



NORTH EASTERN REGIONAL INSTITUTE OF SCIENCE AND TECHNOLOGY

(Under the Ministry of Education, Govt. of India)

(Deemed to be University u/s 3 of UGC Act, 1956)

NIRJULI :: ARUNACHAL PRADESH :: 791109

Tender No. EST-75/1/2022

Dated: 15/05/2023

NOTICE INVITING QUOTATION

Sealed quotations are invited from the reputed Security Agency/Firm/Company for providing security services at North Eastern Regional Institute of Science and Technology (NERIST), Deemed to be University under the Ministry of Education, Govt. of India, Nirjuli – 791 109, Arunachal Pradesh. Availibility of tender documents/NIT/Quotation *w.e.f.* 16/05/2023 to 31/05/2023. For details, please visit Institute website www.nerist.ac.in

Sd/- Registrar

TENDER DOCUMENT
ANNUAL CONTRACT OF SECURITY SERVICES AT
NORTH EASTERN REGIONAL INSTITUTE OF SCIENCE AND TECHNOLOGY
NIRJULI :: ITANAGAR – 791109
ARUNACHAL PRADESH

NORTH EASTERN REGIONAL INSTITUTE OF SCIENCE AND TECHNOLOGY
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**TENDER NOTICE FOR
ANNUAL CONTRACT FOR SECURITY SERVICES AT NORTH EASTERN REGIONAL
INSTITUTE OF SCIENCE AND TECHNOLOGY, NIRJULI, ARUNACHAL PRADESH.**

Tender No. EST-75/1/2022

Dated: 15/05/2023

Notice Inviting Quotation

Sealed item rate quotation are invited from reputed, registered, professional Security agencies for providing Security services for North Eastern Regional Institute of Science & Technology, Nirjuli, Arunachal Pradesh, on annual contract basis for one year and extendable by another one year on evaluation of the services rendered and mutual agreement. Tender documents can be downloaded from the Institute Website www.nerist.ac.in and has to be submitted and dropped at tender box kept in the Director's Conference room attached to Director's office, NERIST as per date and time given above.

In case of any doubt on technical specification please contact us at Registrar I/c, NERIST, Nirjuli, Arunachal Pradesh, Ph. No. 0360 2257446, Email: registrar@nerist.ac.in

Sl. No.	Particular	Date and Time
1	Date of uploading of Tender documents in Institute Website	15/05/2023 at 11am
2	Documents download start date	16/05/2023 at 11am
3	Documents download end date	31/05/2023 at 3pm
4	Bid submission start date	29/05/2023 from 11am onwards
5	Bid submission closing	31/05/2023 at 3pm
6	Technical Bid Opening date	31/05/2023 at 3.10pm
7	Financial Bid Opening date	

The Director, North Eastern Regional Institute of Science and Technology, Nirjuli, Arunachal Pradesh reserves the right to accept or reject the tender without assigning any reason thereof.

Sd/- Registrar
NERIST, Nirjuli, Arunachal Pradesh

**ANNUAL CONTRACT FOR SECURITY SERVICES AT
NORTH EASTERN REGIONAL INSTITUTE OF SCIENCE AND TECHNOLOGY, NIRJULI,
ARUNACHAL PRADESH**

Sl. No.	Description of Services	Quantity
1	Annual Contract for Security Services at North Eastern Regional Institute of Science and Technology (NERIST), Nirjuli. Details of Manpower: a) Assistant Security Officer (ASO) - 01 b) Security Supervisor - 03 c) Security Guards (Gents) - 90 d) Security Guards (Ladies) - 20 e) Armed Guards (Gents) - <u>02</u> <p style="text-align: right;">Total: 116</p>	01 Job

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Section – I

General Instructions to Tenderers

1. Definitions and Abbreviations:

1.1 The following definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated below:

1.2. Definitions:

- (i) "Institute" means the North Eastern Regional Institute of Science and Technology, Nirjuli, Arunachal Pradesh where the Security services are required as specified in the Contract.
- (ii) "Contract" means the written agreement entered into between the Tender Inviting Authority and the Contractor, together with all the documents mentioned therein and including all attachments, annexure etc.
- (iii) "Contractor" means the successful tenderer selected for execution of contract for Security services.
- (iv) "Day" means calendar day.
- (v) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vi) "Services" means the scope of work together with articles, material, consumables, instruments, machinery, equipment etc. which the Contractor is required to deliver at the North Eastern Regional Institute of Science and Technology, Nirjuli, Arunachal Pradesh under the contract.
- (vii) "Tender Inviting Authority" OR "Client" or "Tender Acceptance Authority" or "Contracting Authority" or "Payment Authority" means the Registrar, North Eastern Regional Institute of Science and Technology, Nirjuli Arunachal Pradesh.
- (viii) "Nodal Officer" is the designated officer of the North Eastern Regional Institute of Science and Technology, Nirjuli Arunachal Pradesh nominated by the Tender Inviting Authority who supervises the work performed by the Contractor.
- (ix) "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) "Tender" means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (xi) "Tenderer" means Proprietorship/ Pvt. Limited / Limited company, Societies/ Trust registered in India intending to participate in the tendering process.
- (xii) "Central Government" means Government of India.
- (xiii) "State Government" means Government of Arunachal Pradesh.

1.3 Abbreviations:

- (i) "PSD" means Performance Security Deposit
- (ii) "BG" means Bank Guarantee

- (iii) “GST” means Goods and Services Tax
- (iv) “GCC” means General Conditions of Contract

- (v) “GIT” means General Instructions to Tenderers
- (vi) “NIT” means Notice Inviting Tenders.
- (vii) “NERIST” means North Eastern Regional Institute of Science and Technology, Nirjuli, Arunachal Pradesh.
- (viii) “TIA” means Tender Inviting Authority

Scope of Services: The Scope of Services are given in Annexure – A.

2. Eligibility Criteria

The tenderer should have valid DGR registration certificate with operational jurisdiction in the State of Arunachal Pradesh/DGP certificate, Govt. of Arunachal Pradesh OR valid licence or permission issued by the Govt. of Arunachal Pradesh for providing security services may also apply. **Tenderers without DGR certificate/DGP Certificate OR Licence/Permit need not apply.**

- (a) The Tenderer must have achieved minimum turnover of Rs.50 lakh during the last three financial years and should be profit making.
 - (b) The Tenderer should be registered for Income tax, GST, EPF and ESI etc.
 - (c) The Tenderer should be registered under Contract Labour (Regulation and Abolition) Act, 1970 and the registration should be valid at the time of bid submission date.
 - (d) The Tenderer should have a minimum of three years' experience in doing similar nature of work and should have successfully completed the same. In support of this, tenderer should submit the copy of such work orders along with satisfactory completion certificates issued by the clients.
- (f) The Tenderer should meet any one of the three criteria as under:
- i. Should have successfully completed ONE similar work of value equal to Rs. 50 Lakh or more from any reputed large Hospital/Educational/ Research Institutions, Universities/hospitals run by Central Government/ State Government Departments, Public or Private Sector Companies/Undertakings, Autonomous Bodies in the last three years.

OR

- ii. Should have successfully completed TWO similar works of value equal to Rs. 30 Lakh each or more each from any reputed large Hospital/Educational/ Research Institutions, Universities/ hospitals run by Central Government/ State Government Departments, Public or Private Sector Companies/Undertakings, Autonomous Bodies in the last three years.

OR

- iii. Should have successfully completed THREE similar work of value equal to 18 Lakh each or more from any reputed large Hospital/Educational/ Research

Institutions, Universities/hospitals run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous in last three years.

- (g) The Tenderer should have sufficient employees specifically trained for Security Services. Trained guards certificate issued by an authorised agencies must be enclosed i.r.o. all guards to be deployed. Full list of the employees, viz., name, age, employee code designation, experience in the field of Security services, EPF, ESI deduction and details list of ex-serviceman with proof of their discharge certificate etc. should be attached with the Technical Bid. Details of the staff available with the tenderer must be furnished as per format at Annexure-G. The Tenderer should submit proof of ESI and EPF deduction & deposit to relevant authorities during last three financial years.
- (h) The Contractor shall employ about 10% manpower from the category of ex-servicemen not above the age of 60 years. The Contractor shall provide satisfactory proof of ex-servicemen status of the Security Guards before their deployment in the Institute. The Contractor shall not employ any person below the age of 18 years and above the age of 60 years, Employment of child labour will lead to the termination of the contract.
- (i) The Tenderer should not have been debarred either by the Tender Inviting Authority or by any State Government or by the Government of India.
- (j) The tenderer of the state of Arunachal Pradesh or North Eastern region having the working experience here will be given preference subject to their fulfilling the eligibility and qualification criteria as mentioned at Cl-3 and Cl-4 of Section I (General Instructions to Tenderers).

3. Documents required in support of eligibility and Qualification:

The Tenderer should submit the following documents along with Technical Bid:

- (a) Self-attested copy of Firm's Registration / Incorporation Certificate with relevant authority in India.
- (b) Self-attested copy of valid registration certificate under Contract Labour (Regulation and Abolition) Act, 1970.
- (c) Statement of annual turnover of latest last three financial years, in support of eligibility criteria mentioned at Cl-3(b) above, from a registered practicing Chartered Accountant.
- (d) Audited Balance Sheet along with Profit & Loss Statement of latest three financial i.e., 2019-20, 2020-21 & 2021-22.
- (e) EMD of required amount as per GIT Clause No. 7
- (f) Self-attested copy of GST registration certificate, Employee Provident Fund (EPF), ESI and PAN card etc.
- (g) Self-attested copies of Work Orders and Client's Satisfactory Certificates in support of qualification criteria given in GIT Clause No. (e & f)
- (k) Self declaration for not having been blacklisted by any Tender Inviting Authority or by any State Government or by Central Government.
- (l) Trained guard certificate of all the personnel to be deployed issued by an authorised agencies.
- (m) Detail list of ex-serviceman engaged by the agencies/tenderer with proof of their discharge certificate.
- (n) Annexure "G" format must be attached.
- (o) Documentary proof of the possession of tools and equipments as listed at Annexure "B".

4. Tender Validity:

- (a) The Tender submitted shall be valid for a period of 180 days after the due date of submission of Tenders. A Tender valid for a shorter period shall be rejected by the Tender Inviting Authority as nonresponsive.
- (b) In exceptional circumstances, prior to the expiration of the Tender validity, the Tender Inviting Authority may request the Tenderers to extend the Tender validity for further period as deemed fit. The request and the responses thereto shall be made in writing. A Tenderer may refuse the request without forfeiting its EMD. A Tenderer, agreeing to the request will not be required or permitted to modify its Tender.

5. Bid Security / Earnest Money Deposit(EMD):

- (a) The tenderer is required to submit Rs. 5,00,000/- (Rupees five Lakh) only as Earnest Money Deposit (EMD) in the form of Bank Guarantee from any nationalised bank as per format at Annexure-J. EMD should be valid for at least 90 days beyond the date of tender submission date. Format of EMD is at Annexure-J. The original sealed copy of Bank Guarantee as EMD has to be submitted in Technical Bid along with other documents.
- (b) The Tenders found without EMD as above, shall be summarily rejected.

6. Bid Price:

- (a) All tenderers should submit all the details of bid prices as per format given in **Annexure-I**.
- (b) The remuneration for Security Services will be as quoted in the price bid and accepted by the Tender Inviting Authority. Rate once quoted and accepted will not be revised in the entire contract period whatsoever.

7. Preparation and Submission of Tender:

Bidder firms which fulfil the above eligibility conditions may submit and drop the technical bid & price bid along with copy of documents **failing which their bids will be rejected.**
Bidders are requested to submit tender documents as under:-

1. Envelope – I (Containing Technical Bid)
2. Envelope – II (Containing Financial/Price Bid)
3. Envelope – III (Containing Technical and financial bid). It will be super scribed as Tender No. EST-75/1/2022 dated, 08/05/2023 for “**Tender for providing Security Services at NERIST, Nirjuli, Arunachal Pradesh.**”

8. Opening of Tenders:

Evaluation of technical and financial bids.

- a. The Tenderers are required to submit two separate Bids i.e. - Technical and Financial, as per Performa available in the Institute Website. It will be submitted in the manner as specified in CI-7 above.
- b. Each attached document should be signed and stamped by bidder or its authorized representative of Tenderer.

- c. The competent authority of North Eastern Regional Institute of Science and Technology, Nirjuli, Arunachal Pradesh reserves the right to reject all or any tender in whole, or in part, without assigning any reason thereof.
- d. The financial bid of the bidders, whose technical bid is found to be responsive as per the eligibility and other tender conditions, will be opened in the presence of the bidders, who choose to attend the opening of financial bid.
- e. Lowest financial bid will be evaluated based on overall lowest rate quoted by the bidder.
- f. No interest is payable on the EMD.
- g. The bid shall be valid for 90 days from the date of opening of Financial Bid.
- h. Tender incomplete or Conditional in any form will be rejected outright.
- i. In case the successful tenderer declines the offer of Contract, for whatsoever reason(s), his EMD will be forfeited.
- j. A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as Contractor.
- k. During the tender opening as above, the envelopes containing Technical Bid shall be opened firsts. The envelopes containing Price Bid shall be signed by all committee members and kept unopened for considering at a later date.
- l. The date and time of opening of Price Bid shall be informed to all such Tenderers who qualify in Technical evaluation. The tenderer's representative may choose to attend the opening of Price bid.
- m. In the event, the date of opening as above is declared "bandh" or holiday, the Technical/ Price Bid, as applicable, shall be opened at the same time on the immediate next working day.

9. Evaluation of Tenders:

- a. The committee constituted by the Tender Inviting Authority shall evaluate the Technical Bids with reference to technical requirements and various other commercial criteria given in the Tender Document.
- b. The Financial Bids of only those Tenderers will be opened and evaluated who will qualify in the Technical Bids.
- c. In case more than one price bid quoting the same rates are received, the decision of the TIA shall be final & binding to all Tenderers.
- d. The TIA reserve the right to negotiate with the L1 (Lowest bidder).

10. Performance Security Deposit and Award of Contract:

- a. On being informed about the acceptance of the Tender and before signing the agreement, the successful Tenderer shall deposit, within 15 days from the date of acceptance of tender, **Performance Security Deposit (PSD)** for an amount of Rs. 10,00,00/- (Rupees ten Lakhs) only in the form of unconditional irrevocable Bank Guarantee (as per format given in **Annexure-K**) pledged to Tender Inviting Authority initially valid for 18 months from the date of signing of the agreement which may be extended on the demand of the TIA. The successful tenderer will convert EMD as PSD with required additional amount.
- b. The successful Tenderer shall execute an agreement (As per format given in **Annexure-L**) on a non-judicial stamp paper of value of Rs.500/- (stamp duty to be paid by the Tenderer) within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.
- c. If the successful Tenderer fails to execute the agreement and/or to deposit the required security deposit within the specified time or withdraw his tender, owing to any other reasons he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him along with the tender shall stand forfeited by the Tender Inviting Authority.

11. Effectiveness and Duration of Contract

The contract shall come into effect on the date of signing the agreement by both the parties. The contract shall be valid for a period of 12 (twelve) months from the date of commencement of services. The contract can be extended a maximum duration of 3 (three) years on the same terms and conditions.

12. Commencement of Services

The Tenderer who will be awarded the contract, to be called “Contractor” henceforth, should commence the security services within 7 (seven) days of signing of agreement or any other date mutually agreed by both parties.

Section- II

General Conditions of Contract

1. Staffs deployed by the Contractor shall be treated as the employee of the Contractor and shall not have any right to claim for employment or any other benefit from North Eastern Regional Institute of Science and Technology (NERIST), Nirjuli, Arunachal Pradesh in future.
2. Under no circumstances, Shall the Contractor or any of his/her representative demand or collect any form of security deposit(s) from the Security staff deployed at the Institute. Any complaint received in this matter will be thoroughly investigated and will entail termination of the contract.
3. The Security staff shall be the employees of the Contractor and all statutory liabilities will be paid by the Contractor such as EPF, ESI, Bonus etc. as may be required by any of the Workmen's Compensation Act. The Security staff deployed by the Contractor should be properly trained, have requisite experience and have the skills for carrying out a wide variety of security work including 'fire-fighting using appropriate materials, tools equipment.
4. The Contractor should ensure health and safety measures of all the staff, deputed for the works at his end. The contracting authority may also conduct health check-up of the staff deployed at regular intervals at the Contractor's cost, if required.
5. The Contractor should have its own Walkie Talkies, Metal Detectors, Torches, Lathis etc. (as per format given in Annexure-B)
6. The Contractor shall ensure to provide civilian female security guards as per requirement of the Institute. They shall be deployed at Girls' Hostel and at any other place as may be decided by the Institute. Need based female guards shall be provided by the Contractor.
7. If the Contractor is a Registered Company/partnership of two or more persons, ail such persons shall be jointly and severally liable to the Institute for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company/partnership shall not be altered without the approval of the Institute.
8. The Contractor shall engage only such staffs, whose antecedents and health have been thoroughly verified, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff. The Contractor shall submit copies of the police verification report and discharge books of ex-servicemen as applicable, to the Nodal Officer before their deployment.
9. The Contractor at all times should indemnify contracting authority against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time. The Contracting Authority will not own any responsibility in this regard.
10. The Security staff deployed by the Contractor in the Institute shall not claim any benefit/compensation, absorption or regularization of their services in North Eastern Regional Institute of Science and Technology (NERIST), Nirjuli, Arunachal Pradesh either under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970, The Contractor shall obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the Contractor (agency) and shall submit the said undertaking to the

Contracting Authority. In the event of any litigation on the status of the deployed persons, the Contracting Authority shall not be a necessary party. However, in any event, either the deployed persons or to the order of the Court, the Institute is made necessary parties in dispute to adjudicate the matter, the Contractor has to reimburse the expenditure that would have been borne by the Contracting Authority.

11. The Security staff deployed by the Contractor shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative/ organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and/or for other purpose, it is desirable to remove the said person, the Nodal Officer of the Institute has every right to remove the said person, immediately and responsibility if any, to be borne will be borne by the Contractor.
12. The Contractor shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling, or any immoral act.
13. All liabilities arising out of accident or death of any of the security staff while on duty shall be borne by the Contractor.
14. Adequate supervision will be provided to ensure correct & effective performance of the Security services & campus caretaker in accordance with the prevailing assignment and instructions agreed upon between the two parties.
15. The Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the Institute's premises.
16. The Contractor shall have his own Establishment/ Setup/ Mechanism to provide training of security guards to ensure correct and satisfactory performance of their duties and responsibilities under the contract.
17. The Contractor, in the event of any loss occasioned to the Institute, as a result of any lapse on the part of the Contractor or his staff as may be established after an enquiry conducted by the Institute, shall have to make good such losses which will be realised from the amount payable to the Contractor or amount from the performance Security Deposit. The decision of Institute authority in this regard will be final and binding on the agency.
18. The Contractor shall do and perform all such Security services, acts, matters and things connected with the administration, security and conduct of Security staff as per the directions enumerated herein and in accordance with such directions, which the Nodal Officer may issue from time to time and which have been mutually agreed upon between the two parties.
19. The Institute shall have the right, within reason, to have any person removed, who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to change the staff with prior intimation to the Authority/Nodal Officer of the Institute.
20. The Contractor shall be responsible to protect all movable and immovable properties of the Institute entrusted to it.
21. The Institute will not provide any medical facility and residential accommodations to the security personnel of the Contractor.
22. The staff engaged by the Contractor shall be smartly dressed in neat and clean uniform and are required to display photo identity cards, failing which a penalty will be imposed as per detailed in penalty clause. The penalty on this account shall be deducted from the Contractor's bills.

23. The staff engaged by the Contractor should be of robust physique and project an image of utmost discipline. They have to be extremely courteous with pleasant mannerism in dealing with members of the Institute and visitors. The Institute shall have right to have any person removed in case the Security staff is not performing the job satisfactorily. The Contractor shall have to arrange the suitable replacement in all such cases.
24. The eight hours' shift will normally be as per **Annexure-D**. But the timings of the shift are changeable and can be re-fixed by the Institute from time to time depending upon its requirements.
25. The Security staff deployed by the Contractor shall work under overall supervision & direction of the Nodal Officer of the Institute entrusted to it.
26. The Contractor will properly maintain muster roll of the person employed/engaged in connection with the work at the premises of the Institute. The Institute Authority, shall have the absolute right to inspect the person employed/engaged by the Contractor in respect of their attendance, duty and turn out at any time.
27. Payment will be made within a period of 15 days after submission of the bill being duly verified and all necessary documents in triplicate in respect of the persons deployed and duly verified by the concerned in-charge of the Institute for actual shifts manned/operated by the staff supplied by the Contractor.
28. No other claim on whatever account shall be entertained by the Institute. The Contractor will ensure that staffs engaged by him must receive their entitled wages on time. In respect of this, the following procedure will be adopted:
 - a. The Contractor shall pay entitled wages for a particular month to its employees by 7th day of the following month. The Contractor must ensure that entitled wages of the staff are credited to their bank account. It shall not be linked to the payment/release of the bill from the Institute or delay for the checking & verification or for including additional documents or for amendments to the bill, at their end. The Contractor will not be given any relaxation in this matter.
 - b. Payment to such staffs must be made by the Contractors through e-transfer only. To ensure this, the Contractor will get a bank account opened for every engaged staff immediately after their engagement and a copy of the list of the personnel engaged by the Contractor with the details of their bank account must be submitted to the Institute / Nodal Officer.
 - c. In order to ensure that such staff get their entitled wages by 7th of the following month, the following schedule will be adhered to:
 - i) Monthly bill cycle will be from the 1st day to the last day of the previous month.
 - ii) Monthly bill as per above cycle, will be submitted by the Contractor in the first week of the following month.
 - d. While submitting the bill for a month, the Contractor must submit a certificate certifying the following:
 - i) That Wages of staff for the last month were credited to their bank accounts on (date). (Bank Statement to be enclosed)
 - ii) That ESI contribution relating to staffs amounting to Rs.....

was deposited on (date) (Copy of the challan of the previous month to be enclosed).

iii) That EPF contribution relating to staffs amounting to Rs. was deposited on (date) (Copy of the challan of the previous month to be enclosed).

iv) That ESI/EPF deposited relating to each staff shall be highlighted in the ECR sheet for the particular period.

v) That all the statutory Labour Laws are complied with.

e. For mid-term inclusion/replacement of Security staff, the Contractor shall ensure ESI/EPF registration of the employee within 20 days of joining and shall credit applicable arrears to the new employees' account. Documents supporting registration & transfer of applicable amount for every replacement shall be submitted within 30 days from the date of joining.

f. The payment authority of the Institute reserves the right to ask for a certificate from Nodal Officer of the Institute certifying that the Contractor has provided satisfactory services in that particular facility for which the Contractor has submitted bill(s) for payment. If the Nodal Officer fails to issue such certificates in time, it would be presumed that services being provided by the Contractor are not satisfactory.

29. Any damage or loss caused by the Contractor's staff to the Institute in whatever form would be recovered from the Contractor.

30. The Institute Authority or its representative or the designated Nodal Officer will brief the Contractor about the security perception and its sensitivity to the staff to be deployed by the Contractor under the contract 2 to 3 days prior to the commencement of the contract and this period will not be counted as shift manned by the Contractor's staff for the purpose of payment under the contract.

31. The Institute shall provide free-living barrack accommodation to the Security Staff. Such accommodation at the instruction of the Institute will be vacated anytime at 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 the use of such force as required.

32. Penalty:

a. In case any of the Contractor's staff deployed under the contract is (are) absent, a penalty equal to double the wages of the staff absent on that particular day for each such staff shall be levied by the Institute authority and the same shall be deducted from the Contractor's bills.

b. In case any of the Contractor's staff deployed under the contract fails to report in time and the Contractor is unable to provide suitable substitute in time for the same it will be treated as absence and a penalty of Rs.200/- per vacant point per shift be from the Contractor's bill.

c. In case any complaint is received attributable to misconduct/misbehaviour/alcohol consumption during duty period of the Contractor's staff & is assessed as true by Institute's administration, a penalty of Rs. 500/- for each such incident shall be levied and the same shall be deducted from the Contractor's bill and such Contractor's staff shall be liable to be removed from the Institute immediately.

- d. In case the Contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, Institute Authority or the designated Nodal Officer of the Institute reserves the right to impose the penalty as detailed below: -
- i. A letter of warning to commence/execute the work as stipulated in the agreement or improve the performance or meet the statutory requirements of the contract etc. as applicable within a period of four weeks be issued to the Contractor.
 - ii. After four weeks' delay the Institute Authority reserves the right to cancel the whole contract or part thereof and withhold the agreement and get this job carried out from other Contractor(s) in open market. The difference if any will be recovered from the Contractor and his Performance Security Deposit may also be forfeited.
- e. Irregularities by Security staff and/or shortages in equipment or tools as detailed in **Annexure—B**, if detected during the currency of the contract, penalty shall be imposed as detailed in the same **Annexure—B**.
33. In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Performance Security Deposit of the Contractor shall stand forfeited.
 34. Any liability arising out of any litigation (including those in consumer courts) due to any act of the Contractor's staff shall be directly borne by the Contractor including all expenses/fines. The concerned Contractor's staff shall attend the court as and when required.
 35. During the course of contract, if any Contractor's staff is found to be indulging in any corrupt practices or causing any loss of property in the Institute, the Institute Authority shall be entitled to terminate the contract forthwith duty forfeiting the Contractor's Performance Security Deposit.
 36. The Contractor shall not under any circumstances sub-contract or transfer whole or any part of the contract work to any other person or firm.
 37. The Contractor shall indemnify and hold the Institute Authority/ designated Nodal Officer harmless from and against all claims, damages, losses and expenses arising out of or resulting from the works/services under the contract provided by the Contractor.
 38. The Tenderers shall get the Security staff screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each staff deployed. Institute Authority/Nodal Officer will be at liberty to get anybody re-examine in case of any doubt. Only physically fit staff shall be deployed for duty.
 39. Security staff engaged by the Contractor shall not take part in any staff union and association, activities.
 40. The Contractor shall bear all the expenses incurred on the items as per requirement as at **Annexure-B** and the stationary for writing duty charts and registers at security check points and records keeping as per requirements.
 41. The Institute shall not be under any obligation for providing employment to any of the staff of the Contractor after the expiry of the contract. The Institute does not recognize any employee-employer relationship with any of the staff of the Contractor.
 42. If as result of post payment audit any overpayment is detected in respect of any work done by the Contractor, it shall be recovered by the Institute Authority from the Contractor and the Contractor shall have to comply with the decision of the Institute Authority.
 43. If any underpayment is discovered, the amount shall be duly paid to the Contractor by the Institute Authority.
 44. The Contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Tender Inviting Authority,

45. The Contractor shall enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.
46. The contract shall initially be valid for a period of One Year and can be extended further by one year each up to a total period of 3 years based on their performances on the same terms and conditions of the contract and at the same rates. The rates quoted by the Contractor shall remain unchanged during the period of contract.
47. Contracting authority however, reserves the right to terminate the contract by serving at least one months' notice, in writing if the Institute's administration is not satisfied with the services of the Contractor. The Contractor may terminate the contract by serving at least three months' notice to the Contracting Authority in writing giving reasons thereof.
48. In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by Contracting Authority besides cancellation of the contract
49. Scope of work and services:
 - a) Details of the Scope of Work are enclosed at **Annexure-A**.
 - b) Details of Equipment/Tools to be used is given in **Annexure-B**.
 - c) Details of requirement of Manpower is given at **Annexure-C**.
 - d) The numbers given in **Annexure-C** are the minimum, The Contractor shall provide resources to meet the contractual obligations. All such resources mentioned at **Annexure-C** and other items required as and when, shall be provided by the Contractor. No extra payment shall be made for providing resources to the Institute entrusted to the security staff.
 - e) Details of Shift is given at **Annexure-D**.

50. Variations:

The Institute's administration may order variations in the scope or quantum of work through a written variation order. The payment for the variation shall be worked on the basis of the Agreement to be signed.

51. Materials:

Any deviation in the Security tools quality and quantity quoted will invoke penalty as per **Annexure-B**. In case the Contractor has not provided sufficient number of equipment and tools, Institute may procure it and deduct the cost from the bills of the Contractor.

52. Risk and Cost Clause:

- a. The Contractor shall at all times have standby arrangements for carrying out the work under the contract in case of any failure of the existing arrangement. Contracting Authority reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory. NERIST also has the right to award the contract to any other selected tenderer at the risk & cost and responsibilities of the existing Contractor and excess expenditure incurred on account of this will be recovered from the Contractors Security Deposit or pending bill or by raising a separate claim.
- b. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the Nodal Officer of the Institute. The Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse of any of the areas of responsibility given to them by the Institute and shall not knowingly lend to any person or company any of the effects or assets of the Institute under its control.

- c. In the event of loss/damage of equipment etc. at the premises of the Institute due to negligence/carelessness of the Contractor's staff, if established after a joint enquiry, then the Contractor shall compensate the loss to Institute. The Contractor or his representative(s) shall meet the designated respective Nodal Officer/Institute Authority or his/her representative(s) regularly to take feedback regarding the Security Services.
- d. The Contractor will also maintain a complaint/suggestion book, at the Institute, for comments on the security services.
- e. The Contractor shall, in performing its part of the Agreement, ensure the safety of the building and the persons working in or visiting the Institute premises and shall indemnify by any act of the Contractor or his staff etc.
- f. Training on behaviour aspects and ethics must be done regularly. NERIST's expectations should be communicated to all the Contractor's staff. Training report of the same must be submitted once in a month.
- g. Additional License(s), if any, required for security services at NERIST shall be made available by the Contractor.

53. FORCE MAJEURE:

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

54. OBLIGATION OF THE CONTRACTOR:

The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgments evidencing filing of returns every year and shall keep the NERIST Authority/ Contracting Authority designated Nodal Officer fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof; which may arise. The Contractor shall also comply with all applicable statutory liabilities such as labour laws etc.

55. Dispute Settlement:

- a) All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other and to the Contracting Authority i.e. Registrar, NERIST, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.
- b) The Director, NERIST will appoint a person to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties, The Contractor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person has to deal or had dealt with the matter to Which the contract relates or

that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.

- c) In the event of the Arbitrator to whom the matter is referred to, is unable or unwilling to act or vacates his office for any reasons whatsoever, the Director, shall nominate/appoint another person, as aforesaid, to act as the Sole Arbitrator.
- d) Such person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority, that is the Director of the Institute or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to the Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.
- e) The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- f) The work under the Contract shall, however, continue during the arbitration proceedings.
- g) The Sole Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- h) The fees of the Sole Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The Award of the Sole Arbitrator shall be final and binding on both the parties.
- i) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or a statutory modification or re-enactment thereof and the rules made thereunder shall apply to the arbitration proceedings under this Clause.
- j) The Contract shall be governed by and constructed according to the laws in force in India. The Arbitration shall be held at NERIST and conducted in English language.

SCOPE OF WORK**(A) Security Services:****The Scope of Work of the Security Services is as below:**

1. The Contractor shall be required to provide round-the clock security services & campus caretaker at the North Eastern Regional Institute of Science and Technology (NERIST), Nirjuli, Arunachal Pradesh as mentioned in this tender document.
2. The Contractor will be responsible for overall security arrangements of the Institute's premises entrusted/covered in the contract. It shall ensure protection of property and residents against theft, pilferage, fire etc., perform watch and guard functions including night patrol, prevent the entry of anti-social elements, unauthorized persons inside the Institute campus and other responsibilities as the Institute may request from time to time.
3. The Contractor's security staff will be required to handle the keys of various offices/Classes/Labs etc. as per the allotment of their duties by the Contractor or the Institute authority.
4. The Contractor's security staff will be required to display mature behavior, especially towards students, employees of the Institute, female visitors and elderly persons. They shall also assist/guide registered visitors in reaching their desired department/locations as per established policy of the Institute.
5. No items are allowed to be taken out without proper Gate Passes to be issued by the competent officers as laid down in the contract or authorized by Nodal Officer for entry & exit movement of materials. The security staff shall be required to maintain specimen signatures and telephone numbers of the above stated officers.
6. Deployment of security staff will be as per the instructions of the authorities of the Institute from time to time and the Contractor will be responsible for their optimum utilization.
7. Entry of the street dogs and stray cattle into the premises of the Institute is to be prevented by the security staff. They should be driven out immediately if found in the campus.
8. The security staff on patrol/duty should ensure that all water taps, valves, street lamps, building corridor lamp and switches are switched/turned off when not in use.
9. The security staff shall ensure that the flower plants, trees and grassy lawns are not damaged either by the employees of the Institute, visitors or by stray cattle.
10. The security staff shall control and regulate entry and exit of vehicular movement and visitors entering the Institute as per established norms of the Institute.
11. The security staff must be trained to extinguish fire with the help of fire extinguishing cylinders and other fire-fighting means available on the spot. They shall also help the fire-fighting staff in extinguishing fire or in any other natural calamities.
12. In emergency situations, security staff deployed shall also participate as per their role defined in the disaster plan, if any, of the Institute. Security staff should be sensitized for their role in such situation.

13. In case of any incident involving theft, robbery, inside the campus, the Contractor will be held responsible. The Contractor shall coordinate with Designated Nodal Officer in lodging FIR, legal proceeding etc. in the event of any untoward incidents.
14. No security staff on duty shall leave the work post or premises until his reliever reports for duty.
15. Any other duties/responsibilities assigned by the Institute during the contract period shall be incorporated in the agreement. The same shall also be binding on the Contractor.
16. Parade ceremony shall be performed on the occasions of National Festivals (26th January & 15th August) by the security staff, and on the visit of any Government Dignitaries like Governor, Ministers, etc. Salute Ceremony (Guard of Honor) shall be organized by the Contractor, when required.
17. To provide personal security to the Director, Registrar, Deans and guest of the Institute as and when desired.
18. Preventing unauthorized people and vehicles from entering the Campus.
19. To control the movement of goods inside and outside the Institute and monitor loading and unloading of the materials within the Institute premises.
20. Patrolling the Campus on a regular basis.

RESOURCE REQUIREMENT**DETAILS OF EQUIPMENT/TOOLS ETC. TO BE PROVIDED BY THE CONTRACTOR**

Sl. No.	Descriptions	Minimum Number Required	Penalty in case of Non availability
I	Walkie Talkie	05 (Five)	Rs. 500/- per week
II	Trolley mirrors	02 (two)	Rs. 500/- per week
III	Search Light (with range of 100 mts. for night surveillance)	05 (Five)	Rs. 500/- per week
IV	Hand held torch	For all security staff during night	Rs. 100/- per day per staff
V	Rain Coat and/or Umbrella	For all security staff during rain	Rs. 100/- per day per staff
VI	Battens or Rulers	For all security staff	Rs. 100/- per day per staff
VII	Whistles	For all security staff	Rs. 100/- per day per staff
VIII	Shirt & Trousers, Cap, Shoes, Belt, Name Tag	For all security staff	Rs. 100/- per day per staff
IX	Woolen Jacket/Sweater (For Winter season)	For all security staff	Rs. 100/- per day per staff
X	Recurrence of any of the above irregularities	For all staff	Double the penalty amount of the concerned irregularity.

The tenderer are required to submit documentary proof of the possession of equipment's and tools listed above. The number of items given above is to be maintained at site from the day one of the contract period and hence necessary arrangement to procure the above items is the responsibility of the Contractor. Any shortage in the above if observed shall invite penalty as listed above.

Note: No extra payment shall be paid to the Contractor towards providing the above. In case the Contractor fails to provide any of the items within 15 days from the start of the contract period, the Tender Inviting Authority has the right to purchase the non-available items from the market and expenses incurred in procuring the items shall be deducted from the Contractor's bill in addition to the imposition of applicable penalties.

MAN POWER REQUIREMENT

1. Manpower requirements

Sl. No.	Designation	Duty Location	No. required
01.	Assistant Security Officer	Whole Institute premises	1
02.	Security Supervisor (SS) (without arms)	Whole	3
03.	Security Guards (SG) without arms	Whole	Gents=90 Ladies=20
04.	Security Guards (SG) with arms	Whole	Gents=02 Total=116

The number of Assistant Security Officer, Security Supervisors, Security Guards, may be increased or decreased as per requirement of the Institute.

a) Police Verification:

All security staff posted by the Contractor shall be verified by their police records and other information prior to posting at the Institute. A police verification certificate of the security staff issued by the concerned police stations shall also be submitted along with the following documents before a security staff is deployed at the Institute.

- i. Staff Information Sheet duly filled and signed.
- ii. Recent passport photo (colour)
- iii. Copy of Aadhaar Card or Electoral Card
- iv. Bank Account Details with their Account Nos. and IFSC code of the Bank along with photo copy of Bank Pass Book (first page)
- v. Experience Certificate, where necessary.

b) Right of the Institute:

The Contractor shall forward the above details of security staff desired to be deployed at the Institute. The Institute reserves the right to decline posting/deployment of any staff for which the Contractor shall promptly provide a replacement candidate at the earliest to avoid penalty.

c) Medical Certificate:

The Contractor shall submit a medical certificate & fitness from the State Government or Central Government Hospital in respect of all the security staff proposed to be deployed in the Institute.

Duty Shifts

The time of duty is specified in terms of shifts as per details given below:

Shift 1	From 6:00 AM to 2:00 PM
Shift 2	From 2:00 PM to 10:00 PM
Shift 3	From 10:00 PM to 6:00 AM

The Institute authority reserves the right to change the timings of the shifts.

TECHNICAL TENDER FORM
(To be printed on the letterhead of the Tenderer)

Date

Ref. Your Tender Document No. dated

To

**The Director,
North Eastern Regional Institute of Science & Technology (NERIST)
Nirjuli, Itanagar – 791109
Arunachal Pradesh**

1. We, the undersigned have examined the above mentioned Tender document. We now offer to deploy security staff to perform duties as mentioned in Scope of Work at Annexure – A and at the rates as mentioned in our financial bid.
2. If our tender is accepted, we undertake to perform the services in accordance with the terms and conditions in the Tender document.
3. We further confirm that, if our tender is accepted, we shall provide you with a Performance Security Deposit of required amount in an acceptable form in terms of the Tender Document for due performance of the contract.
4. We agree to keep our tender valid for acceptance as required in the Tender Document, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
5. We further understand that you are not bound to accept the lowest or any tender you may receive against your above referred tender enquiry.
6. We confirm that we do not stand deregistered/banned/blacklisted by any Government Authorities.
7. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Document, including amendment/corrigendum, if any.

Signature of the Tenderer or his Authorized Person.
(Name, designation and seal)

Date:
Place:

Certified that I, Sri/Smt. (Name and designation) am duly authorized to sign this Tender including the Price Bid for and on behalf of (Name of Tenderer)

Signature of the Authorized Person
(Name, designation and seal)

Date :
Place :

N.B: The above tender form, duly signed and sealed by the Tenderer or the authority signatory of the company, should be enclosed with Technical Tender.

Declaration

(To be printed on the letterhead of the Tenderer)

1. I,, son/daughter of Shri, proprietor/partner/director/authorized signatory of M/s, am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
3. The information/documents furnished along with the above applicable are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage liabilities towards prosecution under appropriate law.

Signature of the Tenderer or his Authorized Person

(Name, designation and seal)

Date:
Place :

N.B: The above declaration, duly signed and sealed by the Tenderer or the authorized signatory or the company, should be enclosed with Technical Tender.

Details of staff available with the Tenderer

Sl. No.	Name	Employee Code	Qualification	ESI No.	EPF No.	Experience in providing Security service in (years)

The above format may be used to provide employee details. Extra sheet, if required may be used.

Signature of the Tenderer or his Authorized Person

(Name, designation and seal)

Date :

Place :

N.B. The above details, duly signed and sealed by the Tenderer or the authorized signatory of the company, should be enclosed with Technical Tender.

PERFORMA FOR ELIGIBILITY AND QUALIFICATION CRITERIA OF THE TENDERER.

a) Proforma for the performance statement of tenderer (of the last three years);

Sl. No.	Name and address of client; Name, designation and contact no./e-mail id. Of the officer concerned	Contract details including total manpower deployed	Value of Contract (Rs.)	Duration of the contract (From to To)	Client satisfactory certificate enclosed (Yes/No)
	Additional information, if any				

b) Documents required:

Sl. No.	Name of the document	Whether copy enclosed (Write Yes or No.)
a.	Self-attested copy of firm's Registration/ Incorporation Certificate with relevant authority in India.	
b.	Self-attested copy of valid license for security services of the private security agencies (Regulation) Act. 2005.	
c.	Self-attested copy of valid registration certificate under Contract Labour (Regulation and Abolition) Act, 1970.	
d.	Statement of average annual turnover of the last three years, in support of eligibility criteria mentioned above, from a registered practicing Chartered Accountant.	
e.	Audited Balance Sheet along with Profit & Loss Statement of the last three financial years.	
f.	EMD of required amount as per GIT Clause 7.	
g.	Sales Tax and Income Tax clearance certificate of the last financial year.	
h.	Self-attested copy of Service tax registration certificate, Employee Provident Fund (EPF) and PAN card etc.	
i.	Self-attested copy of Registration certificate under Contract Labour (R & A) Act 1970.	
j.	Self-attested copies of Work Orders and Client's Satisfactory Certificates in support of qualification criteria given in GIT Clause No. 4.	
k.	Declaration for not having been blacklisted by any Tender Inviting Authority or by any State Government or by Central Government.	

Signature of the Tenderer or his Authorized Person

(Name, designation and seal)

Date :

Place:

N.B: The above details, duly signed and sealed by the Tenderer or their authorized signatory of the company, should be enclosed with Technical Tender.

FINANCIAL BID FOR SECURITY SERVICES

(To be printed on letterhead of Tenderer and to be submitted in a separate envelope duly sealed super scribing the envelop “Financial Bid”)

FINANCIAL BID FOR SECURITY SERVICES:

A. Manpower Charges and other Statutory payment						
Description of manpower and accessories required for Security Service:		Wage per month per staff Rate to be quoted inclusive of EPF, ESI and other statutory payment/charges as per rule.	No. of Staff	Rate per staff (in figure)	Rate per staff (in words)	Total in Rs.
i.	Assistant Security Officer in Uniform with I-Cards and name plates for providing round the clock Security Services at NERIST.		1			
ii.	Security Supervisor in Uniform with I-Cards and name plates for providing round the clock Security Services at NERIST.		3			
iii.	Security Guards (without Arm) in Uniform with I-Cards, Shoes, Belts, Cap and name plates etc. for providing round the clock Security Services at NERIST.		Gents = 90 Ladies = 20			
iv)	Security Guards (with Arms) in Uniform with I-Cards, Shoes, Belts, Cap and name plates etc. for providing round the clock Security Services at NERIST.		Gents = 02 Total =116			
We agree to pay the Wage per month per staff and other statutory payments as detailed above						
B. Service Charges: (Please quote distinctly)						
Service charge which should include all expenditure on providing resources / managerial / supervisory / administrative services by all means to get the work done through the deployed Security Staff as percentage on the total amount of Wage per month excluding the amount of EPF, ESI and other statutory payments/charges as per rule.	 % on the total amount of Wage per month excluding the amount of EPF, ESI, and other statutory payments/charges as per rule.				

(Unrealistic/vague quotation may amount to disqualification).	
In words: percent on the total amount of Wage per month excluding the amount of EPF, ESI, Bonus and Admn. Charges.	
The contractor/tenderer will be paid the service charges only on total amount of wages quoted per month excluding the amount of EPF, ESI and other statutory payments/charges as per rule. The staff must be paid the balance amount in totality after deduction of EPF, ESI service charges and other statutory payments/charges as per rule.	

NB: The minimum payment for each category inclusive of all taxes is given below:-

- i) Assistant Security Officer (ASO) = Rs. 20,000/- per month
- ii) Security Supervisor (SS) = Rs. 16,000/- per month
- iii) Security Guards (SG) = Rs. 14,000/- per month

Rate quoted as wages per month per staff at Cl - A will be summed up with service charge at Cl – B for determining the lowest tenderer (L – 1).

It is understood that no overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid is liable to be rejected. Percentage of Service Charge must be written in figures as well as in word, failing which the Financial Bid is liable to be rejected. In both the cases, if rejected, we shall not challenge the decision at any forum.

Date: _____ Signature of the Tenderer or his Authorized
Place: _____ Person's Full Name
Designation:
Company's seal

Note:

- (A) The agency will have to provide two sets of uniform per year including I Cards, Shoes, Cap, Belts to all the staff & gum boots, rain coat (as detailed at Annexure-B) of good quality and shall be approved by the Tender Inviting authority. The dress includes full trousers & shirt with full sleeves.
- (B) Deduction of GST/TDS shall be as per governing rules of the Central Government.
- (C) The Contractor has to make the payment for a month to its staff latest by 7th of the next month. This will be independent of the payment of the bills by the Institute.

I/we also declare that, I/we will abide by all the rules and regulation of the tender document and applicable Central Government/State Government rules, if awarded the Tender. I/we are also aware that the Tender Inviting Authority reserves the right to cancel our Tender in part or full without assigning any reason, what so ever, and for the same, I/we will have no right to challenge the same in any court of law.

Date: _____ Signature of the Tenderer or his Authorized
Place: _____ Person Full Name
Designation:
Company's seal

BANK GUARANTEE FORM FOR EMD TO BE FURNISHED BY THE TENDERER

(To be furnished by the tenderer as EMD for the work of security services at NERIST)

In consideration of the Registrar (hereinafter called the “Tender Inviting Authority” or “Client”) has floated tender No. (hereinafter called “said tender”), for annual contract of Security as per terms and conditions mentioned in the above tender, M/s. (hereinafter called “Tenderer”) has decided to participate in above tender process and agreed to production of an irrevocable bank guarantee for (Rupees) only as an Earnest Money Deposit (EMD) towards compliance of its obligations in accordance with the terms and conditions in the said tender.

We (hereafter referred to as the “Bank”) hereby undertake following:

1. We undertake to pay to the Client any money so demanded notwithstanding any disputes or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the Contractor(s) shall have no claim against us for making such payment.
2. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said tender, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said tender have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said tender have been fully and properly carried out by the said Contractor(s), and accordingly discharges this guarantee.
3. We further agree with the Client that the Client shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said tender or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said tenderer(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said tenderer(s) or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said tenderer(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the tenderer(s).
5. We lastly undertake not to revoke this Guarantee except with the prior consent of the Client in writing.
6. The guarantee shall be valid up to unless extended on demand by the Client Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to (Rupees only) and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

Proforma of Performance Security Deposit

(To be furnished by the tenderer on shortlisted for award of work of security services at NERIST)

In consideration of the Registrar, NERIST (hereinafter called the “Client”) having offered to accept the terms and conditions of the Proposed agreement (hereinafter called the “said Agreement”) between NERIST and M/s. (hereinafter called the “said Contractor”) for the work of Security Services & campus caretaker having agreed to production of an irrevocable bank guarantee for (Rupees) only as a security/guarantee from the Contractor for compliance of its obligations in accordance with the terms and conditions in the said agreement.

We (hereafter referred to as the “Bank”) hereby undertake the following:

1. We undertake to pay to the Client any money so demanded not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge or our liability for payment thereunder, and the Contractor(s) shall have no claim against us for making such payment.
2. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Contractor(s), and accordingly discharges this guarantee.
3. We further agree with the Client that the Client shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
5. We lastly undertake not to revoke this Guarantee except with the prior consent of the Client in writing.
6. This guarantee shall be valid up to unless extended on demand by the Client Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. (Rupees) only and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

Dated the day of for

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

Format of Contract Agreement
(On Rs. 500.00 Non-judicial Stamp Paper, see ITB Clause 15)

THIS AGREEMENT is made this day of the month of of the year Two Thousand BETWEEN M/s. (hereinafter called the “.....” which expression shall unless excluded by or repugnant to the subject or context be deemed to include its Successors, Executors, Administrator and Assignees) through its, as the **FIRST PARTY**, on one part AND **THE NORTH EASTERN REGIONAL INSTITUTE OF SCIENCE AND TECHNOLOGY, Nirjuli – 791109** (hereinafter called the “**INSTITUTE**” which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its Successors, Executors, Administrator and Assignees) through its Registrar, as the **SECOND PARTY**, on the other part.

AND WHEREAS the contract has been awarded for a period of one year from **Day of Month of of the year to Day of the month of to the year** extendable for one or more or part of a year up to a period of three years based on performance.

THIS AGREEMENT WITNESSES AS FOLLOWS:

1. That the shall provide round the clock Security arrangements for guarding the Institute Campus areas that among others include buildings and premises belonging to the Institute, hostels, property of the Institute/employees/officers and their families, godowns, and any other such location as required by the Institute. Moreover, the shall protect the Institute Campus from anti-social elements.
2. That any loss or damage caused to Institute property due to Security services, the Shall be held fully responsible for the same and the **Clause 9 and 10** will be made operative for recovery of lost property or compensation required to replace the damaged property.
3. The every staff deputed by the shall be literate and physically fit and all the staff should be smart and properly turned out (with boots/shoes, belts, caps, badges, whistle, lathis, etc. for the Security staff), and carry an identity card. A photocopy of these cards shall be given to the Institute for records, verification etc. The shall ensure that before deputing the staff, they will verify the antecedents of all their staff and provide to the Institute a complete dossier of particulars of each Security staff proposed to be deployed. The Institute shall have the right to check, from time to time, the uniforms worn by the Security staff as well as their fitness to perform guard duty up to the satisfaction of the Second party. The Institute shall also have the right to check and supervise the staff on duty.
4. That the shall provide proper and adequate nos. of uniform to every staff (with boots/shoes, belts, caps, badges, whistle, lathis, etc. for the Security staff) deployed by them in the Institute Campus at its own cost and expense. That the Shall supply torches with cells and other appliances as required for night duty to its staff. Further that shall supply all the stationery for keeping proper records of the visitors and other Security/Cleaning/Gardening operation related matters.
5. That Shall comply with all statutory requirements existing or as promulgated from time to time viz. the Payment of Wages Act, Provident Fund Act, Employees State Insurance Scheme, Family Pension Fund Act, Bonus, Gratuity Act, Shop & establishment Act, Contract Act etc. For any non-compliance, the shall solely be held responsible. Further the shall not involve the Institute in any way whatsoever and in case of any violation of

any law, the first party shall be solely responsible and the Second party cannot be called or dragged into litigation in any manner whatsoever. In case due to violation of any law, including Labour Laws etc, any liability is fastened upon the Institute, the Hereby indemnifies the Institute completely. The shall supply a certified copy of their registration under the Provident Fund Act, ESI, Labour Rules and Income Tax Act etc. That the will submit a certificate confirming compliance of statutory obligations such as adherence to Minimum Wages Act as in force and all other statutory requirements as mentioned above along with the monthly bill for payment.

6. That the staff deployed by the in the Institute premises shall be removed immediately if the Institute considers such removal necessary on administrative grounds. The shall also immediately remove any staff who are found not to be discharging his duties correctly or is of doubtful character and shall replace him with substitute staff either on its own or on the demand of the Institute. In case of removal of such staff, no claim shall be maintainable against the Institute.

7. That if the Institute incurs any expenses or any liability is put on them in connection with the employment of the employee of the, the same shall be adjusted from the bills of

8. That the will put in regular effort to remove the cattle menace. Simultaneously, the Institute will explore possibilities to allocate additional work force to to launch drives against cattle menace as and when felt essential.

9. The Contractor, in the event of any loss occasioned to the Institute, as a result of any lapse on the part of the Contractor or his staff as may be established after an enquiry conducted by the Institute, shall have to make good such losses which will be realised from the amount payable to the Contractor or amount from the performance Security Deposit. The decision of Institute authority in this regard will be final and binding on the agency.

10. In the event of any staff on duty found negligent and/or sleeping in his duties in the area of this responsibility or found missing from duty place by the Institute, the penalty points as mentioned in the **Operational Parameter (Annexure-1)** attached herewith, shall be imposed.

11. The will maintain the agreed deployment on all days of the week.

12. The Shall be responsible to ensure that all the Security posts are adequately manned and in the event of shortage of guards on duty the same shall not be made up by assigning overtime duties to other guards by theexcept in unavoidable cases.

13. That the Security staff deployed at the Institute will stay in the barrack accommodation provided by the Institute within the campus and nowhere else.

14. That the Institute shall pay the wages and other statutory payments for the following staff which shall be inclusive of leave reserves for providing Security services.

Manpower requirements

Sl. No.	Designation	Duty Location	No. required
01.	Assistant Security Officer	Whole Institute premises	1
02.	Security Supervisor (SS) (without arms)	Whole	3
03.	Security Guards (SG) without arms	Whole	Gents=90 Ladies=20

04.	Security Guards (SG) with arms	Whole	Gents=02 Total=116
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The number of Assistant Security Officer, Security Supervisors, Security Guards, may be increased or decreased as per requirement of the Institute.

15. That shall ensure the availability of the Resource requirements as per below:

Sl.No.	Descriptions	Minimum Number Required	Penalty in case of Non availability
I	Walkie Talkie	05 (Five)	Rs. 500/- per week
II	Search Light (with range of 100 mts for night surveillance)	05 (Five)	Rs. 500/- per week
III	Hand held torch	For all security staff during night	Rs. 100/- per week
IV	Rain Coat and/or Umbrella	For all security staff during rain.	Rs. 100/- per week
V	Battens or Rulers	For all security staff	Rs. 100/- per week
VI	Whistles	For all security staff	Rs. 100/- per week
VII	Shirt & Trousers, Cap, Shoes, Belt, Name Tag	For all security staff	Rs. 100/- per week
VIII	Woolen Jacket/Sweater (For Winter season)	For all security staff	Rs. 100/- per week

16. That shall ensure presence of correct number of persons contracted on duty. At no time shall more than 10% of the contracted manpower be on leave or absent from the Institute. In case of long term absence due to sickness, leave etc., shall ensure replacement and manning of all Security posts by replacement/overtime without any additional liabilities to the Institute. In addition, no supervising field staff shall be removed from Institute duty without seeking prior consent of the person authorized by the Director/Registrar in this regard.

17. Only in case of an emergency, the staff may be provided medical facilities available at NERIST Health Unit (NHU) on payment basis. Normal medical facilities will be arranged by

18. That all the assets and articles provided by the Institute shall be property of the Institute and the shall be merely the custodian of such assets and articles. On termination of Security services or contract Agreement any time earlier at the instruction of the Institute, such property shall be handed over to the Institute forthwith.

19. That the shall undertake to engage/employ and provide requisite number of well trained Security Guards as and when required by the Institute. Further Must make available the extra manpower on demand within 24 hours if the requirement is 25 or less, within 48 hours if the requirement is 50, or less but more than 25, within seven days if the requirement is more than 50, from the time of demand.

20. The Institute shall provide free-living barrack accommodation to the Security Staff. Such accommodation at the instruction of the Institute will be vacated anytime at 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 the use of such force as required.

21. That the payment for services shall be made on a monthly basis, through NEFT/PFMS/other Electronic mode to, within 15 working days of receipt of the bill for the calendar month, supported with requisite details of the daily attendance and other records which shall be open for inspection by the Institute. The final payment (if necessary, the final three payments) shall be made only after adjusting all the claims of the Institute.

22. That the persons employed by for Security service for the Institute will be employees of and the Institute will have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be developed on the Institute and any staff employed by the shall have no right whatsoever to claim employment from the Institute. The staff employed by the Will not join any union associated with the Institute and shall have absolutely no claim for employment at the Institute or any other claim on service matters.

23. That the shall be required to advise the Institute and take effective measures during disaster management such as Fire, Strikes, Mob Violence, Riots, Natural Calamities etc.

24. That the shall undertake, at their own expenses but to the satisfaction of the Institute, a continual updating of skills, through a procedures followed by the Standard Security Organizations by organizing suitable training programmes for them. Regular and visible training on disaster managements should be carried on in the Institute Campus.

25. That the shall rotate 10% of its Security staff every six months by taken away the Security staff posted at the Institute and replacing them suitably.

26. That the shall always and as and where required maintain proper liaison and contact with the Police/Civil Administration for smooth and peaceful day-to-day working of the Institute. In case of any disruption of law and order in the Campus at any time or occasion, it shall be the responsibility of the to contact and seek assistance from Police and Civil Administration and must file FIR on their own with intimation to the Institute.

27. That the in discharge of its duties will be bound by **operational parameters (Annexure-M)** attached herewith.

28. Arbitration Clause: That in case of any dispute arising out of this agreement and/or any claim or dispute pertaining to interpretation of this agreement shall be referred to sole arbitration of the Director of the Institute or his nominee who shall decide the dispute etc. In accordance with the relevant Arbitration laws and whose decisions shall be final and binding upon the parties.

29. This agreement shall be valid for a period of one year from the first day of the month of of the year However, if either side intends to terminate the same, it can be terminated by either side without assigning any reason, after giving prior notice in writing at least of 30 (Thirty) days by the Institute and 90 days by the Contractor.

30. The tender documents for annual contract od security services at NERIST, Nirjuli, A.P. containing e tender notice with all tender documents and all details given in Section I & II and from Annexure A to K will form part of this contract agreement.

IN WITNESS WHEREOF THE PARTIES AFORESAID HAVE SIGNED THIS AGREEMENT:

FOR AND ON BEHALF OF
NERIST

Registrar, NERIST

FOR AND ON BEHALF OF
M/S.

.....

WITNESS:

1. Signature :

Name :

Designation :

2. Signature :

Name :

Designation :

WITNESS

1. Signature :

Name :

Designation :

2. Signature :

Name :

Designation :