

**TENDER**  
**FOR**  
**PROVIDING ROUND THE CLOCK CONTRACTUAL SECURITY SERVICES TO**  
**THE CAMPUS OF INDIAN INSTITUTE OF TECHNOLOGY JODHPUR**

**NIT NO : IITJ/SPS/PC/SCTY/16-17/14**

**NIT Issue Date and Time** : **14 March 2017**

**Pre-bid Meeting** : **22 March 2017** (1100 hrs)

**Tender Submission Date and Time** : **06 Apr 2017** (1500 hrs)

**Tender Opening Date and Time** : **06 Apr 2017** (1530 hrs)  
(Technical Bid)

**Tender Opening Date and Time** :  
(Financial Bid) (Date Later)



॥ त्वं ज्ञानमयो विज्ञानमयोऽसि ॥

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

**General**

1. The Director, IIT Jodhpur hereby invites bids from reputed **Security and Intelligence Agencies** with nationwide presence, for providing round the clock contractual security and ancillary services for the Permanent Campus at Karwad, (hereinafter referred to as the Institute). Only such agencies that fulfill the following requirements, shall be eligible to apply:-

- (a) Registration under the Private Security Agency (Regulation) Act 2005 (PSARA).
- (b) Registration under EPF & MP Act 1952 and ESI Act 1948.
- (c) Has been in contractual security business continuously during preceding **five years**.
- (d) Minimum 100 guards have been on its payrolls during each of the last three financial years i.e. 2013-14, 2014-15, 2015-16.
- (e) Organized training arrangements for security personnel with clear recruitment policies.
- (f) Have at least one or more running contracts for providing security services of annual value not less than Rs. **2.80 Crore (Rupees Two Crore Eighty Lakh only)** for each contract.
- (g) Annual turn-over for each of the three preceding years should not be less than Rs. **03 Crore (Rupees Three Crore only)** each year i.e. 2013-14, 2014-15, 2015-16.
- (h) Has the capability to provide vehicles and communication equipment, as and when required.
- (i) Should have ISO 9001 Certified Company

2. Applicants may obtain the tender document from the office of Logistics, IIT Jodhpur on payment of Rs. 1000/- or download from website: <http://www.iitj.ac.in>. or Central Public Procurement Portal. Applications, duly supported by prescribed Appendices will be received as per the dates mentioned on the cover page. Downloaded tender documents must be accompanied by Demand Draft of Rs. 1000/- drawn in favour of 'Director, IIT Jodhpur'. The applicant shall also enclose a draft of Rs 11,30,000/- (Rupees Eleven Lakhs Thirty Thousand only) drawn in favour of Director, IIT Jodhpur as Earnest Money Deposit (EMD) along with technical bid. Opening of technical bids will be followed by a presentation a week later for which exact dates shall be intimated while opening technical bids. The financial bids shall be opened in respect of qualified bidders for which dates shall be intimated later by e-mail after evaluation of the technical bids as well as the presentations. Institute reserves the right to reject any or all the tenders/bids without assigning any reason thereof.

Dated : \_\_\_ March 2017

**Officer-Incharge, Store Purchase, IIT Jodhpur**

**NIT No. NIT NO : IITJ/SPS/PC/SCTY/16-17/14 dt 14 Mar 2017**

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## SECTION- 1: BRIEF DESCRIPTION AND SCOPE OF SERVICE

3. Indian Institute of Technology Jodhpur is spread over an area of 842 Acres with capital and human assets to be guarded as under :-

(a) **Sector 'A' (Institute Complex)** – At permanent Campus, Karwad (Jodhpur) includes the blocks with human being, all movable and immovable assets.

(b) **Sector 'B' (Project Office)** – At Permanent Campus, Karwad (Jodhpur) including all movable and immovable assets, human beings residing.

(c) **Sector 'C' (Shopping Complex)**– Karwad (Jodhpur) with all human being, movable & immovable assets.

(d) **Staff Residential Area (GPRA)** – At Kendranchal Colony, Pali Road, (Jodhpur) with all human beings, movable & immovable assets.

(e) Utilities and Services

(f) Any other additional impromptu security requirement arising during various functions, events and ceremonies organized in and around Karwad (Jodhpur) at Permanent Campus.

4. The resident's population of the campus, comprising of the students, faculty, staff and other officials with their families & helpers and people engaged in commercial activities etc, is approximately 1000 with 10% annual increase. In addition to this, a substantial number of visitors visit the campus every day for various purposes.

### **Scope of Service**

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

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

(b) Safeguard against trespass.

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

(d) Regulate and Control vehicular traffic.

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

(f) Control of stray cattle and canine menace.

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

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

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

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

(k) Timely switching on/off of Security Lights

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- (l) Check and ensure that Institute Perimeter is not tampered with.
- (m) Deal with incoming Couriers and Postman. Prevent entry of pseudo couriers.
- (n) Regulate and record access/movement of men, material, machines, equipment, labours, vehicles etc through designated single gate only. This is particularly applicable in respect of all contractors and allied agencies.
- (o) Adhere to Standard Operating Procedure (SOPs) given by the authorities of IIT Jodhpur, which may be modified from time to time by the Director or his nominee.
- (p) Comprehensive control on the keys management of all internal and external doors, lockers, pedestals etc in consultation with the Institute authorities. Key register must be kept upto date at all times.
- (q) The guards on patrol duty will take care and operate where required, all water taps, valves, water hydrants etc, installed in open all over the premises and ensure that the same are safeguarded. These duties shall be performed without any extra financial liability on the Institute.

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

**7. Communication, Transport and Manpower requirements:**

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

|     |                                       |   |   |
|-----|---------------------------------------|---|---|
| (a) | Security Posts                        | : | 62 including 29 Observation Posts (Approx) along the boundary wall. |
| (b) | Unit Commander                        | : | 01 (Under company arrangements. Not to be paid by IITJ).            |
| (c) | Security Supervisors                  | : | 12  |
| (d) | Gunmen with valid arms license        | : | 06  |
| (e) | Security Guards                       | : | 198   |
| (f) | Lady Guards                           | : | 12  |
| (g) | CUG based Mobile Communication System | : | 12 (Three at each complex and three with Supervisors)               |
| (h) | *Paddle cycles                        | : | 06  |
| (j) | Motor Cycle                           | : | 01 (60 km/day)  |
| (k) | Biometric System                      | : | 02 for Agencies own Employees                                       |
| (l) | Fire Fighting                         | : | Equipment/Devices by IITJ. Trained manpower (Guards) by Agency.     |
| (m) | Security Control Room                 | : | Equipment by IITJ and surveillance trained manpower by Agency.      |
| (n) | Handheld Dragon Lights (Rechargeable) | : | 62 (One per Post)   |

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**Notes:**

- (a) **Duty shifts.** Three shifts of 08 hours each in a cycle of 24 hours commencing at 0600 h.
- (b) **Ex Servicemen (ESM).** 20% in each category except Lady guards. All supervisors will be Ex Servicemen only. Exact number to be worked out during deployment.
- (c) **Distribution of CUG based Mobile Sets.** One each at Main gates of all three sectors, Admin block, Type B Accommodation, Hostels, Electrical Lab, Community Centre, Security Barrack, CSE Lab, Mobile Patrolling, Chief Security Officer in Control room.
- (d) **Security Barracks.** shall be constructed during Phase II. Till then limited temporary living accommodation may be arranged e.g. Tents etc by the Vendor under his own arrangements and expenditure. Else, the Security staff may stay out under their own arrangements and own expenditure only. Nucleolus Security Staff may be accommodated in 1 x Barrack likely to ready before move
- (e) These are only estimated requirements mentioned herein for giving an overview of resources and quantum of work involved and do not necessarily indicate the exact requirements. It may increase or decrease.
- (f) \*Maintenance of Motor Cycle, Bicycles, Mobile Sets and Handheld Dragon lights will be the responsibility of Security Agency itself.
- (g) Deployment chart attached as **Appendix P.** (to be displayed during presentation only, hence not enclosed here)

**SECTION-II: GENERAL INFORMATION AND INSTRUCTIONS**

**General Information.**

8. **Basic Information.** To obtain basic information, various forms (A to H) and Letter of transmittal (in form J) for submitting the bids are attached as **Appendices.**
9. All information called for in the enclosed forms should be furnished against respective columns in the forms. Any information furnished in a separate document, cross reference to the same be given against respective columns in each case. Any particulars/ query not applicable in the case of the bidder, it should be stated as **Not Applicable.** However, the bidders are cautioned that not giving complete information called for in the application forms or not giving in clear terms or making any change in the prescribed forms or deliberately suppressing the information, may result to the bids being summarily rejected. Bids made by FAX and those received late will not be entertained.
10. Bids should be in computer print outs. Bidder's name should appear on each page of the bid document.

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11. Overwriting should be avoided. Neatly crossing out, initialling, dating and rewriting shall make correction valid, if any. All pages of bid document shall be numbered and submitted as a package with signed letter of transmittal.

12. An Authorized Senior Officer of the client should sign references, information and certificates from the respective clients certifying suitability, know-how and capability of the bidder.

13. Bidder may attach any additional information, which he feels necessary to establish his capabilities in all respects to successfully complete the envisaged work. The bidder however, is advised not to attach superfluous information. No further information will be entertained once bids are submitted, unless the Institute calls for it.

14. Individual signing the bid or other documents connected with the contract shall indicate full name below the signature and must specify whether he is signing in the capacity of :-

(a) Sole proprietor of the firm or constituted Attorney of sole proprietor, or

(b) Partner of the firm in which case, he must have authority to represent the firm for arbitration of disputes concerning the business of partnership firm either by virtue of partnership deed or power of attorney, or

(c) constituted attorney of the firm.

**(d) It is further clarified that :-**

(i) In case of (b) above, a copy of the partnership deed or general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of attorney should be furnished.

(ii) In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender offer and every partner of the firm should sign all other related documents.

(iii) A person signing the tender form or any other documents forming part of contract on behalf of another, shall be deemed to be warranty that he has authority to sign such documents and if, subsequently on enquiry it appears that the person has no authority to do so, the Institute may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract / intended contract at the risk and cost of such person and hold the signatory liable to the Institute for all cost and damages arising from cancellation of contract including any loss which the Institute may have incurred on account of execution of contract / intended contract.

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

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**16. Preparation of Envelopes.** The bids will be accepted in two wax sealed envelopes, super-scribed as “Technical Bid for providing security services at IIT Jodhpur” and another as “Financial Bid for providing security services at IIT Jodhpur”. Further, both the envelopes will be packed in one single wax sealed envelope super-scribed as “Technical and Financial Bids for providing security services at IIT Jodhpur”

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

**18. Tender Clarifications.** A prospective bidder, requiring any clarification of the Bid Documents shall notify the Store & Purchase Officer, IIT Jodhpur in **writing by eMail or by Fax** through his mailing address at least 48 hours prior to pre bid meeting. He (Store & Purchase Officer) shall respond in writing to any request for clarification of the Bid Documents, which he receives not later than 7 days prior to last date for submission of the bids. Copies of the query and clarifications by him (Store Purchase Officer) shall be sent to all prospective bidders who have received the bid documents.

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

**20.** The bidder shall invariably submit the Earnest Money Deposit (EMD) of Rs. 11,50,000/- (Rupees Eleven Lakh Fifty Thousand only) in the form of Demand Draft of any scheduled / Public Sector / MNC bank, drawn in favour of the Director, IIT Jodhpur and payable at Jodhpur.

**21. Return of EMD.** EMD of unsuccessful bidders shall be refunded within a month without any interest after the written acceptance of tender by the successful bidder is received. However, the EMD of the successful bidder shall be converted/refunded once security deposit is received. No interest shall be payable on EMD/ Security Deposit and the same shall, after expiry of contract without any damages/loss to man or material of Institute or any party, be refunded within 3 months once applied by the Contractor. Security Deposit amounting to Rs 30,00,000/- (Rupees Thirty Lakh only) shall be deposited in the form of Fixed Deposit Receipts/Bank Guarantee within one month of issue of Work Order.

**22.** 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.

**23. Tender Amendments.** The amendments shall be notified through the Institute website and prior to the date of submission of bids and these amendments shall be binding on the bidders. However, in order to allow the prospective bidders a reasonable time for taking the amendments into account while preparing their bids, the Institute may, at its discretion, suitably extend the deadline for bids submission.

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**24. Tender Validity.** 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 extension of bid validity period. 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.

**25. Summary Rejection of Bids:** Anyone or more of the following action/commission/omission are likely to cause summary rejection of the bid:-

- (a) Any bid received late by any mode whether by physical delivery, courier or by post after specified closing time.
- (b) Any bid not accompanied by required Earnest Money Deposit (EMD) and Tender fee.
- (c) Any bid received unsealed or improperly sealed.
- (d) Any conditional bid or bid offering rebate.
- (e) Any bid in which rates have not been quoted in accordance with the specified formats / details as specified in the bid Document.
- (f) Any bid received without latest attested Income Tax Clearance Certificate( ITCC) copy.
- (g) Any effort by a bidder to influence the Institute in bid evaluation, bid comparison or contract award decision.
- (h) Any bid received with bid validity period shorter than 90 days.
- (j) If any bidder has filled more than one bid.

**26. Award of Work.** 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. These will be adhered to and performed by the bidder. Non-performance of any such obligations shall make the bidder liable for all consequential effects.

**27. Execution of Agreement.** Successful bidder shall have to execute an agreement with the Institute on a non-judicial stamp paper of Rs. 100/- (Rupees One Hundred Only) or of the value as may be applicable at the time of work commence **within 01 (one) month from the date of award**, or the date Institute desires whichever is later, failing which the Institute shall be at liberty to forfeit the EMD and proceed to appoint another agency, as it may deem fit.

**28. Unconditional Bids.** The bidders are advised to refrain from stipulating any conditions, rebates etc in violation of tender terms. The Institute reserves the right to reject such tenders in which conditions of

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rebate is stipulated, without assigning any reason thereof.

### **Important Dates**

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

### **Campus Visit:**

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

### **SECTION -III: TECHNICAL BID**

31. The Technical Bid shall also include the Presentation to be made by each Firm. Succeeding paras have the minimum basic requisites for being eligible to participate in the bidding-process. The firms shall also submit the copies of all relevant documents referred in succeeding paras with their Technical Bids

### **Initial criteria for submission of Bid:**

32. The Firm must have obtained requisite license from competent authority prescribed under Private Security Agency (Regulation) Act, 2005; and license should be valid and subsisting as on the last date of bid.

33. **Annual Financial Business.** Average annual financial business turnover of the company on security services should be at least **Rs 2.80 Crore** (Rupees Two Crore Eighty Lakh only) during each of the last 3 (three) preceding financial years, i.e., 2013-14, 2014-15 and 2015-16. For the purpose, the bidder should furnish the following financial information:

(a) Annual financial statement for last 3 (three) years (As per **Form A**) duly supported by audited balance sheets and profit and loss accounts, certified by a Chartered Accountant, as submitted by the applicant to the Income Tax Department.

(b) Name and address of the Bankers familiar with applicant's financial standing and Banker's statement regarding availability of credit.

(c) The bidder should also submit the **Solvency Certificate** along with the bid document.

34. **Ongoing/Executed Contracts.** The agency must have at least 1 (one) or more running contract of the annual value not less than Rs. 2.80 (Two point Eighty) Crore each. Copies of work order or certificate of monthly billing from client must be enclosed as documentary evidence. The bidder in this regard should furnish following particulars:-

(a) List of **all contracts** of similar business class successfully completed during last **five years** showing the experience in security and allied services (As per **Form B**)

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(b) List of contracts under execution or awarded with man power strength (As per **Form C**)

(c) Particulars of completed contracts and performance of applicant, duly authenticated /certified by a Senior Officer of the client (As per **Form D**).

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

(a) Name and postal address including Telephone Number, Fax Number and e-mail addresses etc.

(b) Copies of original documents defining the legal status, place of Registration & principal places of business.

(c) Names and title of Directors and officers to be concerned & co-opted with proposed contract for IIT Jodhpur, with designation of individuals authorized to act for organization.

(d) Information on any litigation in which applicant was involved during last 5 (five) years, including any current litigation.

**36.** The firm should have minimum 100 deployed guards on its rolls during the last three years i.e., 2013-14, 2014-15 and 2015-16. It should also have a clear recruitment policy. The bidder must furnish the details of Executive Officers currently on their rolls (As per **Form F**).

**37. Equipment Details.** The firm must have the capability to provide patrolling vehicle and licensed radio/wireless equipment for communication at Permanent Campus. The firm must submit a list of communication equipment and transport owned as per **Form G**.

**38.** The company should be in the security & intelligence business for at least 5 (five) consecutively preceding years.

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

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

**41.** The firm should have national level presence in security business.

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

**43.** The firm must submit letter of transmittal J along with technical bid.

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**Presentation:**

44. 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;

- (a) Brief introduction of the firm.
- (b) Certificate of registration of the firm.
- (c) Clients served/being served by the firm.
- (d) Recruitment policy of firm.
- (e) Infrastructures of firm.
- (f) Facilities for imparting training to its personnel.
- (g) Capability to deal with critical situations.
- (h) Any other aspects of significance.

45. The Institute shall provide a laptop and requisite hardware to facilitate making of presentation. After presentation, a hard copy of the same (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 as per succeeding Paras.

46. The bid will first be scrutinized on the basis of the initial criteria prescribed in paras 32 to 44 above of Section-III, and accordingly the bidder's eligibility will be determined.

47. The next phase of evaluation shall be undertaken on the following criteria :-

- |   |          |
|---|----------|
| (a) Financial Strength  | (Form-A) |
| (b) Experience in security and allied services                          | (Form-B) |
| (c) Contracts under execution/awarded with strength deployed            | (Form-C) |
| (d) Performance on completed contracts                                  | (Form-D) |
| (e) Company's organizational structure                                  | (Form-E) |
| (f) Details of security and Administrative Officers on the company roll | (Form-F) |
| (g) List of Equipment & Transport                                       | (Form-G) |

48. 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;

- |               |         |
|---------------|---------|
| (a) Excellent | A Grade |
| (b) Very Good | B Grade |
| (c) Good      | C Grade |
| (d) Fair      | D Grade |

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**Quantification of Grades.** Quantification parameters are appended below :-

### QUANTIFICATION OF GRADES

| S No  | Description  | Grades                  |                                   |                                   |                               | Supporting Document@ |
|-------|--|-------------------------|-----------------------------------|-----------------------------------|-------------------------------|----------------------|
|       |  | D                       | C                                 | B                                 | A                             |                      |
| (i)   | Financial strength (Annual Turnover)                   | 2.80 Crore to 3 Crore   | Above 3 Crore and upto 3.50 Crore | Above 3.50 Crore and upto 4 Crore | Above 4 Crore                 | Form A               |
| (ii)  | Experience in Security & allied services               | Less than 3 years       | 3 - 4 years                       | 4 - 5 years                       | Above 5 years                 | Form B               |
| (iii) | Numbers of Contract under execution                    | Less than 2             | 2                                 | 3                                 | 4 and above                   | Form C               |
| (iv)  | Performance on executed contract                       | Fair                    | Good                              | Very Good                         | Excellent                     | Form D               |
| (v)   | Company's Organizational structure (Spread)#           | Spread in 01 states     | Spread in 01 - 02 States          | Spread in more than 03-05 States  | Spread in more than 05 States | Form E               |
| (vi)  | Company's Security and Administrative Officers details | Less than 100           | 101 - 150                         | 151 - 200                         | 201 and above                 | Form F               |
| (vii) | List of Equipment & Transport*                         | Less any more than four | Less any four                     | Less any two.                     | All Five*                     | Form G               |

#### **Notes**

\***(a) List of Equipment and Transport to be provided by the Agency :-**

(i) Motor bike (Two wheeler) (ii) CUG based Mobile Communication system (iii) Biometric system for their own employees (iv) Paddle Cycles

**(b) Capability to handle/operate. Through Agency :-**

(i) Surveillance System (ii) Fire Fighting, Alarm System (iii) Network Cameras (iv) Detective and Investigative capability.

**#(c) Each litigation would imply down gradation by one grade at Ser No (v) of Para 48.**

**(d) Details as per Form A to G are most essential to support Vendors Quantification Grades.**

**49. The financial bids of only such bidders shall be opened and considered who, among the criteria described in clause 48 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.****

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

**(a)** Made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.

**(b)** Records of poor performance such as abandoning work, not properly completing the contract or financial failure/weaknesses.

**(c)** The Confidential enquiry reveals facts contrary to the information provided by the applicant.

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#### SECTION IV: FINANCIAL BID

**51. Price Schedule** The bidders are advised to quote their total monthly cost (TMC) inclusive of all items in **Form H** i.e. the Price Schedule.

**52.** The total monthly cost quoted in the Price Schedule **shall be inclusive of all taxes**, levies and statutory liabilities, wages of the personnel including incentives, if any, cost of minor equipment such as batons, torch, consumables such as uniforms of the personnel, stationery, contingent expenditure incidental to work and contractor's profit etc.

**53.** 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.

**54.** The Institute does not bind itself to accept the lowest or any other bidder. The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to 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.

**55.** Institute will only consider **lowest evaluated responsive bidder** who fulfills all conditions specified in Tender documents

**56. Revision of Minimum Wages** When prescribed minimum wages are revised upwards by the Central Government, the Security Agency shall be bound to revise the wages of the personnel accordingly. The net difference caused due to any upward revision of minimum wages, vis-à-vis the wages applicable on the date of submission of tender shall be reimbursed to the security agency over and above the original contract amount, subject to the production of wages disbursement proof at the revised rates and the Contractor profit on it as per Service Charges % will be paid.

**57. Re-Imbursement of Taxes** The security service provided to the Institute is **currently not liable for Service Tax**. However, if any fresh taxes, charges etc are levied by the Local authority / State or Central Govt/ or other competent authority, subsequent to the date of tender submission, the same shall be reimbursed by the Institute, provided the payment proof is submitted in support thereof.

**58. Avoidance of Corrections** The bid on 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 shall be duly signed and attested by the person or persons signing the bid.

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

**Obligations of Security Agency**

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

- (a) Security Agency is obliged to provision the services specified in Para 5 of Section I above.
- (b) Officer in-charge Security Agency including their Unit Commander will be bound by the operational parameters given in succeeding Paras.
- (c) Security staff shall not indulge in any undesirable/unethical/irrelevant/unprofessional activity while on/off duty when associated with IIT Jodhpur.

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

**SECTION-VI. SECURITY PARAMETERS.**

61. Security Agency shall make serious efforts to control and eliminate cattle menace, which include not only cows and buffaloes but also other animals like pigs, monkeys, dogs, cats, blue-bulls and snakes etc, from the campus premises.

62. The Institute shall identify the exact requirement of personnel and equipment, to be deployed for the security of the campus in consultation with the Security Agency after shifting. However, the tentative requirements based on past experience are shown in Para 7. The Institute reserves the right **to increase or decrease** the quantities specified to the **extent of 30% (thirty percent)** without any change in Service Charge Percentage or any other terms & conditions.

63. **Additional Guards** In addition to the number of personnel listed in Para 7, Security Agency shall undertake to engage / employ and provide additional number of well-trained guards as and when required by the Institute, on reasonable notice, as per accepted Service Charge Percentage given in Price Schedule.

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

65. **Patrolling Bike.** The Motor Cycle (Two wheeler) provided by the Security Agency at Permanent Campus, shall compulsorily be in reasonably good condition/latest Model (2016), so as to ensure efficient service. The Security Agency has to ensure that Two wheel drive Motor Bike deployed for patrolling duty must cover minimum 60 km/day within and around the Institute campus and in the event of any shortfall in the mandatory mileage, the Institute shall deduct an amount @ Rs 3.00 per km from the bill. Amount for minimum 60 km shall not be paid separately. This be included in quoted Service Charge percentage. However, for the mileage covered over and above 60 kilometers, the Institute shall pay @ Rs

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3.00 per km after certification. The patrolling Motor Bike being out of order for more than one day during the month without proper relief will attract penalty points. Specified Service Charge Percentage in Form H be inclusive of patrolling Motor Bike charges/expenditures.

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

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

**68. Availability of Suggestion Book** The Security Agency shall maintain a Suggestion 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.

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

**70.** The Security agency shall ensure protection of all properties and personnel of Institute, whether on its campus or in transit, against trespass and willful harm, by deploying fail-safe preventive measures, providing early warnings and mobilizing trouble -shooting efforts.

**71. Updating of Skills** The Security Agency shall supply trained manpower for the security duties in the campus. It shall also undertake at its expense and to the satisfaction of the Institute, a continual updating of skills and procedures followed by the security staff. For this purpose, the agency shall organize suitable training camps for its cadres from time to time, at its own cost. All Security Guards and Security Supervisors be proficient and competent in fire-fighting and anti-terrorists duties. They should be trained in First-Aid, Disaster management and for exemplary behavior. They shall also act as Instructors in security and fire-fighting duties on behalf of the firm. Security Guards be able to pass the Physical Proficiency Test (PPT) set as per age and professional requirement. Skill updating be carried out on quarterly basis. The trainer be competent enough to impart training on all the a/m subjects.

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**72. Conduct of Security Audit** The Security Agency shall provide resources to assist the principal employer (i.e. the Institute) in conducting Security Audits, Surveys, and Investigations etc. It must also be able to render professional advice on matters relating to security, intelligence and surveillance free of charge. Security agency will maintain following documents at their own cost :-

**(a) For Internal Inspection**

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

**(b) For External Inspection**

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

**Employability of Security Personnel**

**73. Ex-Service Men (ESM)** Out of the total number of Security Guards deployed at least 80% be hailing from any area which fall beyond 200 km from Jodhpur. Out of total staff to be deployed at Institute (including all complexes) under the agreement, at least 20% staff (under each individual category) should be from Ex-Military/ Paramilitary/ Police Force except Lady Guards. All Security Supervisors to be Ex Servicemen only. Category wise 20% distributions shall be as under :-

- (a)** Security Supervisor - 12 (All to be ESM)
- (b)** Gunmen - 02
- (c)** Security Guards (Gents) - 40

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

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

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

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

#### **Dress, Deportment and Discipline of Security Personnel**

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

79. The Security guards must be smart and properly turned out with boots /shoes, belt, caps, badge, whistle etc and carry an identity card incorporating therein the particulars as directed by the Institute from time to time. Same must be duly attested by the Executive of Security Agency and countersigned by the Officer nominated by the Institute. A photocopy of these cards along with computer data shall be given to the Institute for record, verification etc.

80. **Cost of Uniform** The Security Agency shall provide proper uniform (shoes, caps, canes / stick etc) entirely at its own cost and expense to every personnel deployed by them in the Institute Campus. **In no case, any deduction or charge from the personnel employed, shall be effected.** If any instance otherwise defying this provision, comes to the notice of the Institute, the security agency shall be liable for adequate penal action including imposition of penal points in this regard. The uniform articles shall include 2 x shirts, 2 x trousers, 1 x belt with buckle, 1 x pair of boot ankle (DMS), 1 x Baton , 2 x beret with badges, Line yard with whistle, 2 x pairs of Nylon socks, 2 x Name plates, 2 x pairs of title shoulders per year. Above items be of branded company to include Raymonds/JCT Fabrics/S Kumar etc. 1 x Jersy (Uniform colour) shall be issued per year for winters. This jersy be made of branded company i.e. Dhariwal/Oswal/OCM.

81. Security Agency shall supply standard uniforms with name-plates/name-tags to the persons engaged on duty. The Institute shall not allow any employee of the Security Agency to work inside the Institute without the uniform. If the uniforms are worn out during the period of contract, it shall be the responsibility of Security Agency to supply another uniform free of cost to the persons. Also will ensure that the persons wear only proper uniform while on duty in the Institute. **The Security Agency shall get**

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**the identity card of each employee attested from the Logistics 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 equipment necessary for discharge of duty.

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

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

**84.** 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.

**85. Exemplary Conduct and Behaviour** The Security Agency shall be responsible for the good conduct and behavior of its employees. If any employee of the Security Agency is found misbehaving with the Institute Security Staff, employees, faculty, students or residents of the Institute, the Security Agency shall immediately at their own risk and responsibility, remove/withdraw such employee from the Institute Campus. The Security Agency and its personnel shall be bound to comply with the instructions, given by the In-charge, Logistics Office of the Institute. The security agency shall accordingly issue necessary instructions to its personnel in this regard.

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

**87. Physical Standard** The employees of the Security Agency shall be of good character and of sound health and shall not be less than 25 years of age. The upper age limit shall be 40 years in case of Security Guards while in case of Supervisors, it shall not exceed 50 years. Minimum height of the Security staff should be at least 5'-6" except in case of hill tribes which should be 5'-3". Anyone found below the minimum standards, shall be removed immediately from the Institute and the agency shall be liable for penalty points. For Ex Servicemen (ESM), the maximum age criteria is relaxable upto 50 and 60 years in respect of Security Guards and Supervisors, respectively.

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88. The Security Agency personnel deployed at IIT Jodhpur will stay within the Campus once Security Barracks are constructed at Permanent Campus. However, till then alternative arrangements will be made by the Vendor himself.

**Deployment and Supervision**

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

90. **Duty Shifts** The Security services will be organized in **Three Shifts, each being of 08 (Eight) hours.** However, no Security Guard/Supervisor shall be allowed to perform continuous duty beyond one shift. The security agency shall have the discretion to rotate the duty of security personnel from one shift to another as per the requirement. **Timings of duty shifts shall be from 0600 h to 1400 h, 1400 h to 2200 h, and 2200 h to 0600h.**

91. The security personnel shall remain on duty for a total of 08 (eight) working hours in two shifts with a gap of 04 hrs. The personnels shall not leave his guard post until his reliever reports for duty. If it is found that the security personnels have deserted their post without having been properly relieved, the same will attract penalty points. There shall be 20 mins overlap during relief (10 mins before and 10 mins after the change).

92. At no time, shall there be more than 10% of the contracted manpower on leave or absent (with suitable relief) from Institute duty. In case of long-term absence due to sickness, leave etc, the security Agency shall ensure replacement and manning of all security posts by overtime without any additional liabilities to the Institute. In addition, no supervising field staff or the guards shall be removed from Institute duty without seeking prior consent of the Office -in-Charge Logistics or any person authorized by the Director on his behalf. Breach of this clause will attract **penalty points**.

93. Following instructions be strictly adhered to :-

- (a) Shift rotation shall take place every 11<sup>th</sup> day (To equally perform all three shifts during the month.
- (b) No Security Guard be on duty for more than 08 hrs in continuity.
- (c) No Security Guard be on duty in place/name of some other person.

94. The Institute shall have the right to inspect the turn-out and uniforms worn by the security personnel as well as their fitness to perform guard duty up to the satisfaction of the Institute. The Institute shall also have the right to check and supervise the security personnel on duty through an Institute level Logistics Committee or any other representative appointed by the Director for the purpose. The decisions of the Logistics Committee/Institute shall be binding on the Security Agency.

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**95. Organization of Training** The Security Agency shall have a regular system of three week's training for the Guards before deploying them on duty. The Security Agency shall have proper training facility and profession syllabi for the training which shall form part of technical bids.

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

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

### **Nature of Agreement**

**98.** This Agreement is for providing the **aforementioned (work) and not an Agreement for supply of contract labour.** It is clearly understood by the Security Agency that the person(s) employed by the Security Agency for providing services as mentioned herein, shall exclusively be the employees of the Security Agency and not of the Institute. The number of persons to be employed and the individual person to be employed for providing said services shall be decided by the Security Agency who shall be liable to make payments to its said employees towards their monthly wages/salaries and other statutory dues like EPF, ESI, bonus, gratuity etc.

**99.** 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.

**100.** 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.

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

**102. Extension Clause.** Performance will be reviewed annually. Based on Satisfactory Service and Mutually agreed Terms & Conditions, Tender may be further extended.

**103. Termination of Contract** 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 agreed terms and conditions **or** the Security Agency has failed to comply with its statutory obligations. Further, if the contract agreement is terminated by the contractor, the contractor shall be bound to continue providing the services under the terms and conditions of this agreement till an alternate arrangement is made and intimation to that effect is given in writing by the Institute.

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**104. Breach of Agreement** If the Security Agency commits breach of any covenant or any clause of this agreement, the Institute may send a written notice to the Security Agency to rectify such breach within the given time limit. If Security Agency fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and the Security Agency shall be liable to the Institute for losses or damages on account of such breach. The contract shall also be liable for termination on ground(s) provided elsewhere in the terms and conditions of this agreement.

**105. Insolvency** The Institute shall have the right to immediately terminate this Agreement if the Security Agency becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

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

**107. Indemnification** The Security Agency shall be responsible for all injuries and accidents to persons employed by them and to fulfill all obligations laid down in the Employees Compensation Act, 1923. The Institute shall be wholly immune and indemnified against any claims, whatsoever, filed in this behalf. However, the Health Center facilities shall be available to the personnel only in respect of the injuries sustained by them in execution of the duties, which shall be restricted to the extent of primary health services only, without any further encumbrances, monetary or otherwise. The Institute shall stand indemnified in respect of the treatment provided under such exigencies and claims, if any.

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

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**109. Statutory Compliances** The Security Agency shall comply with all statutory requirements existing as well as those promulgated from time to time, provided under various Acts/ Enactments/ Statutes including Labour Laws and misc other Laws, whichever is/are applicable to the organization of Security Agency and shall be held responsible, accountable, answerable, explainable, as the case may be, for the lapses committed by them in this regard. Further, the Security Agency shall not involve the Institute in any manner, whatsoever, in any dispute with regard to the compliance of the statutory provisions and in case of violation of any law; the Security Agency shall be solely responsible. In case of violation of any law including the Labour laws etc, any liability is put upon the Institute, the Institute shall stand absolutely indemnified by the Security Agency in such matters. Any liability in financial terms caused for any reason as above or any loss or damage to the property of the Institute, cost of same shall be recovered/adjusted by the Institute either from the security agency or from its monthly bills or security deposit, by way of deduction or in any other manner, as the Institute may deem appropriate. **In case any liability is adjusted from the security deposit of Security Agency, such short-fall in the security deposit shall be made good by Security Agency within 15 days of the occurrence.**

**Registration with EPF & ESI Offices**

**110.** 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 Jodhpur offices of the respective departments and from nowhere else. In case the security agency does not have its registration at Jodhpur under the EPF & MP Act and ESI Act at the time of bidding, the agency shall ensure obtaining the same from Jodhpur offices of the respective departments within one month of the award of the contact.

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

**112.** The Security Agency shall supply a certified copy of their registration under the Rajasthan 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.

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**113. Procurement of Labour License** 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 Logistics Officer of the Institute.

**114.** 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.

**115.** The Security Agency shall abide by all laws of the land including, Contract Labour (Regulation & Abolition) Act 1970, Employees' Provident Fund & Misc Provisions Act, 1952, Employees' State Insurance Act, 1948, Minimum Wages Act, 1948 etc, apart from the liabilities of tax deduction, welfare measures for its employees and all other obligations that enjoin in such cases which are not essentially enumerated and defined herein, though any such onus shall exclusively be on the Security Agency, and the Institute shall remain immune/indemnified from any liability, whatsoever, in such matter. However, if at any time, due to lapse on the part of the security agency, any liability financial or otherwise, is thrust upon the Institute, the security agency shall be liable to make good the loss to the Institute in the manner, the Institute deems appropriate.

#### **Liabilities and Remedies**

**116.** 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.

**117.** All assets and articles provided by the Institute shall be the property of the Institute and the Security Agency shall merely be the custodian of such assets and articles. On termination of the security contract either by efflux of time or any time earlier than stipulated period, as the Institute may decide at its sole discretion, such property shall be handed over to the Institute forthwith.

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### **Timely and Accurate Payment to Security Staff**

**118.** Any payment, required to be made by the Security Agency to its personnel, in compliance of any of the laws of the land, shall be the sole responsibility of the Security Agency. This would include specific responsibility with regard to the provisions of the **Central Government Minimum Wages Act**, which may be applicable at the time. The Institute will in no case, be responsible for any default, in this regard. Even if any liability because of the provisions of any particular Law becomes that of the Institute, it is clearly agreed that the same shall be deemed to be that of the Security Agency and shall accordingly, be discharged by it. The Institute's liability towards the personnel of the security agency shall be limited to the extent of the contract price accepted by the Institute(Service charge percentage).

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

### **Submission, Verification and Payment of Bills**

**120.** The payment for services under this agreement shall be made on monthly basis, through A/c payee crossed-cheque, or by RTGS/NEFT/ Bank transfer drawn in favour of the Security Agency, payable at Jodhpur. 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.

**121.** The Security Agency shall submit a certificate along with the monthly bills certifying that the personnel employed by them in the campus of the Institute have been paid the minimum wages, through cheque (or) RTGS/NEFT/Bank Transfer, as in force from time to time, in accordance with the provisions of the Minimum Wages Act and that all other statutory requirements in this regard have been complied with including EPF & ESI payment. Challans of EPF & ESI for previous month deposited with concerned office shall be forwarded along with the bills of current month.

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

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**123.** Violation of any provisions of Central Government Minimum Wages Act, 1948 shall render the contract liable for termination. The Institute shall also proceed against the defaulting agency as per provisions of the relevant laws.

**Confidentiality**

**124.** 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.

**Complete Agreement**

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

**Amendment/Modification**

**126.** 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.

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

**128. Caption** Various Captions used in this Agreement are for organizational purposes only and may, not be used to interpret the provisions hereof. In case any conflicts between the Captions and the Text, the interpretation of the Text as clarified by the Director or his representative, shall prevail.

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

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## **Arbitration**

130. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement on any matter whatsoever, before/ after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute and shall be binding on both parties.

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

132. 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.

133. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to the Arbitrator at the time of invocation of arbitration under this clause. It is also the term of the contract that cost of arbitration shall be borne by the parties themselves.

134. The venue of arbitration shall be Jodhpur only.

135. 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**

136. If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, is affected, prevented or delayed due to any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events) and notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall due to reason of such event, be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable, after such event may come to an end or cease to exist and the decision of the Institute as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at his option terminate the contract.

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

#### **SECTION VII: DEFAULT PENALTIES**

138. Default Penalties will comprise of the following aspects :-

- (a) Theft related.
- (b) Patrolling related
- (c) Discipline
- (d) General

139. A point system will be in operation under which operational failures, depending on the type and frequency, will entail point penalties. The liability of Security Agency will not only be in terms of these points but also to the extent of recommendations made by Joint Enquiry. **Every point will entail a financial obligation of Rs. 500/- on part of Security Agency** subject to a maximum of **Rs. 80,000/- or 10% of the gross** payment to Security Agency in a month, whichever is less.

#### **Points Allocation**

##### **140. 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.**

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#### 141. Thefts

| Ser No | Type of Theft   | Penalty points (units) |
|--------|---|------------------------|
| (a)    | Major break in an official/residential premises and theft of goods that need some form of transportation. | 100                    |
| (b)    | Major break in a premises and theft of goods that do not need transportation                              | 80                     |
| (c)    | Lock <b>breaking</b> of a premises and theft of goods that need some form of transportation               | 70                     |
| (d)    | Lock <b>breaking</b> of a premises and theft of goods that do not need transportation                     | 60                     |
| (e)    | Lock <b>opening</b> of a premises and theft of goods that need some form of transportation                | 40                     |
| (f)    | Lock <b>opening</b> of premises and theft of goods that do not need transportation                        | 30                     |
| (g)    | Lock <b>breaking/ opening</b> without any theft   | 20                     |
| (h)    | Theft of one or more bicycles on a single week  | 10                     |
| (j)    | Isolated theft of one scooter/ motorcycle   | 30                     |
| (k)    | Theft of more than one scooter/ motorcycle on a single day  | 80                     |
| (l)    | Isolated theft of a car   | 50                     |
| (m)    | Theft of more than one car on a single day  | 100                    |

#### 142. Patrolling

| Ser No | Type of incidences due to Patrolling lapse   | Penalty points (units) |
|--------|--|------------------------|
| (a)    | Case, single person involvement.   | 80                     |
| (b)    | Molestation case where a group of miscreants involved  | 100                    |
| (c)    | Eve teasing case where group of miscreants involved  | 50                     |
| (d)    | Molestation / eve teasing / chain snatching case where helps take more than 7 minutes to arrive after reporting. | 100                    |
| (e)    | Rowdiness / rioting on the campus  | 40                     |
| (f)    | Major break in of an official/residential premises and theft of goods that need some form of transportation      | 300                    |
| (g)    | Strength deployment not relative to the deployment chart   | 25                     |
| (h)    | Strength short fall by more than 2% on any given day without relief  | 10                     |

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

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### **143.Discipline**

| <b>Ser No</b> | <b>Type of incidence due to Disciplinary Problems</b>  | <b>Penalty points (units)</b>  |
|---------------|--|--------------------------------|
| (a)           | Rude and unpleasant behavior of security personnel with campus resident (for each incident)  | 10                             |
| (b)           | Non-compliance with instructions / orders.   | 20                             |
| (c)           | Failure in drill test / random call  | 05                             |
| (d)           | Recruiting/ deploying illiterate personnel and / or recruiting / deploying personnel of more than 40 yrs, except in case of supervisory staff & above (for each day after recruitment / of deployment) | 10                             |
| (e)           | Breach/ violation of contractual conditions (for each act of commission/ omission) not covered in any of the above Columns   | 10                             |
| (f)           | Failures in Physical Proficiency Test (PPT) (1600 mtr Run in 08 minutes) every quarter (4 times a year)  | 5 points per failing candidate |

### **144.General Nature**

| <b>Ser No</b> | <b>Type of incidence due to patrolling lapse</b>                 | <b>Penalty points (units)</b> |
|---------------|--|-------------------------------|
| (a)           | Lack of cattle control in the area                               | 10                            |
| (b)           | Lack of cattle & canine's menace control in residential area     | 10                            |
| (c)           | Lack of cattle & canine's menace control in campus thoroughfares | 10                            |
| (d)           | Presence of unwanted elements in the campus                      | 10                            |
| (e)           | Unable to control Rash driving in campus                         | 10                            |
| (f)           | Entry of unauthorized vehicle in the campus                      | 20                            |
| (g)           | Charging any amount from employees against supply of uniforms    | 40                            |

### **145.Compounding**

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

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

**146.Reward** The guards found to be performing exceptionally well, will be rewarded individually, as per the decision of the Logistics Committee of the Institute. Reward points shall also be awarded based on the over-all performance of the firm. This shall include theft & incident free month, performing beyond the call of duty, obtaining actionable intelligence proactively to avert any incident etc.

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## **147. General Mechanism**

### **(a) Penalty Points**

(i) 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.

(ii) Penalty / reward bonus points will be finalized by Logistics Committee once in a month during client **co-ordination meeting** to be held in the **first week of every month**.

(iii) Adjustments will be made at the end of each quarter by first **adjusting reward points against the penalty**. 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 of that quarter is Billing amount 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 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 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 Jodhpur which will comprise of one person from the security agency deployed at Jodhpur in addition to other members.

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**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).

**Name of Company :** -----

| Ser No | Details   | Financial Years |         |         |
|--------|---|-----------------|---------|---------|
|        |   | 2013-14         | 2014-15 | 2015-16 |
| •      | Gross Annual Turnover in Security & Intelligence services.  |                 |         |         |
| •      | Profit /Loss  |                 |         |         |
| •      | Financial Position:<br>(a) Cash<br><br>(b) Current asset<br><br>(c) Current liabilities<br><br>(d) Working capital (b-c)<br><br>(e) Current Ratio:<br><br>(f) Current Assets/ Current Liabilities (b/c)<br><br>(g) Acid Test Ratio<br>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 with Office Seal)*

Signature of the Tenderer with Seal & Date







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

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

**Name of Company** : -----

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

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

**Date** :

**Place** :

Signature of the Tenderer with Seal & Date

COMPANY'S ORGANIZATIONAL STRUCTURE

|     |   |  |
|-----|---|--|
| 1.  | Name and address of applicant   |  |
| 2.  | Telephone No / Fax No / e-mail 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.  | <b><u>Particulars of registration with registrar of companies ESI, EPF, Sale Tax etc (Attach attested photocopies)</u></b>                            |  |
| (a) | Registration No   |  |
| (b) | Organization/ Place of Registration   |  |
| 5.  | Name and title of Directors and Officers with designation and contact numbers 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 reasons and outcome. |  |
| 7.  | Any other Information considered necessary but not included above.  |  |
| 8.  | States where Security services provided and Registration obtained   |  |

*(Signature of the Applicant with Office Seal)*

Signature of the Tenderer with Seal & Date





MONTHLY PRICE SCHEDULE FOR SECURITY SERVICES

**Name of Company :** -----

| <b>Ser No</b> | <b>Category</b>   | <b>Amount in Rs</b> |
|---------------|---|---------------------|
| 1.            | <b>Total Monthly Package</b> (Salary of Supervisors, Gunmen, Security Guards, Patrolling Motor bike Fuel Charges, Communication equipment charges, Uniform, Minor equipment, incentives etc.) |                     |
| 2.            | <b>Service charges %</b>  |                     |
| 3.            | <b>Total Monthly Cost</b>   |                     |

**Notes :-**

- (a) Excluding contributions towards ESI and EPF, which shall be reimbursed by the Institute.
- (b) Financial evaluation will be carried-out based on Total monthly cost.

*(Signature of the Applicant with Office Seal)*

Signature of the Tenderer with Seal & Date

**Notes:**

1. The number of Security Staff and other items shown above are only indicative and the actual Nos will be decided by the Logistics Committee in consultation with the security agency, from time to time depending upon the threat perception as perceived by the Institute.
2. The **Total monthly cost quoted in Price Schedule shall be inclusive of all taxes, levies,** wages of personnel including incentives if any, cost of minor equipment such as batons, torch etc, consumables such as electricity, uniforms of the personnel, contingent expenditure incidental to the work and contractor's profit on the basis of Service Charge % etc (excluding contribution towards ESI and EPF.)
3. No payment other than as specified in the price schedule **Form H** for each item which has been duly accepted by the party, shall be payable to the successful bidder. However, contribution towards ESI and EPF shall be reimbursed by the Institute and No service charge be applied on EPF & ESI.
4. The tenderer shall attach a **separate sheet for showing rate analysis** 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 with Office Seal)*

Signature of the Tenderer with Seal & Date



LETTER OF TRANSMITTAL

From:  
M/s-----

To: The Director  
Indian Institute of Technology  
Jodhpur- 342011

(Tenderer)-----

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

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. 11,30,000/- (Rupees Eleven Lakh Thirty Thousand only) in the form of Demand Draft No.-----dated ----- issued by ----- in favour of Director, IIT Jodhpur payable at Jodhpur. (Name of Bank & Branch).
3. We certify that we have carefully read each and every condition and scope of work given in the Bid document and having understood the same we confirm our acceptance without any condition or deviation.
4. We agree to keep the Bid valid for a period of 90 (Ninety) days from the Bids' opening date and shall remain binding on us and may be accepted at any time before the expiry of that period. We also understand that we shall not withdraw this Bid during this period of 90 (Ninety) days and in the event of default, Institute shall have the right to forfeit 100% of Earnest Money Deposit without assigning any reason.
5. Should this Bid be accepted, we hereby agree to abide by and fulfill all terms and conditions of Bid document and in default thereof, to absolutely forfeit the Earnest Money Deposit. We understand that the Institute is not bound to accept the lowest or any other Bid received, fully or in part thereof.
6. Unless and until a formal contract is prepared and executed, this Tender Document together with written acceptance of tender thereof shall constitute a binding contract between Institute and ourselves.
7. We certify that all statements made and information supplied in the enclosed forms A to H and accompanying statements/documents are true and correct.

*(Signature of the Applicant with Office Seal)*

Signature of the Tenderer with Seal & Date

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 Director, IIT Jodhpur to approach the Bank issuing the solvency certificate to confirm the correctness thereof. We also authorize Director, IIT Jodhpur 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:

| <b>Ser No</b> | <b>Name of contracts</b> | <b>Certificate from</b> |
|---------------|--------------------------|-------------------------|
|---------------|--------------------------|-------------------------|

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

(Give in brief and may attach a separate sheet)

**No of Enclosures** :

**Date of submission** :

**Signature of the Applicant**

**Witness - 1**

(Name & Address with Mob Nos)

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

**Witness -2**

(Name & Address with Mob Nos)

Signature of the Tenderer with Seal & Date

**DEPLOYMENT CHART : PERMANENT CAMPUS**

| Ser No | Entity  | Nos of Post | Security Guards | Remarks  |
|--------|---|-------------|-----------------|--|
| 1.     | Gate No 1 Sector A                                  | 1           | 2               | +1 x CCTV Opr = 3  |
| 2.     | Gate No 2 Sector A                                  | 1           | 2               |  |
| 3.     | Main Gate Sector B                                  | 1           | 2               |  |
| 4.     | Gate No 2 Sector A                                  | 1           | 2               |  |
| 5.     | Admin (East)  | 1           | 1               | 1 x Supvr at Security Cell                                       |
| 6.     | Admin (West)  | 1           | 1               |  |
| 7.     | Library   | 1           | 1               |  |
| 8.     | Lecture Hall (Academic Block)                       | 1           | 2               |  |
| 9.     | Married Accommodation (Type B)                      | 2           | 2               | + 1 x Ptlg = 3   |
| 10.    | Director Residence                                  | 1           | 1               |  |
| 11.    | Basic Lab   | 1           | 1               | + 1 for Ptlg = 4   |
| 12.    | CSE Lab   | 1           | 1               |  |
| 13.    | Chem Lab  | 1           | 1               |  |
| 14.    | Elect Lab   | 1           | 1               | + 1 for Ptlg = 3   |
| 15.    | Mech Lab  | 1           | 1               |  |
| 16.    | Boys Hostel   | 3           | 3               | + 1 at Common Entrance = 7                                       |
| 17.    | Girls Hostel  | 3           | 3               |  |
| 18.    | Dining Hall (Mess)                                  | 1           | 1               |  |
| 19.    | Water Pumping Station                               | 1           | 1               |  |
| 20.    | Parking Area  | 1           | 1               |  |
| 21.    | LPG Bullet  | 1           | 1               |  |
| 22.    | Community Centre                                    | 1           | 1               |  |
| 23.    | Project Office (Sector B)                           | 1           | 1               |  |
| 24.    | Cricket Stadium                                     | 1           | 1               |  |
| 25.    | Roundals (Chorahas)                                 | 2           | 2               | During Night, employ for Mob Ptlg with Vendors Jeep & 1 x Supvr. |
| 26.    | GPRA  | 3           | 4               | 1 x Supvr  |
| 27.    | Along the Boundary wall till constr of Watch Towers | 29          | 29              | Sector A = 19 & Sector B = 10                                    |
| 28.    | Total Security Guards                               | 62          | 72              | 72 x 3 = 216   |
| 29.    | Supvr (GPRA-1, Sector A - 2, Sector B - 1)          | 4           | 4               | 04 x 3 = 12  |
| 30.    | <b>Total for one shift</b>                          |             | <b>4 + 72</b>   |  |
| 31.    | <b>Total for three shifts</b>                       |             | <b>12+216</b>   |  |

Signature of the Tenderer with Seal &amp; Date