

# **INDIAN INSTITUTE OF TECHNOLOGY KANPUR**

## **REGISTRAR'S OFFICE**



## **TENDER DOCUMENT**

### **FOR**

Providing round the clock contractual security services to the campus of

**INDIAN INSTITUTE OF TECHNOLOGY KANPUR**

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

1. The Registrar, IIT Kanpur on behalf of Board of Governors, hereby invites bids from reputed **Security and Intelligence Agencies** with nationwide presence, for providing contractual security and ancillary services round the clock for the campus of Indian Institute of Technology Kanpur (hereinafter referred to as the Institute). Only such agencies that fulfill the following requirements, shall be eligible to apply;
  - i) Registration under the Private Security Agency (Regulation) Act, 2005,
  - ii) Registration under EPF & MP Act, 1952 and ESI Act, 1948,
  - iii) Has been in contractual security business continuously during preceding five years,
  - iv) Minimum 500 guards have been on its payrolls during the last three financial years, i.e., 2011-12, 2012-13, 2013-14.
  - v) Organized training arrangements for security personnel with clear recruitment policies.
  - vi) Has at least five running contracts for providing security services of annual value not less than Rs. 50 lakh for each contract.
  - vii) Annual turn-over for each year during the preceding three years should not be less than Rs. 1.5 crore each year, i.e., 2011-12, 2012-13, 2013-14.
  - viii) Has the capability to provide vehicles and licenced radio/ wireless equipments for communication.

Applicants may obtain the tender document from the office of the Security Officer, IIT Kanpur on payment of Rs. 1000/- or download it from the website: <http://www.iitk.ac.in/infocell/tender/registrar/>. Applications, duly supported by prescribed Annexures will be received up to 1500 hrs on October 20, 2014. The downloaded tender documents must be accompanied with a Demand Draft of Rs. 1000/- drawn in favour of 'Registrar, IIT Kanpur'. The technical bids shall be opened on October 20, 2014 at 1600 hrs to be followed by presentations by eligible bidders on November 01, 2014 during 1000 to 1600 Hrs. The financial bids shall be opened on November 07, 2014 after evaluation of the technical bids as well as the presentations. Institute reserves the right to reject any or all the tenders/bids without assigning any reason thereof.

No. IITK/A-54/LC

Dated : 15<sup>th</sup> September, 2014

Registrar, IIT Kanpur

**SECTION- 1****BRIEF DESCRIPTION AND SCOPE OF SERVICE**

The campus of Indian Institute of Technology Kanpur is a sprawling estate built over a prime land of approximately 1000 acre located strategically at the outskirts of Kanpur city on Kolkata-Delhi Highway No.-34. It is situated at a distance of 16 Km. from Kanpur Central Railway Station.

The Institute has within its premises the following capital assets.

<b>Sl. No.</b>	<b>Description Of Building</b>	<b>Plinth Area (Sqm)</b>
	<b>Academic Area :</b>	
1.	Faculty Building	13700
2.	P K Kelkar Library Building	3000
3.	Computer Centre Building	2000
4.	Computer Science and Engg. Building	3200
5.	ACMS Building	3050
6.	ACES Building	2445
7.	Chemical Engg. Building	4908
8.	Samtel Centre Building for Display Technology	1687
9.	Aerospace Engineering Building	1778
10.	National Wind Tunnel Facility Building	412
11.	Lecture Hall Complex (Ph-I) Building	3829
12.	Lecture Hall Complex (Ph-II) Building	2617
13.	Tutorial Complex Building	1204
14.	Northern Lab – I Building	4115
15.	Northern Lab – II Building	4908
16.	Western Lab Building	8950
17.	Southern Lab Building	7413
18.	Core Lab Building	6014
19.	Western Lab Extension Building	8950
20.	North-West Lab-I & II Building	10393
21.	Flight Engineering Lab & Air Craft Hanger	1691
22.	Rajeev Motwani Building	3675
23.	Microscope Building	1030
	<b>Schools :</b>	
24.	Kendriya Vidyalaya	3299
25.	Campus School	1589
	<b>Hostels :</b>	
26.	Hall for Boys No.-I	12900
27.	Hall for Boys No.-II	11000
28.	Hall for Boys No.-III	11000
29.	Hall for Boys No.-IV	10300

30.	Hall for Boys No.-V	10300
31.	Hall for Girls No.-VI	4000
32.	Hall for Boys No.-VII	10600
33.	Hall for Boys No.-VIII	12000
34.	Hall for Boys No.-IX	13157
35.	Hall for Boys No.-X	15876
36.	Hall for Boys No.-XI	15876
37.	Hall for Girls ( New)	6150
38.	RA Hostel	2000
39.	New RA Hostel	1800
40.	GH Tower	6619
41.	Visitor's Hostel	2974
	<b>Residential Accommodation:</b>	
42.	Director's Residence	353
43.	Type-V (60 nos. @ 256 Sqm.)	15360
44.	Type-IV (175 nos. @ 177 Sqm.)	30975
45.	Type-III (170 nos. @ 126 Sqm.)	21420
46.	Type-II (189 nos. @ 80 Sqm.)	15120
47.	Type- I (192 nos. @ 60 Sqm.)	11520
48.	Type-IA (268 nos. @ 35 Sqm.)	9398
49.	S.B.R.A. (132 nos. @ 51 Sqm.)	6732
50.	Faculty Apartments	12363
	<b>Students Activity:</b>	
51.	Student Activity Centre	1383
52.	Auditorium	2580
	<b>Sports:</b>	
53.	Swimming Pool	1608
54.	Gymnasium Hall	400
55.	Badminton Hall	476
56.	Sport Stadium	417
	<b>Utilities &amp; Services:</b>	
57.	IWD Centre Office	440
58.	Nursery	384
59.	Community Centre -I & II	700
60.	Health Centre	1986
61.	Shopping Centre	2051
62.	Convenient Shopping- I & II	285
63.	State Bank of India	270
64.	Union Bank of India	70
65.	Post Office	140
66.	Police Chowki	18
67.	NCC Building	586
68.	Security Office	270
69.	Security Barracks	816
70.	Generator House	476
71.	7 nos. deep tube wells	286

72.	8 nos. sump wells	153
73.	2 nos. oxidation ponds	13549
74.	Sub-Station nos. I,II,III, IV & V	213
75.	Central Store	2100
	Total	3,40,868 Sq.m.

The resident's population of the campus, comprising of the students, faculty and officials with their families and servants and people engaged in commercial activities etc., is approximately 18,000. In addition to this, a substantial number of visitors visit the campus everyday for various purposes.

### **SCOPE OF SERVICE**

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

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

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

### **Communication, transport and manpower requirements:**

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

Security Officer, Inspector and Supervisors	:	25
Dog with handler	:	02
Riflemen with valid arms licence	:	10
Security Guards	:	215 or more
Vehicles (1 SUV + 1 Four wheel drive, like Jeep)	:	02
Paddle cycles	:	30
Wireless ground station	:	01
Wireless vehicle mounted	:	02
Hand held walkie-talkie set	:	30

These are only estimated requirements mentioned herein for giving an idea of the extent of resources and quantum of work involved and do not necessarily indicate the actual requirements.

**GENERAL INFORMATION AND INSTRUCTIONS**

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



iii) constituted attorney of the firm.

Provided that,

- a) In case of (b) above, a copy of the partnership deed or general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of attorney should be furnished.
  - b) In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender offer and every partner of the firm should sign all other related documents.
  - c) A person signing the tender form or any other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the Institute may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract / intended contract at the risk and cost of such person and hold the signatory liable to the Institute for all cost and damages arising from the-cancellation of the contract including any loss which the Institute may have incurred on account of execution of contract / intended contract.
  - d) Individual signing the tender or other documents connected with the contract shall indicate the full name below the signature and must specify the capacity and authority under which he signs such document and shall also submit documentary evidence of his authority duly attested by a Notary Public.
8. Every page of the technical bid as well as the financial bid must be signed by the competent person under seal.
  9. The bids will be accepted in two wax sealed envelopes, super-scribed as “Technical Bid for providing security services at IIT Kanpur” and another as “Financial Bid for providing security services at IIT Kanpur”. Further, both the envelopes should be packed in one single wax sealed envelope super-scribed as “Technical and Financial Bids for providing security services at IIT Kanpur”
  10. The tender document shall not be opened if the Earnest Money is not furnished.

11. A prospective bidder, requiring any clarification of the Bid Documents shall notify the Registrar, IIT Kanpur in writing or by Fax at his mailing address. 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 submission of the bids. Copies of the query and clarifications by him shall be sent to all the prospective bidders who have received the bid documents.
12. The entire documents shall be submitted by the bidder under a letter of transmittal in **Form I**, which must be printed out on the letter head of the bidder. The letter shall invariably contain the Email address, telephone/cell phone number and Fax number of the firm.
13. The bidder shall invariably submit the Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees one lakh only) in the form of Demand Draft of any scheduled / Public Sector / MNC bank, drawn in favour of the Registrar, IIT Kanpur and payable at Kanpur.
14. The Earnest Money of the unsuccessful bidders shall be refunded within a month without any interest after the written acceptance of tender by the successful bidder is received. However, the EMD of the successful bidder shall be converted into security deposit and held by the Institute as performance guarantee for the entire period of contract but no interest shall be payable on the Earnest Money and the same shall after the expiry of the contract be refunded within 3 months after it is applied for by the Contractor.
15. At any time, prior to the date of submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment.
16. The amendments shall be notified through the Institute website and prior to the date of submission of bids and these amendments shall be binding on the bidders. However, in order to allow the prospective bidders a reasonable time for taking the amendments into account while preparing their bids, the Institute may, at its discretion, suitably extend the deadline for the submission of bids.
17. The tender shall remain valid for a period of 90 days from the date of its submission. If a bidder withdraws or modifies the offer within this period, his tender shall be cancelled and 100% (hundred percent) of the Earnest Money deposited shall be forfeited. In exceptional circumstances, the Institute may request the bidders' consent for an extension of the period of bid validity. A bidder may, however, be at liberty to refuse the request

without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of bid will not be allowed to modify his bid.

18. Anyone or more of the following action/commission/omission are likely to cause summary rejection of the bid:
  - i) Any bid received late by any mode whether by physical delivery, courier or through post after the specified closing time.
  - ii) Any bid not accompanied by required Earnest Money Deposit (EMD).
  - iii) Quotations from bidders, who have not purchased the bid documents.
  - iv) Any bid received unsealed or improperly sealed.
  - v) Any conditional bid or bid offering rebate.
  - vi) Any bid in which rates have not been quoted in accordance with the specified formats / details as specified in the Bid Document.
  - vii) Any bid received without and latest attested ITCC copy.
  - viii) Any effort by a bidder to influence the Institute in the bid evaluation, bid comparison or contract award decision.
  - ix) Any bid received with period of validity of bid shorter than 60 days.
19. The award of work order, when issued to the successful bidder, shall constitute the contract with collateral support from the terms and conditions of the tender, besides the invitation notice as well as formal agreement, all of which shall finally form the contractual obligations to be adhered to and performed by the bidder and non-performance of any of such obligations shall make the bidder liable for all consequential effects.
20. The successful bidder shall have to execute an agreement with the Institute on a non-judicial stamp paper of Rs. 100/- (Rupees one hundred only) or of the value as may be applicable at the time and commence the work within 01 (one) month from the date of award, failing which the Institute shall be at liberty to forfeit the earnest money and proceed to appoint another agency, as it may deem fit.
21. The bidders are advised to refrain from stipulating any conditions, rebates etc. in violation of the terms of the tender. The Institute reserves the right to reject such tenders in which conditions of rebate is stipulated, without assigning any reason thereof.

22. For the purpose of submission of the bids, following dates shall be strictly adhered to by the Institute;
- a) Last date for submission of bids : 20.10.2014 (1500 hrs)
  - b) Opening of technical bids : 20.10.2014 (1600 hrs)
  - c) Presentation by the bidders : 01.11.2014 (1000 to 1600 hrs)
  - d) Opening of financial bids : 07.11.2014 (1500 hrs)

**Particulars Provisional**

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

**Campus visit:**

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

**TECHNICAL BID**

The Technical Bid shall also include the Presentation to be made by each Firm. The following are the minimum basic requisites for being eligible and participating in the bidding-process. The firms shall also submit the copies of all relevant documents referred to hereinafter along with their Technical Bids

**Initial criteria for submission of bid:**

1. The Firm must have obtained the requisite licence from the competent authority prescribed under the Private Security Agency (Regulation) Act, 2005; and licence should be valid and subsisting as on the last date of bid.
2. Average annual financial business turn over of the company on security services should be at least Rs. 1.5 crore (one Crore and fifty Lakhs) during each of the last 3 (three) preceding financial years, i.e., 2011-12, 2012-13 and 2013-14. For the purpose, the bidder should furnish the following financial information:
  - i) Annual financial statement for the last 3 (three) years **(in Form ‘A’)** should be supported by audited balance sheets and profit and loss accounts, duly certified by a Chartered Accountant, as submitted by the applicant to the Income Tax Department.
  - ii) Name and address of the Banker familiar with the applicant’s financial standing and Banker’s statement on availability of credit.
  - iii) The bidder should also submit the Solvency Certificate along with the bid document.
3. The agency must have at least 5 (five) running contracts of the annual value not less than Rs. 50 (Fifty) lakhs each. Copies of work order or certificate of monthly billing from the client must be enclosed as documentary evidence. The bidder in this regard should furnish the following particulars:
  - i) List of all contracts of similar class of business successfully completed during the last five years **(In Form ‘B’)**
  - ii) List of the contracts under execution or awarded **(In Form ‘C’)**
  - iii) Particulars of completed contracts and performance of the applicant, duly authenticated /certified by a Senior Officer of the client **(In Form ‘D’)**
4. The bidder is required to submit the following particulars in respect of his organization **(In Form ‘E’)**:

- i) Name and postal address including Telephone Number, Fax Number and e-mail addresses etc.
  - ii) Copies of original documents defining the legal status, place of Registration & principal places of business.
  - iii) Names and title of Directors and officers to be concerned with proposed contract for IIT Kanpur, with designation of individuals authorized to act for the organization.
  - iv) Information on any litigation in which the applicant was involved during the last 5 (five) years, including any current litigation.
  - v) Authorization from employers for seeking detailed references by the Institute.
5. The firm should have minimum 500 permanent guards on its rolls during the last three years i.e., 2011-12, 2012-13 and 2013-14. It should also have a clear regular recruitment policy. The bidder must furnish the details of employees currently on their rolls **(In Form F)**.
  6. The firm must have the capability to provide vehicles and licensed radio/wireless equipment for communication. The firm must submit **(In Form G)** a list of communication equipment and transport owned by the firm.
  7. The company should be in the security & intelligence business for at least 5 (five) years consecutively in the preceding years.
  8. The firm should have EPF, ESI and Sales/Trade Tax Registrations.
  9. The firm should have properly organized training arrangements for its security personnel. Full details of such training, including the institutions utilized for training, duration of training and available training aids should be furnished.
  10. The firm should have national level presence in the security business.
  11. The firm should have on its rolls trained personnel with pleasant behaviour. The firm has to provide security guards who are non-locals. The Unit Commanders should be at least Graduate with minimum an experience of minimum two years at his level and should be capable of working computer.
  12. The firm must submit letter of transmittal **(In Form I)** along with the technical bid.

**Presentation:**

13. The presentation shall be made by an authorized representative of each firm before the tender opening committee constituted to oversee the entire tendering process. The representative should be in a position of answering all the queries related to the firm. The presentation is to cover the following aspects of the firm;
- i) Brief introduction of the firm.
  - ii) Certificate of registration of the firm.
  - iii) Clients served/being served by the firm.
  - iv) Recruitment policy of the firm.
  - v) Infrastructures of the firm.
  - vi) Facilities for imparting training to its personnel.
  - vii) Capability to deal with critical situations.
  - viii) Any other aspects of significance.
14. The Institute shall provide a laptop and requisite hardware to facilitate making of presentation. After presentation, a hard copy of the presentation is to be provided to the Tender Opening Committee.

**Evaluation of Technical Bids:**

The Technical Bids shall be evaluated by the Committee constituted for the purpose in the following manner;

15. The bid will first be scrutinized on the basis of the initial criteria prescribed in paras 1 to 14 above of Section-III, and accordingly the bidder's eligibility will be determined.
16. The next phase of evaluation shall be undertaken on the following criteria:
- i) Financial Strength (Form-A)
  - ii) Experience in similar class of business (Form-B)
  - iii) Contracts under execution/awarded (Form-C)
  - iv) Performance on these contracts (Form-D)
  - v) Structure of the company's organization (Form-E)
  - vi) Details of employees on the rolls of the company (Form-F)
  - vii) List of Equipment & Transport (Form-G)
17. The details given by bidders in the technical bid document and the presentation will be evaluated by grading method on the basis of the documents submitted by them;
- i) Excellent A Grade
  - ii) Very Good B Grade
  - ii) Good C Grade
  - iv) Fair D Grade

18. The financial bids of only such bidders shall be opened and considered who, among the criteria described in clause 16 above, secure **A grade in at least 4 (four) categories and B Grade in the remaining categories. Firms securing below B Grade in any of the categories of the Technical bids shall be disqualified.**
19. Even though the bidders may satisfy the above requirements, they may be disqualified. if they have:
  - i) Made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.
  - ii) Records of poor performance such as abandoning work, not properly completing the contract or financial failure/weaknesses.
  - iii) The Confidential enquiry reveals facts contrary to the information provided by the applicant.



## SECTION IV

### FINANCIAL BID

1. The bidders are advised to quote their rates in **Form H**, i.e., the Price Schedule for each item. The rates should be minimum acceptable rates as per the details provided in **Form H**.
2. The rates quoted in the Price Schedule shall be inclusive of all taxes, levies and statutory liabilities, the wages of the personnel including the incentives if any, cost of minor equipment such as batons, torch etc., consumables such as electricity etc., uniforms of the personnel, contingent expenditure incidental to the work and contractor's profit etc.
3. No payment other than as specified in the price schedule **Form H** for each item and which has been duly accepted by the party, shall be payable to the successful bidder.
4. The Institute does not bind itself to accept the lowest or any other tender. The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award of contract without assigning any reason, whatsoever and without thereto, incurring any liability to the affected bidder or bidders on the grounds of the Institute action.
5. The Institute further reserves the right to decide on fair and reasonable price of the services tendered for and counter offer the same to the bidders. All other terms and conditions of the tender shall remain operative even in case of a counter offer rate having been offered to the bidders. The Institute also reserves the right to negotiate with L-1 bidder to arrive at a fair and reasonable price.
6. However, if the prescribed minimum wages are revised upwards by the appropriate Government, which is the Central Government in respect of this Institute, the Security Agency shall be bound to revise the wages of the personnel accordingly. The net difference caused due to any upward revision of minimum wages, vis-à-vis the wages applicable on the date of submission of tender shall be reimbursed to the security agency over and above the original contract amount, subject to the production of proof of disbursement of wages at the revised rates. Besides, upto 20% of the basic charges/amount, excluding the charges towards uniform, electricity consumption, employer's part of EPF and ESI contribution etc., shall also be payable to the contractor (to cover its statutory liabilities and profits etc).
7. The security service provided to the Institute is currently not liable for Service Tax. However, the bidder shall take into consideration all the levies and statutory taxes while quoting the tender. However if any fresh taxes, charges etc. are levied by the Local authority / State or Central Govt./ or

other competent authority, subsequent to the date of submission of tender, the same shall be reimbursed by the Institute, provided the documents of proof are submitted in support thereof.

8. The bid on the Price Schedule shall not contain corrections, erasures or over-writing except where it is absolutely necessary to correct errors made by the bidder. Such corrections etc. shall duly be signed and attested by the person or persons signing the bid.

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

**OBLIGATIONS OF THE SECURITY AGENCY**

1. The security agency is required to provide the following services:
  - i) Complete security to the life and property of the residents and the assets of the Institute.
  - ii) Safeguard against trespass.
  - iii) Security cover to various official functions organized by the campus community (campus community includes Institute administration and its various branches).
  - iv) Control of vehicular traffic.
  - v) Maintain vigil and undertake surveillance for control of untoward incidents, specially involving the outside elements.
  - vi) Control of stray cattle and canine menace.
  - vii) Pursuance of cases registered by the community with local police.
  - viii) Assist the Institute in maintenance of day-to-day discipline and smooth running of various activities.
  - ix) Provide timely intelligence inputs to the Institute administration.
  - x) Any other work incidental to the security and ancillary services.
2. The Security Agency in discharge of its duties will be bound by operational parameters given in **Section-VI**.
3. The Security Agency shall make serious efforts to control and eliminate the cattle menace, which include not only cows and buffaloes but also other animals like pigs, monkeys, dogs, blue-bulls and snakes etc., from the campus premises.
4. The Institute shall identify the requirement of personnel and equipment, to be deployed for the security of the campus, in consultation with the Security Agency. However, the tentative requirements, based on past experience, are shown in the Price Schedule. The Institute reserves the right to increase or decrease the quantities specified in the Price Schedule to the extent of 30% (thirty percent) without any change in unit price of the individual items or any other terms & conditions.
5. 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.

6. The Security Agency shall be bound to perform the assigned jobs whether the same are included in the schedule of services or not. The charges for the extra services not mentioned in the Price Schedule, shall be settled mutually.
7. The Vehicles provided by the Security Agency shall compulsorily be in reasonably good condition/preferably brand new, so as to ensure efficient service. The Security Agency has to ensure that the four wheel drive vehicle/jeep deployed for patrolling duty must cover minimum 80km/day within the Institute campus and in the event of any shortfall in the mandatory mileage, the Institute shall deduct an amount @ Rs. 5.00 per km from the bill. However, for the mileage covered over and above 80 kilometers, the Institute shall pay @ Rs. 5.00 per km. The patrolling vehicle being out of order for more than one day will attract penalty points.
8. The Security Agency shall maintain proper liaison and contact with the local police / civil administration etc. for smooth and peaceful day-to-day working of the Institute. The security agency shall be fully responsible for taking follow up action and for pursuing the First Information Reports (FIRs) lodged by the residents of the campus or by the Institute with the police department.
9. The Security Agency shall ensure that the transport and communication equipments, as mentioned in the Price Schedule, are maintained in perfect working order round the clock. In case of any major fault requiring more than three day's time to make them operational, the Security Agency will provide replacements for them free of charge.
10. The Security Agency shall maintain a Complaint Book at the main entrance gate which will be made available to the supervisory staff of the Institute Security and the residents / employees of the campus.
11. In a manner satisfactory to the Institute, the Security Agency shall provide necessary expertise and trained manpower to attend to the various needs of security services at the Institute buildings, hostels, residences and the campus in general.
12. The Security agency shall ensure protection of all properties and personnel of the Institute, whether on its campus or in transit, against trespass and willful harm, by deploying fail-safe preventive measures, providing early warnings and mobilizing trouble -shooting efforts.
13. The Security Agency shall supply trained manpower for the security duties in the campus. It shall also undertake at its expense and to the satisfaction of the Institute, a continual updating of skills and procedures followed by the Security staff. For this purpose the agency shall organize suitable training camps for its cadres from time to time, at its own cost.

14. The Security Agency shall provide resources to assist the principal employer (i.e. the Institute) in conducting Security Audits, Surveys, and Investigations etc. It must also be able to render professional advice on matters relating to security, intelligence and surveillance etc. free of charge.

#### **EMPLOYABILITY OF SECURITY PERSONNEL**

15. Out of total staff to be deployed at the Institute under the agreement, at least 20% staff (under each individual category) should be from Ex-Military/ Paramilitary/ Police Force.
16. The Institute has a right to engage any other security service too any time whenever it felt its requirement.
17. The Security Agency shall have proper standards and procedures for recruitment of guards and supervisors. The Security Agency shall not employ any personnel belonging to the area within a radius of 100 kms from the Institute. Violation of this condition shall be treated as breach of important contractual condition and shall attract penalty points.
18. Every personnel, other than Supervisors, Security Inspectors and Security Officer, deputed by the Security Agency shall be at least matriculate and personnel above the age of 40 years shall not be deployed in the Institute campus under any circumstances. Violation of this condition shall be treated as breach of important contractual condition and shall attract penalty points.
19. The Security Agency shall ensure that before deputing the security staff, they have verified the antecedents of all their staff and shall provide to the Institute a complete dozier of particulars of each security personnel proposed to be deployed along-with the records of police verification, in original. Non-compliance with this provision will be deemed to be violation of the contract and shall render the security agency for penal action against it.

#### **DRESS, DEPARTMENT AND DISCIPLINE OF SECURITY PERSONNEL**

20. The Security Agency shall have a properly designed uniform. The Institute reserves the right to suggest modification in the uniform as it may deem fit, for the proper appearance and turnout of the guards.
21. The Security guards must be smart and properly turned out with boots /shoes, belt, caps, badge, whistle etc., and carry an identity card

incorporating therein the particulars as directed by the Institute from time to time and must be duly attested by the Executive of Security Agency and countersigned by the Security officer of the Institute. A photocopy of these cards along with computer data shall be given to the Institute for record, verification etc.

22. The Security Agency shall provide proper uniform (shoes, caps, canes / stick etc.) entirely at its own cost and expense to every personnel deployed by them in the Institute Campus and in no case, any deduction or charge from the personnel employed, shall be effected. If any instance otherwise defying this provision, comes to the knowledge or notice of the Institute, the security agency shall be liable for adequate penal action including imposition of penal points in this regard.
23. Security Agency shall supply standard uniforms with name-plates/name-tags to the persons engaged on duty. The Institute shall not allow any employee of the Security Agency to work inside the Institute without the uniform. If the uniforms are worn out during the period of contract, it shall be the responsibility of the Security Agency to supply another uniform free of cost to the persons and it will ensure that the persons wear only proper uniform while they are on duty in the Institute. The Security Agency shall get the identity card of each employee attested from the Security Officer of the Institute. The Institute shall not provide any kind of weapons, batons, torch etc. nor incur any expenses in this regard. It would entirely be the responsibility of the Security Agency to supply such minor equipments necessary for discharge of duty.
24. The personnel deployed by the Security Agency in the Institute shall immediately be removed from his duties at the Institute if the Institute on administrative grounds considers such removal necessary. The Security Agency shall also immediately remove any personnel who is found not to be discharging his duties properly or is of doubtful character and after due approval of the Security Officer of the Institute, shall replace him with adequate substitute personnel either on its own motion or on Institute's demand. In case of removal of such personnel and the Institute shall be absolutely immune from any claim, whatsoever, in this regard.
25. If the Institute incurs any expenses or any liability is put on them in connection with the deployment of the employee of Security Agency, the same shall be adjusted from the bills of Security Agency.
26. The Security staff employed by the Security Agency shall under no circumstances join any union of the Institute nor shall they make any claim for service or other matters. They shall also not form any union associated with the Institute and shall have absolutely no claim to subscribe or for election in any of the unions of the Institute.
27. The Security Agency shall be responsible for the good conduct and behavior of its employees. If any employee of the Security Agency is found

misbehaving with the Institute Security Staff, employees, faculty, students or residents of the Institute, the Security Agency shall immediately at their own risk and responsibility, remove/withdraw such employee from the campus of the Institute. The Security Agency and its personnel shall be bound to comply with the instructions, if any given by the In-charge, Security Office of the Institute. The security agency shall accordingly issue necessary instructions to its personnel in this regard.

28. None of the employees of the Security Agency shall enter into any kind of private work within or outside the campus of the Institute. Non-compliance of this provision shall be deemed to be violation of the contract, inviting penal action.
29. The employees of the Security Agency shall be of good character and of sound health and shall not be less than 21 years of age. The upper age limit shall be 40 years and no more in case of Security Guards while in case of Supervisors, It shall not exceed 50 years. The minimum height of the Security staff should be at least 5'-8" except in case of hill tribes. Anyone found below the minimum standards, shall be removed immediately from the institute and the agency shall be liable for penalty points.
30. The Security Agency personnel deployed at IIT Kanpur will stay in the barrack type accommodation provided inside the campus and nowhere outside or other than the accommodation provided by the Institute. Breach of this clause will attract penalty points.

#### **DEPLOYMENT AND SUPERVISION**

31. Employee of the Security Agency shall not work for more than 27 days in a month.
32. The Security services shall have to be rendered in three Shifts, each shift being of 08 (eight) hours. However no Security Guard/Supervisor shall be allowed to perform continuous duty beyond one shift. The security agency shall have the discretion to rotate the duty of security personnel from one shift to another as per the requirement.
33. The security personnel shall remain on duty for 08 (eight) working hours. The personnel shall not leave his place of duty/duty point until his reliever reports for duty. If it is found that the security personnel have deserted their place of duty/duty point by without having been properly relieved, the same will attract penalty points.
34. At no time, shall there be more than 10% of the contracted manpower on leave or absent from the Institute duty. In case of long-term absence due to sickness, leave etc., the security Agency shall ensure replacement and manning of all security posts by overtime without any additional liabilities to the Institute. In addition, no supervising field staff or the guards shall

be removed from Institute duty without seeking prior consent of the Security Officer or any person authorized by the Director in this behalf. Breach of this clause will attract penalty points.

35. The Institute shall have the right to check up, from time to time, the turnout and uniforms worn by the security personnel as well as their fitness to perform guard duty up to the satisfaction of the Institute. The Institute shall also have the right to check and supervise the Security personnel on duty through an Institute level Security Advisory & Executive Committee (SAEC) or any other representative appointed by the Director for the purpose. The decisions of the SAEC shall be binding on the Security Agency.
36. The Security Agency shall have a regular system of training the Guards before deploying them on duty. The Security Agency shall have proper training facility and profession syllabi for the training.
37. The Security Agency shall have a proper system of checking the guards on duty especially during night. Records of the same shall be effectively maintained and shortcomings, if any, shall be immediately rectified.
38. The Security Agency shall at their own expense, and to the satisfaction of the Institute, undertake, a continual updating of the skill, processes and procedures followed by the Security staff employed in the security of the Institute, by organizing suitable training programs for them on routine basis. This training program may be included in their duty, like two hours in a week or so. It may include various aspects of security of a vital installation, expected major threats, and the measures to curtail such threats, use of security equipments, and use of fire arms to armed guards etc.

## **NATURE OF AGREEMENT**

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



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

### **DURATION OF THE CONTRACT**

43. Total duration of the contract shall be 2 (two) years (initially for one year extendable to another year), subject to quarterly appraisal and review by the Security Advisory & Executive Committee (SAEC) of the Institute.

### **TERMINATION OF THE CONTRACT**

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

## **INDEMNIFICATION**

48. The Security Agency shall be responsible for all injuries and accidents to persons employed by them and to fulfill all obligations laid down in the Employees Compensation Act, 1923. The Institute shall be wholly immune and indemnified against any claims, whatsoever, filed in this behalf. However, the Health Center facilities shall be available to the personnel only in respect of the injuries sustained by them in execution of the duties, which shall be restricted to the extent of primary health services only, without any further encumbrances, monetary or otherwise. The Institute shall stand indemnified in respect of the treatment provided under such exigencies and claims, if any.
49. In the event of any loss being caused to the Institute on account of the negligence of the employee of the Security Agency, the agency shall make good the loss sustained by the Institute, either by replacement or on payment of adequate compensation on actual basis.

## **STATUTORY COMPLIANCES**

50. The Security Agency shall comply with all statutory requirements existing as well as those promulgated from time to time, provided under various Acts/ Enactments/ Statutes including the Labour Laws and Misc. other Laws, whichever is/are applicable to the organization of Security Agency and shall be held responsible, accountable, answerable, explainable, as the case may be, for the lapses committed by them in this regard. Further, the Security Agency shall not involve the Institute in any manner, whatsoever, in any dispute with regard to the compliance of the statutory provisions and in case of violation of any law; the Security Agency shall be solely responsible. In case, for violation of any law, including the labour laws etc., any liability is put upon the Institute, the Institute shall stand absolutely indemnified by the security agency in such matters. Any liability in financial terms which is caused for any reason as above or any loss or damage to the property of the Institute, the cost of the same shall be recovered/adjusted by the Institute either from the security agency or from its monthly bills or security deposit, by way of deduction or in any other manner, as the Institute may deem appropriate. In case, any liability is adjusted from the security deposit of the security agency, such short-fall in the security deposit shall be made good by the security agency within 15 days of the matter.
51. The Security Agency shall invariably have its registration under the Employee Provident Fund and Misc. Provisions Act, 1952 and Employees State Insurance Act, 1948 from Kanpur offices of the respective departments and from nowhere else. In case, the security agency does not have its registration at Kanpur under the EPF & MP Act and ESI Act at the

time of bidding, the agency shall ensure obtaining the same from Kanpur offices of the respective departments within one month of the award of the contract.

52. The Security Agency shall be bound to deposit the EPF and ESI contributions only against the code numbers obtained from Kanpur offices of the concerned departments through separate challans which must be exclusively in respect of their workman employed at IIT Kanpur under respective Acts. In no case, the challan shall include any other employee who is not deployed at the Institute. Further, the security agency shall be entitled for payment of the contributions made under the EPF and ESI heads with the concerned departments towards employers share via reimbursement from the Institute only against the submission of original copy of the challans and through no other mode.
53. The Security Agency shall supply a certified copy of their registration under the U.P. Shop & Establishment Act, the Provident Fund Act, ESI Act, other Labor Laws besides Income Tax/Service Tax etc. to the Institute within three months from commencement of this agreement.
54. The Security Agency shall within a reasonable time, apply to the Regional Labour Commissioner (Central) for obtaining a license under the Contract Labour (Regulation and Abolition) Act, 1970 and will submit a copy of the license to the Security Officer of the Institute.
55. The Security Agency shall have to accept absolute responsibility to uphold all obligations of labour, tax, welfare and other ones in respect of its employees in consonance with the laws of the land, against all claims, damages or losses of every nature or kind, whatsoever, ensuring no liability or involvement of the Institute.
56. The Security Agency shall abide by all laws of the land including, Contract Labour (Regulation & Abolition) Act 1970, Employees' Provident Fund & Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948, Minimum Wages Act, 1948 etc., apart from the liabilities of tax deduction, welfare measures for its employees and all other obligations that enjoin in such cases and which are not essentially enumerated and defined herein, though any such onus shall exclusively be on the Security Agency, and the Institute shall remain immune/indemnified from any liability, whatsoever, in such matter. However, if at any time, due to lapse on the part of the part of the security agency, any liability financial or otherwise, is thrust upon the Institute, the security agency shall be liable to make good the loss to the Institute in the manner, the Institute deems appropriate.

## **LIABILITIES AND REMEDIES**

57. The responsibility for taking appropriate security measures shall entirely be that of the Security Agency. The Institute will be entitled for

compensation against the Security Agency, in case a proper inquiry establishes that the theft or loss or damage has been caused due to the negligence of the Security Agency or any of its employees. The said compensation shall be in addition to the findings and recommendations that the joint enquiry may propose. The maximum amount of compensation payable by the Security Agency will be limited to the inspection and supervision charges payable to the Security Agency for the month in which the loss or damage occurs. However, after enquiry, if it is found that such theft or loss or damage has been caused by acts of commission and omission of the personnel of the Security Agency or if the personnel of the Security Agency has either taken active part in such acts or has aided and abetted in the acts of such commission and omission, the Institute or its employees to whom loss is caused, shall be indemnified/compensated by the Security Agency on actual basis.

58. All the assets and articles provided by the Institute shall be the property of the Institute and the Security Agency shall merely be the custodian of such assets and articles. On termination of the security contract either by efflux of time or any time earlier than the stipulated period, as the Institute may decide at its sole discretion, such property shall be handed over to the Institute forthwith.
59. The personnel of the Security Agency shall be provided free barrack type accommodation with cooking facility on campus for the number of persons contracted. The Institute may, at its own discretion, provide separate accommodation to Security Agency personnel subject to payment of the prescribed licence fee by the Security Agency. Such accommodation shall be handed over to the Institute in vacant state on termination of the contract in any manner, whatsoever and/or at any time earlier or within the time limit stipulated in the order of the Institute. In case, the possession is not handed over in the manner as referred to herein above, the Institute shall be entitled to remove the possession of the unauthorized occupants by use of such force as may be necessary. Suitable office space as well as space for dog kennel, if required, shall be provided free of charge by the Institute. The security agency shall also realize appropriate penal rent from the owners of such pets at the rate approved by the Institute. A proper receipt shall be issued by it to the owners of the pets and the amount so realized shall be deposited by the 1<sup>st</sup> of next month with the cashier in Account Section of the Institute.
60. Electricity consumed by the security personnel in the barrack as well as residential accommodation provided to them shall be charged through a separate meter at the prevailing rates and recovered from the monthly bills of the Security Agency. However, electricity for office of the security agency shall be provided free of charge.
61. Any payment, required to be made by the Security Agency to its personnel, in compliance of any of the laws of the land, shall be the sole

responsibility of the Security Agency. This would include specific responsibility with regard to the provision of the Minimum Wages Act and/or any other law, which may be applicable at the time. The Institute will in no case, be responsible for any default, in this regard. Even if any liability because of the provisions of any particular Law becomes that of the Institute, it is clearly agreed that the same shall be deemed to be that of the Security Agency and shall accordingly, be discharged by it. The Institute's liability towards the personnel of the security agency shall be limited to the extent of the contract price accepted by the Institute.

62. In case of any dereliction of duty, gross neglect, an unintended or intended damage caused by the Security Agency or its staff or otherwise, any harm is caused to the Institute, its properties, its designated officials, other employees or residents of the campus, the Security Agency shall be liable to make good the loss or pay the compensation, refund the expenditure on legal/judicial proceedings as well as pay the penalty, as the Director may impose upon it.

### **SUBMISSION AND VERIFICATION OF BILLS**

63. The payment for services under this agreement shall be made on monthly basis, through A/c payee crossed-cheque, drawn in favour of the Security Agency, payable at Kanpur. The cheque shall as far as possible, be paid within 07 working days after receipt of the bill for each calendar month, along with the requisite details of the daily attendance and other records in support thereof, which shall be open for inspection by the Institute. The final payment shall, however, be made only after adjusting all the dues/claims of the Institute.
64. The Security Agency shall submit a certificate along with the monthly bills certifying that the personnel employed by them in the campus of the Institute have been paid the minimum wages, as in force from time to time, in accordance with the provisions of the Minimum Wages Act and that all other statutory requirements in this regard have been complied with.
65. The wages shall be disbursed in the presence of the Security-in-charge of the Institute or any person deputed by the Institute for the purpose.
66. Violation of any provisions of Minimum Wages Act, 1948 shall render the contract liable for termination. The Institute shall also proceed against the defaulting agency as per provisions of the relevant laws.

### **CONFIDENTIALITY**

67. It is understood between the parties hereto that during the course of business relationship, the Security Agency may have access to confidential information of the Institute and it undertakes that it shall not, without the

Institute's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information in any regard, whatsoever. This clause shall survive the period of 5 years from the date of expiry of this Agreement or earlier termination thereof.

### **ENTIRE AGREEMENT**

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

### **AMENDMENT/MODIFICATION**

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

### **SEVERABILITY**

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

### **CAPTION**

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

### **WAIVER**

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

## **GOVERNING LAW AND JURISDICTION**

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

## **ARBITRATION**

74. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement on any matter whatsoever, before/ after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute.
75. If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns / withdraws for any reason from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it, if both the parties consent to this effect, failing which the Arbitrator shall be entitled to precede de-novo.
76. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to the Arbitrator at the time of invocation of arbitration under this clause. It is also the term of the contract that the cost of arbitration shall be borne by the parties themselves.
77. The venue of arbitration shall invariably be at Kanpur.
78. Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof or rules made there under and for the time being in force, shall apply to the arbitration proceedings under this clause.

## **FORCE MAJEURE:**

79. If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, is affected prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events) and notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall due to reason of such event, be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in

performance. The operation of contract shall be resumed as soon as practicable, after such event may come to an end or cease to exist and the decision of the Institute as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at his option terminate the contract.

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

**(R. K. Sachan)**  
**Actg. Registrar, IIT Kanpur**



**PARAMETERS**

1. The main Security objectives of IIT Kanpur are as under:
  - i) Complete security to the life and property of the residents and the assets of the Institute.
  - ii) Safeguard against trespass.
  - iii) Security covers to various official functions organized by the campus community.
  - iv) Control of vehicular traffic.
  - v) Maintain vigil and undertake surveillance for control of untoward incidents, specially involving the outside elements.
  - vi) Control of stray cattle and canine menace.
  - vii) Pursuance of cases registered by the community with local police.
  - viii) Assist the Institute in maintenance of day-to-day discipline and smooth running of various activities.
  - ix) Provide timely intelligence inputs to the Institute administration.
  
2. The Security parameters will therefore comprise of the following aspects;
  - i) Theft related.
  - ii) Patrolling related
  - iii) Discipline
  - iv) General
  
3. A point system will be in operation under which operational failures, depending on the type and frequency, will entail point penalties. The liability of Security Agency will not only be in terms of these points but also to the extent of the recommendations of the Joint Enquiry. Every point will entail a financial obligation of Rs. 500/- on the part of Security Agency subject to a maximum of Rs. 80,000/- or 10% of the gross payment to Security Agency in a month, whichever is less.

**POINTS ALLOCATION**

**1. Dacoity**

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

**THIS WILL ENTAIL IMMEDIATE TERMINATION OF THE CONTRACT.**

## 2. Thefts

Sl. No.	Type of theft	Penalty points (units)
i	Major break in an official/residential premises and theft of goods that need some form of transportation.	100
ii	Major break in a premises and theft of goods that do not need transportation	80
iii	Lock breaking of a premises and theft of goods that need some form of transportation	70
iv	Lock breaking of a premises and theft of goods that do not need transportation	60
v	Lock opening of a premises and theft of goods that need some form of transportation	40
vi	Lock opening of premises and theft of goods that do not need transportation	30
vii	Lock breaking/ opening without any theft	20
viii	Theft of one or more bicycles on a single week	10
ix	Isolated theft of one scooter/ motorcycle	30
x	Theft of more than one scooter/ motorcycle on a single day.	80
xi	Isolated theft of a car	50
xii	Theft of more than 1 car on a single day	100

## 3. Patrolling

Sl. No.	Type of incidence due to patrolling lapse	Penalty points (units)
i	Molestation case, single person involvement.	80
ii	Molestation case where a group of miscreants is involved.	100
iii	Eve teasing case where group of miscreants is involved	50
iv	Molestation / eve teasing / chain snatching case where helps take more than 7 minutes to arrive after reporting.	100
v	Rowdiness / rioting on the campus	40
vi	Patrolling vehicle out of order for more than 01day	50
vii	Patrolling more than two bicycles out of order for more than 01 day	10
viii	Major break in of an official/residential premises and theft of goods that need some form of transportation	300
ix	Strength deployment relative to the deployment chart	25
x	Strength short fall by more than 10% on any given day	50

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

#### **4. Discipline**

<b>Sl. No.</b>	<b>Type of incidence due to patrolling lapse</b>	<b>Penalty points (units)</b>
i	Rude and unpleasant behavior of security personnel with campus resident (for each incident)	30
ii	Non-compliance with instructions /orders.	100
iii	Failure in drill test / random call	50
iv	Recruiting personnel residents of a place located within 100 km from the Institute (for each day after recruitment/deployment)	10
v	Recruiting/deploying illiterate personnel and / or recruiting /deploying personnel of more than 40 yrs, except in case of supervisory staff& above (for each day after recruitment /of deployment)	10
vi	Breach/violation of contractual conditions (for each act of commission/omission) not covered in any of the above Columns	50
vii	Patrolling more than two bicycles out of order for more than 01 day	as per the decision of the SEAC depending on the level of breach

#### **5. General Nature**

<b>Sl. No.</b>	<b>Type of incidence due to patrolling lapse</b>	<b>Penalty points (units)</b>
<i>i</i>	Lack of cattle control in the air strip area	50
<i>ii</i>	Lack of cattle & monkeys menace control in residential area	50
<i>iii</i>	Lack of cattle & monkeys menace control in campus thorough fares	50
<i>Iv</i>	Presence of unwanted elements on the campus	10
<i>V</i>	Rash driving on campus	30
<i>vi</i>	Entry of unauthorized vehicle on the campus	40
<i>Vii</i>	Charging any amounts from employees against supply of uniforms	100

**6. Compounding:**

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

**7. Reward:**

The guards, who are found to be fit for being rewarded, should be rewarded individually, as per the decision of the Security Advisory & Executive Committee (SAEC) of the Institute.

**8. GENERAL MECHANISM:**

**(A) PENALTY POINTS**

The Security Agency shall earn penalty points on different counts as enumerated in this agreement and as per details of **Section VI**. An accumulation of 1000 points imposed on the Security Agency, shall render the security agency for penalty in the manner as is deemed appropriate by the Institute, including the termination of the contract.

Penalty / reward bonus points will be finalized by Security Advisory & Executive Committee (SAEC) once in a month during client co-ordination meeting to be held in the first week of every month. Adjustments will be made at the end of each quarter by first adjusting reward points against penalty points. The net point balance of the penalty will be charged at the rate of Rs. 500/- per point, subject to a maximum of 10% payment in that quarter and will be deducted from the bill due next month. The reward point surplus, if any will be carried forward to the next quarter. No cash reward will be due and payable to Security Agency.

**(B) JOINT ENQUIRY**

The Institute will be entitled for compensation against the Security Agency, in case a proper joint inquiry establishes that the theft or loss or damage has been caused due to negligence of the Security Agency or any of its employees. The said compensation shall be in addition to the findings and recommendations that the joint enquiry may propose. The joint enquiry committee shall be constituted by IIT Kanpur which will be inclusive of one person from the security agency deployed at Kanpur.

**(R. K. Sachan)**  
**Actg.Registrar, IIT Kanpur**

**FINANCIAL INFORMATION**

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

Sl. No.	Details	Financial Years		
		2011-12	2012-13	2013-14
i)	Gross annual turnover in Security & Intelligence services			
ii)	Profit /Loss			
iii)	Financial Position: a) Cash  b) Current assets  c) Current liabilities  d) Working capital (b-c)  e) Current Ratio:  E) Current Assets/ Current Liabilities (b/c)  f) Acid Test Ratio Quick Assets/ Current Liabilities (a/c)			

- II. Up-to-date Income Tax Clearance Certificate
- III. Certificate of Financial Soundness from Bankers of Applicant.
- IV. Financial arrangements for carrying out the proposed works.

*Note: Attach additional sheets, if necessary*

*(Signature of the applicant)*





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

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

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

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

Date:



**DETAILS ABOUT THE ORGANISATION OF THE COMPANY**

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

*(Signature of the applicant)*





**PRICE SCHEDULE FOR SECURITY SERVICES**

Sl. No.	Category	Strength/ Unit Rate per unit	Amount (Rs.)	
			In figure	In words
<b>1.</b>	<b><i>Security Personnel</i></b>			
	i.	Security Officer	01 Each	
	ii.	Assistant Security Officer (ASO)	01 Each	
	iii.	Security Inspector(SI)	03 Each	
	iv.	Security Supervisor/ Trg. Instructor (SS)	20 Each	
	v.	Gunman (GM)	10 Each	
	vi.	Security Guard (SG)	200 Each	
<b>2.</b>	<b><i>Fire Trained Personnel</i></b>			
	i.	Fire Inspector	03 Each	
	ii.	Fire Guard	12 Each	
<b>3.</b>	<b><i>Dogs with handlers</i></b>		02 Each	
<b>4.</b>	<b><i>Transport</i></b>			
	i.	Jeep (Brand New)	02 Each	
	ii.	Paddle Cycles	30 Each	
<b>5.</b>	<b><i>Communication</i></b>			
	i.	Wireless ground Station	01 Each	
	ii.	Vehicle mounted Wireless Set	02 Each	
	iii.	Handheld Walkie-Talkie set	30 Each	
<b>6.</b>	<b><i>Uniforms in every three years</i></b>			
	i.	Uniform sets	04 Each	
	ii.	Jacket for winter season	01 Each	
	iii.	Rain-coat	01 Each	
<b>7.</b>	<b>Profit Margin &amp; Miscellaneous Charges</b>		<b>= Rs.</b>	
<b>8.</b>	<b>Total monthly package (including Profit Margin &amp; miscellaneous charges), in words*</b>		<b>= Rs.</b>	

\* excluding contributions towards ESI, EPF & Bonus, which shall be reimbursed by the Institute.

**Note:**

- 1) The number shown above are only indicative and the actual nos. will be decided by the Security Advisory & Executive Committee (SAEC) 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 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 and non consumable items, minor equipment, profit & overheads of the company and any other known and unforeseen expenses. However, presently no service tax on security services is applicable in this Institute.
- 3) The rates of the individual items accepted by the Institute shall remain valid for the modified numbers also and no claim on account of curtailment / additional quantum of work shall be entertained by the Institute.
- 5) The tenderer shall attach a separate sheet for showing the analysis of rate for each item of the schedule. If he is unable to justify the rates, his offer is liable to be rejected.

**(Signature of the applicant)**  
**Seal**

**LETTER OF TRANSMITTAL**

From: To: The Registrar  
M/s----- Indian Institute of Technology  
----- Kanpur- 208016  
(Tenderer)

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

- 1) Having carefully examined the Tender Document, we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
- 2) We enclose herewith Earnest Money Deposit for a value of Rs. 1,00,000.00 (Rupees one lakh) only, in the form of Demand Draft No.----- dated----- issued by-----, in favour of Registrar, IIT Kanpur payable at Kanpur. (Name of Bank & Branch).
- 3) We certify that we have carefully read each and every condition and the scope of work given in the Bid document and having understood the same we confirm our acceptance without any condition or deviation.
- 4) We agree to keep the Bid valid for a period of 60 (sixty) days from the date of opening of Bid and it shall remain binding on us and may be accepted at any time before the expiry of that period. We also understand that we shall not withdraw this Bid during this period of 60 (sixty) days and in the event of default, The Institute shall have the right to forfeit 100 (hundred) % of the Earnest Money Deposit without assigning any reason.
- 5) Should this Bid be accepted, we hereby agree to abide by and fulfill all terms and conditions of the Bid document and in default thereof, to forfeit the earnest money deposit absolutely. We understand that The Institute is not bound to accept the lowest or any other Bid received, fully or in part thereof.
- 6) Unless and until a formal contract is prepared and executed, this Tender Document together with written acceptance of tender thereof shall constitute a binding contract between The Institute and ourselves.
- 7) We certify that all the statements made and information supplied in the enclosed forms A to H and accompanying statements/documents are true and correct.

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

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

**No. of Enclosures** :

**Date of submission** :

***Signature of the applicant***

Witness:  
(Name & Address)

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