

**Tender**

**For**

**Providing round the clock contractual  
Security Services for the Campus**

Re-Tender No.: IITJ/2010-11/SEC/27

Tender Date: 27<sup>th</sup> October, 2010

Last Date of submission: 25<sup>th</sup> November, 2010



Indian Institute Technology, Rajasthan

Old Residency Road, Ratanada, Jodhpur – 342011, Rajasthan

Tel.: 0291-2516823, 2516872, email: iitj@iitk.ac.in

## **TENDER NOTICE**

Sealed Tenders in prescribed format are invited from reputed Security Agencies for “Providing round the clock contractual security services for the campuses of Indian Institute of Technology Rajasthan” Jodhpur.

Tender document can be downloaded from the [http://www.iitk.ac.in/iitj/tender\\_notice.htm](http://www.iitk.ac.in/iitj/tender_notice.htm)

The bidder should submit Technical Bid and Price Bid in separate sealed covers.

- (i) Technical Bid containing information regarding business turnover, experience and other details of the firm to judge the suitability of the service provider.
- (ii) Price bid containing price minimum wages (Central Govt.) of Security Guard /Gun Man & Supervisor.

The Technical bid will be opened on 27<sup>th</sup> November, 2010 at 11.00 A.M in the Conference Hall of the Institute in the presence of the bidders who are present at the time. Price bids of only those bidders will be opened whose technical bids are found suitable by the Committee appointed for the purpose. Date of opening of price bids will be decided after technical bids have been opened and evaluated by the Committee appointed for this purpose.

Contract will be awarded initially for a period of one year to the successful bidder. This period may be extended on satisfactory performance. The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of Rs.100/-. In the event of bidder backing out before actual award or execution of agreement, Institute will have right to forfeit the earnest money in full.

Institute reserves the right to reject all the applications without assigning any reasons whatever.

### **General Instructions to Tenderers:**

#### **1. Pre- Qualification Criteria:**

The Agencies that fulfill the following requirements shall be eligible to apply.

- 1. Security Agencies having not less than 150 trained security guards on their payrolls only are eligible to apply. The documentary evidence duly certified by the appropriate authority to this effect should be attached.**
2. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid along with documentary proof:
  - (a) PF Registration:

- (b) ESI Registration:
  - (c) Service Tax Registration:
  - (d) Valid License, issued by Regional Labour Commissioner, Govt. of India.
  - (e) Registration with Income Tax Department for permanent income tax code.
  - (f) Registration as proprietary firm, Partnership firm, Limited Company, Corporate body;
  - (g) Registration as Private Security Agency.
3. Organized training arrangements for security personnel with clear recruitment policies.
  4. The Bidder should have at least 3 years continuous experience of providing 150 Security personnel (during the last 3 years) at a time in one or more organizations with minimum 40 security personnel in a single organization. Documentary evidence should be attached.
  5. The bidder should have average financial turnover over of ₹50.00 lacs in the last 3 years, duly certified by CA. Documentary evidence should be attached. The photocopies of year wise service tax paid during the last three years should be attached.
  6. Capability to provide vehicles and licensed radio / wireless equipment's for communication.
  7. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency) and the firm should not be blacklisted. An undertaking to this effect on firm letterhead should be attached.

## **2. Earnest Money Deposit:**

The tenderer shall deposit Earnest Money of ₹. 50, 000.00 /- (Rupees Fifty Thousand only) and another separate demand drafts of ₹. 1000/- (Rupees One Thousand only) towards as a non-refundable tender fee, drawn in favour of **“Director, IIT Rajasthan” payable at Jodhpur**”. The Earnest money deposit will be refunded to the tenderers whose offers have not been accepted within 30 days of opening of tenders. Earnest Money Deposit of the tenderer whose offer is accepted will be kept as interest free security deposit till successful completion of the contract.

## **3. Tender Procedure:**

(i) Tenders must be submitted in a cover super scribed as **“Tender for Security Services at IIT Rajasthan - Jodhpur”** The cover should contain two covers containing technical bid and price bid in the prescribed forms super scribed as **“Tender for Security Services at IIT Rajasthan - Jodhpur – Technical Bid”** and **“Tender for Security Services at IIT Rajasthan - Jodhpur – Price Bid”** respectively.

**(ii) Technical Bid:**

However, tenderers must produce the originals of the copies of the documents submitted for verification when required. The technical bids, which are not accompanied with documents prescribed above, EMD and tender fee, are liable for rejection forthwith. The technical bid consisting of the following documents shall be submitted by the tenderer:

(a) Technical Bid Form

- (i) Details of experience, copies of experience certificates i.e. only completion certificates of the experience issued by the Employer as specified in the eligibility criteria supporting their claim of experience.
- (ii) Signed Tender Document
- (iii) EMD and Tender fee as specified.

**(iii) Price Bid:**

The price bid enclosed to the tender shows only minimum wage per month for each Security Guard per 8 hours shift. The tenderers shall quote their service charges separately in percentage only. The monthly wage of one Security Guard (per 8 hours shift) will be calculated as per the rates mentioned in the price bid format on per month basis. The tenderers will be the responsible for all other obligations like **PF, ESI, Gratuity, Training & Supervision, Bonus, Uniform, Leaves, Reliever Cost, Any Special Allowances, Any other Statutory obligations, Administrative Charges if any, Overheads & Profits.**

The amount of monthly wages will be revised only on account of revision of rates of minimum wages as per Government of India. IIT Rajasthan will deduct TDS at the prescribed rate from the payment. The Price bids shall be valid upto 3 months from the date of opening of tenders.

**(iv)** The tender documents should be signed on every page by the tenderer and enclosed with technical bid as an unconditional acceptance of the terms and conditions mentioned therein.

#### 4. Scope of work:

##### 1. Security Services will be required at the following places:-

- (a) Academic / Administrative Blocks, Old Residency Road, Jodhpur – 342011, Rajasthan
- (b) Residential Colony at GPRA Colony, Vivek Vihar, Pali Road, Jodhpur – 342005, Rajasthan.

##### 2. Security Services will include-

- Security supervisor, Security guard, & Gunman round the clock (in three shifts / 8hrs per shift).
- Security of the assets of IIT Rajasthan against theft, pilferage and misappropriation.
- Prevent entry of unauthorized persons including hawkers, vendors etc.
- Maintain records of visitors as directed by IIT Rajasthan
- Regulate incoming and outgoing movement of material and vehicular traffic.
- Assist IIT Rajasthan in handling emergencies like fire, flood, earthquake etc.

The scope of work may change during the period of the contract by mutual consent.

#### 5. Terms and conditions:

1. The Security Agency shall provide security arrangement for guarding of the Institute campus within the confined premises as required by the Institute. Moreover, the Security Agency shall also protect the Institute Campus from anti-social element.
2. The Security Agency shall ***not employ any personnel who belong to the area within a radius of 100 kms from the Institute (current residential address)***. Violation of this condition shall be treated as breach of important contractual condition and shall attract penalty points.
3. Every personnel deputed by the Security Agency shall be literate and those other than supervisory staff & Gunman, ***personnel above the age of 40 years shall not be deployed (the criteria may be relaxed for lady guards)***. Violation of this condition shall be treated as breach of important contractual condition and shall attract penalty points.
4. A local representative of Agency shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. The security personal shall be equipped with latest communication systems (Walkie-Talkie)/mobile. Night Guards shall be equipped with proper protection and lighting devices. While working at the premises of the Institute, they shall work under directives and guidance of Director, IIT Rajasthan or his authorized representative answerable to administration.
5. The Security Agency personnel should be smart and properly turned out with boots / shoes, belt, caps, badge, whistle etc., and carry an identify card duly attested by the

Executive of Security Agency. A photocopy of these cards along with computer data shall be given to the Institute for record, verification etc.

The Security Agency shall provide proper uniform including shoes, caps, canes / stick, torch, jerseys (woolen sweaters) & rain coat etc. to every personnel deployed by the agency in the Institute Campus at ***their own costs and expenses***.

***On 26<sup>th</sup> January and 15<sup>th</sup> August the Agency will ensure that the personnel deployed are in uniform and the rehearsal of the parade has been done one day in advance and the security supervisor/officer will ensure that the arrangement for the flag hosting in the Institute.***

The Security Agency shall ensure that before deputing the security staff, they will verify the antecedents of all their staff and provide to the Institute a complete dozier of particulars of each security personnel proposed to be deployed. Non-compliance with this provision will be deemed to be violative of the contract, inviting penal action.

The Institute shall have the right to check up, from time to time, the uniforms worn by the security personnel as well as their fitness to perform guard duty up to the satisfaction of the Institute. The Institute shall also have the right to check and supervise the Security personnel on duty through an Institute level Security Executive Committee (SEC) or any other representative to be named by the Director. The decisions of the SEC shall be binding on the Security Agency.

6. Security Agency shall comply with all statutory requirements existing as well as those promulgate from time to time viz. the Payment of Wages Act, Provident Fund Act, Employee State Insurance Scheme, Family Pension Fund Act, Bonus, Gratuity Act, Shop & Establishment Act, Contract Act. Etc. whichever is/are applicable to the organization of Security Agency and shall be held responsible, accountable, answerable, explainable, as the case may be, for the lapses committed by them in this regard. Further, Security Agency shall not involve the Institute in any way whatsoever in any dispute with regard to compliance of statutory provisions and in case of any violation of any law; the Security Agency shall be solely responsible. In case due to violation of any law, including labor laws etc., any liability is put upon the Institute, the Security Agency hereby indemnifies the Institute completely.

The Security Agency shall supply a certified copy of their registration No. under the Shop & establishment Act, the Provident Fund Act, ESI, Labor Rules and Income Tax etc.

7. The personnel deployed by the Security Agency in the Institute shall be removed immediately if the Institute considers such removal necessary on administrative grounds. The Security Agency shall also immediately remove any personnel who is found not to be discharging his duties correctly or is of doubtful character and shall replace him with substitute personnel either on its own or on the demand of the Institute and only after approval of the Security Officer. In case of removal of such personnel, no claim shall be maintainable against the Institute.
8. If the Institute incurs any expenses or any liability is put on them in connection with the deployment of the employee of Security Agency, the same shall be adjusted from the bill

of Security Agency.

9. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Institute / Govt. of India / any State or any Union Territory.
10. The Security Agency shall make serious efforts to control and eliminate the cattle menace, which include not only cows and buffaloes but also other animals like pigs, monkeys, dogs etc., from the campus premises.
11. The responsibility for taking appropriate security measures shall be entirely that of the Security Agency. The Institute will be entitled for compensation against the Security Agency, in case a proper joint inquiry establishes that the theft or loss or damage has been caused due to negligence of the Security Agency or any of its employees. The said compensation shall be in addition to the findings and recommendations that the joint enquiry may propose. The maximum amount of compensation payable by Security Agency will be limited to inspection and supervision charges payable to Security Agency for the month on which the loss or damage occurs. However, after enquiry, if it is found that such theft or loss or damage has been caused by acts of commission and omission of the personnel of the Security Agency or if the personnel of the Security Agency has either taken active part in such acts or has aided and abetted in the acts of such commission and omission the Institute or its employees to whom loss is caused, shall be indemnified/compensated by the Security Agency on actual basis.
12. ***Institute will not provide any residential space for accommodation to Security Agency.*** The security agency has to make its own arrangement for the residential accommodation to the deployed staff. However a changing/duty room shall be provided by the Institute.
13. The Institute shall identify the requirement of personnel and equipment, to be deployed for the security of the campus, in consultation with the Security Agency. However the tentative requirements, based on past experience, are shown in the Price Schedule. The Institute reserves the right to increase or decrease the quantities specified in the Price Schedule to the extent of 30% (thirty percent) without any change in unit price of the individual items or any other terms & conditions.
14. The Security Agency shall submit a certificate along with the monthly bills certifying that the personnel employed by them in the campus of the Institute have been paid at least minimum wages, as enforce from time to time, in accordance with the provisions of the Minimum Wages Act and that all other statutory requirements in this regard have been compiled with.

The wages shall be disbursed in the presence of the Security-in-Charge of the Institute or any person deputed by the Institute.

***Any violation of the provision of Minimum Wages Act shall render the contract liable for termination. The Institute shall also proceed against the defaulting agency as per the provisions of the relevant laws.***

15. The contract price shall be all inclusive and nothing extra shall be payable over & above the accepted contract price in respect of the Scope of Work defined in the Price Schedule. However, if the prescribed minimum wages are revised by the Govt. of India, the Security Agency shall revise the wages of the personnel accordingly. The difference in revised minimum wages, with respect to the wages applicable on the date of submission of tender plus 20% to cover statutory liabilities and profits of the company etc. shall be reimbursed to the security agency in addition to the contract amount, subject to production of proof of disbursement of revised wages.
16. The Security Agency shall take into consideration all levies and statutory taxes while quoting the tender. However, if any fresh taxes, charges etc. are levied by the Local / State / Central govt., subsequent to the date of opening of tender the same shall be reimbursed by the Institute against proof of production of payment.
17. The security personnel shall remain on duty for 8 (eight) working hours. The personnel shall not leave his place of duty/duty point until his reliever reports for duty. Deserting the place of duty/duty point by the security personnel without having been properly relieved will attract penalty points.
18. At no time shall there be more than 10% of the contracted manpower on leave or absent from the Institute duty. In case of long-term absence due to sickness, leave etc. Security Agency shall ensure replacement and manning of all security posts by overtime without any additional liabilities to the Institute. In addition, no supervising field staff as well as the guards shall be removed from Institute duty without seeking prior consent of the Security Officer or any person authorized by the Director in this regard. Breach of this clause will attract penalty points.
19. All the assets and articles provided by the Institute shall be the property of the Institute and the Security Agency shall be merely the custodian of such assets and articles. On termination of security contract either by efflux of time or any time earlier than the stipulated period as the Institute may decide at its sole discretion, such property shall be handed over to the Institute forthwith.
20. In addition to the number of personnel listed in the Price Schedule, the Security Agency shall undertake to engage / employ and provide additional number of well trained guards as and when required by the Institute, on reasonable notice, as per the accepted rate given in the Price Schedule.
21. The payment for services under this agreement shall be made on monthly basis, through crossed-cheque, drawn in favour of the Security Agency payable at Jodhpur. The cheque shall be paid within 15 working days of receipt of the bill for each calendar month, duly supported with the requisite details of the daily attendance and other records, which shall be open for inspection by the Institute. The final payment shall, however, be made only after adjusting all the dues/claims of the Institute.

Income Tax (TDS) as applicable at current prevailing rate will be deducted at source.

22. The persons employed by the Agency for the security of the Institute will be the employees of the Security Agency and the Institute shall have nothing to do with their

employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the Institute and the Security personnel employed by the Security Agency shall have no right whatsoever to claim employment from the Institute.

23. The Security staff employed by the Security Agency will not join any union of the Institute nor shall they make any claim on service or other matter. They shall also not form any union associated with the Institute and shall have absolutely no claim to subscribe or for election in any of the unions of the Institute.
24. The Security Agency shall undertake, at their own expense but to the satisfaction of the Institute, a continual updating of skill, processes and procedures followed by the Security staff employed in the security of the Institute by organizing suitable training programs for them on the routine basis. This training program may be included in their duty, like two hours in a week. It may include various aspects of security of a vital installation, major expected threats, and measures to curtail these threats, use of security equipments, and use of fire arms to armed guards etc.
25. Any payment, required to be made by the Security Agency to its personnel, in compliance with any of the laws of the land, shall be the sole responsibility of Security Agency. This would include specific responsibility with regard to the provision of the minimum wages act and / or any other law, which may be applicable in the instant case. The Institute will in no case be responsible for default, if any, in this regard. Even if, as per provision of any relevant enacting the liability becomes that of the Institute it is clearly agreed that the same shall be deemed to be that of Security Agency and shall be discharged by them. The Institute's liability towards personnel will be limited to the extent of the contract price accepted by the Institute.
26. The Security Agency in discharge of its duties will be bound by operational parameters.
27. All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Rajasthan.
28. The Security Agency shall maintain proper liaison and contact with the local police / civil administration etc. for smooth and peaceful day-to-day working of the Institute. The security agency shall be fully responsible for taking follow up action and for pursuing the First Information Reports (FIRs) lodged by the residents of the campus with the police department.
29. The Security Agency shall ensure that the communication equipment, as mentioned in the Price Schedule, is maintained in perfect working order round the clock. In case of any major fault requiring more than three day's time to make them operational, the Security Agency will provide replacements for them free of charge.
30. The Security Agency shall submit the following documents along with the tender:
  - i) Up-to-date Income tax Clearance Certificate duly attested by a gazette officer.
  - ii) Earnest Money Deposit of Rs. 50,000/= (Rupees fifty thousand only) shall be

accepted in the form of *Demand Draft or Fixed Deposit receipt (FDR)* of any scheduled / public sector / MNC bank, drawn in favor of the Director, Indian Institute of Technology Rajasthan and payable at Jodhpur.

iii) The earnest Money of the unsuccessful bidders shall be refunded without any interest within a month after the written acceptance of tender to the successful bidder. However, the EMD of the successful bidder shall be converted into security deposit and held by the Institute as performance guarantee for the entire period of contract.

31. The Security Agency shall be bound to perform the assigned jobs even though the same may not have been included in the schedule of services. The charges for the extra services not mentioned in the Price Schedule should be settled mutually.

A prospective bidder, requiring any clarification of the Bid Documents shall notify the Director/Assistant Registrar, IIT Rajasthan in writing or by Fax at his mailing address indicated in the Invitation for Bids. He shall respond in writing to any request for clarification of the Bid Documents, which he receives not later than 7 days prior to the last date for the submission of bids. Copies of the query and clarifications by him shall be sent to all the prospective bidders who have received the bid documents.

32. At any time, prior to the date of submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment and published in Institute website.

In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the Institute may, at its discretion, extend the deadline for the submission of bids suitably.

33. The Security Agency shall be responsible for all injuries and accidents to persons employed by them. However, the Health Center facilities shall be available to the personnel only in respect of the injuries sustained by them in execution of the duties, which shall be restricted to the extent of primary health services only without any further encumbrances, monetary or otherwise. The Institute shall stand indemnified in respect of the treatment provided under such exigencies.

34. The Security Agency shall be responsible for the good conduct and behavior of its employees. If any employee of the Security Agency is found misbehaving with the Institute Security Staff, Employees, Faculty or Students of the Institute, the Security Agency shall terminate the service of such employee at their own risk and responsibility. The Security Agency shall issue necessary instruction to its employees to act upon the instructions given by the supervisory staff of the Institute Security.

35. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify whether he is signing as:

- a) A sole proprietor of the firm or constituted attorney of sole proprietor.
- b) A partner of the firm, in which case he must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue

- of the partnership agreement or power of attorney.
- c) Constituted attorney of the firm.

Provided that,

- i) In case of (b) above, a copy of the partnership agreement or general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of attorney should be furnished.
- ii) In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner the tender offer and every partner of the firm should sign all other related documents.
- iii) A person signing the tender form or any other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the Institute may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract / intended contract at the risk and cost of such person and hold the signatory liable to the Institute for all cost and damages arising from the cancellation of the contract including any loss which the Institute may have on account of execution of contract / intended contract.

Individual signing the tender or other documents connected with the contract shall indicate the full name below the signature and must specify the capacity and authority under which he signs such document and shall also submit documentary evidence of his authority duly attested by a Notary Public.

36. In the event of any loss being caused to the Institute on account of the negligence of the employee of the Security Agency, the agency shall make good the loss sustained by the Institute, either by the replacement or on payment of adequate compensation on actual basis.
37. The Security Agency shall not appoint any sub-agency to carry out any obligations under the contract.
38. None of the employees of the Security Agency shall enter into any kind of private work within or outside the campus of the Institute. Non-compliance with this provision will be deemed to be violative of the contract inviting penal action.
39. The employees of the Security Agency shall be of good character and of ***sound health and shall not be less than 21 years or more than 40 years of age in case of Security guards and 50 years in case of Supervisors & Gunman's***. Anyone found below the minimum standard shall be removed immediately from the institute and agency shall be liable for penalty points.
40. The Security Agency shall maintain Complaint Book at the main entrance gate which will be made available to the supervisory staff of the Institute Security and the residents /

employees of the campus.

41. In a manner satisfactory to the Institute, the Security Agency shall provide necessary expertise and trained manpower to attend to the various needs of security services at the Institute buildings, hostels, residences and the campus in general.
42. Security Agency shall ensure protection of all properties and personnel of the Institute, whether on its campus or in transit, against trespass and willful harm, by deploying fail-safe preventive measures, providing early warnings and mobilizing trouble-shooting efforts.
43. Security Agency shall abide by all laws of the land including, Labour Laws, (ESI, PF, BONUS etc.) Companies Act, Tax Deduction liabilities, Welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Security Agency, and it shall not involve the Institute in any way whatsoever.
44. ***The Security Agency shall supply trained manpower for the security duties in the campus. It shall also undertake of its expense and to the satisfaction of the Institute, a continual updating of skills and procedures followed by the Security staff.*** For this purpose the agency shall organize suitable training camps for its cadres from time to time.
45. In case of any dereliction of duty, gross neglect, an unintended or intended damage caused by the Security Agency or its staff or otherwise, any harm done to the Institute, its properties, its designated officials or other employees, the Security Agency shall be liable to make good the loss or pay compensation, refund expenditure on legal/judicial proceedings as well as pay penalty, which the Director may deem fit.
46. Total duration of contract shall be 2 (two) years (initially for one year extendable to another year), subject to quarterly appraisal and review by Security Executive Committee (SEC) of the Institute. In case of performance of the agency is not found to be satisfactory as per operational parameters setout of the contract or not in conformity with the terms & conditions of the tender, the contract shall be terminated even before the scheduled time by giving advance notice of 3 (three) months to this effect. In the event of premature closure of contract for reasons mentioned herein above, the Security Deposit shall be absolutely forfeited.
47. Security Agency shall supply uniforms with name-plates/name-tabs to the persons engaged on duty. The Institute shall not allow any employee of the Security Agency to work inside the Institute without the uniform. If during the period of contract the uniforms are worn out, it shall be the responsibility of the Security Agency to supply another uniform to the persons and it will ensure that the persons wear only proper uniform while they are on duty in the Institute. The Security Agency shall get the identify card of each employee attested from the Security Officers of the Institute. The Institute shall not provide any kind of weapons, batons, torch etc. nor incur any expenses in this regard. It would be the responsibility of the Security Agency to supply such minor equipment necessary for discharge of duty.

48. The Security Guards and Security Supervisors shall be required to work in three shifts. However no Security Guard/Supervisor shall be allowed to perform continuous duty beyond one shift.
49. Employee of the Security Agency shall not work for more than 27 days in a month.
50. The Security Agency shall have a regular system of training the Guards before mounting them on duty. The Security Agency shall have proper training facility and profession syllabi for the training.
51. The Security Agency shall have a proper system of checking the guards on duty especially at night. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified.
52. The Security Agency shall have resources to assist the principal employer (i.e. the Institute) in conducting Security Audits, Surveys, and Investigation etc. and shall also be able to render professional advice on matters relating to security, intelligence and surveillance, free of charge.
53. Security Agency shall apply to the Labor Commissioner for obtaining a labor license within a reasonable time and will submit a copy of the license to the security officer of the Institute.
54. The tender shall remain valid for a period of 90 days from the date of submission. If a bidder withdraws or modifies the offer within this period, his tender shall be cancelled and 100% (hundred percent) of the Earnest Money shall be forfeited. In exceptional circumstances, the Institute may request the bidders' consent for an extension of the period of bid validity. A bidder may however be at liberty to refuse the request without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of bid will not be allowed to modify his bid.
55. Anyone or more the following action / commission / omission are likely to cause summary rejection of bid:
  - i) Any bid received late without conclusive proof that it was delivered before the specified closing time.
  - ii) Any bid not accompanied by required Earnest Money Deposit (EMD) or Tender fee.
  - iv) Any bid received unsealed or improperly sealed.
  - v) Any conditional bid or bid offering rebate.
  - vi) Any bid in which rates have not been quoted in accordance with specified formats / details as specified in the Bid Documents.
  - vii) Any bid received without and latest attested ITCC copy.

viii) Any effort by a bidder to influence the Institute in the bid evaluation, bid comparison or contract award decision.

ix) Any bid received with period of validity of bid shorter than 90 days.

56. The Institute is not bound to award contract at the lowest price received in the Tender and reserves the right to decide on fair and reasonable price of the services tendered for any counter offer the same to the bidders. All other terms and conditions of the tender shall remain operative even if a counter offer rate is offered to the bidders. Institute reserves the right to negotiate with L-1 bidder to arrive at the fair and reasonable price.

In case of L-1 is more than one, then it would be at the discretion of the Director. The decision of Institute will be final in all respect and will be acceptable to all the tenderers.

57. The award of work order, when issued to the successful bidder, constitutes the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on stamped paper affixed with non judicial stamps, all of which finally form the contractual obligations to be adhered to performed by the bidder and the non performance of any of such obligations make the bidder liable for consequential effects.

58. The bid shall not contain corrections, erasures or over writing except as absolutely necessary to correct errors made by the bidder. Such corrections etc. shall be signed and attested by the person or persons signing the bid.

59. The Institute does not bind itself to accept lowest or any other tender. The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereto incurring any liability to the affected bidder or bidders on the grounds of the Institute action.

60. The successful bidder shall have to execute an agreement with the Institute on a non-judicial stamp paper of Rs. 100/- (Rupees one hundred only) and commence the work within 1 (one) month from the date of award, failing which the Institute shall be at liberty to forfeit the earnest money and proceed to appoint another agency as it may deem fit.

61. The rates quoted in the Price Schedule shall be inclusive of all taxes, levies and statutory liabilities, the wages of the personnel and incentives if any, cost of minor equipment such as batons, torch etc., consumables such as electricity etc. and contingent expenditure incidental to the work, contractor's profit etc. Nothing extra shall be payable in addition to the accepted rate for each individual item as per the Price Schedule in Price Bid.

62. The security supervisor shall also check the garbage/wastage being taken out for disposal to ensure that none of the useful items are taken out for disposal.

63. The posts/couriers received (after office hours) at the main gate should be handed over to the concerned immediately on receipt. However if the same is not delivered the reason there of should be brought to the notice of the Institute in-charge officer and no post/courier should be

kept at main gate for more than 3 days.

64. The security personnel at the main gate will also maintain a log-book for Institute's transport vehicles as well as vehicles hired from the Transport Contractor for each tour undertaken, name of the officer/faculty using the transport facility, meter readings, place visited etc.
65. The Security Agency shall maintain record of major/minor incidents on daily basis and report the same to the official authorized in this regard. The Agency will also enquire about any incidents, like theft, indiscipline, disobedience or any unauthorized activities/criminal activities happening in the campus. The security agency shall also be responsible to lodge complaints with police authorities in such instances and take follow-up action for recovery of lost material/equipment.
66. The Security Agency shall maintain Attendance and Wages registers for all guards engaged under the contract at Institute and will also take out Workmen's Compensation insurance policy. The Contractor must make the payment of wages to guards by 5<sup>th</sup> of every month in the presence of Institute authority, who shall certify that the wages were paid in his presence. The wages of labour engaged for providing security services shall be as per minimum wages notified by the **Central Govt. Notification** Labour Commissioner, from time to time.
67. The bidders are advised to refrain from stipulating any conditions, rebates etc. in violation of the terms of the tender. The Institute reserves the right to reject such tenders in which conditions of rebate is stipulated, without assigning any reason thereof.
68. Arbitration:

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before / after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by mutual understating of both the parties.

If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns / withdraws for any reason from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it, if both the parties consent to this effect, failing which the Arbitrator shall be entitled to precede denovo.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to Arbitrator at the time of invocation of arbitration under this clause. It is also term of the contract that the cost of arbitration shall be borne by the parties themselves.

The venue of arbitration shall invariably be at Jodhpur.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof or rules made there under and for the time

being in force shall apply to the arbitration proceedings under this clause.

69. Force Majure:

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the Institute as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract.

Provided, also that if the contract is terminated under this clause, the Institute shall be at liberty to take over from the Security Agency, the security personnel, vehicles & equipment deployed in the campus until a new security agency is appointed and commences the operation.

### **OPERATIONAL PARAMETER**

The main security objectives of IIT Rajasthan are as under:

1. Prevention of loss of the Institute and private property by thefts, burglaries, dacoities etc.
2. Prevention of injury, assault and violation of the persons, especially women residents and legitimate visitors. Providing protection to everyone, considering liberal and open culture among residents.
3. Smooth conduct of functions, conferences, dignitaries' visits, cultural events.
4. Freedom of the campus from cattle, tree poachers, dogs and other unwanted elements.
5. the security parameters will there have been:
  - Theft related
  - Patrolling related
  - Discipline
  - General

## 6. Penalty

- For Complaint, non-adherence of terms & condition specified in tender document, indiscipline and unsatisfactory operation of security services a penalty of up to ₹ 2000/- will be levied after the approval of Competent Authority.
- For Unsatisfactory level of security services noticed during the inspection by Institute Officials, a penalty of upto ₹ 5000/-will be levied after the approval of Director / Competent authority.

**INDIAN INSTITUTE OF TECHNOLOGY RAJASTHAN - JODHPUR  
TENDER FOR SECURITY SERVICES**

**TECHNICAL BID**

**01.** Name of the Tenderer's firm :

**02.** Office Address :

Tel No. :

Fax No. :

E-mail Address :

**03.** Name of authorized representative(s):

**04.** Registration certificate for

PF	Enclosed/Not Enclosed
ESI	Enclosed/Not Enclosed
Income Tax	Enclosed/Not Enclosed
Service Tax	Enclosed/Not Enclosed

**05 Turnover during the last three years**

<b>Years</b>	<b>Turn over in Rupees (in words and figures)</b>
<b>2006-07</b>	
<b>2007-08</b>	
<b>2008-09</b>	

Please enclose documentary evidence for above facts

**06.** Earnest money deposit of Rupees 50, 000.00 /- is enclosed vide

DD No. \_\_\_\_\_ Bank \_\_\_\_\_ Date \_\_\_\_\_

**07 .** Tender Fee of Rs. 1000.00 Enclosed vide

D.D. No. \_\_\_\_\_ Bank \_\_\_\_\_ Date \_\_\_\_\_

**08.** Details of experience in Govt. / Public Sector undertaking/Registered Societies during the last three years as per the attached format.

Years	Name of Employer/ Address /Tel. No	Details of Experience Period of Contract with dates of Commencement and termination covering last 3 years	Total Number of Security Guards Employed
2006-07			
2007-08			
2008-09			

**SIGNATURE OF AUTHORIZED PERSON OF AGENCY WITH SEAL**

**INDIAN INSTITUTE OF TECHNOLOGY RAJASTHAN - JODHPUR**  
**TENDER FOR SECURITY SERVICES**

**PRICE BID**

S.No.	Category	Qty*.	Rate per unit on monthly basis	Amount in Rs. Ps.
1.	Security Inspector	01		
2.	Security Supervisor	02 X 3 = 6		
3.	Gunman	02 X 3 = 6		
4.	Security Guard Male	09 X 3 = 27		
5.	Security Guard Female	03 X 3 = 09		
6.	Communication			
	A. Wireless ground station	02		
	B. Handheld walkie talkie set	16		

*\*The above figures are indicative numbers, institute at its discretion may increase or decrease the number and the payment will be made accordingly.*

**Note: Break-up of the rate must be provided along with the copy of the Central Govt. Order on Minimum Wages to facilitate revision of rate whenever minimum wages are revised by the Govt. All taxes, fees, duties, service charge and levies inclusive. Price bid without proper break-up will not be considered.**

**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 to abide by them.

Note: i) No other charges would be payable by Client.  
ii) There would be no increase in rates during the Contract period except provision under the terms and conditions.

**SIGNATURE OF AUTHORIZED PERSON OF AGENCY with seal**