

TENDER FOR PROVIDING ROUND THE CLOCK CONTRACTUAL SECURITY SERVICES
INDIAN INSTITUTE OF TECHNOLOGY GOA

NIT NO : IITGOA/C&EMD/2020/021

NIT Issue Date and Time : 24th September 2020
Pre-bid Meeting : 01st October 2020 at 1100 hrs
(online mode only)
Tender Submission Date and Time : 15th October 2020 by 1500 hrs
Tender Opening Date and Time : 16th October 2020 at 1100 hrs
(Technical Bid)
Tender Opening Date and Time : will be intimated later
(Financial Bid)
Tentative Estimated Cost : 90,00,000/-(Ninety lakhs only) Tentative



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

General

1. The Director, IIT Goa hereby invites bids from reputed **Security Agencies** with nationwide presence, for providing round the clock contractual security services for the transit Campus of IIT Goa at GEC campus, Farmagudi, Goa (hereinafter referred to as the Institute). Only such agencies that fulfill the following requirements, shall be eligible to apply:-

- (a) Registration under the Private Security Agency (Regulation) Act 2005 (PSARA) and fulfilling all obligations of the act.
- (b) Registration under EPF & MP Act 1952 and ESI Act 1948.
- (c) Minimum 100 Guards have been on its payrolls during each of the last three financial years i.e. 2017-18, 2018-19 and 2019-20.
- (d) Organized Refresher training arrangements for trained security personnel with clear Recruitment policies.
- (e) Have at least one or more running contracts for providing security services of annual value not less than Rs. **50,00,000/- (Rupees Fifty lakhs only)** for each contract.
- (f) Average annual turn-over for each of the three preceding years should not be less than Rs. **50,00,000/- (Rupees Fifty lakhs only)** each year i.e. 2017-18, 2018-19 and 2019-20.
- (g) Should have ISO 9001 Certified Company
- (h) All Security Guards/personnel be Police verified
- (j) Regional Office in Goa working since last 2 years with copy of "Shop & Establishment" letters duly enclosed.

2. Applicants may download tender document from website: <http://www.iitgoa.ac.in> or Central Public Procurement Portal. Applications, duly supported by prescribed Appendices will be received as per the dates mentioned on the cover page. The financial bids shall be opened in respect of qualified bidders for which dates shall be intimated later by e-mail after evaluation of the technical bids. Institute reserves the right to reject any or all the tenders/bids without assigning any reason thereof.

3. Following amounts would be required to be enclosed along with Tender document: -

- (a) Tender Fee: Rs 500/-
- (b) Earnest Money Deposit (EMD): Rs. 1,80,000/- (One lakh eighty thousand only) Refundable without interest.
- (c) Performance Guarantee (PG): Security Deposit amounting to 10% of annual tender value shall be deposited in the form of Bank Guarantee/ Fixed Deposit Receipts (FDR) in favour of "Indian Institute of Technology Goa" within 15 days of issue of Letter of Intent (LOI) along with Labour License.
- (d) Micro, Small & Medium Enterprises: The MSMEs are exempted for payment to Earnest Money Deposit (EMD) and tender fee subject to furnishing of relevant documents for exemption as per privilege rules of Government of India.

SECTION- 1: BRIEF DESCRIPTION AND SCOPE OF SERVICE

4. Indian Institute of Technology Goa is in transit campus with capital and human assets to be guarded as under :-

(a) **Institute Complex** - At GEC Campus, (Goa) includes the Admin/Academic blocks and hostel with human being, all movable and immovable assets.

(b) **Director's Bungalow** - All human beings, movable & immovable assets.

(c) **Guest House**: All movable & immovable assets

(d) Utility services and any other additional spontaneous security requirement arising during various functions, events and ceremonies organized in and around IIT Goa transit Campus.

5. The resident's population of the campus, comprising of the students, faculty, staff and other officials and people engaged in commercial activities etc, is likely to be approximately 600 with 10% annual increase.

Scope of Service

6. The security agency is required to provide the following services:

(a) Complete security to the life and property of the residents and Institute assets.

(b) Safeguard against trespass.

(c) Security cover and ceremonial duties during various official functions organized by the campus community.

(d) Maintain vigil and undertake surveillance for control of untoward incidents, specially involving the outside elements.

(e) Pursuance of cases registered by the community with local police.

(f) Assist the Institute in maintenance of day-to-day discipline and smooth functioning of various activities.

(g) Prevent access & use of Institute premises & facilities by unauthorized persons/parties.

(h) Provide timely and usable intelligence inputs to the Institute administration.

(j) Deal with incoming Couriers and Postman. Prevent entry of Pseudo Couriers.

(k) Regulate and record access/movement of men, material, machines, equipment, labours, vehicles etc. This is particularly applicable in respect of all contractors and allied agencies.

(l) Adhere to Standard Operating Procedure (SOPs) given by the authorities of IIT Goa, which may be modified from time to time by the Director or his nominee.

(m) Comprehensive control on the keys management of all internal and external doors, lockers, pedestals etc in consultation with the Institute authorities. Key register must be kept upto date at all times.

(n) The guards on patrol duty will take care and operate where required, all water taps, valves, water hydrants etc, installed in open all over the premises and ensure that the same are safeguarded. These duties shall be performed without any extra financial liability on the Institute.

7. The agency will bear overall responsibility for maintaining discipline, peace and tranquility in the campus. It has to ensure a theft and incident free campus from law and order point of view.

8. Communication & Manpower requirements:

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

IIT Goa premises other than Hostel			
(a)	Security Posts	:	09
(b)	Security Officer	:	01
(c)	Security Supervisors	:	02
(d)	Security Guards	:	23
(e)	Female Guards	:	-
Total 23 Guards			
Hostel & PG Block			
Presently IIT Goa Hostel premise is under Goa state government. The deployment of the guards will be promulgated post taking over the hostel by IIT Goa. Tentatively 24 guards will be employed on taking over of hostel.			
Communication Equipment & other requirements			
(f)	CUG based Mobile Communication System	:	05
(g)	Hand held Metallic Detector	:	02 (Two)
(h)	Fire Fighting trained Guards	:	Equipment/Devices by IIT Goa. Trained manpower (Guards) by Agency.
(j)	Security Control Room at hostel	:	Security Control Room at hostel premises will be manned 24X7 shall be the responsibility of the agency without engaging guard strength and same is to be catered with in service charges by agency.
(k)	Handheld Dragon Lights (Rechargeable)	:	05

Notes:

(a) There may be Increase/Decrease in number of observation posts as per Institute's requirements. Same will be informed in advance to the Firm.

(b) **Duty shifts.** Three shifts of 08 hours each in a cycle of 24 hours commencing at 0600 hrs or mentioned in deployment chart **Form L. (will be available to winning firm only)**

(c) **Ex Servicemen (ESM).** Maximum possible in each category except Lady guards. Supervisors as far as possible will be Ex Servicemen only.

(d) **Distribution of CUG based Mobile Sets.** One each at Admin block, Hostel, Academic Block, Security Supervisor in Control room and Director's Bungalow.

(e) These are only estimated requirements mentioned herein for giving an overview of resources and quantum of work involved and do not necessarily indicate the exact requirements. It may increase or decrease in all respects.

(f) Maintenance of Mobile Sets and Handheld Dragon lights will be the responsibility of Security Agency itself.

(g) Deployment chart is at **Appendix L (will be available to winning firm only)**

SECTION-II: GENERAL INFORMATION AND INSTRUCTIONS**General Information.**

9. **Basic Information.** To obtain basic information, various forms (A to G) and Letter of transmittal (in form H) for submitting the bids are attached as **Appendices.**
10. All information called for in the enclosed forms should be furnished against respective columns in the forms. Any information furnished in a separate document, cross reference to the same be given against respective columns in each case. Any particulars/ query 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 in clear terms or making any change in the prescribed forms or deliberately suppressing the information, may result to the bids being summarily rejected. Bids received late will not be entertained.
11. Bids should be preferably in computer print outs or in legible handwriting. Bidder's name should appear on each page of the bid document.
12. Overwriting should be avoided. Neatly crossing out, initialing, dating and rewriting shall make correction valid, if any. All pages of bid document shall be numbered and submitted as a package with signed letter of transmittal.
13. *An Authorized Senior Officer of the client should sign references, information and certificates from the respective clients certifying suitability, know-how and capability of the bidder.*
14. Bidder may attach any additional information, which he feels necessary to establish his capabilities in all respects to successfully complete the envisaged work. The bidder however, is advised not to attach superfluous information. No further information will be entertained once bids are submitted, unless the Institute calls for it.
15. Individual signing the bid or other documents connected with the contract shall indicate full name below the signature and must specify whether he is signing in the capacity of :-
- (a) Sole proprietor of the firm or constituted Attorney of sole proprietor, or
 - (b) Partner of the firm in which case, he must have authority to represent the firm for arbitration of disputes concerning the business of partnership firm either by virtue of partnership deed or power of attorney, or
 - (c) constituted attorney of the firm.
- (d) It is further clarified that :-**
- (i) In case of (b) 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.
 - (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 part of contract on behalf of another, shall be deemed to be warranty that he has authority to sign such documents and if, subsequently 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 cancellation of contract including any loss which the Institute may have incurred on account of execution of contract / intended contract.

16. Every page of the technical bid as well as financial bid must be signed with name by the competent person under seal.

(a) The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise. The Director, IIT Goa reserves the right to select the item (in single or multiple units) or to reject any quotation wholly or partly without assigning any reason.

(b) INVITATION FOR TENDER OFFERS (AS PER PRICE SCHEDULE)

The BIDDERS are requested to give detailed tender in two Bids i.e.

a. Part - I: Technical Bid.

b. Part - II: Financial Bid.

Technical Bid:

(c) The envelope clearly marked as "**Technical Bid-Envelope No.1**" shall contain all the documents in support of qualification/registration etc as per tabulated below :

Envelope - 1		
SN	Documents	Content
1.	Technical Bid	Financial Information as per Form-A
2.		Details of All Contracts Completed During Last Five Years as per Form-B
3.		Contracts under execution or awarded as per Form-C
4.		Performance report of contracts referred in form B & C as per Form-D
5.		Company's Organizational Structure as per Form-E
6.		Details of Security and Administrative Officers on Company Roll as per Form-F
7.		Letter of Transmittal as per Form-H
8.		Tender Fee & EMD is required to submit the same in original in a sealed envelope on or before closing date. In case of exemption from submission of Bid security, proof of registration with NSIC.
9.		The tenderer shall submit the copy of the tender document with each page should be signed and stamped to confirm the acceptance of the entire term & conditions of the tender.
Envelope - 2		
SN	Document	Content
1.	Financial Bid	Price bid should be submitted in BOQ format.

Both the envelopes technical/financial along with all other envelopes/documents must be put together in one single envelope superscribing "TENDER FOR PROVIDING ROUND THE CLOCK CONTRACTUAL SECURITY SERVICES INDIAN INSTITUTE OF TECHNOLOGY GOA" addressed to The Estate Officer, C&EM Department, Indian Institute of Technology Goa, At GEC Campus, Farmagudi, Ponda, Goa-403401 Bid documents should be submitted as per the above sequence with Index page and page numbers (including technical literature). Each page of the bid should be signed & stamped in original. Unsigned bids will not be considered for evaluation.

17. Tender document shall not be considered as legal bid if the Earnest Money is not furnished.

18. **Tender Clarifications.** A prospective bidder, requiring any clarification of the Bid Documents shall notify the C&EMD Section, IIT Goa by e-Mail to estate@iitgoa.ac.in through his mailing address at least 24 hours prior to pre bid meeting. C&EMD section shall respond in writing to any request for clarification of the Bid Documents, which he receives not later than 7 days prior to last date for submission of the bids.

19. **Pre-Bid Meeting:** Bidders are invited to participate in pre-bid meeting scheduled to be held online as per NIT. In case of pre-bid meeting not held on the mentioned date due to unavoidable reasons, it will be held on the next day. All inputs/queries and request for participation to be e-mailed on estate@iitgoa.ac.in by 1500 hrs 30th September 2020. The agenda of the pre-bid meeting will elaboration of terms and condition of the contract and reply to queries.

20. Entire documents shall be submitted by the bidder under a letter of transmittal in **Form H**, which must be printed out on letter head of bidder. The letter shall invariably contain the email address, telephone/cell phone number and Fax number of the firm.

21. **Return of EMD.** EMD of unsuccessful bidders shall be refunded within a month 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/refunded once PG is received. No interest shall be payable on EMD/ PG and the same shall, after expiry of contract without any damages/loss to man or material of Institute or any party, be refunded within 3 months once applied by the Contractor and full satisfaction of the institute against payment of statutory and other dues to the employees engaged.

21. 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.

22. **Tender Amendments.** 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 bids submission.

23. **Tender Validity.** The tender shall remain valid for a period of 180 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 EMD shall be forfeited. In exceptional circumstances, the Institute may request the bidders' consent for extension of bid validity period. A bidder may, however, be at liberty to refuse the request without risking forfeiture of his EMD. A bidder agreeing to extend the validity of bid will not be allowed to modify his bid.

24. **Summary Rejection of Bids:** Any of the following action/commission/omission are likely to cause summary rejection of the bid:-

- a. Any bid not accompanied by required EMD/tender fee.
- b. Any conditional bid or bid offering rebate.

- c. Any bid in which rates have not been quoted in accordance with the specified formats / details as specified in the bid Document.
- d. Any effort by a bidder to influence the Institute in bid evaluation, bid comparison or contract award decision.
- e. Any bid received with bid validity period shorter than 180 days.
- f. Any black listed bidder by any of the government organization/PSU/Autonomous bodies/authority etc
- g. Misleading or false representation of facts or deliberately suppressed the information

25. Award of Work. The award of work order, when issued to the successful responsive 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. These will be adhered to and performed by the bidder. Non-performance of any such obligations shall make the bidder liable for all consequential effects.

26. Execution of Agreement. Successful bidder shall have to execute an agreement with the Institute on a non-judicial stamp paper of Rs 100/- (Rupees One Hundred only) or of the value as may be applicable at the time of work commence **within 15 days of issue of LOI**, or the date Institute desires whichever is later, failing which the Institute shall be at liberty to forfeit the EMD and proceed to appoint another agency, as it may deem fit.

27. Unconditional Bids. The bidders are advised to refrain from stipulating any conditions, rebates etc in violation of tender terms. The Institute reserves the right to reject such tenders in which conditions of rebate is stipulated, without assigning any reason thereof.

28. Important Dates. For the purpose of submission of the bids, dates shown on the Cover Page shall be strictly adhered to by the Institute, unless amended.

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

SECTION -III: TECHNICAL BID

Initial Criteria for Submission of Bid: The Firm must have obtained requisite license from Competent Authority prescribed under Private Security Agency (Regulation) Act, 2005; and license should be valid and subsisting as on the last date of bid.

30. Annual Financial Business. Average annual financial business turnover of the company on security services should be at least **Rs 50 lakhs** (Rupees fifty lakhs only) during each of the last 3(three) preceding financial years, i.e., 2017-18, 2018-19 and 2019-20. For the purpose, the bidder should furnish the following financial information:

- a. Annual financial statement for last 3 (three) years (As per **Form A**) duly supported by audited balance sheets and profit and loss accounts, certified by a Chartered Accountant, as submitted by the applicant to the Income Tax Department.
- b. Name and address of the Bankers familiar with applicant's financial standing and Banker's statement regarding availability of credit.

31. Ongoing/Executed Contracts. The agency must have at least 2 (two) or more running contract of the annual value not less than Fifty lakhs each. Copies of work order or certificate of monthly billing from client must be enclosed as documentary evidence. The bidder in this regard should furnish following particulars:-

- (a) List of all contracts of similar business class successfully completed during last five years showing the experience in security and allied services (As per Form B)
- (b) List of contracts under execution or awarded with man power strength (As per Form C)
- (c) Particulars of completed contracts and performance of applicant, duly authenticated /certified by a Senior Officer of the client (As per Form D).

32. Organizational Information. The bidder is required to submit the following particulars in respect of his organization (As per Form E):-

- (a) Name and postal address including Telephone Number, Fax Number and e-mail addresses etc.
- (b) Copies of original documents defining the legal status, place of Registration & principal places of business.
- (c) Names and title or Directors and officers to be concerned & co-opted with proposed contract for IIT Goa, with designation of individuals authorized to act for organization.
- (d) Information on any litigation in which applicant was involved during last 5 (five) years, including any current litigation.

33. The firm should have minimum 100 deployed guards on its rolls during the last three years i.e., 2017-18, 2018-19 and 2019-20. It should also have a clear recruitment policy. The bidder must furnish the details of Executive Officers currently on their rolls (As per Form F).

34. The company should be in the Security & Intelligence business for at least 5 (five) consecutively preceding years.

35. EPF/ESI Registration. The firm should have EPF, ESI and Sales/Trade Tax Registrations.

36. Training Arrangements. The firm should have properly organized Refresher training arrangements for its security personnel. Full details of such training, including institutions utilized for training, duration of training and available training aids should be furnished.

37. The firm should have national level presence in security business with Regional Office in Goa.

38. Education Qualifications. The firm should have on its rolls trained Guards with pleasant behavior. It has to provide physically & medically fit security guards and Supervisors who should be Mentally robust/alert, well disciplined, free from any ailment, Police verified and of good Character. The Security Officer should be at least Graduate/JCO with an experience of minimum ten years at his level and should be capable of working on computer.

39. The firm must submit letter of transmittal (**Appendix 'H'**) along with technical bid.

Evaluation of Technical Bids:

The Technical Bids shall be evaluated by the Committee constituted for the purpose as per succeeding Paras. The bid will first be scrutinized on the basis of the initial criteria prescribed in paras 30 to 39 above of Section-III, and accordingly the bidder's eligibility will be determined.

- (a) List of Equipment to be provided by the Agency :-
 (i) Underslung mirror for checking incoming vehicle bellys -01 (ii) Hand held Metallic Detector -02
 (iii) CUG based Mobile Communication system - 05
- (b) Capability to Handle/Operate. Through Agency:-
 (i) Surveillance System (ii) Fire Fighting, Alarm System (iii) Detective and Investigative capability.

40. The financial bids of only technically qualified bidders shall be opened and considered.

41. Even though the bidders may satisfy the above requirements, they may be disqualified, if they have:

- (a) Made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.
- (b) Records of poor performance such as abandoning work, not properly completing the contract or financial failure/weaknesses.
- (c) The Confidential enquiry reveals facts contrary to the information provided by the applicant.

SECTION IV: FINANCIAL BID

Price Schedule The bidders are advised to quote their Service Charge Percentage exclusive of GST as per BOQ as placed at **Form 'G'**

42. The Service Charge Percentage quoted in the BOQ **shall be exclusive of GST**, but inclusive of all levies and statutory liabilities, including incentives, if any, cost of minor equipment such as batons, torch, consumables such as uniforms (two pairs) of the personnel, stationery, contingent expenditure incidental to work and contractor's profit etc.

43. No payment other than as specified in the price schedule **Form G** for each item and which has been duly accepted by the party, shall be payable to the successful bidder.

44. The Institute does not bind itself to accept the lowest or any other bidder. 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.

45. Institute will only consider **Lowest Evaluated Responsive Bidder** who fulfills all conditions specified in Tender documents.

46. **Revision of Minimum Wages** When prescribed minimum wages are revised upwards by the Central Government, 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 wages disbursement proof at the revised rates and the Contractor profit on it as per Service Charges % will be paid.

47. **Re-Imbursement of Taxes** The security service provided to the Institute is **liable GST** which shall be reimbursed by IIT Goa. 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 tender submission, the same shall be reimbursed by the Institute, provided the payment proof is submitted in support thereof.

**SECTION-V: TERMS AND CONDITIONS FOR PROVIDING
SECURITY AND ANCILLIARY SERVICES**

Obligations of Security Agency

48. Terms & Conditions and the obligations of Security Agency are as under :-

- (a) Security Agency is obliged to provision the services specified in Para 6 of Section I above.
- (b) Officer in-charge Security Agency will be bound by the operational parameters given in succeeding Paras.
- (c) Security staff shall not indulge in any undesirable/unethical/irrelevant/unprofessional activity while on/off duty when associated with IIT Goa.

49. Highest disciplinary standards in conduct, behavior, turnout, bearing, dealing is expected from all members in whatever capacity they are.

SECTION-VI. SECURITY PARAMETERS.

50. Security Agency shall make serious efforts to control and eliminate cattle menace etc, from the campus premises. Wild Life management shall also be the responsibility of Security Agency.

51. The Institute shall identify the exact 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 Para 8. The Institute reserves the right **to increase or decrease** without any change in Service Charge Percentage or any other terms & conditions.

52. **Additional Guards** In addition to the number of personnel listed, 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 accepted Service Charge Percentage given in Price Schedule.

53. **Extra Services** Security Agency shall be bound to perform the assigned jobs whether the same are included in the schedule of services or not. The charges for the **extra services** not mentioned in the Price Schedule, shall be settled mutually.

54. **Liaison with Police and Civil Administration** The Security Agency shall maintain proper liaison and contact with the local police / civil administration etc for smooth and peaceful day-to-day functioning of the Institute. Also, it shall be fully responsible for taking follow-up action and pursuing the First Information Reports (FIRs) lodged by the residents of the campus or by the Institute with the Police Department. *FIR pertaining to any official subject shall be lodged and subsequently pursued by the Agency on behalf of IIT GOA.*

55. **Serviceability of Equipment** Security Agency shall ensure that the equipment as mentioned in the Price Schedule, are maintained in perfect working order round the clock. In case of any major fault requiring more than 24 hours time to make them operational, the Security Agency will provide replacements for them free of charge. Frequent disruptions shall invite Penalty.

56. **Availability of Suggestion Book** The Security Agency shall maintain a Suggestion Book at the Admin block entrance which will be made available to the supervisory staff of the Institute Security and the residents / employees of the campus.

57. In a manner satisfactory to the Institute, the Security Agency shall provide necessary expertise and trained manpower to attend to various needs of security services at Institute buildings, hostels, residences and the campus in general.

58. The Security agency shall ensure protection of all properties and personnel of 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.

59. **Updating of Skills** The Security Agency shall supply trained manpower for the security duties in the campus. It shall also undertake at 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, at its own cost. All Security Guards and Security Supervisors be proficient and competent in fire-fighting and intruding activities. They should be trained in First-Aid, Disaster management and for exemplary behavior. They shall also act as Instructors in security and fire- fighting duties on behalf of the firm. Security Guards be able to pass the Physical Proficiency Test (PPT) set as per age and professional requirement. Skill updating be carried out on quarterly basis. The trainer be competent enough to impart training on all the a/m subjects.

60. **Conduct of Security Audit** 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 free of charge. Security agency will maintain following documents at their own cost:-

(a) For Internal Inspection

- (i) Daily Attendance Register
- (ii) Guard Checking Register
- (iii) Shift Register
- (iv) Patrolling Register
- (v) Warning Register
- (vi) Visitors Register
- (vii) Keys In/Out Register
- (viii) Movable Assets In/Out Register
- (ix) Water Tanker Register
- (x) Bus Schedule Register
- (xi) Lost and Found Register
- (xii) Post Handing/Taking over Register

(b) For External Inspection

- (i) Monthly wages Payment Register
- (ii) Details of PF Deducted
- (iii) Details of ESI Deducted
- (iv) Register of Workman Employed by the Contractor
- (v) Advance Payment Register
- (vi) Fine Register
- (vii) Overtime Register

Employability of Security Personnel

61. **Ex-Service Men (ESM)** Institute will always prefer deployment of maximum of ESM, Out of total staff to be deployed at Institute (including all complexes) under the agreement, the service provider must make efforts at least to engage 50% staff (under each individual category) from Ex-Military/ Paramilitary/ Police Force except Lady Guards. Deployment of all individual Security Guard (or) Security Supervisor be approved by the Institute representative.

62. The Institute has a right to engage any other security service, whenever felt its requirement.

63. Security Agency shall have proper standards and procedures for recruitment of guards and supervisors.

64. **Basic Criteria** Every personnel, other than Supervisors, deputed by the Security Agency shall be at least matriculate and **minimum three years of experience in the Security Services except ESM and Para Military Personnel.** In case of Security Supervisors, minimum educational qualification should be graduate or minimum NCO or equivalent rank for ESM. Violation of this condition shall be treated as breach of important contractual condition and shall attract penalty points.

65. **Maintenance of Individual Dossiers.** Security Agency shall ensure that before deputing the security staff, they have verified the antecedents of all their staff and shall provide to Institute, a complete Dossier of each security personnel proposed to be deployed along-with their records of police verification, and medical examination certificate in original. Non-compliance with this provision will be deemed to be violation of contract and shall render the security agency for penal action against it.

Dress, Deportment and Discipline of Security Personnel

66. The Security Agency shall have a properly designed uniform. The Institute reserves the right to suggest modification to the uniform as it may deem fit, for the proper appearance and turnout of the guards.

67. 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. Same 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 etc.

68. **Cost of Uniform** 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 (Cost to be included in Service Charges). **In no case, any deduction or charge from the personnel employed, shall be effected.** If any instance otherwise defying this provision, comes to the notice of the Institute, the security agency shall be liable for adequate penal action including imposition of penal points in this regard. The uniform articles shall include 2 x shirts, 2 x trousers, 1 x belt with buckle, 1 x pair of boot ankle (DMS), 1 x Baton , 2 x beret with badges, Line yard with whistle, 2 x pairs of Nylon socks, 2 x Name plates, 2 x pairs of title shoulders per year. Above items be of branded company.

69. 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 Security Agency to supply another uniform free of cost to the persons. Also will ensure that the persons wear only proper uniform while on duty in the Institute. The Institute shall not provide any kind of batons, torch etc nor incur any additional expenses in this regard. It would entirely be the responsibility of the Security Agency to supply such minor equipment necessary for discharge of duty.

70. Removal of Security Personnel's Personnel deployed by the Security Agency in the Institute shall immediately be removed from his duties on administrative grounds if IIT Goa considers such removal necessary. Security Agency shall also immediately remove any personnel who is found not to be discharging his duties properly or of doubtful character. Approval of the Institute, shall be obtained to replace such Security Guards with adequate substitute personnel either on its own motion or on Institute's demand. In case of removal of such personnel, the Institute shall be absolutely immune from any claim, whatsoever, in this regard.

71. If the Institute incurs any expenditure or any liability is put on them in connection with the deployment of Security Agency Employees, the same shall be adjusted from Agency's bills.

72. The Security staff employed by the Security Agency shall under no circumstances join any union of the Institute nor shall they make any claim for service or other matters. 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.

73. **Exemplary Conduct and Behaviour** 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 Institute Campus. The Security Agency and its personnel shall be bound to comply with the instructions, given by the Institute. The security agency shall accordingly issue necessary instructions to its personnel in this regard.

74. None of the employees of the Security Agency shall enter into any kind of private work within or outside the Institute Campus. Non-compliance of this provision shall be deemed to be violation of the contract, inviting penal action.

75. **Physical Standard & other qualifications** The employees of the Security Agency shall be of good character and of sound health and shall not be less than 25 years of age. The upper age limit shall be 45 years in case of Security Guards while in case of Supervisors, it shall not exceed 55 years. For Ex Servicemen (ESM), the maximum age criteria is relaxable upto 60 years.

Ser	Description	Security Guards	Security Supervisor	Security Officer
(a)	Age	25-45 Years	35-55 Years	35-60 years
(b)	Educational Qualification	10 th	Graduate/ESM NCO	Graduate/ESM JCO
(c)	Height/weight	160 cms (for female 150 cms), weight according to standard table of height & weight, chest 80 cms with expansion of 04 cms (for female no minimum requirement of chest measurement)		
(d)	Ear	Free from hearing defect		
(e)	Eye sight	Far sight vision 6/6, near sight vision .6/.6 with or without correction, free from colour blindness		
(f)	Disease	Candidates should be free from any contagious or infectious disease		

76. The Security Agency personnel deployed at IIT Goa will make their own staying arrangements.

Deployment and Supervision

77. **Relief of Duties** Employee of the Security Agency shall be provided one day off during each week.

78. **Duty Shifts** The Security services will be organized in **Three Shifts, each 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. **Timings of duty shifts shall be from 0600 h to 1400 h, 1400 h to 2200 h , and 2200 h to 0600h or mentioned in the deployment chart Form 'L'.**

79. The security personnel shall remain on duty for a total of 08 (eight) working hours in a day. The personnel shall not leave his guard post until his reliever reports for duty. If it is found that the security personnel have deserted their post without having been properly relieved, the same will attract penalty points. There shall be 20 mins overlap during relief (10 mins before and 10 mins after the change).

80. At no time, shall there be more than 10% of the contracted manpower on leave or absent (with suitable relief) from 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. In addition, no supervising field staff or the guards shall be removed from Institute duty without seeking prior consent of the Office -in-Charge or authorized by the Director on his behalf. Breach of this clause will attract **penalty points**.

81. Following instructions be strictly adhered to :-

- (a) Shift rotation shall take place every 11th day (To equally perform all three shifts during the month) and Post rotation after six months except Director Residence.
- (b) No Security Guard be on duty for more than 08 hrs in continuity.
- (c) No Security Guard be on duty in place/name of some other person.
- (d) No Institute vehicles will be utilized by any Security Staff including Female Guards.

82. The Institute shall have the right to inspect 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 an Institute level or any other representative appointed by the Director for the purpose. The decisions of the Institute shall be binding on the Security Agency.

83. **Organization of Training** The Security Agency shall have a regular system of two week's Refresher training for the Guards before deploying them on duty. The Security Agency shall have proper training facility and profession syllabi for the training which shall form part of technical bids. Monthly briefing shall be organized during last week where full strength would attend except those on essential duties.

84. It may include various aspects of security of a vital installation, expected major threats, and the measures to curtail such threats, use of security equipment, firefighting equipment and use of fire arms by armed guards etc.

85. **Checking of Guards** The Security Agency shall have a proper system of checking security guards on duty especially during night. Records of the same shall be effectively maintained in proper registers and shortcomings, if any, shall be immediately rectified. Security Guards shall be checked four times in 24 hours.

Nature of Agreement

86. This Agreement is for providing the **forementioned (work) and 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 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, bonus, gratuity etc.

87. 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.

88. 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.

89. The Security Agency shall not appoint any sub-agency to carry out any obligations under the contract.

90. **Extension Clause**. Performance will be reviewed annually. Based on Satisfactory performance of Service and existing Terms & Conditions, Tender may be further extended on mutually agreed terms and conditions.

91. Termination of Contract Institute shall be at liberty to give only **02 (two) months'** notice for termination of this Agreement to the Security Agency in case there is a major default in compliance of the agreed terms and conditions **or** the Security Agency has failed to comply with its 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 alternative arrangement is made and intimation to that effect is given in writing by the Institute.

92. Breach of Agreement 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. If Security Agency fails to rectify such breach within the stipulated time, the agreement shall forthwith 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.

93. Insolvency 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.

94. The agreement shall be liable for termination in terms of the stipulation provided elsewhere in other clauses of this document.

95. Indemnification The Security Agency shall be responsible for all injuries and accidents to persons employed by them and to fulfill all obligations laid down in the Employees Compensation Act, 1923. 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.

96. Recovery of Losses. In the event of any loss being caused to the Institute on account of Agency's employee's negligence, the agency shall make good the loss sustained by the Institute, either by replacement or on payment of adequate compensation on actual basis.

97. Statutory Compliances 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 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 of 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 caused for any reason as above or any loss or damage to the property of the Institute, cost of 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 Security Agency, such short-fall in the security deposit shall be made good by Security Agency within 15 days of the occurrence.**

Registration with EPF & ESI Offices

98. The Security Agency shall invariably have its registration under the Employee Provident Fund and Misc Provisions Act, 1952 and Employees State Insurance Act, 1948 from Goa offices of the respective departments and from nowhere else. In case the security agency does not have its registration at Goa under the EPF & MP Act and ESI Act at the time of bidding, the agency shall ensure obtaining the same from Goa offices of the respective departments within one month of the award of the contact.

99. The Security Agency shall be bound to deposit the EPF and ESI contributions only against the code numbers obtained from Goa offices of the concerned departments through separate challans which must be exclusively in respect of their workman employed at IIT Goa 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.

100. The Security Agency shall supply a certified copy of their registration under the Goa Shop & Establishment Act, the Provident Fund Act, ESI Act, other Labor Laws besides Income Tax/Service Tax etc to the Institute within three months from commencement of this agreement.

101. Procurement of Labour License The Security Agency shall 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 Institute within 15 days of issue of Letter of Intent (LOI).

102. 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.

103. The Security Agency shall abide by all laws of the land including, Contract Labour (Regulation & Abolition) Act 1970, Employees' Provident Fund & Misc 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 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

104. 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. The maximum amount of compensation payable by the Security Agency will be limited to the inspection and supervision charges payable to the Security Agency for the month in 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.

105. All 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 stipulated period, as the Institute may decide at its sole discretion, such property shall be handed over to the Institute forthwith.

Timely and Accurate Payment to Security Staff

106. 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 provisions of the **Central Government Minimum Wages Act 1948**, 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 (Service charge percentage).

107. 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 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, Verification and Payment of Bills

108. The payment for services under this agreement shall be made on monthly reimbursement basis, through A/c payee crossed-cheque, or by RTGS/NEFT/ Bank transfer drawn in favour of the Security Agency, payable at Goa. The cheque shall as far as possible, be paid within 15 working days after receipt of the bill 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.

109. 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 the minimum wages, through cheque (or) RTGS/NEFT/Bank Transfer, as in force 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 complied with including EPF & ESI payment. Acknowledgement/Challans of EPF & ESI for previous month deposited with concerned office shall be forwarded along with the bills of current month.

110. The contractor is expected to ensure proper accidental coverage of its personnel. All liabilities arising out of accident or death while on duty shall be borne by the contractor.

111. Violation of any provisions of Central Government 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

112. 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 the period of 3 years from the date of expiry of this Agreement or earlier termination thereof.

Complete Agreement

113. This document represents the complete 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

114. 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.

115. **Severability** 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 effects the intent of parties, and the remainder of this Agreement shall continue to be in full force and effect.

116. **Caption** Various Captions used in this Agreement are for 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 or his representative, shall prevail.

117. **Waiver** 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 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.

Arbitration

118. 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 and shall be binding on both 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 de-novo. 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 cost of arbitration shall be borne by the parties themselves. The venue of arbitration shall be Goa only.

119. **Governing Laws and Jurisdiction** In case of failure of arbitration all matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Goa.

120. 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

121. 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 due to 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.

122. 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 & equipment deployed in the campus until a new security agency is appointed and it commences the operation.

123. **Bonus:** Bonus shall be payable by the contractor to his contract employees once in a year before start of local festival season or when a contract employees service is terminated. The amount of bonus payable to 8.33% subject to maximum of Rs. 7000/- as per section 12 of Bonus Act 1965. Bonus shall be claimed by the contractor as and when paid by the contractor to its employees and same will reimbursed by the Institute on submission of proof having paid.

SECTION VII: DEFAULT PENALTIES

124. Default Penalties will comprise of the aspects such as: Theft related, Discipline, Performance related non-compliances, General etc.

136. 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 recommendations made by Joint Enquiry. **Every point will entail a financial obligation of Rs 500/- on part of Security Agency** subject to a maximum of **Rs. 50,000/- or 10% of the gross** payment to Security Agency in a month, whichever is less. Aspects to be included for penalty imposition are delayed wages disbursement, shortage/non- functional Communication System, Shortage of Dragon Lights, non-issue of Uniform, repeated non-compliances, deployment of deficient & untrained Security Guards, any theft Cases in the Campus where Security found ineffective, unauthorized entry and exit/from Campus.

137. In case of major breach of Contract/Tender Conditions "Notice" will be served seeking reply within one week, if any. In case the firm does not respond in a responsible/desirable manner, following penalties may impose:

- (a) Cancellation of Tender and forfeiture of PBG;
- (b) Penalty imposition @ Rs 2,000/day for an upper limit of Rs 50,000/- (Rupees Fifty thousand only)/month;
- (c) Debar from further participation for a period of two years in any organization.

Points Allocation

138. Robbery/Loot Forced armed entry with-in any campus area, resulting in looting of the place and / or injury to limb/ life or both. THIS WILL ENTAIL IMMEDIATE TERMINATION OF THE CONTRACT.

139. Thefts

Ser No	Type of Theft	Penalty points (units)
a)	Major break in an official/residential premises and theft of goods that need some form of transportation.	100
b)	Major break in a premises and theft of goods that do not need transportation	80
c)	Lock breaking/ opening of a premises and theft of goods that need some form of transportation	60
d)	Lock breaking/ opening of premises and theft of goods that do not need transportation	40
e)	Lock breaking/ opening without any theft	30

If any of the above incident(s) recurred thrice, the contract shall be liable for outright termination

140. Discipline/Performance/General

Ser No	Type of incidence due to Disciplinary Problems	Penalty points (units)
(a)	Rude and unpleasant behavior of security personnel with campus resident (for each incident)	10
(b)	Non-compliance with instructions /orders.	20
(c)	Failure in drill test / random call	05
(d)	Recruiting/deploying illiterate personnel and / or recruiting /deploying personnel of more than prescribed age, except in case of supervisory staff & above (for each day after recruitment /of deployment)	10
(e)	Breach/violation of contractual conditions (for each act of commission/omission) not covered in any of the above Columns	10
(f)	Failures in Physical Proficiency Test (PPT) (1600 mtr Run in 08 minutes) every quarter (4 times a year)	5 points per failing candidate
(g)	Charging any amount from employees against supply of uniforms	40
(h)	Presence of unwanted elements in the Campus	10
(j)	Unable to control rash driving/unauthorized vehicle and cattle control in the area	10

141. Compounding

(a) Repeated complaint of identical nature (more than 4 times in any given month) will entail a multiplication factor of 4 on the points.

(b) Continuous failure of Security Guards during duty and PPT shall attract penalty points double of specified.

143. 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 VII**. 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 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 Goa which will comprise of one person from the security agency deployed at Goa in addition to other members.

144. Summary of Defaults & Penalty Points is attached as **Form K**.

FORM- AFINANCIAL 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).

Name of Company :

Ser No	Details	Financial Years		
		2017-18	2018-19	2019-20
1.	Gross Annual Turnover in Security & Intelligence services.			
2.	Profit /Loss			
3.	Financial Position: (a) Cash/Bank Balance (b) Current asset (c) Current liabilities (d) Working capital (b-c) (e) Current Ratio: (f) Current Assets/ Current Liabilities (b/c) Acid Test Ratio Quick Assets/ Current Liabilities (a/c)			

II. Certificate of Financial Soundness from Bankers of Applicant of current date i.e. at the time of Tender opening.

III. Net Worth Certificate from qualified CA

Note: Attach additional sheets, if necessary

(Signature of the Applicant with Office Seal)

FORM- D**PERFORMANCE REPORT OF CONTRACTS REFERRED IN FORMS B & C**

(Furnish this information from the Employer for each individual contract executed)

Name of Company :

1.	Name of Contract & Location	
2.	Agreement No.	
3.	Annual value of contract	
4.	Date of Commencement	
5.	Date of Completion	
6.	Performance Report	
	(a) Quality of Service	: Excellent/ Very Good / Good/ Fair
	(b) Resourcefulness	: Excellent/ Very Good / Good/ Fair
7.	Any penalty imposed for bad performance	
8.	Any litigation pending	

(Signature)

Senior Level Officer of the Client
(Seal of the organization)

FORM- ECOMPANY'S/ORGANIZATION/FIRM/AGENCY PROFILE

1.	Name and address of applicant	
2.	Telephone No / Fax No / e-mail address	
3.	Bank details of the firm (Name of Bank, Branch, Account No and IFSC Code)	
4.	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	
5.	<u>Particulars of registration with registrar of companies ESI, EPF, GST (Attach attested photocopies)</u>	
	(a) Registration No	
	(b) Organization/ Place of Registration	
6.	Name and title of Directors and Officers with designation and contact numbers who will be directly concerned with this work.	
7.	Have you or your constituent partner(s) been debarred / black listed from tendering in any organization at any time? If so, give reasons and outcome. Please attach an affidavit on Non-Judicial Stamp Paper of Rs 100/- duly notarized regarding Non Black listing/Non Debarring.	
8.	Any other Information considered necessary but not included above.	
9.	States where Security services provided and Registration obtained	

(Signature of the Applicant with Office Seal)

FORM- G**MONTHLY PRICE SCHEDULE FOR SECURITY SERVICES**
(To be filled on the Price Bid as per BOQ Format)**Name of Company :**

Sl	Description	Wages Rates wef 01/04/2020		
		ASO/Supervisors*	Guards	Security Officer
1.	Wages (Basic+VDA) for 26 days			Consolidated Salary*
2.	Uniform Charges (02 uniforms) Annually			
3.	Washing Charges (P/M)			
4.	Reliver Charges (1/6 th of minimum wages)			
5.	PF @13% (including EDLI & Admin charges)			
6.	ESI @3.25 %			
7.	Other Inventory (Refer Form J of the Tender Document)			
8.	Bonus 8.33 % (Restricted up to 7000/-)			**
9.	Supervision/Administrative charges/ Contractor margin (%)			
10.	Total Monthly Charges in Rs.			
11.	Total Annual Charges in Rs.			

* Amount should not be less than Wages+DA for watch and ward (with arms) @ Area 'B'

** Special allowance on monthly basis may be considered in lieu of bonus.

Notes:

- The number of Security Staff and other items shown above are indicative and the actual Nos will be decided by the Committee in consultation with the security agency, from time to time depending upon the requirement perceived by the Institute.
- The **Total monthly cost quoted in Price Schedule shall be exclusive of GST, but inclusive of levies**, wages of personnel including incentives if any, cost of minor equipment such as batons, torch etc, consumables such as electricity, uniforms of the personnel, contingent expenditure incidental to the work and contractor's profit on the basis of Service Charge % etc (excluding contribution towards ESI and EPF.) Salary + Service Charge + Other Inventory shown at Form J = Total Monthly Cost (Excluding ESI, EPF & GST).
- No payment other than as specified in the price schedule **Form G** for each item which has been duly accepted by the party, shall be payable to the successful bidder. However, contribution towards ESI and EPF shall be reimbursed by the Institute and No service charge be applied on EPF & ESI.
- The tenderer shall attach a **rate analysis** for each item of the schedule. If he is unable to justify the rates, his offer is liable to be rejected.

FORM- HLETTER OF TRANSMITTAL

From:
M/s-----

(Tenderer).....-

To: The Director
Indian Institute of Technology
Goa- 403401

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

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.
2. We enclose herewith Earnest Money Deposit for a value of Rs. 1,80,000/- (one lakh eighty thousand only) in the form of Demand Draft No.-----dated ----- issued by ----- in favour of 'Indian Institute of Technology Goa' payable at Goa. (Name of Bank & Branch).
3. We certify that we have carefully read each and every condition and 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 180 (One hundred eighty) days from the Bids" opening date and 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 180 (One hundred eighty) days and in the event of default, Institute shall have the right to forfeit 100% of 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 Bid document and in default thereof, to absolutely forfeit the Earnest Money Deposit. 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 Institute and ourselves.
7. We certify that all statements made and information supplied in the enclosed forms A to G and accompanying statements/documents are true and correct.

(Signature of the Applicant with Office Seal)

8. We have furnished all information and details necessary for pre-qualifications and have no further pertinent information to supply.

9. We hereby submit our offer in two parts as required under the Terms & Conditions of the tender document.

10. We submit the following certificates in support of our suitability, know-how & capability for having successfully completed the following contracts:

Ser No	Name of contracts	Certificate from
---------------	--------------------------	-------------------------

(Give in brief and may attach a separate sheet)

No of Enclosures :

Date of submission :

Signature of the Applicant

Witness - 1

(Name & Address with Mob Nos)

**For and on behalf of
(Seal & Signature of the Company)**

Witness -2

(Name & Address with Mob Nos)

Form I**DETAILS OF EQUIPMENT**

S. No.	Items	Qty
1	CUG based Mobile Communication System	05
2	Hand held Dragon Lights (Rechargeable)	05
3	Hand held Metallic Mine Detector	02
4	Underslung mirror for checking incoming vehicle bellies	01

Form K**PENALTY CLAUSE : RATE OF RECOVERY TOWARDS SHORT SUPPLY OF MAN
POWER & EQUIPMENT AND NON COMPLIANCE OF TERMS & CONDITIONS**

S. No.	Items	Penalty Points	Penalty
1.	Delay in disbursement of wages beyond 07 th day	10	Rs 5,000/- per day x Number of days payment delayed.
2.	Shortage of Dragon Lights	01	Rs 500/- per day x Number of Lights NA
3.	Shortage of Security Guards/Supervisors	02	Rs 1,000/- per day x Number of Security Guards NA x Number of Days
4.	Non-issue of uniform	01	Rs 500/- per day x Number of Security Guards not issued uniform
5.	Failure to prevent Theft Case	40	Rs 10,000/- per case + Approx cost of Stolen items/stores
6.	Repeated non-compliance of Tender Agreement Terms & Conditions	100	Rs 50,000/- per month
7.	Repeated delay in wages disbursement/ repeated non-compliance of Tender Agreement Terms & Conditions/ Thefts & Decoity and serious lapses even after issue of Show Cause Notice (Any of the above)	200	Rs 1,00,000/- per month and Debar from further participation in IIT Goa's Security Services Tenders for next three years