG Cellphones (5) Driving licenses for light and heavy vehicles (6) highlighted experience in handling CCTV, Access Control system, computer, communication and wireless equipment etc., (7) Training facilities (8) Name and Address of the banker.	
10	All annexures <b><i>from I to XIII</i></b> filled and submitted along with this tender document	
<b>All the necessary documents with this Tender Document is submitted with page number and self-attestation.</b>		

**Some Important Dates:**

Tender Notification date	XX/XX/2021
Pre-Bid Meeting Date and Time	XX.XX.2021 XXXXXXday 2020 at 02:30 p.m.
Last Date for Submission of Tender	XX.XX.2020 XXXXXXday 2020 up to 03:00 p.m.
Date of Opening of Technical Bid	XX.XX.2020 XXXXXXday 2020 at 03:30 p.m.

**Signature, Seal of the Bidder with Date**

**NOTE: Corrigendum / Addendum / Amendments / Clarification, etc., with respect to works, if any shall be hosted in NITT website and CPPP Portal. Interested bidders / Agencies are advised to visit NITT Website regularly, as no separate information/advertisement shall be published in the newspaper in this regard including any postponement of tender opening date.**