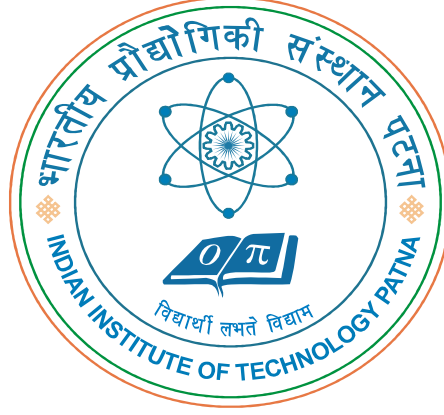


INDIAN INSTITUTE OF TECHNOLOGY PATNA

BIHTA, PATNA - 801106 (Bihar)

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TENDER DOCUMENT FOR THE SECURITY AND INTELLIGENCE AGENCIES FOR PROVIDING ROUND THE CLOCK CONTRACTUAL SECURITY SERVICES AT THE CAMPUS OF IIT PATNA

Indian Institute of Technology Patna

PATNA -801106 (Bihar)

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INVITATION FOR TECHNICAL AND FINANCIAL BIDS FROM THE SECURITY AND INTELLIGENCE AGENCIES FOR PROVIDING ROUND THE CLOCK CONTRACTUAL SECURITY SERVICE TO THE CAMPUS OF IIT PATNA

1. The Registrar, IIT PATNA, hereby invites bids from reputed **Security and Intelligence Agencies** with nationwide presence, for providing contractual security and ancillary services round the clock for the campus of Indian Institute of Technology PATNA (hereinafter referred to as the Institute). Only such agencies, who fulfill the following requirements, shall be eligible to apply;
 - i) Registration under the Private Security Agency (Regulation) Act, 2005,
 - ii) Registration under EPF & MP Act, 1952 and ESI Act, 1948,
 - iii) Has been in contractual security business continuously during preceding five years,
 - iv) Minimum 200 guards have been on its payrolls during each of the last three financial years, i.e., 2015-16, 2016-17, 2017-18.
 - v) Organized training arrangements for security personnel with clear recruitment policies.
 - vi) Have executed at least one contract for providing security services of annual value not less than Rs. 3.2 Crores during last three years
OR
Have executed at least two contracts for providing security services of annual value not less than Rs. 2.4 Crores each.
OR
Have executed at least three contracts for providing security services of annual value not less than Rs. 1.6 Crore each.
 - vii) Average annual turn-over for last three years should not be less than Rs. 5 Crores , i.e., 2015-16, 2016-17, and 2017-18.
 - viii) Has the capability to provide vehicles and licensed radio/ wireless equipments for communication.

Agencies may download the tender from website: <http://www.iitp.ac.in>. Applications, duly supported by prescribed Annexures and requisite documents will be received up to 1500 hrs on **January 18, 2019**. The downloaded tender documents must be accompanied with a Demand Draft/ I challan of Rs. 1000/- towards tender fee, drawn in favour of 'Registrar, IIT PATNA'. Pre bid meeting will be scheduled on **January 03, 2019** at 1500 hrs, Meeting Room (2nd Floor, Registry side) at IIT Patna. The technical bids shall be opened on **January 18, 2019** at 1600 hrs to be followed by presentations by eligible bidders for which the date will be intimated later. Financial bids of technically qualified bidders shall be opened after evaluation of the technical bids as well as presentations for which separate intimation will be given to the qualified bidders.. Institute reserves the right to reject any or all the tenders/bids without assigning any reason thereof.

Registrar, IIT PATNA

Dated: 20th December, 2018

BRIEF DESCRIPTION AND SCOPE OF SERVICE

The campus of Indian Institute of Technology PATNA is a sprawling estate built over a prime land of approximately 500 acres located strategically at the outskirts of PATNA city on Bihta-Kanpa Road. It is situated at a distance of 40 Km. from PATNA Railway Station.

The Institute has the following capital assets within its premises.

Sl. No.	Description Of Building
1.	Academic Complexes (Block-III, IV, VI & IX)
2.	Administrative Building
3.	Director's Bungalow
4.	Boys Hostels
5.	Girls Hostel
6.	Work shop
7.	Sub-Station
8.	Type B Quarters (144 nos.) IV Multistoried Tower
9.	Type D Quarters
10.	Hospital
11.	Sewerage Treatment Plant (STP)
12.	Water Treatment Plant (WTP)
13.	Cafeteria
14.	Food Court
15.	Shopping Centre
16.	Foundation Academy School
17.	MRSS Building

Sl. No.	Probable places of deployment (Security Guards)
1.	Academic Complexes (Block-III, IV, VI & IX)
2.	Administrative Building
3.	Director's Bungalow
4.	Boys Hostels A,B,C & D Wings
5.	Girls Hostel
6.	Work shop
7.	Type B Quarters (144 nos.) IV Multistoried Tower
8.	Type D Quarters
9.	Hospital
10.	Guest House
11.	Gate-I & II
12.	Married Hostels (Hired accommodation)

The resident's population of the campus, comprising of the students, faculty and officials with their families and people engaged in commercial activities etc., is approximately 2,700. In addition to this, a substantial number of visitors visit the campus everyday for various purposes.

SCOPE OF SERVICE

The security agency is required to provide the following **services**:

- i) Complete security of the residents their property and the assets of the Institute.
- ii) Safeguard against trespass.
- iii) Security covers to various official functions organized by the campus community.
- iv) Control of vehicular traffic.
- v) Maintain vigil and undertake surveillance for control of untoward incidents, specially involving the outside elements.
- vi) Control of stray cattle and canine menace.
- vii) Pursuance of cases registered by the Institute community in official capacity with local police.
- viii) Assist the Institute in maintenance of day-to-day discipline and smooth running of various activities.
- ix) Provide timely intelligence inputs to the Institute administration.

The agency will bear overall responsibility for maintaining peace and tranquility on the campus. It has to ensure theft and incidents free campus from law and order point of view.

Communication, transport and manpower requirements:

The agency will be required to deploy the following equipments and manpower:

Security Inspector	: 01
Security Supervisors	: 03 or more
Riflemen/Gunmen with valid arms license	: 06
Security Guards (Male)	: 105 or more
Security Guards (Female)	: 03 or more
Vehicles SUV (Diesel)	: 01
Paddle cycles	: 05
Wireless ground station	: 01
Wireless vehicle mounted	: 01
Hand held walkie-talkie set	: 20

These are only tentative requirements mentioned herein for giving an idea of the extent of resources and quantum of work involved and do not necessarily indicate the actual requirements which may increase or decrease.

GENERAL INFORMATION AND INSTRUCTIONS

1. Various forms (A to I) and Letter of transmittal (in form J) for submitting the bids are attached.
2. All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such case. If any particulars/ query is not applicable in the case of the bidder, it should be stated as not applicable. However the bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information, may result in the bid being summarily disqualified. Bids made by FAX or, any other electronic media and those received late will not be entertained.
3. The bids should be in computer print outs. The bidder's name and signature should appear on each page of the bid document.
4. Overwriting should be avoided. Rewriting shall make made to the correction by neatly crossed out, initialed with date, if any. All pages of the bid document shall be numbered and submitted as a package with signed letter of transmittal.
5. A Senior Official of the client should sign references, information and certificates from the respective clients certifying suitability, know-how and capability of the bidder.
6. The bidder is advised to attach any additional information, which it thinks necessary in regard to its capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. The bidder is, however, advised not to attach superfluous information. No further information will be entertained after the bid is submitted, unless the Institute calls it for.
7. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify that whether he is signing in the capacity of;
 - i) a sole proprietor of the firm or constituted attorney of sole proprietor, or
 - ii) a partner of the firm in which case, he must have the authority to represent the firm for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership deed or power of attorney, or
 - iii) Constituted attorney of the firm Provided that,

- a) In case of (ii) above, a copy of the partnership deed 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.
 - b) 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.
 - c) 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 incurred on account of execution of contract / intended contract.
 - d) 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.
8. Every page of the technical bid as well as the financial bid must be signed by the competent person under seal.
 9. The bids will be accepted in two sealed envelopes, super-scribed as “Technical Bid for providing security services at IIT PATNA” and another as “Financial Bid for providing security services at IIT PATNA”. Further, both the envelopes should be packed in one single sealed envelope super-scribed as “Technical and Financial Bids for providing security services at IIT PATNA”
 10. The financial bid of an agency shall not be opened if the Earnest Money is not furnished with the technical bid.
 11. A prospective bidder, requiring any clarification of the Bid Documents shall notify the Registrar, IIT PATNA in writing or, at his mailing address.
 12. The entire documents shall be submitted by the bidder under a letter of transmittal in **Form J**, which must be printed out on the letter head of the bidder. The letter shall invariably contain the Email address, telephone/cell phone number and Fax number of the firm.

13. The bidder shall invariably submit the Earnest Money Deposit (EMD) of Rs. 12,00,000/- (Rupees twelve lakh only) along with technical bid, in the form of Demand Draft of any scheduled / Public Sector / MNC bank, drawn in favor of the Registrar, IIT PATNA and payable at PATNA.
14. The Earnest Money of the unsuccessful bidders shall be refunded without any interest after the written acceptance of tender by the successful bidder is received. However, the EMD of the successful bidder shall be converted into partial security deposit and held by the Institute as performance guarantee for the entire period of contract but no interest shall be payable on the Earnest Money and the same shall after the expiry of the contract be refunded within 3 months, after it is applied for by the Contractor.
15. 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.
16. The amendments shall be notified through the Institute website and prior to the date of submission of bids and these amendments shall be binding on the bidders. However, in order to allow the prospective bidders a reasonable time for taking the amendments into account while preparing their bids, the Institute may, at its discretion, suitably extend the deadline for the submission of bids.
17. The tender shall remain valid for a period of 120 days from the date of its 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 deposited 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.
18. Anyone or more of the following action/commission/omission are likely to cause summary rejection of the bid:
 - i) Any bid received late by any mode whether by physical delivery, courier or through post after the specified closing time.
 - ii) Any bid not accompanied by required Earnest Money Deposit (EMD) to be attached with the technical bid.
 - iii) Quotations from bidders, who have not purchased the bid documents.
 - 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 the specified formats / details as specified in the Bid Document.

- vii) 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 120 days.
19. The award of work order, when issued to the successful bidder, shall constitute the contract with collateral support from the terms and conditions of the tender, besides the invitation notice as well as formal agreement, all of which shall finally form the contractual obligations to be adhered to and performed by the bidder and non-performance of any of such obligations shall make the bidder liable for all consequential effects.
 20. The successful bidder shall have to execute an agreement with the Institute on a non-judicial stamp paper of Rs. 1000/- (Rupees one thousand only) or of the value as may be applicable at the time and commence the work within 01 (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.
 21. 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.
 22. For the purpose of submission of the bids, following dates shall be strictly adhered to by the Institute;

a) Pre bid meeting	:	03.01.2019 (1500 hrs)
b) Last date for submission of bids	:	18.01.2019 (1500 hrs)
c) Opening of technical bids	:	18.01.2019 (1600 hrs)
d) Presentation by the bidders	:	To be notified later
e) Opening of financial bids	:	To be notified later

Particulars Provisional

23. The particulars of the work given in **Section-I** are provisional and must be considered only as advance information to assist the applicant.

Campus visit:

24. The bidders are advised to visit the campus and its surroundings and obtain for himself, on his own responsibility, all information that may be necessary for preparing their *Technical Bid* and the *Financial Bid*. The cost of visiting the site shall be at applicant's own expense.

Eligibility Criteria

Procedures and Conditions of Contract

1. Tender Invitation:

Sealed Tenders in a two bid system (i.e. Technical Bid and Price Bid) are invited by **Indian Institute of Technology Patna** from registered firms/agencies/ companies having necessary experience as given in the Instructions to Bidders.

The price bids of only those firms who are found qualified on evaluation of the technical bids including presentation, shall be opened at a later date (to be intimated to the bidders) in the Meeting Room near Registrar's office at Administrative Building, IITP Campus, Patna in the presence of the authorized representatives of the bidders.

In case the opening date of the tender is declared to be a Holiday by the Central/State Govt. or Local administration, then the last date of receiving tenders and the date of opening will be the next working day with the receiving/opening time remaining the same.

2. Signing of the Tender:

Individuals signing the tender and other documents connected with the contract must specify -

The signatory authority of the firm/company should sign the tender for bidder.

A tender shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the bidder with his/her usual signature. Partnership firms shall furnish the full name of all partners. It should be signed in the partnerships' name by all the partners or by duly authorized representative followed by the name and designation of the person signing. Tender by corporations shall be signed by an authorized representative and a power of attorney in that behalf shall accompany the tender.

When the bidder signs a tender in a language other than English, the amounts in the price bid must be written in English. The signature should be attested by at least one witness.

Witnesses and sureties shall be persons of status and property and their name, occupation and address shall be stated below the signature

3. **Filling up of the Tender :**

All forms in the tender document must be filled up.

The tender must be written or typed legibly in English

Overwriting in the tender may render the tender invalid.

Corrections should be made after scoring out the incorrect entry. All corrections should be duly attested with the full signature of the person signing the tender.

The bidder must state his complete postal address and telephone numbers on the tender form.

4. **Pre Bid Meeting :**

A pre bid meeting will be held at 1500 Hrs in the meeting room at Admin Section, IIT Patna on **03.01.2019**. The bidders may attend the Pre Bid meeting to clarify any queries regarding scope of work, quantum of work or any terms & conditions of the tender document. **Any extension in dates regarding downloading and submission of the tender documents will be placed on website and CPP portal only.**

5. **Preparation of Bids:**

The **Technical Bid** and **Price Bid** should be submitted separately in sealed envelopes mentioning the same on the cover and both the bids should be placed inside big envelope, **which** shall be super-scribed "Techno-Commercial Bid for cleaning services in IIT Patna & sealed again.

5 .1 **Technical Bids:**

Technical Bid should contain EMD of **Rs.12,00,000/-** (Rupees Twelve Lacs only) and Cost of tender document - Rs. 1000/- (Non- Refundable) in the Institute's account either through demand draft or using i- collect of State Bank of India. The instructions for depositing it may be seen on the following webpage:

<https://www.iitp.ac.in/index.php/services-and-amenities/stores-and-purchase.html>

Security Deposit

The successful bidder will be required to deposit a security of Rs 40,00,000.00 (Rupees forty lakhs) in the form of demand draft or Bank guarantee or Fixed Deposit receipt valid for one year initially within 15 (fifteen) days after award of services.

- i. A copy of successful transaction is to be submitted in Technical Bid “Envelop 1.
- ii. Company's/Firm's/Agency's Registration Certificate.
- iii. EPF, ESI,GST Registration Certificates, Valid Labor License (if any).
- iv. PAN Card in the name of the company.
- v. Company's up-to-date Balance Sheet for the last three years.
- vi. Document regarding present establishment/ business (self explanation by the bidder about his/ her establishment) with Company brochure showing its profile (if any).
- vii. Experience of execution of similar services & their duration supported by attested copies of documents from the competent authority. *Parallel Services will be counted as single service.*
- viii. Testimonials/ certificates from competent authority regarding the quality/performance of service provided in each case (experience).
- ix. Proof of Company/Agency having its own Head Office or Base/Branch in Patna.
- x. List of present key personnel deployed.
- xi. List of Key Equipments/ machineries
- xii. Proposed Plan/ Methodology for proposed work services in the Institute.
- xiii. Work completion certificate in support of Para 1 (vi) of page 3 (It is mandatory requirement otherwise bid will not be evaluated by the committee.

The Technical Bid document along with legible self attested photocopies of all the required documents as per tender document should be submitted. Bidder/tenderer has to produce original documents for verification without which the technical bid will be considered null and void.

Original documents of only technically qualified agencies will be called for verification at the discretion of IIT Patna authority.

5.2 Price Bid:

The Price Bid should be submitted separately in the format mentioned in the tender document as **Form-H**. The Price Bid showing total amount on Services in respect of individual break-up, which will include all mandatory, statutory payments including other percentage/expenses as per **PRICE BID**.

6. Evaluation of Tender

The tender (Technical Bid) will be evaluated out of a **grand total of 100 points**. Total of 100 points will consist of **75 points for technical bid and 25 points for presentation before the committee**.

a. Evaluation of Technical Bid :

The Technical bid will carry maximum 75 points. The maximum points for each activity of Technical bid is described in the table mentioned on next page;

The Technical bids will be scrutinized on the basis of basic eligibility criteria. Thereafter, the short listed bidders would be required to make presentations and /or written submissions to a Committee of officers constituted for the purpose. The presentation will broadly cover the following: -

- i. Brief History of the firm
- ii. Kind of services provided by bidder in other Government Organization.
- iii. Compliances report on payment of Statutory Dues by the bidder
- iv. List of Machineries & No. of human resources having with the bidder in totality, and proposed plan for deployment of machine & security personnel in IIT Patna. The technical bid will be evaluated by an internally constituted committee of the Institute based on total 75 points as per the table on next page.

Only the technical bids of the firms, who meet the prequalification criteria, would be taken up for detailed evaluation. Each firm meeting the pre-qualification criteria would be evaluated through presentation and given score out of 100 points as mentioned in **Table in next page**. In the case of non-fulfillment of minimum pre-qualification criteria (**Mentioned in the table**) in each category of the technical bid, the bid of the respective bidder shall be rejected. However, the qualification in technical bid alone does not vest any right to providing the services.

Technical Bid Evaluation Criteria

Sl. No	Particulars	Allocation of Points	Total Points
01	Firm's Experience in Security services in years (Parallel Services will be counted as single service)		15
	Up to 5 Years	8	
	Above 5 Years -10 years	11	
	Above 10 Years	15	
02	Average Annual financial turn-over from Security services of the Firm (in the last 03 financial years) ended on 31st March 2018		15
	Up to Rs.3.2 Crores	8	
	Above Rs.3.2 Crore and up to Rs.10 Crores	11	
	Above Rs.10 Crores	15	
03	Longest continuous experience in Centrally Funded Educational Institutions, Central Government Organizations, PSUs, Research organizations and any other reputed establishments		15
	Up to 2 years on continuous basis	8	
	Above 2 years on continuous basis	8 +1 points for each additional completed years	
04	Details of personnel working presently		15
	<p>Guards deployment : max 9 points, 150-250= 5 points, 251-350=7 points, Above 350= 9 points</p> <p>Security Supervisors deployment :</p> <p>3-8 = 3 points 8-15 = 5 points, Above 15= 7 points</p> <p><i>The deployment of manpower is to be shown in the list of personnel working which is to be reflected in the ESI/EPF/Salary statement as recorded</i></p>		
05	Bank Solvency		15
	Up to Rs. 1.5 crore	8	
	Above Rs. 1.5 crore and up to Rs. 3 crore	11	
	Above Rs. 3 crores	15	
06	Presentation		25
07	Total Score		100

Bidder obtaining 40 points and more out of a maximum (75 points) in this stage of evaluation will be short listed for presentation. Further, bidders who secure minimum 12 points out of 25 points in presentation and 55 as aggregate (out of 100 points) will be eligible for opening of their price bid.

Price bid of unsuccessful bidders (in Technical Bid) will be returned unopened against the formal letter from the respective unsuccessful bidder.

The Institute does not bind itself to disclose the awarded points obtained in evaluation of technical bid before the participant bidders.

NOTE: The technical bid shall be opened on the scheduled opening date and the price bid of only the firms/agencies who are found qualified on evaluation of the technical bid, shall be opened on a later date (working day) with intimation to the bidders.

FINANCIAL BID

1. The bidders are advised to quote their rates in **Form H**, i.e., the Price Schedule for each item. The rates should be minimum acceptable rates as per the details provided in **Form H**.
2. The rates quoted in the Price Schedule shall be inclusive of all taxes, levies and statutory liabilities, the wages of the personnel including the incentives if any, cost of minor equipment such as batons, torch etc., consumables such as electricity etc., uniforms of the personnel, contingent expenditure incidental to the work and contractor's profit etc.
3. No payment other than as specified in the price schedule **Form H** for each item and which has been duly accepted by the party, shall be payable to the successful bidder.
4. 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 the 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.
5. The Institute further reserves the right to decide on fair and reasonable price of the services tendered for and counter offer the same to the bidders. All other terms and conditions of the tender shall remain operative even in case of a counter offer rate having been offered to the bidders. The Institute also reserves the right to negotiate with L-1 bidder to arrive at a fair and reasonable price.
6. However, if the prescribed minimum wages are revised upwards by the appropriate Government, which is the Central Government in respect of this Institute, the Security Agency shall be bound to revise the wages of the personnel accordingly. The net difference caused due to any upward revision of minimum wages, vis-à-vis the wages applicable on the date of submission of tender shall be reimbursed to the security agency over and above the original contract amount, subject to the production of proof of disbursement of wages at the revised rates
7. The agency shall take into consideration all the levies and statutory taxes while quoting the tender. However if any fresh taxes, charges etc. are levied by the Local authority/State or Central Govt./or other competent authority, subsequent to the date of submission of tender, the same shall be reimbursed by the Institute, provided the documents of proof are submitted in support thereof.
8. The bid on the Price Schedule shall not contain corrections, erasures or over-writing except where it is absolutely necessary to correct errors made by the bidder. Such corrections etc. shall duly be signed and attested by the person or persons signing the bid.

**TERMS AND CONDITIONS FOR PROVIDING
SECURITY AND ANCELLIARY SERVICES**

RESPONSIBILITIES OF THE SECURITY AGENCY

1. The security agency is required to provide the following services:
 - i) Complete security to the property of the residents and the assets of the Institute.
 - ii) Safeguard against trespass.
 - iii) Security cover to various official functions organized by the campus community (campus community includes Institute administration and its various branches).
 - iv) Control of vehicular traffic.
 - v) Maintain vigil and undertake surveillance for control of untoward incidents, specially involving the outside elements.
 - vi) Control of stray cattle and canine menace.
 - vii) Pursuance of cases registered by the Institute community in official capacity with local police.
 - viii) Assist the Institute in maintenance of day-to-day discipline and smooth running of various activities.
 - ix) Provide timely intelligence inputs to the Institute administration.
 - x) Any other work incidental to the security and ancillary services.
2. The Security Agency in discharge of its duties will be bound by operational parameters given in **Sl No. 15 of Section V**.
3. The Security Agency shall make serious efforts to control and eliminate the cattle menace, which includes animals like pigs, monkeys, dogs, blue-bulls and snakes etc., from the campus premises.
4. 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 to the extent of 30% (thirty percent) without any change in unit price of the individual items or any other terms & conditions.
5. In addition to the number of personnel indicated tentatively, the Security Agency shall undertake to engage/ employ and provide additional number of well trained guards and other security personnel as and when required by the Institute, on reasonable notice, as per the accepted rate given in the Price Schedule.

6. The Security Agency shall be bound to perform the assigned jobs whether the same are included in the schedule of services or not.
7. The Vehicles provided by the Security Agency shall compulsorily be in reasonably good condition/preferably new (Not more than one year old), so as to ensure efficient service. The Security Agency has to ensure that the four wheel drive vehicle deployed for patrolling duty within the Institute campus. The fuel will be provided by the Institute. The patrolling vehicle being out of order for more than one day will attract penalty points.
8. 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 community in official capacity or by the Institute with the police department.
9. The Security Agency shall ensure that the transport and communication equipments, as mentioned in the Price Schedule, are 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.
10. The Security Agency shall maintain a 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.
11. 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.
12. The 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.
13. The Security Agency shall supply trained manpower for the security duties in the campus. It shall also undertake at its own 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 campus for its cadres from time to time, at its own cost.
14. The Security Agency shall provide resources to assist the principal employer (i.e. the Institute) in conducting Security Audits, Surveys, and Investigations etc. It must also be able to render professional advice on matters relating to security, intelligence and surveillance etc. free of charge.

15. The security agency is required to adhere following Operational Parameter:
- i.** All the security personnel must be deployed without fail every day, considering their weekly off and holidays.
 - ii.** The services rendered by the Security Agency under this agreement shall be under close supervision, co-ordination and guidance of the Institute. The Security Agency shall frame appropriate procedure for taking immediate action as may be advised by the Institute time to time.
 - iii.** The security agency shall decide the modus operandi as to engage men, machines by it for rendering proper and efficient services and to confirm to its prescribed standard of policy.
 - iv.** The security agency shall conduct periodic surprise inspection; especially night inspection shall be done at least thrice in a week, and a report may be submitted to the SO/ASO of the Institute.
 - v.** The security agency shall maintain proper records in the prescribed Performa or registers as required by the SO/ASO of the Institute.
 - vi.** All the personnel of the security agency shall always be tidily dressed in the uniform including winter clothing and clothing for rainy days supplied by the security agency at its own cost. The security agency shall also provide ceremonial dress for selected security guards deployed at important place/for special occasion like visits of VIP etc. Further, the security agency shall also issue Lathi, Bhala, Torch, Batteries, Batons/sticks and laminated photo identify cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at Institute's option, would be subject to verification at any time. The Institute may refuse the entry into its premises to any personnel of the security agency not bearing such identity card or not being tidily dressed.
 - vii.** Roll call of all guards in the shift duties will be conducted at designated place (within the premises of the Institute), who will report to the Shift Security Supervisor. Roll call will fall in at least 30 minutes before mounting of the shift; Security Guards will be checked for their proper turnout, shave and haircut.
 - viii.** If any Security Guard is found not alert or away from his duty post without valid reason, that duty period will be treated as absence. The cumulative period of absence of all such defaulters will be converted into man hours/man days at the end of the month and will be reflected as disallowance in the monthly bill.
 - ix.** In the event of any misdemeanor, like sleeping during duty, being under the influence of liquor/drugs or indecent /insolent behavior of duty place ethics by any Security Guard, such personnel will be removed from duty immediately and shall not be deployed in the campus of IIT Patna in future.

This condition will apply also to those personnel found abetting with another person in any sorts of misdeeds.

x. Personnel on off duty (weekly off etc.) will not be allowed to visit any duty posts.

xi. The second party will not employ residents of the first party, wards of first party employees, and Hostel Management Ex-employees of first party.

xii. The Shift-in-Charge posted will make frequent round of all posts/locations during their tenure of duty. Instructions for these rounds will be taken in person from the SO/ASO of first party. They will report to the SO/ASO of the Institute if there is anything to report or otherwise maintain a log of these reports in the Occurrence Register.

xiii. First party will not be responsible for any accident/illness and any other casualties during the stay of the security personnel at the campus.

xiv. The following documents will be maintained by the Unit-In-Charge of the Company:

- a. Daily Attendance Register
- b. Guard Checking Register
- c. Daily Orders Register
- d. Occurrence Register

The stationery to maintain above documentation will be provided by the Agency.

16. The security agency is required to adhere following parameter to deploy security personnel in the premises of the IIT Patna:

- i. All security personnel proposed to be deployed should meet the minimum basic criteria of age, education, training, experience etc. as stated in the eligibility criteria.
- ii. All security supervisors proposed to be deployed should be computer literate and should be able to work on MS Word and Excel and should be able to use mails for day to day official communication.
- iii. All security supervisors and security inspector proposed to be deployed should have a valid driving license (2 wheelers and 4 wheelers/ LMV) and should be able to drive security motorcycle/jeep for patrolling and rounds within the campus and outside whenever required.
- iv. All security personnel proposed to be deployed should have robust health and should mandatorily undergo physical fitness test as designed by the security officer of IIT Patna. Failing to meet the standards will result in automatic rejection of such personnel.
- v. All security personnel proposed to be deployed should be trained in

lift rescue, fire fighting, crowd management, vehicular traffic and parking management, and first aid training.

- vi. All security personnel proposed to be deployed should be trained to be able to pre-empt any security or theft concerns and act accordingly e.g. security personnel shall also check the garbage/wastage being taken out for disposal to ensure that none of the useful items are taken out for disposal.
- vii. All security personnel proposed to be deployed should be trained to receive and maintain proper record of posts/couriers received (after office hours) at the main gate and 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.
- viii. All Security personnel on duty/drills should be in proper uniform (separate for PT /drills and for Duty).
- ix. All security personnel proposed to be deployed in IIT Patna should have impeccable integrity, morality, should be ethical and should be courteous to all, while still discharging his/her duty in conformity with the rules and guidelines set by the Institute Security Committee.
- x. All security personnel proposed to be deployed should participate in a parade on 26th January and 15th August. On 26th January and 15th August the Security 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 will ensure that the arrangement for the flag hosting in the Institute.
- xi. All security personnel proposed to be deployed in IIT Patna should **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.
- xii. All security personnel proposed to be deployed in IIT Patna should **NOT** be fully or partially employed somewhere else at the same time.
- xiii. All security personnel proposed to be deployed 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 and constitute failure to do ones duty correctly.
- xiv. Institute has a right to engage any other security service too any time whenever it felt its requirement.

- xv. The Security Agency shall have proper standards and procedures for recruitment of guards and supervisors. The Security Agency shall not employ any personnel belonging to the area within a radius of 10 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.
- xvii. The Security Agency shall ensure that before deputing the security staff, they have verified the antecedents of all their staff and shall provide to the Institute a complete Dozier of particulars of each security personnel proposed to be deployed along-with the records of police verification, in original. Non-compliance with this provision will be deemed to be violation of the contract and shall render the security agency for penal action against it.

DRESS, DEPARTMENT AND DISCIPLINE OF SECURITY PERSONNEL

- 17. The Security Agency shall have a properly designed uniform. The Institute reserves the right to suggest modification in the uniform as it may deem fit, for the proper appearance and turnout of the guards.
- 18. The Security guards must be smart and properly turned out with boots /shoes, belt, caps, badge, whistle etc., and carry an identity card Incorporating therein the particulars as directed by the Institute from time to time and must be 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 purpose.
- 19. The Security Agency shall provide proper uniform (shoes, caps, canes / stick etc.) entirely at its own cost and expense to every personnel deployed by them in the Institute Campus and in no case, any deduction or charge from the personnel employed, shall be affected. If any instance otherwise defying this provision, comes to the notice of the Institute, the security agency shall be liable for adequate action including imposition of penalty points in this regard.
- 20. Security Agency shall supply standard uniforms with name-plates/name-tags 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 the uniforms are worn out during the period of contract, it shall be the responsibility of the Security Agency to supply another uniform free of cost to the persons and it will ensure that the persons wear only proper uniform while they are on duty in the Institute. The Institute shall not provide any kind of weapons, batons, torch etc. nor incur any expenses in this regard. It would entirely be the responsibility of the Security Agency to supply such minor equipments necessary for discharge of duty.

21. The personnel deployed by the Security Agency in the Institute shall immediately be removed from his duties at the Institute if the Institute on administrative grounds considers such removal necessary. The Security Agency shall also immediately remove any personnel who is found not to be discharging his duties properly or is of doubtful character and shall replace him with adequate substitute personnel either on its own motion, or on Institute's demand. In case of removal of such personnel and the Institute shall be absolutely immune from any claim, whatsoever, in this regard.
22. 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 bills of Security Agency.
23. 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, students or residents of the Institute, the Security Agency shall immediately at their own risk and responsibility, remove/withdraw such employee from the campus of the Institute. The Security Agency and its personnel shall be bound to comply with the instructions, if any given by the In-charge, Security Office of the Institute. The security agency shall accordingly issue necessary instructions to its personnel in this regard.
24. The employees of the Security Agency shall be of good character and of sound health and shall not be less than 21 years of age. The upper age limit shall be 40 years or less in case of Security Guards while in case of Supervisors, It shall not exceed 50 years. The minimum height of the Security staff should be at least 170 cm except in case of hill tribes. Anyone found below the minimum standards, shall be removed immediately from the institute and the agency shall be liable for penalty points.
25. The Security Agency personnel deployed at IIT PATNA will stay in the barrack type accommodation provided inside the campus and nowhere outside or other than the accommodation provided by the Institute. Breach of this clause will attract penalty points.

DEPLOYMENT AND SUPERVISION

26. Employee of the Security Agency shall essentially be give one weekly off
27. The Security services shall have to be rendered in three Shifts, each shift being of 08 (eight) hours. However no Security Guard/Supervisor shall be allowed to perform continuous duty beyond one shift. The security agency shall have the discretion to rotate the duty of security personnel from one shift to another as per the requirement.

28. The security personnel shall remain on duty for 08 (eight) working hours. The personnel shall not leave his place of duty/duty point until his reliever reports for duty. If it is found that the security personnel have deserted their place of duty/duty point by without having been properly relieved, the same will attract penalty points.
29. 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., the security Agency shall ensure replacement and manning of all security posts by overtime without any additional liabilities to the Institute.
30. The Institute shall have the right to check up, from time to time, the turn-out and 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 the Registrar or any other representative appointed by the Director for the purpose. The decisions of the Institute Security Committee (ISC) shall be binding on the Security Agency.
31. The Security Agency shall at their own expense, and to the satisfaction of the Institute, undertake, a continual updating of the skill, processes and procedures followed by the Security staff employed in the security of the Institute, by organizing suitable training programs for them on routine basis. This training program may be included in their duty, like two hours in a week or so. It may include various aspects of security of a vital installation, expected major threats, and the measures to curtail such threats, use of security equipments, and use of fire arms to armed guards etc.

NATURE OF AGREEMENT

32. This Agreement is for providing the aforementioned services and is not an Agreement for supply of contract labour. It is clearly understood by the Security Agency that the person(s) employed by the Security Agency for providing services as mentioned herein, shall exclusively be the employees of the Security Agency and not of the Institute. The number of persons to be employed and the individual person to be employed for providing the said services shall be decided by the Security Agency who shall be liable to make payments to its said employees towards their monthly wages/salaries and other statutory dues like EPF, ESI, minimum wages, bonus, gratuity etc. whatsoever applicable. The Institute shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Security Agency's employees/agents or to the said employees/agents directly and/or indirectly, in any manner, whatsoever.

33. The employees/personnel of the Security Agency rendering the services under this Agreement, shall never be deemed to be the employees of the Institute in any manner, whatsoever nor shall they be entitled against the Institute to claim for employment, salary/wages, damages, compensation or anything arising from their deployment by the Security Agency at the Institute.
34. The Security Agency shall not appoint any sub-agency to carry out any obligations under the contract.

DURATION OF THE CONTRACT

35. Total duration of the contract shall be 3 (Three) years, (initially for one year extendable to another one year each on performance basis), subject to quarterly appraisal and review by the Institute Security Committee (ISC).

TERMINATION OF THE CONTRACT

36. The institute can terminate this agreement by giving one month's written notice to the agency without assigning any reason and without payment of any compensation thereof. However, the Institute shall be at liberty to give only 24 hours' notice for termination of this Agreement to the Security Agency in case there is a major default in compliance of the terms and conditions of this Agreement or the Security Agency has failed to comply the statutory obligations. Further, if the contract agreement is terminated by the contractor, the contractor shall be bound to continue providing the services under the terms and conditions of this agreement till an alternate arrangement is made. Intimation to this effect will be given by the Institute.
37. If the Security Agency commits breach of any covenant or any clause of this agreement, the Institute may send a written notice to the Security Agency to rectify such breach within the given time limit. In the event, the Security Agency fails to rectify such breach within the stipulated time, the agreement shall forthcoming stand terminated and the Security Agency shall be liable to the Institute for losses or damages on account of such breach. The contract shall also be liable for termination on ground(s) provided elsewhere in the terms and conditions of this agreement.
38. The Institute shall have the right to immediately terminate this Agreement, if the Security Agency becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.
39. The agreement shall be liable for termination in terms of the stipulation provided elsewhere in other clauses of this document.

INDEMNIFICATION

40. The Security Agency shall be responsible for all injuries and accidents to persons employed by them and to fulfill all obligations/ statutory provisions. The Institute shall be wholly immune and indemnified against any claims, whatsoever, filed in this behalf. 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 and claims, if any.
41. 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 replacement or on payment of adequate compensation on actual basis.

STATUTORY COMPLIANCES

42. The Security Agency shall comply with all statutory requirements existing as well as those promulgated from time to time, provided under various Acts/ Enactments/ Statutes including the Labour Laws and Misc. other Laws, 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, the Security Agency shall not involve the Institute in any manner, whatsoever, in any dispute with regard to the compliance of the statutory provisions and in case of violation of any law; the Security Agency shall be solely responsible. In case, for violation of any law, including the labour laws etc., any liability is put upon the Institute, the Institute shall stand absolutely indemnified by the security agency in such matters. Any liability in financial terms which is caused for any reason as above or any loss or damage to the property of the Institute, the cost of the same shall be recovered/adjusted by the Institute either from the security agency or from its monthly bills or security deposit, by way of deduction or in any other manner, as the Institute may deem appropriate. In case, any liability is adjusted from the security deposit of the security agency, such short-fall in the security deposit shall be made good by the security agency within 15 days of the matter.
43. The Security Agency shall invariably have its registration under the Employee Provident Fund and Misc. Provisions Act, 1952 and Employees State Insurance Act, 1948 of the respective departments.
44. The Security Agency shall be bound to deposit the EPF and ESI contributions of the concerned departments through separate challans which must be exclusively in respect of their workman employed at IIT PATNA under respective Acts. In no case, the challan shall include any other employee who is not deployed at the Institute. Further, the security

agency shall be entitled for payment of the contributions made under the EPF and ESI heads with the concerned departments towards employers share via reimbursement from the Institute only against the submission of original copy of the challans and through no other mode.

45. The Security Agency shall supply a certified copy of their registration under the Provident Fund Act, ESI Act, and other Labor Laws besides Income Tax etc. to the Institute within one month from commencement of this agreement.
46. The Security Agency shall within a month's time, apply to the Regional Labour Commissioner (Central) for obtaining a license under the Contract Labour (Regulation and Abolition) Act, 1970 and will submit a copy of the license to the Security Officer of the Institute.
47. The Security Agency shall have to accept absolute responsibility to uphold all obligations of labour, tax, welfare and other ones in respect of its employees in consonance with the laws of the land, against all claims, damages or losses of every nature or kind, whatsoever, ensuring no liability or involvement of the Institute.
48. The Security Agency shall abide by all laws of the land including, Contract Labour (Regulation & Abolition) Act 1970, Employees' Provident Fund & Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948, Minimum Wages Act, 1948 etc., apart from the liabilities of tax deduction, welfare measures for its employees and all other obligations that enjoin in such cases and which are not essentially enumerated and defined herein, though any such onus shall exclusively be on the Security Agency, and the Institute shall remain immune/indemnified from any liability, whatsoever, in such matter. However, if at any time, due to lapse on the part of the security agency, any liability financial or otherwise, is thrust upon the Institute, the security agency shall be liable to make good the loss to the Institute in the manner, the Institute deems appropriate.

LIABILITIES AND REMEDIES

49. The responsibility for taking appropriate security measures shall entirely be that of the Security Agency. The Institute will be entitled for compensation against the Security Agency, in case a proper inquiry establishes that the theft or loss or damage has been caused due to the 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. 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.

50. All the assets and articles provided by the Institute shall be the property of the Institute and the Security Agency shall merely be the custodian of such assets and articles. On termination of the 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.
51. The personnel of the Security Agency shall be provided free barrack type unfurnished accommodation for the number of persons contracted. Such accommodation shall be handed over to the Institute in vacant state on termination of the contract in any manner, whatsoever and/or at any time earlier or within the time limit stipulated in the order of the Institute. In case, the possession is not handed over in the manner as referred to herein above, the Institute shall be entitled to remove the possession of the unauthorized occupants by use of such force as may be necessary. Suitable office space shall be provided free of charge by the Institute.
52. Electricity consumed by the security personnel in the barrack provided to them shall be charged through a separate meter at the prevailing rates and recovered from the monthly bills of the Security Agency. However, electricity for office of the security agency shall be provided free of charge.
53. Any payment, required to be made by the Security Agency to its personnel, in compliance of any of the laws of the land, shall be the sole Responsibility of the 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 at the time. The Institute will in no case, be responsible for any default, in this regard. Even if any liability because of the provisions of any particular Law becomes that of the Institute, it is clearly agreed that the same shall be deemed to be that of the Security Agency and shall accordingly, be discharged by it. The Institute's liability towards the personnel of the security agency shall be limited to the extent of the contract price accepted by the Institute.
54. 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 is caused to the Institute, its properties, its designated officials, other employees or residents of the campus, the Security Agency shall be liable to make good the loss or pay the compensation, refund the expenditure on legal/judicial proceedings as well as pay the penalty, as the Director may impose upon it.

SUBMISSION AND VERIFICATION OF BILLS

55. The payment for services under this agreement shall be made on monthly basis, through online transfer in favour of the a/c of Security Agency. The payment shall be paid within 07 working days after receipt of the complete bill in all respect for each calendar month, along with the requisite details of the daily attendance and other records in support thereof, 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.

56. The Security Agency shall submit a certificate for wages disbursement along with the monthly bills certifying that the personnel employed by them in the campus of the Institute have been paid the minimum wages, as in force from time to time, in accordance with the provisions of the central Minimum Wages Act and that all other statutory requirements in this regard have been complied with.
57. Violation of any provisions of central Minimum Wages Act, 1948 shall render the contract liable for termination. The Institute shall also proceed against the defaulting agency as per provisions of the relevant laws.

CONFIDENTIALITY

58. It is understood between the parties hereto that during the course of business relationship, the Security Agency may have access to confidential information of the Institute and it undertakes that it shall not, without the Institute's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information in any regard, whatsoever. This clause shall survive forever even after the date of expiry of this Agreement.

ENTIRE AGREEMENT

59. This Agreement represents the entire agreement between the parties and supersedes all previous or other writing and understandings, oral or written, and any modifications to this Agreement, if required, shall only be made in writing.

AMENDMENT/MODIFICATION

60. The parties can mutually amend this Agreement at any time. However, such amendment shall be effective only when it is reduced to writing and is signed by the authorized representatives of both parties hereto.

SEVERABILITY

61. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, then that provision of the Agreement will be enforced to the maximum extent permissible so that it effect the intent of the parties, and the remainder of this Agreement shall continue to be in full force and effect.

CAPTION

62. The various Captions used in this Agreement are for the organizational purposes only and may not be used to interpret the provisions hereof. In case any conflicts between the Captions and the Text, the interpretation of the Text as clarified by the Director, shall prevail.

WAIVER

63. At no time, any indulgence or concession granted by the Institute shall alter or invalidate this agreement nor constitute the waiver of any of the provisions hereof after such time, such indulgence or concession shall have been granted. Further, the failure of the Institute to enforce at any time, any of the provisions of this agreement or to exercise any option which is provided herein for requiring at any time, the performance by the Security Agency of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this agreement nor in any way affect the validity of this agreement or any part thereon or the right of the Institute to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

GOVERNING LAW AND JURISDICTION

64. All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at PATNA.

ARBITRATION

65. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement on any matter whatsoever, 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 the Director of the Institute at the time of the dispute.
66. 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 de-novo.
67. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to the Arbitrator at the time of invocation of arbitration under this clause. It is also the term of the contract that the cost of arbitration shall be borne by the parties themselves.
68. The venue of arbitration shall invariably be at PATNA.
69. 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.

FORCE MAJEURE:

70. 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, is affected, prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events) and 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 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 60 days, either party may at his option terminate the contract.
71. 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 & equipments deployed in the campus until a new security agency is appointed and it commences the operation.

(Vishwa Ranjan)
Registrar, IIT PATNA

PARAMETERS

1. The main Security objectives of IIT PATNA are as under:
 - i) Complete security to the life and property of the residents and the assets of the Institute.
 - ii) Safeguard against trespass.
 - iii) Security covers to various official functions organized by the campus community.
 - iv) Control of vehicular traffic.
 - v) Maintain vigil and undertake surveillance for control of untoward incidents, specially involving the outside elements.
 - vi) Control of stray cattle and canine menace.
 - vii) Pursuance of the cases registered by the Institute community in official capacity with local police.
 - viii) Assist the Institute in maintenance of day-to-day discipline and smooth running of various activities.
 - ix) Provide timely intelligence inputs to the Institute administration.

2. The Security parameters will therefore comprise of the following aspects;
 - i) Theft related.
 - ii) Patrolling related
 - iii) Discipline
 - iv) General

3. A point system will be in operation under which operational failures, depending on the type and frequency, will entail point penalties. The liability of Security Agency will not only be in terms of these points but also to the extent of the recommendations of the Joint Enquiry. Every point will entail a financial obligation of Rs. 500/- on the part of Security Agency subject to a maximum of Rs. 1,00,000/- or 10 % of the gross payment to Security Agency in a month, whichever is less.

POINTS ALLOCATION

1. Dacoity

Forced armed entry within any campus area, resulting looting of the place and, or injury to limb/ life or both.

THIS WILL ENTAIL IMMEDIATE TERMINATION OF THE CONTRACT.

2. Thefts

Sl. No.	Type of theft	Penalty points (units)
i	Major break in an official/residential premises and theft of goods that need some form of transportation.	100
ii	Major break in a premises and theft of goods that do not need transportation	90
iii	Lock breaking of a premises and theft of goods that need some form of transportation	90
iv	Lock breaking of a premises and theft of goods that do not need transportation	80
v	Lock opening of a premises and theft of goods that need some form of transportation	60
vi	Lock opening of premises and theft of goods that do not need transportation	40
vii	Lock breaking/ opening without any theft	30
viii	Theft of one or more bicycles on a single week	10
ix	Isolated theft of one scooter/ motorcycle	60
x	Theft of more than one scooter/ motorcycle on a Single day.	100
xi	Isolated theft of a car	150
xii	Theft of more than 1 car on a single day	200

3. Patrolling

Sl. No.	Type of incidence due to patrolling lapse	Penalty points (units)
i	Molestation case, single person involvement.	80
ii	Molestation case where a group of miscreants is involved.	150
iii	Eve teasing case where group of miscreants is involved	60
iv	Molestation / eve teasing / chain/mobile phone snatching case where helps take more than 7 minutes to arrive after reporting.	100
v	Patrolling vehicle out of order for more than 01day	50
vi	Patrolling more than two bicycles out of order for more than 01 day	10
vii	Strength deployment relative to the deployment chart	25
viii	Strength short fall by more than 10% on any given day	50

If the incident occurred thrice, the contract shall be liable for outright termination

4. Discipline

Sl. No.	Type of incidence due to patrolling lapse	Penalty points (units)
i	Rude and unpleasant behavior of security personnel with campus resident (for each incident)	30
ii	Non-compliance with instructions /orders.	100
iii	Failure in drill test / random call	50
iv	Recruiting personnel residents of a place located within 10 km from the Institute (for each day after recruitment/deployment)	10
v	Recruiting/deploying illiterate personnel and / or recruiting /deploying personnel of more than 40 yrs, except in case of supervisory staff& above (for each day after recruitment /of deployment)	10
vi	Patrolling bicycles (more than two) out of order for more than 02 day	50 every day
vii	Breach/violation of contractual conditions (for each act of commission/omission) not covered in any of the above Columns	As per the decision of the ISC depending on the level of breach

5. General Nature

Sl. No.	Type of incidence due to patrolling lapse	Penalty points (units)
i	Security personnel have deserted their place of duty/duty point without having been properly relieved	10
ii	Lack of Dog menace control in residential area	10
iii	Presence of unwanted elements on the campus	10
iv	Entry of unauthorized vehicle on the campus	40
v	Charging any amounts from employees against supply of uniforms (if proved)	50
vi	Charging any amounts from employees against Recruitment (if proved)	100

6. Compounding:

Repeated complaint of the identical nature (more than 4 times in a calendar month) will cause a multiplication factor of 4 on the penalty points.

7. GENERAL MECHANISM:

(A) PENALTY POINTS

The Security Agency shall earn penalty points on different counts as enumerated in this agreement and as per details of **Section VI**.

Penalty points will be finalized by Institute Security Committee (ISC) once in a month during client co-ordination meeting to be held in the first week of every month. Adjustments will be made at the end of each month against penalty points. The net penalty point will be charged at the rate of Rs. 500/- per point, subject to a maximum of 10% payment in that quarter and will be deducted from the bill due in next month. An accumulation of 1000 points imposed on the Security Agency, shall render the security agency for penalty in the manner as is deemed appropriate by the Institute, including the termination of the contract.

(B) JOINT ENQUIRY

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 joint enquiry committee shall be constituted by IIT PATNA which will be inclusive of one person from the security agency deployed at PATNA.

IMPORTANT DATES

Sl No.	Details	
A.	Date of Commencement of downloading of Bidding Document	20.12.2018
B.	Pre bid meeting	03.01.2019 (1500 hrs)
C.	Last date for submission of bids	18.01.2019(1500 hrs)
D.	Opening of technical bids	18.01.2019 (1600 hrs)
E.	Presentation by the bidders	To be notified later
F.	Opening of financial bids	To be notified later

**(Vishwa Ranjan)
Registrar, IIT PATNA**

FINANCIAL INFORMATION

- I. Financial Analysis- Details duly supported by figures from Balance Sheet /Profit and Loss Account for 3 (three) years and certified by the Chartered Accountant and submitted by the bidder to the Income Tax Department (copies to be attached).

Sl. No.	Details	Financial Years		
		2015-16	2016-17	2017-18
i)	Gross annual turnover in Security & Intelligence services			
ii)	Profit /Loss			
iii)	Financial Position: a) Cash b) Current assets c) Current liabilities d) Working capital (b-c) e) Current Ratio: E) Current Assets/ Current Liabilities (b/c) f) Acid Test Ratio Quick Assets/ Current Liabilities (a/c)			

Note: Attach additional sheets, if necessary

(Signature of the applicant)

**DETAILS OF ALL CONTRACTS COMPLETED DURING THE
LAST FIVE YEARS**

Sl. No.	Name of Contract & Location	Name of Client	Annual Cost of contract	Date of commencement as per contract	Period of contract	Litigation Arbitration pending / in progress with details	Name, Address & Tele No. of officer to whom reference may be made	Repoints
1	2	3	4	5	6	7	8	9

(Signature of the applicant)

CONTRACTS UNDER EXECUTION

Sl. No.	Name of Contract & Location	Name of Client	Annual Cost of contract	Date of commencement as per contract	Period of contract	Name, Address & Tele No. of officer to whom reference may be made	Repoints
1	2	3	4	5	6	7	8

(Signature of the applicant)

**PERFORMANCE REPORT OF CONTRACTS REFERRED
IN FORMS 'B' & 'C'**

(Furnish this information for each individual contracts from the employer for whom the contract was executed)

1. Name of contract
& Location
2. Agreement No.
3. Annual Value of contract
4. Date of start
5. Date of completion
6. Performance report
 - i) Quality of service : Excellent/ Very good/ Good/ Fair
 - ii) Resourcefulness : Excellent/ Very good/ good/ Fair
7. Any penalty imposed for bad performance :
8. Any litigation pending :

(Signature)
(Seal of the organization)

Date:

DETAILS ABOUT THE ORGANISATION OF THE COMPANY

1.	Name and address of applicant	
2.	Telephone No. / Fax No. / email address	
3.	Legal status (Attach copies of original document defining the legal status). a) An individual b) A proprietary Firm c) A Firm in partnership d) A limited company or corporation.	
4.	Particular of registration with registrar of companies ESI, EPF, Sale Tax etc. (Attach attested photocopies) a) Registration Number b) Organisation/ Place of	
5.	Name and title of Directors and officers with designation who will be directly concerned with this work.	
6.	Have you or your constituent partner(s) been debarred / black listed from tendering in any organization at any time? If so, give details.	
7.	Any other information considered necessary but not included above.	

(Signature of the applicant)

PRICE SCHEDULE FOR SECURITY SERVICES

Sl. No.	Category	Unit Rate per unit	Amount (Rs.)	
			In figure	In words
*1.	Wages of Security Personnel			
	i. Security Inspector	01 Each		
	ii. Security Supervisor	01 Each		
	iii. Gunman (GM)	01 Each		
	iv. Security Guard (SG)	01 Each		
**2.	Bonus to Security Personnel			
	i. Security Inspector	01 Each		
	ii. Security Supervisor	01 Each		
	iii. Gunman (GM)	01 Each		
	iv. Security Guard (SG)	01 Each		
3.	Transport			
	i. SUV (Brand New)(without fuel)	01 Each		
	ii. Paddle Cycles	01 Each		
4.	Communication			
	i. Wireless ground Station	01 Each		
	ii. Vehicle mounted Wireless Set	01 Each		
	iii. Handheld Walkie-Talkie set	01 Each		
5.	Uniforms in every year			
	i. Uniform set per year	02 Pair	Price of each component should be mentioned separately	Consolidated price of uniform to be quoted.
	ii. Jacket for winter season per year	01 Each		
	iii. Rain-coat per year	01 Each		
	iv. PT Dress per year	01 Pair		
	v. PT Shoes & socks per year	01 Pair		
	vi. Duty shoes per year	01 Pair		
	vii. Duty socks per year	02 pair		
6.	Service Charges (Minimum 3 % to be paid only on wages, mentioned in sl.no.1)			
7.	Any Other Charges			
8.	Total monthly package [including Service charges & miscellaneous charges (if any)].			

*** EPF and ESI shall be payable on wages as per Govt. of India notifications, issued from time to time. Employers share including administrative charges are reimbursable subject to production of Challans on monthly basis.**

**** Bonus – Presently 8.33% of wages subject to revision by the GoI from time to time, (Payable on monthly basis along with wages to the agency). The agency should ensure to pay the same to the deployed personnel on monthly basis accordingly.**

Cost quoted by the agency shall be arrived by adding all components excluding GST. GST will be reimbursed as per prevailing rate on production of Challan/Receipt.

Note:

- 1) The number shown in tender document is only indicative and the actual nos. will be decided by the Institute Security Committee (ISC) in consultation with the security agency, from time to time and depending upon the threat perception as perceived by the Institute.
- 2) The quoted rates should be inclusive of all levies, statutory liabilities, bonus etc. to the personnel employed in the security of the campus, if any, accidental expenses incurred by the Security Agency in execution of the work, cost of consumable and non consumable items, minor equipment, profit & overheads of the Security Agency and any other known and unforeseen expenses.
- 3) The rates of the individual items accepted by the Institute shall remain valid for the modified numbers also and no claim on account of curtailment / additional quantum of work shall be entertained by the Institute.
- 5) The tenderer shall attach a separate sheet for showing the analysis of rate for each item of the schedule. If he is unable to justify the rates, his offer is liable to be rejected.

**(Signature of the applicant)
Seal**

**Details of Litigations / Ineligibility for corrupt or fraudulent practices /
Blacklisted with any of the Government or Public Sector Units**

(To be submitted on the Letterhead of the responding firm)

To
The Registrar
Indian Institute of Technology Patna
Patna 801106
India.

Subject: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government or Public Sector Units as on the date of filling of this tender

Dear Sir,

We, the undersigned, hereby declare that as on the date of filling of this tender (please tick or cut X in the space provided below):

We are not under a declaration of ineligibility for corrupt or fraudulent practices.

We are not blacklisted with any of the Government or Public sector Units.

Thanking you,

Yours faithfully,

(Signature of the Tenderer)

Name:

Designation:

Note:

1. In the event of any firm getting blacklisted in any organization from the date of filling the tender till the date of award of contract, the firm has to proactively disclose the facts, failing which the tender/letter of award is liable to be cancelled without assigning any reason.

2. After award of the work to the agency if it has been found that the agency has furnished wrong declaration in **Form-‘I’** above, the Competent Authority of IIT Patna may terminate the contract with immediate effect without assigning any reason thereof and suitable legal action may also be initiated against the agency.

LETTER OF TRANSMITTAL

From:
M/s-----

To: The Registrar
Indian Institute of Technology
PATNA- 801106

(Tenderer)-----

SUB: "Providing round the clock contractual security for the campus of Indian Institute of Technology PATNA"

- 1) Having carefully examined the Tender Document, we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.

We enclose herewith Earnest Money Deposit for a value of Rs. 12,00,000.00 (Rupees twelve lakhs) only, in the form of Demand Draft No.-----dated-----issued by in favor of Registrar, IIT PATNA payable at PATNA. (Name of Bank & Branch).

- 3) We certify that we have carefully read each and every condition and the scope of work given in the Bid document and having understood the same we confirm our acceptance without any condition or deviation.
- 4) We agree to keep the Bid valid for a period of 120 (sixty) days from the date of opening of Bid and it shall remain binding on us and may be accepted at any time before the expiry of that period. We also understand that we shall not withdraw this Bid during this period of 120 (sixty) days and in the event of default, The Institute shall have the right to forfeit 100 (hundred) % of the Earnest Money Deposit without assigning any reason.
- 5) Should this Bid be accepted, we hereby agree to abide by and fulfill all terms and conditions of the Bid document and in default thereof, to forfeit the earnest money deposit absolutely. We understand that The Institute is not bound to accept the lowest or any other Bid received, fully or in part thereof.
- 6) Unless and until a formal contract is prepared and executed, this Tender Document together with written acceptance of tender thereof shall constitute a binding contract between The Institute and ourselves.
- 7) We certify that all the statements made and information supplied in the enclosed forms A to H and accompanying statements/documents are true and correct.

- 8) We have furnished all information and details necessary for pre-qualifications and have no further pertinent information to supply.
- 9) We submit the requisite **Solvency Certificate** and authorize the Registrar, The Institute to approach the Bank issuing the solvency certificate to confirm the correctness thereof. We also authorize the Registrar, IIT PATNA to approach individuals, employers, Firms and corporations to verify our competence and general reputation.
- 10) We hereby submit our offer in two parts as required under the Terms & Conditions of the tender document.
- 11) We submit the following certificates in support of our suitability, know-how & capability for having successfully completed the following contracts:

<i>Sl. No.</i>	<i>Name of contracts</i>	<i>Certificate from</i>

No. of Enclosures :

Date of submission :

Signature of the applicant

Witness:
(Name & Address)

**For and on behalf of
(Seal & signature of the company)**

SECTION VII

CHECK LIST FOR BIDDERS

1	Do you have a valid Registration/ License to run security agency? If yes, attach attested copy of registration/License certificate.	Yes / No
2	Have you submitted Tender Bid EMD Rs.12, 00,000/- & Cost of tender document Rs.1000/- in form of DD/i-collect/deposited to Institute's account. If yes, attach proof.	Yes / No
3	Do you have experience to provide Security Services? If yes, attach a list of your earlier clients/organizations and also attach attested copy of all relevant documents viz. Experience Certificate, Work Orders, Testimonials etc. from the respective competent authority	Yes / No
4	Have you mentioned average annual financial turn-over from Security services of the firm in the last 03 (three) financial year ended on 31/03/2018? If yes, attach the proof	Yes / No
5	Do you have experience providing Security Services to Centrally Funded Educational Institutions, Central Government Organizations, PSU's Research Organizations? If yes, attach the proof with copy of all relevant documents viz. Experience Certificate, Work Orders, Testimonials etc.	Yes / No
6	Have you submitted Bank Solvency with relevant documents?	Yes / No
7	Have you filled Financial Information (Form 'A')	Yes / No
8	Have you filled Details of all contracts completed during the last five years (Form 'B')	Yes / No
9	Have you filled Contracts Under Execution (Form 'C')	Yes / No
10	Have you filled Performance Report of Contracts Referred in Forms 'B' & 'C' (Form 'D')	Yes / No
11	Have you filled Details about the Organizational Head of the Company (Form 'E')	Yes / No
12	Have you filled Details of Security and Administrative personnel on the Roll of the Company (Form 'F')	Yes / No
13	Have you filled Details of Communication Equipment and Transport Vehicles available with the Company (Form 'G')	Yes / No
14	Have you filled Price Schedule for Security Services (Form 'H')	Yes / No
15	Have you filled Details of Litigations/Ineligibility for corrupt or fraudulent practices/ Blacklisted with any of the Government or Public Sector Units (Form 'I')	
16	Have you filled Letter of Transmittal (Form 'J')	Yes / No