



TENDER DOCUMENT

Total no. of pages: 1-34

FOR PROVIDING SECURITY SERVICES THROUGH OUTSOURCING

AT

NETAJI SUBHAS INSTITUTE OF TECHNOLOGY

Tender Notice No.:220(78)/SEC-TEND/2017

Tender ID No.: 2017_NSIT_134517_1

Last Date of Receipt of Tender Bids: 7/9/2017

**NETAJI SUBHAS INSTITUTE OF TECHNOLOGY
AZAD HIND FAUJ MARG: SECTOR-3, DWARKA
NEW DELHI-110078**

Telephone No.011-25099050

NETAJI SUBHAS INSTITUTE OF TECHNOLOGY
AZAD HIND FAUJ MARG: SECTOR-3, DWARKA
NEW DELHI-110078

CONTENTS

S. NO.	DETAILS	PAGE NO.
1.	Press Tender Notice	3
2.	NIT	4
3.	Instructions to Bidders	5
4.	Terms and conditions of Security Services contract	13
6.	Tender form for Providing Security Services (Annexure I)	21
7.	Scope of work of the Contractor (Annexure II)	23
7.	Undertaking (Annexure III)	25
8.	Form of Bank Guarantee for Bid Security (Annexure IV)	26
9.	Form of Bank Guarantee for Performance Security (Annexure V)	28
10.	Form of Agreement (Annexure VI)	30
11.	Check List for Technical Bid for Security Services (Annexure VII)	32
12.	Financial Bid/Price Bid (Annexure VIII)	33

Security In-Charge, NSIT



NETAJI SUBHAS INSTITUTE OF TECHNOLOGY

An Autonomous Institute of GOVT. OF N. C. T. OF DELHI

Azad Hind Fauj Marg, Sector – 3, Dwarka, New Delhi – 110 078.

Tel: 2509 9050, 2509 9037-42 Fax: 2509 9022

Website : <http://www.nsit.ac.in>

PRESS NOTICE INVITING TENDER (e-procurement)

The Security Incharge invites tenders on behalf of Board of Governors, NSIT from the Firms/Agencies fulfilling the Eligibility Criteria in two bid system (Technical Bid & Financial Bid separately) for the following work through e-Procurement solution only:

Name of Work: Providing Round the Clock Security Services in NSIT
Estimated Cost: Rs.500. Lacs
Tender ID: 2017_NSIT_134517_1
EMD: Rs. 25 Lacs to be deposited online through
ECS/RTGS/NEFTMode only
Time allowed: 24 months
Date of release of tender: 10-8-2017
Pre-Bid Conference: 21-8-2017 at 11.00AM, Venue- Director's Committee Room
**Last Date & Time for
Submission of Tender:** 07-9-2017 at 5.00PM
Opening of Technical Bid: 08-9-2017 at 10.00AM
Note: Date of opening of financial bid shall be communicated to the technically qualified Bidders on completion of the technical evaluation.

Further details of the tender can be seen at <http://govtprocurement.delhi.gov.in>

Security In-charge
PH: 25099050

NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES

Tenders are invited under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership for providing Round the Clock Security Services under which the contractor shall provide uniformed and trained personnel and will use its best endeavors to provide security of building, equipment, materials and staff working in **Netaji Subhas Institute Of Technology (NSIT)** (*Shall be read as Institute*) for monitoring and surveillance of the premises for a period of Two Years on outsourcing basis through **e-tendering**.

Last date of submission/receipt of tender(s) is 7/9/2017 at 5.00 p.m. and will be opened by the Tender Committee on 08/9/2017 at 10.00AM in the Office of Dean UGS NSIT in the presence of tenderers or their authorized representatives who wish to be present. In case, any holiday on the day of opening, the tenders will be opened on the next working day at the same time. No tender by FAX will be entertained.

Security In-Charge
PH. 25099050

**NETAJI SUBHAS INSTITUTE OF TECHNOLOGY
AZAD HIND FAUJ MARG: SECTOR-3, DWARKA
NEW DELHI-110078**

INSTRUCTIONS TO BIDDERS

1. GENERAL:-

1.1 The present tender is being invited for providing Round the Clock Security Services under which the contractor shall provide uniformed and trained personnel and will use its best endeavors to provide security of building, equipments, materials and staff working in **Netaji Subhas Institute Of Technology (NSIT)** (*Shall be read as Institute*) for monitoring and surveillance of the premises.

2 ELIGIBLE BIDDERS:-

2.1 All security agencies who are being run by Ex-Servicemen/Ex-Para-military men and providing similar kind of services for at least last three consecutive years and having annual average turnover of Rs. 1.5 Crore during the last three financial years (2014-15, 2015-16 & 2016-17) in the books of accounts.

Note:-To ascertain whether any bidder agency is being run by Ex-Serviceman/Ex-Para military man, the following criteria shall have to be satisfied:-

- a. In case the bidder is a company, such Ex-Serviceman /Ex-Para military man must have equity shares of more than 50% of the total voting power.
- b. In case the bidder is a partnership /HUF/AOP/BOI, such Ex-Serviceman/Ex-Para military man must be entitled to more than 50% of the profit of such partnership or HUF or AOP/BOI, as the case may be.
- c. In case the bidder is a proprietorship: such Ex-Serviceman/Ex-Para military man must be the proprietor himself

2.2 The bidder should have the experience of completion of similar works in any of the Institutes /Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities as follows:-

- (a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost, i.e., Rs. 2.00 Crore; or
- (b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost, i.e., Rs. 2.5 Crore; or
- (c) One similar completed work costing not less than the amount equal to 80% of the estimated cost, i.e., Rs. 4.00 Crore.

2.3 The agency/ firm should possess a valid license granted by Controlling Authority, Home Department, GNCT of Delhi Private Security Agency Regulation Rules, 2009.

3. QUALIFICATION OF THE BIDDERS:-

- 3.1. The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.
- 3.2. (a) Memorandum of Understanding shall be provided in case the Bidder Comprises of Joint venture/Consortium/Partnership.
(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;
(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- 3.3. The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
- 3.4. Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act.
- 3.5. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
- 3.6. Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the Institute subsequently finds to the contrary, the Institute reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.
- 3.7. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

4. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

5. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the Institute will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

6. VISIT TO INSTITUTE:-

The bidder is required to provide securities services to this Institute and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Institute and is aware of the operational conditions prior to the submission of the tender documents.

7. TENDER DOCUMENTS:-

7.1. Contents of Tender Documents.

7.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Security Services. The Tender document comprises of:

- (a) Notice of Invitation of Tender.
- (b) Instructions to Bidders.
- (c) Terms and Conditions.
- (d) Tender Form for providing security services (Annexure-I)
- (e) Scope of Work (Annexure-II)
- (f) Undertaking (Annexure-III)
- (k) Form of Bank Guarantee for Bid Security (Annexure-IV)
- (l) Form of Bank Guarantee of Performance Security (Annexure-V)
- (m) Form of Agreement (Annexure-VI)
- (n) Check List for Technical Bid for Security Services (Annexure VII)
- (o) Financial/Price Bid for Security Services (Annexure-VIII)

7.1.2. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

7.1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

7.2. CLARIFICATION OF TENDER DOCUMENT

7.2.1. The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Office of Security In-Charge, NSIT.

7.2.2. In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification during the Pre-Bid Conference to be held as per schedule given in the Press NIT.

7.2.3. Except for any written clarification by the Institute, which is expressly stated to be an addendum to the tender document issued by the Office of Security In-Charge NSIT, no written or oral communication, presentation or explanation by any other employee of the Institute shall be taken to bind or fetter the Institute under the contract.

8. PREPARTION OF BIDS

8.1. Language

Bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

8.2. Documents Comprising the Bid

Tender document issued for the purposes of tendering as described in Clause 7.1 and any amendments issued shall be deemed as incorporated in the Bid.

8.2.1. The bidder shall, on or before the date given in the Notice Invitation to Tender shall submit his bid online only.

8.2.2. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of **Rs. 25 Lacs** through ECS/RTGS/NEFT mode only to the following Bank Account:-

<i>Bank details for submission of EMD through RTGS/NEFT:-</i>	
<i>DIRECTOR NSIT EMD ACCOUNT No.</i>	<i>133010029900005 (Director NSIT)</i>
<i>Name of the NSIT Bank</i>	<i>ANDHRA BANK</i>
<i>IFSC CODE</i>	<i>ANDB0001330</i>
<i>RTGS CODE</i>	<i>110011034</i>
<i>Bank address</i>	<i>NSIT Branch, NSIT Campus, Sector-3, Dwarka, New Delhi-110078.</i>
<i>Bank Code</i>	<i>1330</i>

In ECS/RTGS/NEFT mode of payment, bidder must mention their details in the format given below on their letter head mentioning complete address, Mobile no./Telephone no./E-mail, ID etc along with the proof of payment to Bank.

<i>Details of Bidder (Applicant)</i>	
<i>Bank Account No.</i>	
<i>Bank Name</i>	<i><NIT No.> <Name of Work> <Closing date and time of tender> <Bidder Name></i>
<i>Address</i>	<i><Bidder Address & Contract No. etc></i>

Proof of Payment deposited in Andhra Bank shall be uploaded as a part of Technical Bid.

Note: The bidders registered with NSIC are exempted from furnishing Bid Security if eligible.

8.2.3. The Bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works, as stated in Clause No 2.2.(a), (b) and (c), completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of Security Services through trained man power.

8.3. BID PRICES:-

8.3.1 NSIT intends to engage security personnel through outsourcing on minimum wages as notified by Govt. of NCT of Delhi from time to time. Bidder shall quote the service charges as a percentage of wages of the security personnel deployed by him. The wages here refers minimum wages only as notified by the Govt. of Delhi from time to time. For the purpose of computation of the services charges the wages exclude employer's EPF and ESI contribution, GST, etc.

8.3.2 NSIT shall pay to the contractor on account of the following:

- a. Wages of the security personnel as per minimum wages notified by the Govt. of Delhi from time to time in accordance with their category**
- b. Employer's contribution on account of EPF and ESI at statutory rates**
- c. GST as applicable**
- d. Bonus if applicable**
- e. Service charges at contract rate**

Category of Security Personnel:

Supervisor: Equivalent to Graduate and above Supervisor

Security Guard: Semi-Skilled

8.3.3 The service charges quoted by a bidder shall be responsive and same should be inclusive of all costs on account of following:

- a. Uniform, ID card etc.**
- b. Accessories required for security purposes such as whistle, torch, lathi, etc.**
- c. Walky talky**
- d. Patrolling vehicle**
- e. Cost of Leave Reserve other than weekly off**
- f. Expenses on account of training of security personnel in the Institute;**
- g. Costs of character and antecedents verification of security personnel**
- h. Any other Contingent Expenditure.**
- i. Contractor's profit and other overheads, if any**

The service charges quoted by any bidder cannot be less than FOUR percent of wages as specified at 8.3.1 above. The tender of any bidder who quotes the service charges less than FOUR percent of wages shall be liable to be rejected.

8.3.4. Conditional bids/offers will be summarily rejected.

8.4. FORM OF BID:-

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

8.5. Currencies of Bid and Payment:-

The Bidder shall submit his price bid as per clause 8.3 above.

8.6. Duration of Contract:-

The contract may be valid initially for two years and the Institute reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond further two years.

8.7. BID SECURITY:-

- 8.7.1. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs.25 Lacs through ECS/RTGS/NEFT mode as per detail given in clause 8.2.2.
- 8.7.2. Any Tender not accompanied by Bid Security shall be rejected.
- 8.7.3. Bid security of the successful bidder shall be returned/adjusted on receipt of Performance Security in the Institute and after signing the contract agreement.
- 8.7.4. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.
- 8.7.5. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Institute.

8.8. Format and Signing of Bid:-

- 8.8.1. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.
- 8.8.2. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the Institute, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

9. Submission of Bids:-

- 9.1.1. *The bidder shall submit the tender online on the website <http://govtprocurement.delhi.gov.in>*
- 9.1.2. *The Tender should consist of the following documents:-*

Technical Bid:

- (a) Proof of depositing Bid Security (Earnest Money Deposit) for an amount of Rs. 25 Lacs as per detail given in clause 8.2.2.*

- (b) Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
- (c) Self attested copy of PAN under Income Tax Act;
- (d) Self attested copy of GST Registration Number;
- (e) Self attested copy of Valid Registration No. of the Agency/Firm;
- (f) Self attested copy of valid Provident Fund Registration Number;
- (g) Self attested copy of valid ESI Registration Number;
- (h) Self attested copy of valid Licence Number under Contract Labour Act and under any other Acts/Rules;
- (i) Self attested copy of License issued under PSARA.
- (j) Documentary evidence to establish that the bidder agency is run by ex-servicemen or ex-paramilitary men as specified at Sl. No. "a", "b" or "c" at Clause 2.1 for eligibility
- (k) Proof of Average Annual turnover as stated in Clause 2.2 supported by audited Balance Sheet for the mentioned period.
- (l) Proof of experience as stated in Clause 2.2.(a), (b) and (c) supported by Documents issued from the concerned organizations; and
- (m) Duly filled and signed Annexures-I, III, IV, VII and VIII.

9.1.5. The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.

Address of the Institute

Netaji subhas institute of technology
Azad hind fauj marg: sector-3,
Dwarka new delhi-110078

9.2 Late and Delayed Tenders:-

9.2.1. Bids must be received in the Institute at the address specified above not later than the date and time stipulated in the NIT. The Institute may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Institute and the Bidder will be the same.

10.1 Bid Opening and Evaluation:-

- 10.1.1. The authorized representatives of the Institute will open the Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.
- 10.1.2. The bid of any bidder who has not complied with any of the conditions prescribed in the terms and conditions will be summarily rejected.
- 10.1.3. Conditional bids will also be summarily rejected.
- 10.1.4. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

10.2 Right to accept any Bid and to reject any or all Bids:-

- 10.2.1. The NSIT, is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- 10.2.2. The NSIT, may terminate the contract if it is found that the contractor is black-listed on previous occasions by any of the Institutes/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.
- 10.2.3. The NSIT, may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

11.1 Award of Contract:-

- 11.1.1. The NSIT, will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- 11.1.2. The NSIT, will communicate the successful bidder by facsimile confirmed by letter transmitted by Registered post/*Speed Post* that his bid has been accepted. This letter (hereinafter and in the condition of contract called the “Letter of Offer”) shall prescribe the amount which Institute will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- 11.1.3. The successful bidder will be required to execute a agreement in the form specified in Annexure-VI within a period of 30 days from the date of issue of Letter of Offer.
- 11.1.4. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of Letter of Offer for an amount of Rs. 50 Lacs (Rupees Fifty Lacs Only) in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form (Annexure-V) in favour of Director NSIT. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.
- 11.1.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

Signature of the Pr. Employer
(Designation)

TERMS AND CONDITIONS OF SECURITY SERVICES CONTRACT

1. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the Institute and if any change is required on the part of the Institute, a fresh list of staff shall be made available by the agency after each and every change.
2. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the Security personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him in the Institute and to the Labour Department.
3. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month giving particulars of the employees engaged for the Institute works, is required to be submitted to the Institute. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, Institute is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Institute.
4. **The antecedents of security staff deployed shall be got verified by the contractor at his own cost from local police authority and an undertaking in this regard to be submitted to the Institute and Institute shall ensure that the contractor complies with the provisions and ensure the completion of verification of antecedents of the security personnel within three months from the date of commencement of contract. The payment of monthly bills for any period beyond first three months shall be released only after furnishing of complete police verification report in respect of all security personnel by the contractor to NSIT.**
5. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Institute. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. **The payment to the Contractor shall be made on the basis of verification of the attendance of the security personnel through bio-matric attendance record of NSIT.**
6. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
7. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility. The supervisory staff deployed by the contractor will submit daily report to the Security-in-charge NSIT.
8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Institute.
9. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Institute and shall not knowingly lend to any person or company any of the effects of the Institute under its control.
10. The security staff shall not accept any gratitude or reward in any shape.
11. **All security guards/supervisors deployed by the agency/ firm should hold a proper training certificate from an institution recognized by the Controlling Authority, Home Department, GNCT of Delhi Private Security Agency Regulation Act, 2009.**

12. Under the terms of their employment agreement with the Contractor, the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
13. That in the event of any loss occasioned to the Institute, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Institute, the said loss can be claimed from the contractor up to the value of the loss. The decision of the Head of the Institute will be final and binding on the agency.
14. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Institute may issue from time to time and which have been mutually agreed upon between the two parties.
15. The Institute shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior permission of the Institute.
16. The contractor shall be responsible to maintain all property and equipment of the Institute entrusted to it.
17. The contractor will not be held responsible for the damages/sabotage caused to the property of the Institute due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
18. The contractor will deploy supervisors as per the need given by the Institute. The supervisor shall be required to work as per the instructions of Institute.
19. The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs.500/- each occasion and habitual offenders in this regard shall be removed from the Institute. The penalty on this account shall be deducted from the Contractor's bills.
20. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Officers/Faculty/Staff and should project an image of utmost discipline. The Institute shall have right to have any person moved out in case of Officer/Faculty/staff complaints or as decided by representative of the Institute if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
21. The 8 (eight) hours shift generally will be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shift are changeable and shall be fixed by the Institute from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the Institute for double duty, if any.
22. The personnel will have to report to the Institute's security Guard room at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the Institute.
23. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the Institute.
24. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the Institute and the contractor/his representative/personnel authorized by him. The attendance record maintained physically by the contractor on daily basis shall be cross checked by biometric attendance record.
25. Any damage or loss caused by contractor's persons to the Institute in whatever form would be recovered from the contractor.
26. The Institute will give basic training/familiarization of the Security and door keeping services required to be done by the personnel to be deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.

- (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to Rs.1000/- per shift per guard and Rs. 1200/- per shift for each supervisor shall be levied by the Institute and the same shall be deducted from the contractor's bills.
 - (b) In case any of contractor's personnel deployed under the contract fails to report in Time and contractor is unable to provide suitable substitute in time for the same, it will be treated as absence and penalty as mentioned in point 26(a) shall be levied.
 - (c) In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of Rs.1000/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the Institute immediately.
 - (d) In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Institute reserves the right to impose the penalty as detailed below:-
 - i) 2% of cost of order/agreement per week, upto four weeks' delays.
 - ii) After four weeks delay Principal Employer reserves the right to cancel the contract or withhold the agreement and get this job be carried out preferably from other contractor(s) registered with DGR and then from open market or with other agencies if DGR registered agencies are not in a position to provide such Contractor(s). The difference if any will be recovered from the defaulter contractor and also shall be black listed for a period of 4 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.
27. The contractor shall ensure that its personnel shall not at any time, without the consent of the Institute in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Institute and shall not disclose to any information about the affairs of Institute. This clause does not apply to the information, which becomes public knowledge.
28. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
29. The contractor shall deploy his personnel only after obtaining the Institute approval duly submitting curriculum vitae (CV) of these personnel, the Institute shall be informed at least one week in advance and contractor shall be required to obtain the Institute's approval for all such changes along with their CVs.

30. Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

- 31. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- 32. "NOTICE TO PROCEED" means the notice issued by the Institute to the contractor communicating the date on which the work/services under the contract are to be commenced.
- 33. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable.

34. The contract is awarded for a period of Two Years from the date of the commencement (as mentioned in notice to proceed) and after the expiry of the said period, the contract may be extended on annual basis on mutual consent in writing on the same rates, terms and conditions but not beyond Two years from the stipulated date of completion of contract.
35. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Institute, shall be entitled to terminate the contract forthwith duly forfeiting the contractor's performance Guarantee.
36. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Institute may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authority and any sums so paid shall be recoverable by the Institute from the contractor.
37. If any money shall, as the result of any instructions from the Labour Authority or claim or application made under any of the Labour Laws, or Regulations, be directed to be payable by the contractor to the Institute within seven days. The Institute shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
38. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
39. The contractor shall indemnify and hold the Institute harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
40. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and Delhi works Contract Act (wherever applicable).
41. The contracting agency shall not employ any person below the age of 18 years and above the age of 55 years. Manpower so engaged shall be trained for providing security services and fire fighting services before deployment in NSIT.
42. The contracting agency shall employ at least 33% manpower from the category of Ex-Servicemen not above the age of 55 years. All supervisors shall be Ex-serviceman, rank of JCO's or above. The contractor shall provide proof of Ex-Servicemen and Institute shall get it verified on its own. Security staff other than ex-servicemen shall be minimum 10th pass and having training of minimum five days duration for providing security and fire fighting services.
43. The contractor shall ensure to provide female security guards in Girls Hostels.
44. The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Institute will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
45. Security staff engaged by the contractor shall not take part in any staff union and association activities.

46. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis/ballams and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
47. Agency will provide walkie-talkie to each supervisor and to 20% of security guards to ensure effective timely communication between them.
48. The Institute shall not be responsible for providing residential accommodation to any of the employee of the contractor.
49. The Institute shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Institute does not recognize any employee employer relationship with any of the workers of the contractor.
50. If as a result of post payment audit, any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Institute from the agency.
51. If any underpayment is discovered, the amount shall be duly paid to the agency by the Institute.
52. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the Institute.
- 53. The contractor shall disburse the wages to its staff deployed in the Institute every month through ECS.**
54. The contractor should have round the clock control room service in Delhi along with quick response teams to deal with emergent situations.
55. *Any person who is in Government Service or an employee of the Institute or a relative of the employee of NSIT shall not be made a partner to the contract by the contractor directly or indirectly in any manner whatsoever.*
56. *In a case in which by virtue of the provision of the Workman's Compensation Act, the Government of India/Government of Delhi/NSIT is obliged to pay compensation to such person employed by the contractor in execution of the work; the Institute will be entitled to recover from the contractor the amount of compensation so paid or payable.*
57. *The Contractor shall Indemnify the Institute against all other damages/charges and expenses for which the Institute may be held liable to pay on account of the negligence of the contractor or his workers or any person under his control whether in respect of any accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.*
58. *The Principal Employer reserves the right to terminate the contract without assigning any reason by giving to the contractor one calendar month's notice of its intention to do so and on the expiry of the said period of notice, the contract shall come to an end.*
59. *If any information furnished by the contractor is found to be incorrect at any time, the contract is liable to be terminated without any notice and the performance security deposit is liable to be forfeited by the Principal Employer.*

60. *The individual signing the Contract Agreement or any document forming part of the contract on behalf of another or on behalf of a company, partnership firm, consortium or a joint venture shall be responsible to produce a proper power of attorney duly executed in his favour stating that he has authority to bind other such person/persons or the firms as the case may be in all matters pertaining to the contract including the arbitration clauses. If subsequently the person so signing fails to provide the said Power of Attorney within a reasonable time the Institute may, without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable to all costs and damages. In case of any person signing the agreement on behalf of a partnership firm, consortium or a joint venture he will produce letter of authority/resolution passed by the company empowering him to sign the agreement on behalf a company, partnership firm, consortium or a joint venture, as the case may be.*
61. *The contractor has to maintain all the relevant records, registers and documents as required under various Labour Laws including EPF, ESI and Goods & Services Tax (GST) applicable to him from time to time.*
62. *In case of any violation of statutory provisions under Labour Laws including EPF and ESI/Income Tax or Goods & Services Tax (GST) on behalf of the contractor, there will not be any liability on Principal Employer, i.e. NSIT.*
63. *The contractor shall seek instructions from Pr. Employer or other officer authorized by him for the purpose hereinafter referred to as Authorized Officer.*
64. *The contractor shall be responsible for the Security Services in the premises of the Institute as laid down in the agreement.*
65. *If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Institute for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Institute.*
66. *The contractor should have motorised vehicle round the clock for patrolling of Institute.*
67. *Payments of wages to all the security personnel for each month shall have to be made by the contractor through ECS by 7th of the next month. Subsequently, the contractor shall submit his Bill for that month along with documentary evidence of the payment of wages made to the employees for that month. The contractor shall furnish the copy of the Statement of the Bank Account through which payment of wages had been made to the employees along with self attested copies of monthly EPF & ESI Challans & ECR deposited with the concerned authorities in respect of the security personnel deployed at NSIT only for the concerned month. The contractor shall also highlight all the entries in that Bank Statement which are related to the payment of wages to his employees [employee wise] deployed by him at NSIT. This is essential to cross check the payment of actual wages to all the employees. After submission of the Bill, Bank Statement and other relevant documents/Challans>Returns by the Contractor, NSIT will process the release of payment to the contractor for that month.*

NOTE: Rate/Amount of EPF/ESI/Bonus/GST shall not be less than the statutory requirements of the respective Act. Goods & Services Tax (GST) shall be reimbursed to the Contractor on the basis of actual remittance by the Contractor to the Government, if applicable.

68. *In case the release of the payment to the contractor is delayed due to any deficiency on the part of the contractor in furnishing the requisite documents/information, still the contractor shall ensure*

that the payment of wages to the employees shall be made by him for the subsequent month/months by 7th of every next relevant month without any default. The payment of wages shall be made in full for each month and any part payment to the employees shall not be acceptable by the institute.

69. *The contractor has to submit the certificate on each bill that: "It is certified that monthly wages to the security personnel deployed at Netaji Subhas Institute of Technology, New Delhi have been disbursed after complying & fulfilling all the statutory obligation/ provisions".*
70. *The Institute shall not be responsible financially or otherwise for any injury to the Security personnel in the course of performing the Security functions.*
71. *The contractor shall not be permitted to transfer their rights and obligations under the contract to any other organization or otherwise.*
72. *In case the contractor wants to terminate the contract, he/she shall have to give three months' notice in advance in this effect.*
73. *In case of breach of any of the terms of agreement, the **performance Guarantee** of the contractor is liable to be forfeited. Besides this, any sum of money due/payable to the contractor under the contract shall also be appropriated by the principal employer against any amount which the Institute owes to the contractor.*
74. *None of the employees of the Contractor shall enter into any kind of private work at the Institute during working hours or otherwise.*
75. *The Contractor shall maintain complaint Book which will be made available to the supervisory staff of the Institute.*
76. *The Contractor/Agency shall have a proper office in Delhi.*
77. *That the appropriate deployment of the manpower shall be ensured by the contractor as per the requirement specified by the Director, NSIT or an officer authorized by him.*
78. *That the attendance shall be marked by Bio-Matric Attendance System. The Contractor shall have to comply to it.*
79. *That the contractor shall obtain a license under Contract Labour (R&A) Act, 1970 and also submit a copy of such license duly attested in the Institute.*
80. *That the contractor, himself, will be responsible /liable for any type of statutory/mandatory claims or penalties in light of the default with reference to the above provisions.*
81. *That the contractor shall not, at any stage, cause or permit any sort of nuisance in the premises of the Institute or do anything which may cause unnecessary disturbance or inconvenience to others working there as well as to the general public in the Institute.*
82. *Prior information shall be given in writing by the contractor for any employee engaged by him who is directly or indirectly related to any employee of the Institute.*
83. *That the contractor for providing Security services shall ensure the following:*
 - a) *That its employees do not smoke anywhere in NSIT campus.*
 - b) *That any specific Security duty assigned to its employees by the Principal Employer or any officer authorized by him is carried out by them diligently and well in time.*
85. *Id Cards will be issued by the contractor to all his employees. Every employee must carry this Id card at the time of their duty in the NSIT. Nominal Charges of Rs.50.00 per day may be recovered from the Contractor on account of defaulting outsourced employees for not putting I Card issued by the concerned Contractor.*
86. *If, as a result of any violation of the provisions of applicable Labour Laws including EPF and ESI by the contractor, NSIT is directed by the Labour authorities for making any payment or claim, such money shall be deemed to be payable by the contractor to the Institute within seven days. The Institute shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.*

87. *The persons who are fit to carry out the task assigned to them properly shall only be deployed for duty by the contractor.*
88. *The stipulated period of contract of 24 months shall be reckoned from the date of actual deployment of manpower by the contractor or as fixed by the Institute.*
89. *The Contractor cannot remove/transfer any employee engaged by him in the Institute without written consent of NSIT.*

OBLIGATION OF THE CONTRACTOR:

90. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The Institute will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.

91. Dispute Resolution:-

- (a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Director, NSIT.
- (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- (c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only

92. JURISDICTION OF COURT:-

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

Witness

Name _____
Address _____

Pr. Employer

(HEAD OF OFFICE)
For and on behalf of BOG, NSIT

Witness
Name _____
Address _____

M/s _____
Name & Address

ANNEXURE - I

NETAJI SUBHAS INSTITUTE OF TECHNOLOGY
AZAD HIND FAUJ MARG: SECTOR-3, DWARKA
NEW DELHI-110078

TENDER FORM FOR PROVIDING SECURITY SERVICES

Affix self
Attested
Passport Size
recent
photograph of
the prospective
bidder.

1. Due date for tender _____
2. Opening time and date of tender _____
3. Names, address of company/firm/Agency _____
and Telephone numbers. _____
4. Registration No. of the Company/firm/
Agency. _____
5. Name, Designation, Address _____
and Telephone No. of _____
Authorized person of Company/Firm/ _____
Agency to deal with. _____
6. Please specify as to whether _____
Tenderer is Company/sole proprietor/ _____
Partnership firm. Name and _____
Address and Telephone No. _____
of Directors/partners/Proprietor should _____
be specified.
7. Copy of PAN card No. issued by _____
Income TaxInstitute and copy of _____
Previous year's financial year's Income _____
Tax Returns

8. Provident Fund Account No. _____

9. ESI Number _____

10. Licence number under
Contract Labour (R&A) Act,
If any. _____

11. *PSARA License No.* _____

12. *GST No.* _____

13. Details of Bid Security deposited:

(a) Amount: Rs. _____
(Rupees in words also)

(b) Transaction ID & Date _____

14. Any other information:

15. Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder)
Name and Address
(with seal)

**NETAJI SUBHAS INSTITUTE OF TECHNOLOGY
DWARKA, SECTOR-03, NEW DELHI-110078.**

SCOPE OF WORK OF THE CONTRACTOR

The contractor shall have to provide the Round the Clock Security Services at Netaji Subas Institute of Technology. The estimated cost of tender is Rs. 5.00 Crores.

The contractor, through uniformed and trained personnel, shall ensure protection of the personnel & property of the Institute, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the campus of the Institute building.

For the scope of service mentioned above the contractor shall provide the trained security personnel as per details given below:

1. Security Supervisor: One in each shift (total 03)
2. Security Guards: Total number of security guards will be 73 covering all the three shifts

The number of supervisors and security guards may vary as per the requirement of the Institute.

DUTIES AND RESPONSIBILITIES OF SECURITY STAFF:

1. The Security Supervisor deployed by the contractor will be responsible for overall security arrangement of the concerned Institute covered in the contract.
2. Security Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
3. No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the concerned Institute.
4. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
5. The officers and staff of the Institute will keep the identity cards with them for checking and allowing entry by the security personnel.
6. Deployment of Guards/Security Supervisors will be as per the instructions of the authorities of the Institute and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
7. Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.
8. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the Institute.
9. Security personnel shall also ensure door keeping duties.

10. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the Institute.
11. Entry of the street-dogs and stray cattles into the premises is to be prevented. It should be at once driven out.
12. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
13. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
14. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
15. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Institute. Guards/Supervisors should be sensitized for their role in such situations.
16. The Security Supervisor/Guards are required to display mature behavior, especially towards female staff and female visitors.
17. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
18. Any other provisions as advised by the Institute may be incorporated in the agreement. The same shall also be binding on the contractor.

(ON A STAMP PAPER OF Rs.100/-)

UNDERTAKING

To

(Designation and Name of the concerned Institute)

Name of the firm/Agency _____

Name of the tender _____ Due date: _____

Sir,

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 as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide minimum 33% security guards amongst the category of Ex-Servicemen and all others will be trained Security Guards. All supervisors shall be Ex-serviceman, rank of JCO's or above.
5. I/We do hereby undertake that complete security of the Institute shall be ensured by our Security Agency, 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 _____ lacs (Rupees in words). 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.

FORM OF BANK GUARANTEE FOR EMD/BID SECURITY

(Refer Clause 8.7.1 of the NIT)

(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we _____ (Name and address of Bank), having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ (Name of the Institute) (hereinafter called "the Institute") in sum of Rs. _____ for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ for providing Security Services (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. _____ (Amount in figures and words) as Bid Security against the Bidder's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the Institute may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
 - (a) The Bidder, in case the bid is accepted by the Institute, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.
 - (b) Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.
4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his bid; or
- (iii) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in para _____ of the NIT.
- (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- (v) If the contract is terminated for the reason that the agency is blacklisted in Government of NCT of Delhi or in any other State Governments/Union Government/Public Sector

WE undertake to pay to the Institute upto the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness

Name of Witness
Address of Witness

Signature of Authorized Official of the Bank

Name of Official _____

Designation _____

ID No. _____

(Stamp/Seal of Bank)

FORM OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

(Refer Clause 11.1.4 of the NIT)

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____
(Name of the Bank) (hereinafter called the "Bank") of the one part and
_____(Name of the Institute) (hereinafter called the "Institute") of the other
part.
2. WHEREAS _____(Name of the Institute) has awarded the contract for Providing
Manpower for Security services for Rs. _____(Rupees in figures and words)
(hereinafter called the "contract") to M/s _____(Name of the contractor) (hereinafter
called the "contractor").
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Institute a Performance
Security for a total amount of Rs. _____ (Amount in figures and words).
4. NOW WE the Undersigned _____(Name of the Bank) being fully authorized to
sign and to incur obligations for and on behalf of and in the name of _____(Full
name of Bank), hereby declare that the said Bank will guarantee the Institute the full amount of
Rs. _____ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Institute, the Bank is bound/obliged
to pay the Institute, any amount up to and inclusive of the aforementioned full amount upon written
order from the Institute to indemnify the Institute for any liability of damage resulting from any defects
or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the
Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or
estimated or expected. The Bank will deliver the money required by the Institute immediately on
demand without delay without reference to the Contractor and without the necessity of a previous notice
or of judicial or administrative procedures and without it being necessary to prove to the Bank the
liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank
shall pay to the Institute any money so demanded notwithstanding any dispute/disputes raised by the
Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto
and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period
for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry
date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Institute agrees to grant a time
of extension to the contractor or if the contractor fails to complete the works within the time of
completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as
stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same
conditions for the required time on demand by the Institute and at the cost of the contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank
or of the contractor.
9. The neglect or forbearance of the Institute in enforcement of payment of any moneys, the payment
whereof is intended to be hereby secured or the giving of time by the Institute for the payment hereof
shall in no way relieve the Bank of their liability under this deed.

10. The expressions “the Institute”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year) being herewith duly authorized.

For and on behalf of
the _____ Bank.

Signature of authorized Bank official

Name _____

Designation _____

I.D. No. _____

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness-1.

Signature _____

Name _____

Address _____

Witness-2.

Signature _____

Name _____

Address _____

**NETAJI SUBHAS INSTITUTE OF TECHNOLOGY
DWARKA, SECTOR-03, NEW DELHI-110078.**

FORM OF AGREEMENT

THIS AGREEMENT is made on the _____ day _____ (Month) _____ (Year) Between the President of India through _____ (Name and address of the Institute) (hereinafter called “the Institute” which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND _____ (Name and address of the contractor) through Shri _____, authorized representative (hereinafter called “the contractor” which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Security services to the _____ (Name of the Institute) for providing safety, monitoring and surveillance of the Institute.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, VIZ:
 - a. Letter of acceptance of award of contract
 - b. Terms and Conditions
 - c. Notice inviting Tender
 - d. Scope of work
 - e. Addendums, if any; and
 - f. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Institute to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Institute to execute and the security services w.e.f. _____ as per the provisions of this Agreement and the tender document.
4. The Institute hereby covenants to pay the 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 _____).
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefor as may be made under the provision 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 Contractor

For and on behalf of the President of India

Signature of the authorized official

Signature of the authorized Officer

Name of the official
Stamp/Seal of the Contractor

Name of the Officer
Stamp/Seal of the Employer

By the said

By the said

_____ Name
on behalf of the Contractor in
the presence of:

_____ Name
on behalf of the Employer in
the presence of:

Witness _____
Name _____
Address _____

Witness _____
Name _____
Address _____

Telephone No. _____

Telephone No. _____

NETAJI SUBHAS INSTITUTE OF TECHNOLOGY
AZAD HIND FAUJ MARG: SECTOR-3, DWARKA
NEW DELHI-110078

**CHECK-LIST FOR TECHNICAL BID
FOR PROVIDING MANPOWER FOR SECURITY SERVICES**

Sl. No.	Documents asked for	Page number at which document is placed
1.	<i>Proof of online submission of Bid Security (EMD) of Rs. 25.00 Lacs (Twenty Five Lacs).</i>	
2.	One self-attested recent passport size photograph of the Authorized person of the company/firm/agency, with name, designation, and address and office telephone numbers. If the bidder is a company/partnership firm, name designation, address and office telephone numbers of Directors/Partners also.	
3.	Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred only) as per format prescribed in Annexure III	
4.	Self-attested copy of the PAN card issued by the Income Tax Institute	
5.	Self attested copies of Income-Tax Returns for the assessment years 2014-15, 2015-16 and 2016-17. (ITR V and ITR 4/ITR 5/ITR 6, as applicable)	
6.	Self-attested copies of the duly audited Balance Sheets showing Turnover of the last three Financial Years, i.e., 2014-15, 2015-16 and 2016.17.	
7.	Self Attested copy of Constitution of the Bidder such as Certificate of Incorporation in case of company, Partnership Deed in case of Partnership Firm or Memorandum of Association in case of Joint Venture/Consortium/AOP	
8.	Self-attested copy of valid Provident Fund Registration number.	
9.	Self-attested copy of valid ESI Registration No.	
10.	Self-attested copy of valid License under Contract Labour (R&A) Act, 1970.	
11.	Self-attested copy of Goods & Services Tax (GST) Registration Certificate	
11.	Self Attested copy of the Authorization in favour of the person who signs the Tender Document	

12.	Self attested copies of the certificates issued by the respective client Institutes regarding carrying out similar service contracts during last 3 years ending 31.03.2017 as per Eligibility Criteria	
13.	Declaration as per Annexure - I	
14.	Self attested copy of Registration Certificate under Delhi Shops and Establishments Act, 1954.	
10.	Proof of being run by an Ex-Serviceman/Ex-Paramilitary man (as applicable) and must be registered as clause 2.1 of NIT.	
11.	Proof of experiences of last 03 financial years as specified in clause 2.5 of the NSIT along with satisfactory performance certificates from the concerned employers.	
12.	Annual returns of previous three years supported by audited balance sheet (clause 2.2 of NIT)	
13.	Self Attested copy of Delhi Private Security Agencies Regulation Act, 2005	
14.	Documents for the functional Training School.	
15.	Any other documents, if required.	

Note:- Run by an Ex- Serviceman/Ex-Paramilitary man means that such person holds more than fifty percent of voting power in the bidder company or more than fifty percent share in profit in case the bidder is a partnership firm.

Signature of the Bidder
(Name and Address of the Bidder)
Telephone No.
Mobile No.

**NETAJI SUBHAS INSTITUTE OF TECHNOLOGY
AZAD HIND FAUJ MARG: SECTOR-3, DWARKA
NEW DELHI-110078**

FINANCIAL/PRICE BID

Service charges for providing Security Services at NSIT.

Sl. No.	Details of Employees	Number of Employees Required	Service Charge in percentage to be Quoted	
			in Number	in words
1.	Security Guard	73 [Total in three shifts]		
2.	Security Supervisor	03 (1X3=03 Shift)		

Notes:

NSIT shall pay to the contractor on account of the following:

- (a) Wages of the security personnel as per minimum wages notified by the Govt. of Delhi from time to time in accordance with their category
- (b) Employer's contribution on account of EPF and ESI at statutory rates
- (c) GST as applicable
- (d) Bonus if applicable
- (e) Service charges at contract rate

Category of Security Personnel:

1. Supervisor: Equivalent to Graduate and above Supervisor
2. Security Guard: Semi-Skilled

The service charges quoted by a bidder shall be responsive and should be inclusive of all costs on account of following:

- (a) Uniform, ID card etc.
- (b) Accessories required for security purposes such as whistle, torch, lathi, etc.
- (c) Walky talky
- (d) Patrolling vehicle
- (e) Cost of Leave Reserve other than weekly off
- (f) Expenses on account of training of security personnel in the Institute;
- (g) Any other Contingent Expenditure.
- (h) Contractor's profit and other overheads, if any

The service charges quoted by any bidder cannot be less than FOUR percent of wages as specified at clause 8.3.1 of INSTRUCTIONS TO BIDDERS. The tender of any bidder who quotes the service charges less than FOUR percent of wages shall be liable to be rejected.