### PEC University of Technology, Chandigarh Notice Inviting e-Tenders

Electronic tenders are hereby invited by the undersigned for the outsourcing of Security Services of PEC University of Technology, Sector 12, Chandigarh. The detail is as under:-

S.No	Outsourcing of Services	Period of Contract	Estimated cost of Contract for three years	EMD 2% of Estimated cost of Contract	
1	Security Services	Initially one year, extendable by another two years on year to year basis.	Rs. 4.0 crores	Rs. 8,00,000 <b>/</b> -	

Mile Stone dates of e-tendering-

1	Date of Publication	16.08.2017						
	Date of Fublication	10.00.2017						
2	Date of Downloading	Start: 16.08.2017						
		Closing : <b>07.09.2017</b>						
3	Date of Submission of e-tender	Start: <b>16.08.2017</b>						
		Closing : <b>07.09.2017</b> upto 5:00pm						
4	Physical submission of EMD and all related Photocopies in Physical form.	08.09.2017 upto 5:00PM						
5	Opening of technical bid	12.09.2017 at 11:00 am						
6	Opening of Price Bid	To be intimated to all qualified Bidders separately.						
Impo	ortant Notes:							
1.	Bidders shall have to submit their bids on-line Signatures.	e in Electronic Format with Digital						
II.	Bid document can be downloaded from the website of PEC University of Technology <a href="https://etenders.chd.nic.in">www.pec.ac.in</a> or <a href="https://etenders.chd.nic.in">http://etenders.chd.nic.in</a>							
III.	The agency has to produce the original documents such as EMD, Eligibility documents and other necessary documents on the date fixed for the same as above. The failure of the agency to furnish the said original documents will entail summarily rejection of its tender.							
IV.	The right to accept or reject the tender is reserved							

**Dean Students Affair**PEC University of Technology
Phone – 0172 2753071
0172 2753074

#### INSTRUCTIONS TO BIDDERS REGARDING E-TENDERING PROCESS:

- Tenders without digital signatures will not be accepted by the electronic tendering system. No tender will be accepted in physical form and in case it has been submitted in physical form only it shall be rejected.
- Before submission of on-line bids, bidders must ensure that scanned copies of all the necessary documents have been up-loaded with the bid.
- PEC University of Technology will not be responsible for any delay in on-line submission of bids due to any reason what so ever.
- Bidders should submit the e-tenders with the scanned copies of EMD as specified
  in the tender documents. The original instruments in respect of EMD in the shape
  of bank draft in favour of the Director, PEC University of Technology, Chandigarh,
  should reach the Administrative Office of the PEC University of Technology,
  Chandigarh by the specified date.
- All the instructions contained in the Tender Form are important and required to be complied with.
- Please ensure that Technical Bid and Bid Guarantee [Earnest Money Deposit (EMD)] are submitted separately.
- The Earnest Money Deposit is acceptable in the form of Demand Draft/fixed deposit receipt, banker's cheque or bank guarantee from commercial bank, drawn in favour of the Director, PEC University of Technology, Chandigarh and payable at Chandigarh which shall remain valid for a period of 45 days beyond final bid validity period. Earnest Money in any other form is not acceptable and the tender shall be treated as invalid if the EMD is in any other form. The bidder is required to submit EMD in the Administrative Office of the PEC University of Technology, Chandigarh on the specified date.
- The EMD should be provided before said date and time.
- Prices/Rates should be quoted on-line in Excel Format.

The details of EMD specified in the tender document should be same as submitted on-line (scanned copies). Otherwise tender will be rejected summarily.

### PEC UNIVERSITY OF TECHNOLOGY, CHANDIGARH

#### **TENDER DOCUMENT**

# TENDER FOR AWARD OF CONTRACT FOR OUTSOURCING OF SECURITY SERVICES INSTRUCTIONS / GUIDELINES FOR TENDERERS

- 1. The Scope of work/activities is at **Annexure-'A'**.
- 2. A copy of Tender Notice is at **Annexure-** 'B'.
- **3.** The Terms and Conditions as laid down in the Service Agreement for the award of contract for outsourcing of services are at **Annexure-'C'**.
- **4.** A copy of the terms of payment is at **Annexure-'D'**.
- **5.** Technical Bid Proforma for evaluation of technical Performance of the Tender is at **Annexure-'E'**.
- 6. Price Bid Proforma is specified on-line in the e-tender the sample of which is at **Annexure-'F'**.
- 7. A copy of the undertaking regarding compliance of statutory obligations is at **Annexure-'G'**.
- **8.** Proforma of an affidavit regarding Non-Black Listing/Non-Prosecution is at **Annexure-'H'**.
- Proforma to fill names of clients since three years and no penalty points imposed. Annexure – I
- 10. Proforma to fill names of client's current running contract. Annexure J
- 11. The Service Provider, being the employer in relation to persons engaged/employed by him to provide the services under the Service agreement shall alone be responsible to provide the services under the Service Agreement and shall also be responsible to make the payment of monthly wages/salaries to the persons deployed by him, which in any case shall not be less than the Minimum Wages as fixed or notified by the Deputy Commissioner, Chandigarh from time to time or by the State Government and/or any authority constituted by or under any law and observe compliance of all the relevant labour laws. Besides this, the Service Provider shall also make the payment of all other statutory dues like Employees Provident Fund,

- Employees State Insurance, Employees

  Deposit Link Insurance, Bonus, Gratuity, Maternity etc. to his employees
  employed under the service agreement.
- 12. The tender has to be submitted on-line. However, the Bid Guarantee (Earnest Money Deposit (EMD)) has to be deposited with the PEC University of Technology in the form of a Demand Draft//fixed deposit receipt, banker's cheque or bank guarantee from commercial bank, which shall remain valid for period of 45 days beyond final bide validity period, on the prescribed date and time. A scanned copy of the same shall be uploaded in technical bid on-line.
- 13. The tenderer(s) should submit their tender in three parts i.e. (i) Bid Guarantee (Earnest Money Deposit in physical form) (ii) Technical Bid (online) (iii) Price Bid (on-line). Each part should be submitted separately:-
  - (i) Bid Guarantee (Earnest Money Deposit) should be placed in a separate sealed cover duly superscribed "BID GUARANTEE FOR AWARD OF CONTRACT FOR OUTSOURCING OF SECURITY SERVICES" and submitted in the Administrative Office of PEC University of Technology on the specified date.
  - (ii) Technical Bid should be in a separate cover (on-line)
  - (iii) Price Bid should be uploaded on-line.
- 14. The Tenderer should keep his offer valid for acceptance for a period of 90 days from the date of opening of the Technical Bid. In case, the Tenderer is unable to keep his offer open for the above said period, his tender shall be treated as invalid.
- 15. The Tender without the fixed Earnest Money Deposit or not in the form specified above, shall not be entertained and rejected straightway.
- 16. EARNEST MONEY/SECURITY DEPOSIT and/or any other sum of the tenderer(s) lying with the Director, PEC University of Technology, Sector-12, Chandigarh in connection with any other tender/case shall not be considered / adjusted against this tender.
- 17. Any unsealed/conditional tenders, telegraphic tenders, fax tenders, tenders without earnest money deposit, tenders not on the prescribed form in any way deviating from the terms and conditions of the tender notice shall not be entertained and rejected out-rightly.

- 18. No tenderer is exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances.
- 19. **The tenderer(s) has to meet** all his statutory obligations as well as his sole responsibilities as an employer/service provider of the persons to be engaged/employed by him for the execution of this Service Agreement viz
  - (a) To pay the wages/salaries notified by the Deputy Commissioner, Chandigarh, Employees Provident Fund (EPF) Act, 1952, Employees State Insurance Act (1948),Payment of Bonus Act, 1965, Employees Deposit Link Insurance (EDLI), Payment of Gratuity Act, 1972, Private Security Agencies(Regulation)Act,2005, Maternity Leave Act, 1961, as applicable and as amended from time to time and or any other rules framed thereunder etc.
  - (b) To comply with the provisions of the Income Tax Act, 1961, GST etc., as applicable or as amended from time to time.
  - (c) To bear any other expenses to be incurred in compliance with the provisions of the Service Agreement such as Uniform, Identity Card, Name Plates, sticks, torches etc.
- 20. The tenderer may inspect the Areas/Location, where the services are to be provided for assessing the work involved on any working day during office hours.
- 21. The tenderer(s) shall be at liberty to be present, in person or be represented through their authorized representative(s) at the time of opening of the tender as specified in the Tender Notice. In case authorized representatives are to be present, they must furnish the authority letter from the tenderer on whose behalf they are representing otherwise they will not be allowed to participate in the opening of tender.
- 22. Only Registered firms are eligible to furnish tender and the tenderer(s) should attach an attested copy of the Partnership deed duly registered with the Registrar of Firms.
- 23. Subletting of contract after allotment is not allowed under any circumstances.
- 24. The tenderer(s) must furnish the latest self-attested Income Tax return Certificate/PAN/TAN No., GST Number issued by the competent authority along with Technical Bid.
- 25. The tenderer(s) should be registered under the Contract Labour (Regulation Abolition) Act, 1970 and Rules, 1971 framed thereunder and should furnish a self-attested copy of the valid Labour License issued by the Chandigarh

- Administration along with self-attested photocopies of paid challans in support of having deposited contribution of EPF/ESI/EDLI/Service Tax with the concerned local authorities along with the Technical Bid and give an undertaking in Annexure 'G'.
- 26. The tenderer(s) are directed to submit their reasoned and justified rates of their Administrative charges after taking into consideration the deduction of TDS and other statutory deductions at source etc. If a firm quotes 'NIL' charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- 27. The tenderer(s) applying for the security services should be holder of a license issued under the Private Security Agencies (Regulation) Act,2005.
- 28. The tenderer(s) should furnish an experience certificate of at least 5 years from Institution(s)/Organization(s), where he has outsourced the services during the last 5 years preceding the due date of receipt of tender, along with the list of such Institution(s)/Organization(s) and also attach certificate of its satisfactory working/Performance from the Institution(s)/Organization(s) mentioned in the list.
- 29. In case of violation of any of terms and conditions as mentioned above, Earnest Money of the tenderer(s) shall be forfeited in full by the Director, PEC University of Technology, Chandigarh.
- 30. Any attempt direct or indirect, to cast influence, negotiation on the part of the tenderer(s) with the officials/authority to whom he shall submit the tender or the tender accepting officials/authority before the finalization of tender shall render the same liable for rejection.
- 31. The contract shall be awarded initially for a period of one year, which may further be extendable by a maximum period of 2 years on year to year basis on the same rates, terms and conditions accepted by the tenderer(s) subject to satisfactory Performance of the services and statutory compliance of all the terms and conditions of the Service Agreement. This will, however, be further subject to the approval of the Competent Authority.
- 32. The Competent Authority reserves all rights to accept or reject any tender without assigning any reason and also to impose/relax any terms and conditions of the tender.

## ANNEXURE A Scope of Work

The campus of PEC University of Technology is divided into four zones –Academic & Administrative Blocks, Hostels, Director's Residence & Residential area.

The Security Agency is required to make all necessary arrangements for:

- (i) Provision of Security Personnel / Equipment for guarding/checking all the four zones of the Institute Campus within the confined premises, as required by the Institute.
- (ii) Protection of the Institute Campus from antisocial elements.
- (iii) Prevention of loss of the Institute and private property of campus inmates by way of thefts, burglaries etc.
- (iv) Prevention of injury, assault and violation of the persons, especially women residents and legitimate visitors to the campus.
- (v) Smooth conduct of functions, conferences, cultural events etc.
- (vi) Freedom of the campus from cattle, monkeys, dogs and other unwanted elements.
- (vii) To control the traffic and parking in Institute.
- (viii) Reporting of non-functioning of streetlights and leakage of water on daily basis.
- (ix) Provision of the following security/patrolling equipment at its own cost:
  - a) Two numbers Hand Held Metal Detectors (HHMD)
  - b) Two numbers Inspection Glass Mirrors for vehicle checking
  - c) One number Door Frame Metal Detector (DFMD)
  - d) One Portable Alcohol Breath analyzer with digital LCD display.
  - e) Two motorized two-wheeler round the clock in good running condition for patrolling & checking in PEC Campus by Security Inspector.

# ANNEXURE B (Tender Notice) PEC UNIVERSITY OF TECHNOLOGY, CHANDIGARH TENDER NOTICE FOR AWARD OF SERVICE AGREEMENT FOR OUTSOURCING OF SECURITY SERVICES

e-tenders are invited by the PEC University of Technology, Chandigarh for the contracts, as per details give below:-

S.No.	Outsourcing of services		EMD 2% of Estimated cost of Contract
1.	Security Services	Rs.4,00,00,000/-	Rs. 8,00,000/-

**CONDITIONS:** Detailed Terms & Conditions are available in the respective Tender documents (Annexure B):

- 1. Tenderer should fulfill the following eligibility conditions and also produce authentic/reliable documentary proof in this regard:-
- (i) The tenderer(s) should have a minimum experience of 5 years of providing security services, should have at least 200 guards on its pay rolls, at least 3 running contracts with prestigious clients with more than 50 guards serving one client.
- (ii) The tenderer should have minimum annual turnover of Rs. 5.0 Crore in each of last three financial years i.e. 2013-2014, 2014-15 and 2015-16. Copies of audited financial statements shall be added as proof.
- (iii) The tenderer(s) should be registered under Contract Labour (Regulation & Abolition) Act 1970, and the rules framed thereunder and should be in possession of a Valid Labour License/EPF/ESI code, GST/PAN numbers.
- (iv) The tenderer(s) applying for Security Services should be a holder of a license issued under the Private Security Agencies (Regulation) Act, 2005 and give an undertaking in Annexure 'G'.
- 2. The service agreement shall be awarded initially for a period of one year, which may be extendable further for a period of another two years on year to year basis, subject to review and the satisfactory Performance of Services and compliance of all terms and conditions of the Service Agreement, which is further subject to the approval of Competent Authority. The contract shall stand automatically cancelled if the Competent Authority declines to grant such approval.
- 3. Each Tender must be accompanied with Earnest Money Deposit (EMD) amount drawn in the name of the Director, PEC University of Technology, Chandigarh in the form of Demand Draft//fixed deposit receipt, banker's cheque or bank guarantee from commercial bank which shall remain valid for a period of 45 days beyond final bid validity period.
- 4. Any tender without Earnest Money and not on the prescribed form or any deviation from the terms and conditions of the Tender Notice shall not be entertained and rightly rejected out.
- 5. In case, the day of opening of tenders happens to be a holiday in PEC University of Technology, Chandigarh, then the tenders shall be opened on the next working day at the same time and venue.
- 6. The Competent authority reserves all rights to reject any or all the tenders without assigning any reason.

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	PEC University of Technology
	Sector – 12. Chandigarh

# ANNEXURE C Terms and Conditions

### C1: Beginning and duration of the Contract / Agreement

This agreement/contract comes into force from \_\_\_\_\_\_\_. Duration of the contract shall be initially for one year that can be extended for another two years on year to year basis, subject to appraisal and review by the Institute. In case the Performance of the agency is not found to be satisfactory as per parameters of the contract or is not in conformity with the terms & conditions of the agreement, the contract shall be terminated even before the scheduled time by giving advance notice of 3 (three) months to this effect. In the event of premature closure of contract for reasons mentioned herein above, the security deposit shall be absolutely forfeited.

The extension of the contract is extendable beyond one year on year to year basis for another two years (Total Three Years) based on the previous year's Performance on mutually agreed terms and conditions. However, in the event of no extension before its expiry, the contract will stand automatically terminated on the expiry of contract period without any prior notice.

**C2**: Terms and Conditions for Providing Security Services to PEC University of Technology, Chandigarh.

### C2.1: General

- 1. Security Agency shall make all arrangements for guarding the Institute campus within the confined premises as required by the Institute.
- 2. The Security Agency shall protect the Institute Campus from anti-social elements.
- 3. For all clauses regarding terms and conditions, working and in general, penalty points can be awarded to security agency, which are indicated in bracket.
- 4. Security Agency personnel should be smart and properly turned out with boots/ shoes, belt, caps, badge, whistle etc., and carry an identity card duly attested by the Executive of Security Agency. A photocopy of these cards shall be given to the Institute for record, verification, etc.
- 5. The Security Agency shall provide proper uniform (shoes, caps, canes/stick, whistle, torch etc.) to every personnel deployed by them in the Institute Campus at its own cost and expenses.
- 6. It is the responsibility of the Security Agency to verify the antecedents of all their personnel before deputing them at PEC. The Agency shall also provide

to the Institute a complete dossier of particulars of each security personnel proposed to be deployed in the Institute. Non-compliance with this provision will be deemed to be a violation of the contract, inviting penal action. (20 penalty points for violation of this clause).

- 7. The Institute shall have the right to check, from time to time, the uniforms worn by the security personnel as well as their fitness to perform guard duty up to the satisfaction of the Institute. The Institute shall also have the right to check and supervise the Security Personnel on duty through an institute level O/I Security or any other representative to be named by the Director and can impose penalty for any shortcoming.
- 8. Any personnel deployed by the Security Agency in the Institute shall be removed immediately if the Institute considers such removal necessary on administrative grounds. The Security Agency shall also immediately remove any personnel who is found not to be discharging his duties properly or is of doubtful character and shall replace him with substitute personnel either on its own or on the demand of the Institute. In case of removal of such personnel, no claim shall be maintainable against the Institute.
- 9. The responsibility for taking appropriate security measures as deemed fit shall be entirely that of the Security Agency. The Institute will be entitled for compensation by the Security Agency, in case a proper joint inquiry establishes the occurrence of theft anywhere in the institute campus on account of any lapse in duty on the part of security guards / security inspectors deployed by the security agency. The maximum amount of such compensation payable by the Security Agency will be limited to inspection and supervision charges payable by the Institute to the Security Agency for the month during which the theft / loss / damage occurs. However, if after enquiry, it is found that such theft or loss or damage has been caused deliberately by Security Agency personnel or if Security Agency personnel take active part in such acts, the Security Agency shall indemnify the Institute or its employees to whom loss is caused, on actual basis.
- 10. The Institute shall identify the requirement of personnel and equipment, to be deployed for the security of the campus, in consultation with the Security Agency. However, the tentative requirement, based on past experience, is shown in the table below as well as in the Price Schedule (Annexure F). The Institute reserves the right to increase or decrease the requirement specified in the price schedule to the extent of 25% (twenty-five percent) without any change in unit price of the individual items, or any other terms & conditions.
- 11. As and when a regular watch and ward staff of PEC is on rest/ holiday or

otherwise is on leave the contractor shall, after receiving information from the institute provided requisite manpower to cover the shortage. The amount for providing this extra manpower would be included in the monthly bill of the agency.

- 12.E-surveillance system is already installed in the institute that covers the various entries of building and all Gates of Institute. Therefore, at least 2 guards who have experience of handling & operating the e-surveillance must be deployed during each shift.
- 13. Six guards are to be dedicated for parking and traffic control in the institute for working days. If a working day is declared a holiday or vice-versa the deployment of staff would be adjusted accordingly. The strength of manpower and the duration for which they may be required for this purpose may vary as per changing requirement of the institute from time to time.

Tentative Requirement of Security Personnel

П	II Security Inspectors (3+1*)								
Ш	III Security Guards								
IV	Secu	Security Guards-cum-Helpers							
	Sr.	Location	No. of Security Guards/ *Security Guards-cum-	Total in					
	No.		Helpers	3 shifts					
	1.	Administrative Block	1	2					
<b>*</b>	2.	New Academic Block	1	3					
men	3.	IT Block	1	3					
loyi	4.	Auditorium	1	3					
Дер	5.	Three PEC Gates	3	9					
ive	6.	Six Hostels	6	18					
Tentative Deployment	7.	Boundary Wall	3	9					
Te	8.	PEC market	1	3					
	9. Parking areas (8:00 a.m. to 5:00 .p.m. (during working days in the semester)		6	6					
	10.	Director's Residence	1*	3*					
	Total								

<sup>\*</sup> One instructor on duty will also be used reliever for other three inspectors (in three shifts) during their paid weekly rest. The above locations and number of guards can be changed as per needs.

14. All the assets and articles provided to the Security Agency 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 security contract (on expiry of contract period or any time earlier than the stipulated period as the Institute may decide at its sole discretion), such property shall be immediately handed back to the Institute.

- 15. The persons employed by the Agency for the Security of the Institute will be the employees of the security Agency and the Institute shall have nothing to do with their employment or non-employment. Nothing shall be held against the Institute, and the security personnel employed by the first party shall have no right whatsoever to claim employment from the Institute.
- 16. Security staff employed by the security Agency 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. They shall also not form any union among themselves.
- 17. All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Chandigarh.
- 18. Security Agency shall not appoint any sub-agency to carry out an obligation under the contract. The Contractor shall have to engage the number of workers according to the duty roster and in case required number is not available on any day, appropriate amount will be reduced from the monthly payment to be made to the Agency for the corresponding month.
- 19. Security Agency shall supply trained manpower for the security duties in the campus. It shall undertake, at its own expense but to the satisfaction of the Institute, a continual updating of skills, processes and procedures followed by the security staff (employed in the security of the Institute) by organizing suitable training programs for them from time to time.
  - 20. Security Agency shall comply with all statutory requirements existing or as may be promulgated from time to time, namely the Payment of Wages Act, Provident Fund Act, Employees State Insurance Scheme, Family Pension Fund Act, Bonus, Gratuity Act, Shops & Establishments Act, Contract Act etc., whichever are applicable to the Security Agency. Security Agency shall be responsible, accountable, answerable, as the case may be, for any violation

of such Acts. Further, Security Agency shall not involve the Institute in any manner whatsoever and in case of any violation of any law, the former shall be solely responsible. Security Agency hereby agrees to indemnify the Institute completely for any liability coming upon the Institute due to violation of any law(s) by the Security Agency.

- 20. Security Agency shall supply a certified copy of their registration under the Provident Fund Act, ESI, Labour Laws and Income Tax Act etc.
- 21. Security Agency shall be responsible for all injuries and accidents to persons employed by them while on duty.
- 22. In the event of any loss being caused to the Institute on account of the negligence of the employees of the security agency, the agency shall make good the loss sustained by the Institute, either by replacement or by payment of adequate compensation.
- 23. Security Agency shall abide by all laws of the land including Labour Laws (ESI, PF, Bonus etc.), Companies Act, Tax deduction liabilities, welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein. TDS / Service Tax as applicable will be deducted / paid as per rules. Security Agency shall file monthly returns in the respective offices with regards to ESI, PF and other such requirements under the Laws of the Land, and submit a copy of the same to the PEC University of Technology.
- 24. Security Agency's discharge of its duties will be bound by the operational parameters given in Section-E of this document.

### C2.2 Service Related

### C 2.2.1 General

- 1. The security inspector / inspectors will be normally positioned at Gate No. 2. The reporting / changing of shifts operations, will not however take place at Gate No.2 but at a separate earmarked security room, where the inspector/inspector/security guards will assemble at the specified timings. Security inspector will be the overall incharge of the security deployed in the PEC campus. He will liaison between management and employees of the security agency. He will devise mechanism for checking and monitoring the deployment of security personnel and organizing their drill.
- 2. Mechanism should be evolved for recording of incoming / outgoing materials and

visitors to the campus. Security inspector will be responsible for all security related matters during his shift. He has to check & monitor the working of security guards during his shift and keep liaison with security inspector. He will coordinate with the help of security guards the movement of vehicles, persons, materials for all the three gates.

Security guard will remain vigilant at his location & cover as much area as possible from that position. He will not leave his location unattended at any time. The movement of vehicles, persons, materials will be entered in the register by security guard in his shift. Any untoward incident taking place during his shift will be reported to the inspector, immediately. Suitable penalty will be imposed for wrong parking, not reporting of non-working of street lights & leakage of water and hanging of clothes inside the cabin. (20 penalty Points for violation of this clause).

- 3. The employees of the security agency should have passed at least 8<sup>th</sup> Standard and should be of good character and physically fit and shall not be less than 21 years of age. They shall not be more than 45 years of age in case of Security Guards, 55 years in case of Inspector but for ex-serviceman, age of inspector should not be more than 60 years. The height of the security personnel should be at least 5'-6" except in the case of persons belonging to hill tribes. (20 penalty Points for violation of this clause).
- 4. In a manner deemed satisfactory by the Institute, the Security Agency shall provide necessary expertise and trained manpower to attend to the various needs of security services at the Institute buildings, hostels, residences and the campus in general.
- 5. Security Agency will have to accept full responsibility to uphold labour, tax, Welfare laws and such other employer's obligations in respect of his employees, in consonance with the laws of the land, against all claims, damages or losses of every kind, what-so-ever, ensuring no liability or involvement of the institute.
- 6. The contractor shall in no case pay its employees less than the minimum mandatory rates per month in accordance with the minimum wages act.
- 7. The specified security location would be provided 24x7 security in three shifts each of 8 hours duration. However, the security staff deployed by the agency shall be given one day paid weekly rest. Further, during the said paid weekly rest the reliever shall be provided by the agency. The expenditure for providing such relievers in respect of Security Inspector and Security Guards during their paid weekly rest shall be borne by the institute. A Security Guard shall remain on duty for 8 (eight) working hours. The guard shall not leave his duty point until his

reliever reports for duty. The position of the security guards is ordinarily fixed. However, the number of security guards is changeable as per requirement of the institute.

- 8. In addition to the number of personnel listed in the Price Schedule, the Security Agency shall undertake to engage / employ and provide additional number of well-trained guards as and when required by the Institute, on reasonable notice, as per the accepted rate given in the Price Schedule.
- 9. Security Agency shall maintain proper liaison and contact with the local police/Civil Administration etc. for smooth and peaceful day-to-day working of the Institute. The security agency shall be fully responsible for taking follow up action and for pursuing the First Information Reports (FIR) lodged by the residents of the campus with the police department.
- 10. Security Agency shall ensure that the communication equipment, as mentioned in the Price Schedule, is maintained in perfect working order round the clock. In case of any major fault requiring more than three days' time to make them operational, the security agency will provide replacements for them free of charge. (20 penalty points per mobile for violation of this clause).
- 11. Security Agency shall be responsible for the good conduct and behaviour of its employees. If any employee of the security agency is found misbehaving with the Institute Security Staff, employees, faculty or students of the Institute, the Security Agency shall terminate the service of such employee at its own risk and responsibility. The Security Agency shall issue necessary instructions to its employees to act upon the directions given by the inspectory staff of the Watch & Ward department of the Institute. (20 penalty Points for violation of this clause).
- 12. None of the employees of the security agency shall enter into any kind of private work within or outside the campus of the Institute.
- 13. Security Agency shall maintain a Complaint Book with properly numbered pages, at the main entrance gate, which will be made available on demand to the inspection staff of the Institute and the employees / residents of the campus. (20 penalty Points for violation of this clause).
- 14. Security Agency shall ensure protection of all properties and personnel of the Institute, whether on its campus or in transit, against trespass and willful harm, by deploying fail-safe preventive measures, providing early warnings and mobilizing trouble-shooting efforts.
- 15. The employees of the security agency on duty at any place in the campus shall

- not indulge in manhandling/ fighting/ beating of any of the institute employees/ residents/ students. However, if any emergency / incident occurs, the personnel of security agency on duty should immediately report the matter to the competent authority for further course of action.
- 16. In case of any dereliction of duty, gross neglect, an unintended or intended damage caused by the security agency or its staff or otherwise any harm done to the Institute, its properties, its designated officials or other employees, the security agency shall be liable to make good the loss or pay compensation, refund expenditure on legal / judicial proceedings as well as pay penalty, which the Director of the Institute may deem fit.
- 17. Security Agency shall supply uniforms with name plates to the persons engaged on duty. The institute shall not allow any employee of the security agency to work inside the institute without the uniform. If during the period of contract the uniforms are worn out, it shall be the responsibility of security agency to supply new uniforms to the persons and it will ensure that the persons wear only proper uniform while they are on duty in the Institute. The security agency shall get the identity card of each employee attested from the incharge of security of the Institute. The Institute shall not provide any kind of weapons, batons, torches etc. nor incur any expenses in this regard. It would be the responsibility of the security agency to supply such equipment necessary for discharge of duty.
- 18. Security guards and security inspectors shall be required to work in three shifts. However no security Guard/Inspector shall be allowed to perform continuous duty beyond one shift.
- 19. For ensuring proper discipline, the contractor shall be required to maintain attendance record for its staff, which shall be countersigned by the incharge of security of the institute. The discipline and welfare of the staff shall be the sole responsibility of the Security Agency and it shall promptly attend to any incident of indiscipline / misconduct on the part of its staff as desired by this Institute.
- 20. Security Agency shall make serious efforts to control and eliminate the cattle menace from the campus, which includes not only buffaloes and cows and but also other animals like pigs, monkeys, dogs and blue bulls etc. (50 penalty Points for violation of this clause).
- 21. Security Guards / Inspectors shall check the menace of eve teasing (50 penalty Points for violation of this clause), over speeding of vehicles, vehicles with modified silencers producing loud noise in the campus. (20 penalty Points for violation of this clause).

- 22. After college working hours or during holidays / vacations, persons from outside PEC park their vehicles at odd places in the campus and do some illegal activities including taking alcohol inside such vehicles. The security personnel are required to check this menace. (20 penalty Points for violation of this clause).
- 23. Security staff is required to lock the vehicle of any offender and release the same against payment of fine or other punishment as decided by the competent authority.
- 24. Security Agency shall maintain a Register with properly numbered pages in which they would make entries regarding any vehicles involved in objectionable acts as mentioned in points 21 & 22 above and/or incidents of theft.
- 25. The security personnel are required to check and stop any trespassing activity into the PEC campus from Naya Gaon and Janta Colony side. (20 penalty Points for violation of this clause).
- 26. The security personnel are required to check and stop any kind of strikes, protests and processions in PEC campus by the students and staff including hostel staff. They should inform the O/I Security about this without any delay.
- 27. The security personnel on duty must submit a report in writing immediately after their duty about any incident that has been noted in the campus during their duty. (20 penalty Points for violation of this clause).

### C 2.2.2 Academic & Administrative Blocks

Security guards deployed for these blocks will carry out specific duties such as 
Opening & closing of all the rooms / offices / labs / drawing halls / lecture rooms / tutorial rooms etc. & entry gates of Administrative & Academic Blocks (if keys are with security).

They should ensure that lights are switched ON/OFF as per requirement during day/night.

They should maintain proper registers at the gates of various blocks for recording the entry / exit of the visitors after working hours.

They should ensure proper parking in the vicinity of both the blocks. The security guards should report habitual rash drivers to the concerned authorities.

The position of security guards deployed at Academic &

Administrative blocks will be fixed.

#### C 2.2.3 Hostels

Security guards deployed in the various hostels will normally be replaced after one month. However, if required, they may be changed earlier also. Agency is supposed to maintain a separate duty roster for the hostels. The security guards deployed at different Hostels shall come under the purview of DSA / ADSA1/ Chief Warden of the concerned hostel. If any untoward incident occurs in the hostel area, the security personnel of security agency shall immediately inform Dean Students Affairs (DSA) / ADSA1/ Chief Warden of the concerned hostel and also O/I security. A copy of roster shall be given to Chief Warden every month.

The security guards deployed at the hostels

- Will properly maintain the record of entry / exit of the visitors / students
   / employees in the register kept at the gate.
- Will perform the duty of opening & closing of gate and switching the lights on & off, as per requirement.
- Should check entry of unauthorized visitors in the hostels.
- Should ensure proper parking in the vicinity of the hostels.
- Should check any materials carried in / out of the hostel.

#### C 2.2.4 Director's residence

A large number of persons visit the Director's residence-cum-office, which requires that the security personnel deployed there, in addition to their security duty, are also well versed with customs and etiquettes of gracefully entreating the visitors. Thus, the security personnel deployed at Director's residence-cum-office would be designated as Security Guards-cum-Helpers and would be drawn from a special pool of four personnel trained for the purpose. The replacement of any security personnel from this location may not be done unless utmost necessary and that too may be done from the said special pool. The security coordinator will inform O/I security of the special pool every month in advance. In addition to the security duty, the security personnel deployed at the Director's residence-cum-office will also be required to

- Open & close the gate.
- Maintain visitor's register kept at the gate.
- Switch on and switch off the lights as per requirement.
- Attend to telephone calls and transfer the calls inside as per requirement.
- Serve water / tea / snacks to the visitors to the Director's residencecum-office.

### C 2.2.5 Entry Gates

One security guard will be positioned in each of the three shifts at each of the three gates.

The security guards deployed at the gates

- Will properly maintain the record of entry / exit of the visitors / students
   / employees in the register kept at the gate.
- Will perform the duty of opening & closing of gates, issuing the visitor pass to the outsider to visit the campus premises and switching the lights on & off as per requirement.
- Should check the entry of unauthorized visitors in the campus.
- Should ensure that no vehicle is parked in the vicinity of the gates.
- Should check any material carried in / out of the gate.
- Should ensure that the cabin at the gate bears an aesthetic look. In addition, it should be ensured that no clothes / unwanted items are there in the cabin.
- After closing of the gate in the evening, the security guard deployed at a particular gate will keep vigil over specified areas near the gate.

#### C 2.2.5 Main Roads of PEC

Six guards are to be dedicated for parking and traffic control in the institute for working days. If a working day is declared a holiday or vice-versa the deployment of staff would be adjusted accordingly. The strength of manpower and the duration for which they may be required for this purpose may vary as per changing requirement of the institute from time to time.

- The guards on traffic duty should ensure that vehicles are parked at the respective designated parking areas only and that no vehicle is parked on the roads. (20 penalty points for violation of this clause).
- Guard should check and stop the two wheelers having modified silencers/ producing cracking sound, doing stunts on roads and over speeding/ rash driving in the institute. (20 penalty points for violation of this clause).

#### C2.3 Bills Related

 Security agency will raise two bills. Bill-1 will be for the general security (Academic areas, residential areas & Director's residence) of the institute. The Bill-2 will be raised for the security of the hostels as also for the manpower deployed to regulate traffic and parking of vehicles. All bills will be processed through O/I Security who will be the overall coordinator for all locations, including hostels. The verification of Bill-2 shall be done by the DSA or his nominee.

- 2. The expenditure for the relievers in respect of Security Inspector and Security Guards during their paid weekly rest will be borne by the institute.
- 3. If the Institute incurs any expenses or any liability is put on them in connection with the deployment of the employees of Security Agency, the same shall be adjusted from the bill of Security Agency.
- 4. Security Agency shall submit a certificate along with the monthly bills certifying that the personnel employed by them in the campus of the Institute have been paid at least minimum wages, as in force from time to time, in accordance with the provisions of the D C rates and that all other statutory requirements in this regard have been complied with. The wages shall be disbursed in the presence of the Incharge Watch & Ward of the Institute or any other person deputed by the Institute for this purpose. Any violation of the provisions of the D C rates shall render the contract liable for termination. The Institute shall also proceed against the defaulting agency as per the provisions of the relevant laws.
- 5. The contract price shall be all inclusive and nothing extra shall be payable over & above the accepted contract price in respect of the scope of work. However, if the prescribed minimum wages are revised by the **Deputy Commissioner**, the Security Agency shall revise the wages of the personnel accordingly. The difference in revised minimum wages and the wages applicable on the date of submission of tender, shall be reimbursed to the security agency in addition to the contract amount, subject to the production of proof of disbursement of revised wages.
- 6. Security Agency shall take into consideration all levies and statutory taxes while quoting the tender. However, if any fresh taxes, charges etc. are levied by the Local / State / Central Govt. subsequent to the date of opening of tender, the same shall be reimbursed by the Institute against proof of production of payment.
- 7. The payment for services under this agreement shall be made by the Institute on monthly basis through crossed cheque, drawn in favour of the Security Agency and payable at Chandigarh, within 7 working days of receipt of the bill for each calendar month, duly supported with the requisite details of the daily attendance and other records which shall be open for inspection by the Institute. The final payment shall however be made only after adjusting all the claims of the Institute.

- 8. Any payment required to be made by the security agency to its personnel, in compliance with any of the laws of the land, shall be the sole responsibility of Security Agency. This would include specific responsibility with regard to the provision of the minimum wages act and /or any other law, which may be applicable in the instant case. The institute will in no case be responsible for default, if any, in this regard. Even if, as per provisions of any relevant enactment, the liability becomes that of the Institute, it is clearly agreed that the same shall be deemed to be that of security agency and shall be discharged by them. The Institute's liability towards personnel will be limited to the extent of the contract price accepted by the Institute.
- Security Agency shall be bound to perform the assigned jobs even though the same may not have been included in the schedule of services. The charges for the extra services not mentioned in the Price Schedule shall be settled mutually.
- 10. That the contractor shall pay wages to the workers as quoted by him after deducting the Employee's share of EPF, ESI & Service Charges etc. and will submit proof thereof.
- 11. That the contractor shall ensure that the work assigned by the institute is required to be done by the deputed persons to the entire satisfaction of the institute as per the terms and conditions of this agreement failing which no payment will be made.
- 12. That the monthly payment shall be released on submission of wages bill duly certified by the concerned officer-in-charge of security of the institute on the basis of actual deployment of the workers as agreed to by the institute.

### **C2.4** Arbitration

- a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, before / after completion or abandonment of work or during extended period, hereafter arises between parties as to the meaning, operation or effect of the contract or out of or relating to the contract or the breach thereof, it shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute.
- b) If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns / withdraws for any reason from the process 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 it was left by his predecessor if both the parties consent to this

- effect failing which the arbitrator shall be entitled to proceed de novo.
- c) The venue of arbitrations shall be at Chandigarh.
- d) The provisions of the Arbitration and Conciliation Act 1996, and any statutory modifications or re-enactment thereof, rules made thereunder and for the time being in force, shall apply to the arbitration proceedings under this clause.

### C2.5 Force Majure

- (a) If at any time, during the continuance of this contract, the Performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any 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 has 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 this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract.
- (b) Provided also that if the contract is terminated under this clause, the Institute shall be at liberty to take over from the Security Agency, the security personnel, vehicles & equipment deployed in the campus until a new security agency is appointed and commences the operation.

### C3 Other terms and conditions for the bidders

- 1. The bidders should fulfill the following requirements:
  - (i) Registration under Company Act, EPF, ESI and Service Tax laws
  - (ii) Minimum 5 years in operation.
  - (iii) Minimum 100 guards on its payrolls (attach list of guards on pay roll and specify their place of posting).
  - (iv) Minimum 3 running contracts for prestigious clients with more than 50 guards at one location.
  - (v) Capability to provide vehicles & equipment.
  - (vi) Preferably ISO certification for quality management / service.

### (vii) Minimum turnover of Rs. 5.0 Crore or more per annum.

(viii) The bidder should give a certificate (Annex. I) from all of his clients

testifying 'satisfactory working' during the last three years.

- 2. Every security guard deputed by the Security Agency should be at least 8<sup>th</sup> Standard pass; inspectory staff should be of the rank of J.C.O. or higher (Retired Army personnel).
- 3. The contractor's duties will be bound by the operational parameters given in section C4 which is enclosed herewith.
- 4. The contractor shall submit the following documents along with the tender:
- i) Self-attested copy of latest income tax return.
- ii) Earnest Money Deposit of Rs.8,00,000/- (Eight lac only) shall be accepted in the form of Demand draft//fixed deposit receipt, banker's cheque or bank guarantee from commercial bank, drawn in favour of Director, PEC University of Technology, Chandigarh and payable at Chandigarh.
- iii) Performance security: The successful bidder shall have to deposit performance security @5% of total value of contract in the shape of fixed deposit receipt Bank guarantee in the favour of Director, PEC University of Technology, which shall remain valid for a period of 60 days beyond all contractual obligations and that too only after all the items/dues, if any, outstanding against security agency, have been cleared by it.
- 5. The Earnest Money of the unsuccessful bidders shall be refunded, without any interest, within a month after the written acceptance of tender of the successful bidder.
- 6. The tenderer(s) should submit their tender in three parts i.e. (i) Bid Guarantee (Earnest Money Deposit) (ii) Technical Bid (iii) Price Bid. Each part should be submitted separately:-
  - (i) Bid Guarantee (Earnest Money Deposit) should be placed in a separate sealed cover duly superscribed "BID GUARANTEE FOR AWARD OF CONTRACT FOR OUTSOURCING OF SECURITY SERVICES" and submitted in the Administrative Office of PEC University of Technology on specified date.
  - (ii) Technical Bid should be in a separate cover (on-line)
  - (iii) Price Bid should be on-line in a separate cover provided.
- 7. The financial bid of only those bidders will be opened who qualify in the Technical bid.

- 8. A prospective bidder, requiring any clarification of the Bid documents shall inform the Dean Students Affair/ OI, Security in writing or by fax at his mailing address indicated in the Invitation for Bids. He shall respond in writing to any request for clarification of the Bid documents, which he receives not later than 7 days prior to the last date for the submission of bids. Copies of the query and clarifications by him shall be sent to all the prospective bidders who have purchased the bid documents.
- 9. 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.
  Such amendments shall be notified in writing or by fax to all prospective bidders and a corrigendum issued on-line and these amendments will be binding on them.
  In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the institute may, at its discretion, extend the deadline for the submission of bids suitably.
- 10. Individual signing the bid or other documents connected with the contract shall indicate his/her full name below the signature and must specify whether he is signing as:
  - a) A sole proprietor of the firm or authorized attorney thereof.
  - b) A partner of the firm, in which case he/she must have the authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.
  - c) In case of (b) above, a copy of the partnership agreement or general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General power of attorney should be furnished.
  - d) In case of partnership firms, where no authority for arbitration of disputes concerning the business of the partnership has been conferred on any partner of the firm, a person signing the letter, form or any other documents forming the part of the contract on behalf of another, shall be deemed to warranty that he has the authority to sign such documents, and if on enquiry it appears that the person has no authority to do so, the Institute may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract / intended contract at the risk and cost of such person and hold the signatory liable to the Institute for all costs and damages arising

- from the cancellation of the contract including any loss which the institute may have incurred on account of execution of contract / intended contract.
- e) Individual signing the tender or other documents connected with the contract shall also submit documentary evidence of his authority to sign such documents, duly attested by a Notary Public.
- 11. Security Agency/ bidders will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- 12. Security Agency shall have proper standards and procedures for recruitment of guards and inspectors. The security agency shall have a properly designed uniform. The institute reserves the right to suggest modifications if it deems fit, for the proper appearance and turnout of the guards.
- 13. Security Agency shall have a proper system of checking the guards on duty especially at night. Records of the same should be effectively maintained and shortcomings if any should be immediately rectified.
- 14. Violation of any terms & conditions will invite suitable penalty. (Indicated in brackets).
- 15. Security Agency shall have resources to assist the principal employer (i.e. the institute) in conducting security audits, surveys, investigations etc. and shall also be able to render professional advice on matters relating to security, intelligence and surveillance, free of charge.
- 16. Security Agency shall apply to the Labour Commissioner for obtaining a labour license within a reasonable time and will submit a copy of the license to the security officer of the Institute.
- 17. The tender shall remain valid for a period of 90 days from the date of submission. If a bidder withdraws or modifies the offer within this period, his tender shall be cancelled and 50% (fifty percent) of the Earnest Money shall be forfeited.
  - In exceptional circumstances, the Institute may request the bidders' consent for an extension of the period of bid validity. A bidder may, however, be at liberty to refuse the request without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of bid will not be allowed to modify his bid.
- 18. Any one or more of the following actions / commissions / omissions, are likely to cause summary rejection of bid:

- i) Any bid received late without conclusive proof that it was delivered before the specified closing time.
- ii) Any bid not accompanied by required Earnest Money Deposit (EMD)
- iii) Any bid received improperly.
- iv) Any conditional bid.
- v) Any bid in which rates have not been quoted in accordance with the format / details as specified in the Bid Document.
- vi) Any effort by a bidder to influence the Institute in the bid evaluation, bid comparison or contract award decision.
- vii) Any bid received with period of validity of bid shorter than 90 days.

# 19. The contract will be awarded to the firm quoting the lowest rate of administrative charges.

- 20. The award of work order, when issued to the successful bidder, constitutes the contract with collateral support from terms and conditions of the tender invitation notice as well as formal agreement on stamped paper, affixed with non-judicial stamps, all of which finally form the contractual obligations to be adhered to / performed by the bidder and the non-Performance of any of such obligations makes the bidder liable for consequential effects.
- 21. The bid shall not contain corrections, erasures or over-writing except as absolutely necessary to correct errors made by the bidder. Such corrections etc. shall be signed and attested by the person(s) signing the bid.
- 22. The successful bidder shall have to execute an agreement with the institute on a non-judicial stamp paper of Rs.100/- (one hundred) and commence the work within 2 (two) weeks from the date of award, failing which the institute shall be at liberty to forfeit the earnest money and proceed to appoint another agency as it may deem fit.
- 23. The rates quoted in the Price Schedule shall be inclusive of all taxes, levies and statutory liabilities, the wages of the personnel and incentive / bonus if any, cost of equipment such as metal detectors, batons, torch, whistles, two motorized two wheeler, 10 Mobile phones, Alcohol breath analyzer, etc., consumables such as electricity etc., and contingent expenditure incidental to the work, contractor's profit etc. Nothing extra shall be payable in addition to the accepted rate for each individual item as per the Price Schedule.
- 24. The bidders are advised to refrain from stipulating any conditions, rebates etc. in violation of the terms of the tender. The institute reserves the right to reject such tenders in which conditions / rebate is stipulated, without assigning any reason thereof.
- 25. The bidding agency should not have any previous record of pre-mature termination of contract with any institute / organization for non-compliance of statutory requirements or for non-Performance.

#### C4. PARAMETERS

The main Security objectives of PEC University of Technology, Chandigarh are as under:

- 1. Prevention of loss of the Institute and private property of Campus inmates by way of thefts, burglaries, etc.
- 2. Prevention of injury, assault and violation of the persons, especially women residents and legitimate visitors to the Campus.
- 3. Protection of very liberal and open culture among residents.
- 4. Smooth conduct of functions, conferences, dignitaries' visits, cultural events.
- 5. Freedom of the campus from cattle, monkeys, stray dogs menace and other unwanted elements.
- 6. Parking / Traffic control / rash driving / modified silencers of motor vehicles.
- 7. The Security parameters will therefore be:
  - i. Theft related
  - ii. Patrolling related
  - iii. Discipline
  - iv. General
- 8. A point system will be in operation under which operational failures, depending on type and frequency, will entail penalty points. The liability of Security Agency will be in terms of these points and every 100 (hundred) points accumulated will entail a financial obligation on part of Security Agency to the tune of Rs.20,000/- or 10% of the gross payment to Security Agency in a month, whichever is less.

### **Penalty Points Allocation**

### 1. Thefts

Sr. No.	Type of theft				
I	Major break in an official/residential premises and theft of goods that need some form of transportation.	100			
II	Major break in a premises and theft of goods that do not need transportation	50			
III	Lock breaking of a premises and theft of goods that need some form of transportation				
IV	Lock breaking of a premises and theft of goods that do not need transportation.	40			
٧	Lock breaking of a premises, but no theft taking place.				
VII	Isolated theft of a scooter/motorcycle on a certain day	20			
VIII	Isolated theft of a car on certain day	50			
IX	Theft of one or more bicycles on a single day				
Χ	Theft of more than 1 scooter/motorcycle on a day				
ΧI	Theft of more than 1 car on a single day	100			

### 2. Patrolling

Sr. No.	Type of incidence due to patrolling lapse					
1	Molestation case, single person involvement	50				
П	Molestation case where a group of miscreants is involved	100				
III	Eve teasing case where group of miscreants is involved	50				
IV	Molestation / eve-teasing / chain-snatching case, where help takes more than 7 minutes to arrive after reporting					
V	Rowdiness/ rioting on the campus.	20				
VI	Major break in an official/residential premises and theft of goods that need some form of transportation	100				
VII	Strength upto 10% short relative to the deployment chart					
VIII	Strength short fall by more than 10% on any given day	50				

### 3. Discipline

Sr. No.	Type of cases of in-discipline				
I	Rude and unpleasant behavior of guard with campus resident(s)	10			
П	Non-compliance with instructions/ orders	100			
Ш	Failure in drill test/ random call	50			

### 4. General Nature

Sr. No.	Lapses of general nature	Penalty Points per month (units)				
I	Metal Detectors/Vehicle Inspection Glass Mirrors not available at Gate No. 2 <b>or</b> not in working order.	50				
II	Mobile phone, Alcohol Breath analyzer not working.					
III	Guard found sleeping on duty	20				
IV	Lack of cattle control in residential area.	50				
V	Lack of cattle control including the monkey and dog menace in campus.	50				
VI	Spotting of a dog (per incident) inside Academic area/Administrative area/ corridors/class-rooms.	20				
VII	Presence of unwanted elements on the campus.	20				
VIII	Rash driving on campus.	10				
VII	Entry of unauthorized vehicle on the campus.	30 each case				
VIII	Wrong parking at gates.	20 per location				
IX	Not reporting of faulty street light.	20 per location				
Х	Not reporting of Water leakage.	20 per location				
ΧI	Hanging of clothes in cabin.	20				
XII	Non-pool deployment of security guards wherever pools are specified.	20 per location				

5. **Compounding**: Repeated complaint of the same type more than 4 times in any given month will entail a multiplication factor of 4 on the penalty points.

#### 6. Reward:

Sr. No.	Type of Reward	Bonus points per month (units)			
I	Goods stolen from Campus intercepted while being transported out of the campus.	(-20) points			
II	Major theft prevented and /or goods recovered.	(-) 100 points			
Ш	3 consecutive theft free months.	(-) 100 points			
IV	Minor theft prevented and /or goods recovered.	(-) 50 points			
V	Molester(s) /eve-teaser(s) apprehended.	(-) 100			
VI	Smooth conduct of an entrusted function/event.	(-) 30			

### 7. General Mechanism

Penalty / reward bonus points will be finalized by the Institute once in a month. Adjustments will be made at the end of each month by first adjusting reward points against penalty points. The net point balance of the penalty will be charged at the rate of Rs.200/- per point, subject to a maximum of 10% payment in that month and will be deducted from the bill due next month. The reward point surplus, if any will be carried forward to the next month. No cash reward will be due and payable to Security Agency.

**Dean Students Affair** 

## ANNEXURE D Terms of Payment

- 1. The Service Provider, being the employer in relation to persons engaged /deployed by him shall alone be responsible to provide the Service/Activities under this Agreement as well as to make the payment of monthly wages /salaries, which in any case shall not be less than the D C rates or fixed by the department alongwith all other statuary dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. to his employees. The Service Provider shall also have to observe compliance of all relevant Labour Laws as applicable viz. Payment of Wages Act, 1936, Contract Labour (Regulation & Abolition) Act 1970, Employees Provident Funds (EPF) Act, 1952, Employee State Insurance Act, (1948), Payment of Bonus Act, 1965, Employees Deposit Link Insurance (EDLI), Payment of Gratuity Act, 1972, Private Security Agencies (Regulations) Act, 2005, Maternity Leave Act, 1961, as applicable and as amended from time to time and or any other rule framed thereunder from time to time by the Central or State Government and/ or any authority constituted by or under any Law, for the category of persons deployed by him.
- All the payment shall be made by the PEC University of Technology, Sector-12, Chandigarh after deducting Income Tax and GST TDS at source wherever applicable as per the provisions of the Income Tax Act, 1961 & GST act.

### 2. Raising of Bills and Payment thereof

The Service Provider shall have to produce the Register of Wages or the Register of Wages-cum- Muster Rolls of the preceding month along with the bill to be submitted by the 4<sup>th</sup> day of every calendar month in the Office Room of O/I Security. Joint O/I Security/AOI security will scrutinize the bills in detail and if any discrepancy is found in the bills, the same will be intimated to the Service Provider at the same time and the Service Provider after removing the queries / discrepancies shall again submit the bill to O/I Security or Joint O/I Security on the same day i.e. 4<sup>th</sup> of every month. Since, it is a time consuming process, therefore, the Service Provider shall ensure that payment to his employees is made by him from his own resources by 7<sup>th</sup> of the every month in the presence of authorized representatives(s) of the PEC University of Technology, Sector-12, Chandigarh without waiting for the payment of his wage

bills from PEC University of Technology, Sector-12, Chandigarh. However, before disbursing the payment the Service Provider should get the Acquaintance Roll along with details of cheques verified by the O/I Security / Joint O/I Security / Asstt.O/I Security.

### Format for Raising of Bill:-

	table given below:-
a.	Name of the Services
b	Name & Address of the Service Provider
C,	Award of Service Contract No. & Date
d.	Date of commencement of the Services
e.	Period of Services Contract
f.	Lump-sum (consolidated amount) of Service Contract
g.	Wage bill for the month of
H.	Bill Nodate indicating the following breakup

The Service Provider shall submit bill for the services rendered as per details/

Sr.	1.Name	Empl	EPF	ESI	@ Basic	Man-	n- Wages( Employee's share Carry Employer's sha		Employee's share		Employee's share Car hor sala		er's share	Э
No	of worker	Code	No	No	Wages	days	w.r.t)							
	on	No.			(Not less		man	EPF	ESI		EPF	EDLI	ESI	
	regular duty				than the		days	12% of basic	1.75% of basic		12% of	1.61% of	4.75 % of	
	2.				DC			Wage	wage		basic	basic	basic	
	Reliever (s)				rates)			J			Wage	Wage	wage	
	against													
	persons on													
	regular													
	duty													
1	2	3	4	5	6	7	8	9	10	11	12	13	14	

The Service Provider shall keep the following instructions in view while submitting the monthly wage bills(s)

 i) The Payment shall be made to the Service Provider for the actual number of persons deployed within the Scope of Work at Annexure 'A' at the lump-sum (consolidated amount) approved for Contract

- Period, but after pre audit of the Bills and deducting the amount on account of short services, taxes, deficiencies, recoveries, if any, so detected and ordered by PEC University of Technology, Sector-12, Chandigarh.
- ii) Separate details about the category of persons(s) deployed in the respective month.
- iii) Attendance register, Muster Roll duly signed by the Service Provider and verified by the authorized officer(s) of PEC University of Technology, Sector-12, Chandigarh.
- iv) Deduction Schedule showing the individual details of deductions of EPF/ESI/EDLI/Income Tax/Service Tax to be tallied with the wage bill.
- v) Acquaintance Rolls along with details of cheque to be issued to the concerned persons deployed be submitted to the O/I Security / Joint O/I Security of PEC University of Technology, Sector-12, Chandigarh for verification before disbursement of payments.
- vi) The Service Provider shall certify on the bill that the monthly wage bill for the services of all the categories of persons deployed by him in PEC University of Technology, Sector-12, Chandigarh is complete and no person has been left out and no supplementary bill shall be submitted thereafter.
- vii) No person(s) has/have been engaged / deployed under the service agreement in PEC University of Technology, Sector-12, Chandigarh without the prior approval of the competent authority.
- viii)A spare/ self-attested copy of bank challans in support of having deposited the amount of EPF, ESI, EDLI, Service Tax etc with concerned Department shall invariably be submitted to the O/I Security / Joint O/I Security of PEC University of Technology, Sector-12, Chandigarh within 10 days from the disbursement of wages i.e. by 17<sup>th</sup> of the month.

### 4. Payment of Wages:-

a) The Service Provider shall open a bank account in the bank Branch located in the PEC University of Technology, Sector-12, Chandigarh and he shall make the payment of wages to the persons so deployed by him through the same Bank. The employees of the Service Provider shall also open their individual accounts in the same Bank Branch for the purpose of disbursement of salary through electronic transaction/transmission .The Service Provider shall furnish details of disbursement of salary to the concerned Establishment Branch of PEC University of Technology, Sector-12, Chandigarh within 5 days from the date of disbursement. He shall maintain Attendance Registers, individual's ledger/wage book, wage slip, terms of employment and he should deposit the undelivered (unpaid) cheque(s) of any persons deployed with the concerned

- Establishment Branch of PEC University of Technology, Sector-12, Chandigarh by the end of last day of the prospective month.
- b) He shall be required to submit a copy of Challan /abstract/statement of amount deposited indicating the particulars such as name, Father's name, employee code No.. Address of each person(s) so deployed on account of the statutory compliance within 15 days of the disbursement of wages i.e by 22<sup>nd</sup> of the month, failing which the payment of administrative/ service charges (Profit) of the following month shall be withheld. The Payment shall be released to him towards his administrative/ service charges (Profit) after deductions of Income Tax or any other Govt dues, after the submission of self-attested copies of Recovery Schedules and other statements on the prescribed formats for all persons, copy of Bank Challan(s)/Scroll(s) as a proof of having deposited the said amount with the quarter concerned before the due date i.e 22<sup>nd</sup> of the month failing which the whole responsibility for any delay in the reimbursement of wages Bill of the Service Provider shall rest with him and not with PEC University of Technology, Sector-12, Chandigarh. Further, he shall arrange the disbursement of wages to the persons so deployed by him in PEC University of Technology, Sector-12, Chandigarh duly through crossed cheque except in cases of utmost urgency and in the presence of the authorized officials /officer(s) of PEC University of Technology, Sector-12, Chandigarh. The Service Provider shall ensure that the cheques issued by him should not be dishonored under any circumstances in which case liability shall solely be of service provider. The responsibility for issuance of Annual statement of EPF deposits and ESI cards to the persons deployed solely lies with the Service Provider.
- 5. The Service Provider after disbursing the payment of wages to all the persons deployed by him during the month for the execution of this Agreement by 7<sup>th</sup> of every following month, shall submit his monthly wage bill for reimbursement by the 4<sup>th</sup> of month on the basis of original attendance.

#### 6. Accounts and Records

- (a) The Service Provider shall maintain accurate record, statement of all its operations and expenses in connection with its functions under this agreement in the manner specified by the PEC University of Technology, Sector-12, Chandigarh.
- (b) The Service Provider shall be required to produce all the original record such as

Muster Rolls, Ledger etc., if required, to the Internal Audit Cell working under the control of Assistant Controller Finance & Accounts (AC F&A) in PEC University of Technology, Sector-12, Chandigarh.

- (c) The Service Provider shall forthwith upon being required by the PEC University of Technology, Sector-12, Chandigarh of any of its authorized representatives to inspect, audit or take copies of any records maintained by the Service Provider. The service provider shall also cooperate in good faith with the PEC University of Technology, Sector-12, Chandigarh to correct any practice which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the PEC University of Technology, Sector-12, Chandigarh. However, upon discovery of any discrepancies or under payment, the Service Provider shall immediately reimburse the PEC University of Technology, Sector-12, Chandigarh for such discrepancies or overcharge.
- (d) The Service Provider shall have to comply with the applicable provisions of all Labour welfare legislation and more particularly with the Contract labour (Regulation and Abolition) Act, 1970 and Rules framed there under from time to time, for carrying out the provisions of this Agreement. He shall further observe and comply with all Government laws concerning employment of persons deployed by him and shall alone be responsible to make monthly wages/ salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. to his employees, which in any case shall not be less than the Minimum Wages as fixed or prescribed under the Wages Act 1936, Minimum Wages Act, 1948(Act XI of 1948) Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under for the category of persons employed, from time to time or by the Central or State Government and/ or any authority constituted by or under any law shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that Service Provider is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of laws.

# ANNEXURE-E PEC University of Technology TECHNICAL BID

### PROFORMA FOR EVALUATION OF TECHNICAL PROFORMANCE OF THE TENDER

1	Name of the Person /Organization/Firm Location of his office with complete Address both residential and permanent and Telephone /Fax Nos. given?	Yes / No
2	Status of Organization (whether Private/Public sector-undertaking/Sole Proprietor /Partnership /Cooperative Society etc.? If so, a copy of the constitution / partnership deed of the firm duly registered with Registrar of Firms has been attached?	Yes / No
3	Whether a copy of Resolution passed by the Executive body authorizing the specific Officer/partner for signing the documents for this tender has been attached?	Yes / No
4	Whether the Bid guarantee (Earnest Money Deposit) in the form of Demand Draft//fixed deposit receipt, banker's cheque or bank guarantee from commercial bank in an acceptable form, which is valid for one year and drawn in the name of the Director, PEC University of Technology, Sector-12, Chandigarh, for an amount pertaining to security service has been attached?	Yes / No
5	Whether the Technical bid have been attached?	Yes / No
6	Whether an affidavit on the Non-judicial stamp paper, duly attested by the Executive Magistrate, regarding non-black listing/non-prosecution of tenderer / firm has been attached?	
7	Whether each page of the tender documents at Annexure A to H and other enclosures signed / initialled by the tenderer and also the forwarding letter has been uploaded by authorized signatory?	Yes / No
8	Whether self-attested copy of latest Income Tax return /PAN No. issued by the competent authority has been attached?	Yes / No
9	Whether the self-attested copy of Service Tax No. /GST number issued by the competent authority has been attached?	Yes / No
10	Whether self-attested copies of all registrations / permissions / license etc. such as valid Labour License / License issued under Private Security Agencies (Regulation) Act, 2005 (in case of Security Services Module), EPF, ESI, EDLI License / Code number, which are required under any Labour Law and other Legislation for providing the services under the service Agreement have been attached?	Yes / No
11	Whether the tenderer(s) has attached a certificate to the effect that he has a minimum experience of 5 years, has at least 200 guards on its pay rolls, has at least 3 running contracts with prestigious clients with more than 50 guards serving one client?	Yes / No
12	Whether a certificate attached to the effect that the tenderer is able to Provide the services as mentioned in the scope of work at Annexure A?	Yes / No
13	Whether a certificate (AnnexI) attached to the effect that satisfactory report during last three years by any of his clients.	Yes / No
14	Proforma having names of current clients – Annexure - J	Yes / No
15	Whether a copy of latest audited Balance sheet attached?	Yes / No
16	ISO Certificate	Yes / No
	Whether Copies of audited financial statements shall be added as proof of	
L_	minimum annual turnover of Rs. 5.0 Crore in each of last three financial years	
17	i.e. 2013-2014, 2014-15 and 2015-16.	Yes / No
18	Any other relevant information	Yes / No

Place	Signature of the Tendere		
Dated	-		

### ANNEXURE-'F' Price Schedule

Sr. No.	Category	No.	Unit	Rate per unit in Rupees per month	Amount per month in Rupees		
1	Personnel						
1.	Security Inspector (3+1)	04	Each				
2.	Security Guard (SG), Security	59	Each				
3.	Guard-cum-Helper (SGH)		Each				
11	Communication						
1.	Mobile Phones	10	Each				
III	Equipment						
1.	Hand-held Metal Detector (HHMD)	2	Each				
2.	Inspection Glass Mirror for vehicle checking	2	Each				
3.	Door Frame Metal Detector (DFMD)	1	Each				
4.	Two motorized two wheeler	02	each				
5	one Portable Alcohol Breath analyzer	1	each				
IV	Administrative Charges						
V	GST @% (as applicable)						
VI	Total monthly package						

Total monthly package in words:	Rupees	

### Note:

1) The numbers shown above are only indicative and the actual nos. will be decided by the Institute in consultation with the Security Agency from time to time, and depending upon the threat perception as perceived by the Institute.

2) The quoted rates should be inclusive of all taxes, levies, statutory liabilities, bonus payable to the personnel employed in the security of the campus, if any, accidental expenses incurred by the company in execution of the work, cost of consumable & non consumable items, equipment, profit & overheads of the company and any other known and unforeseen expenses. The rates shall be net and nothing extra shall be payable over & above the accepted rates.

The quoted rates must also take into consideration the minimum wages applicable to trained security guards, contribution towards ESI, PF, Insurance, bonus etc.

3) The rates of the individual items accepted by the Institute shall remain valid for the modified numbers also and no claim on account of curtailment / additional quantum of work shall be entertained by the Institute.

(Signature of the Contractor)
[Seal]

## ANNEXURE-'G' UNDERTAKING

I/ We (Name)						
Service Provider/Partner/Sole Pro	priet	or (Strik	e out whic	h is not	applicat	ole)
of (Firm)	do	hereby	solemnly	affirm,	declare	as
under:-						

a) That I / We undertake to furnish a valid Labour License in the relevant trade/ field employing not less than the number of persons as mentioned in the Scope of work at (Annexure-C) for the execution of this service contract duly issued by the competent authority of the concerned Govt from where the working experience certificate (s) have been furnished alongwith the tenders.

In case I / We do not possess the valid labour license issued by the Chandigarh Administration in the relevant trade/ field for which the tender(s) have been furnished, I / We will submit an undertaking in the shape of an affidavit to the effect that the required Labour License will be obtained from the Chandigarh Administration , if succeeded, in getting the service contract and furnish the same to this PEC University of Technology within 7 days from the date of assignment , failing which the tender may be rejected and Earnest Money forfeited.

- (b) I / We undertake that I /We shall obtain all Registration(s) / Permission(s) /License (s) etc which are /may be required under any labour law or other Legislation(s) for providing the services under this Agreement.
- (c) It is my / our responsibility to ensure compliance of all the Central and State Government rules and Regulation with regard to the provisions of the services under this Agreement. I / We shall indemnify and shall always keep PEC University of Technology, Sector-12, indemnified against all losses, damages, claims, actions taken against PEC University of Technology, Sector-12, by any authority/office in this regard.
- (d) I / We undertake to comply with the applicable provisions of all welfare legislation and more particularly with the Employment

Exchange Act 1959, Contract Labour (Regulation and Abolition) Act, 1970 for carrying out the purpose of this Agreement. I shall further observe and comply with all Government laws concerning employment of staff employed by me / us and shall alone be responsible to make monthly wages/ salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. to my/our employees, which in any case shall not be less than the Minimum Wages as fixed or prescribed under the Wages Act, 1936, Minimum Wages Act, 1948 (Act XI of 1948), Chandigarh Contract Labour (Regulation & Abolition) Act, 1970, Private Security Agencies (Regulation) Act, 2005 and rules framed there under for the category of persons employed by me / us from time to time or by the Central or State Government and/or any authority constituted by or under any law shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that I / We am/are fully responsible to ascertain and understand the applicability of various Acts, and take necessary action comply with the requirements of laws.

(e) I / We shall give an undertaking by the 22<sup>nd</sup> of each month in favour of the PEC University of Technology that I / We have complied with all the statutory obligations.

(SIGNATURE)

### **ANNEXURE-'H'**

I/We, ( <i>Name</i> )	
(Firm)individual/firm/companies are Governments/ Union Territorie Organizations /Research Institu	Proprietor(strike out which is not applicable) of do hereby solemnly affirm and declare that the not black listed/prosecuted by any Central/State es/ Departments/Offices/Statutory Bodies/ Autonomous utions/ or by any court of law and any partner or share directly connected with or has any subsisting interest in
	DEPONENT
Place Date	Address
	Verification
	ontents of above affidavit are true and correct to the pelief. No part of it is false and nothing has been kept
Place Date	DEPONENT
(Note: To be furnished on non-jute Executive Magistrate)	udicial stamp paper of Rs.15/- duly attested by the

### **ANNEXURE - I**

### TO WHOM IT MAY CONCERN

It is certified that M/s, has /have been providing security services to our organization at our premises (address of location)							
	from to He has deputed security personnel for this purpose.						
	During the said	period, the wo	rk of the Security Age	ency has been satisfactory.			
Date .				Authorised Signatory			
( Note – The certificate must be given on the letter head of Organization with latest phone numbers)							
OR							
Certificate							
It is certified that during the last three years, my/our firm has provided/ been providing Security Services to various organizations as per following details:							
S.No.	Name of Organisation	Address of location	Period from to-	Number of security personnel deployed			
1							
2			l				

Date

**Authorised Signatory** 

(Note – The certificate must be given on the letter head of Organisation with latest phone numbers)

Annexure - J

### **Details of current Clients -**

S.No	Name of	Address of	Period from	Number of	Contact Person of
	Organisation	Location	to	security	organization- Name,
				guards	Designation, Phone
				deployed	number

Date

**Authorised Signatory** 

( Note – The certificate must be given on the letter head of Organisation with latest phone numbers).