

OPEN TENDER (TWO BID SYSTEM)

For

PROVIDING ROUND THE CLOCK SECURITY AND INTELLIGENCE SERVICES IN THE CAMPUS OF MNNIT ALLAHABAD ON OUTSOURCING BASIS

मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद



प्रयागराज-211004 (भारत)

MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY ALLAHABAD

PRAYAGRAJ-211004 (INDIA)

Ref: 274/PO/Security Services/2024-25

Date: 11/06/2024

OPEN TENDER (TWO BID SYSTEM)

for

PROVIDING ROUND THE CLOCK SECURITY AND INTELLIGENCE SERVICES IN THE CAMPUS OF MNNIT ALLAHABAD ON OUTSOURCING BASIS

Nature of Bidding:	Two Stage Bidding:
J J	1st Part- Techno-Commercial Bid
	2nd Part- Price Bid
Bid to be submitted	Online at CPPP viz www.eprocure.gov.in
Date of Issue/Publishing	11/06/2024 (1800 Hrs.)
Last Date & Time for submission of Bids	02/07/2024 (1500 Hrs.)
Date of Pre-Bid Conference	19/06/2024 (1200 Hrs.)
Venue of Pre-Bid Conference	Room No. 203, Conference Hall (Purchase Office) MNNIT
	Allahabad (Minutes of Pre Bid Conference shall be published
	on www.mnnit.ac.in)
Date &Time for Opening of Technical Bids	03/07/2024 (1530 Hrs.)
Venue of Opening of Technical Bid:	Room No. 203, Conference Hall (Purchase Office), MNNIT
	Allahabad
Date & Time of opening of Financial Bid	To be informed later.
EMD Amount (In Rs.)	₹20,00,000.00 (Rupees Twenty Lakh only)
Address for Communication	Assistant Registrar (Admin-III)
	Motilal Nehru National Institute of Technology Allahabad,
	Teliarganj, Prayagraj-211004
Contact No.	0532-2271056, 2271057, 2271030
E-Mail Address :	purchase@mnnit.ac.in
EMD (Earnest Money Deposit)	₹ 20,00,000.00 (Rupees Twenty Lakh only)
	(To be paid through NEFT/RTGS.
	The Bank details of MNNIT Allahabad is as under:
	Name of the Bank Account: MNNIT Allahabad
	Account No.: 77660100015948
	Name of Bank: Bank of Baroda
	IFSC Code: BARBOVJMNRE
	(Note: Transaction Receipt to be uploaded)

NOTE: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per T&C with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.



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MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY ALLAHABAD PRAYAGRAJ-211004 (INDIA)

OPEN TENDER (TWO BID SYSTEM)

Providing round the clock Security and Intelligence Services in the campus of MNNIT Allahabad on outsourcing basis

Online Bids are invited under OPEN TENDER (TWO BID SYSTEM) from reputed **Security and Intelligence Agencies** with nationwide presence for providing round the clock security and intelligence services in the campus of MNNIT Allahabad **on outsourcing basis**.

The complete tender document is available on www.eprocure.gov.in. Bids complete in all respect must be submitted online only on Portal i.e. www.eprocure.gov.in.

No Physical Bids shall be considered and accepted under any circumstances.

General Instructions

- (1) No request for extension of the due date of Bid submission will be considered.
- (2) In the event of any date indicated on the cover page is declared as holiday, the next working day at Institute shall be considered as the due date for opening of Bids.
- (3) Corrigendum, if any issued for the Bid, shall form part of the Bid Document.
- (4) Corrigendum, if any, will be posted on www.eprocure.gov.in. Bidders are requested to visit the aforesaid website regularly and note the corrigendum/amendments/addendum to the Bid without fail and submit the offer accordingly.
- (5) MNNIT Allahabad will not be responsible for ignorance of the corrigendum/addendum, if any.
- (6) No interim query will be entertained after the last date of bid submission.
- (7) Late/delayed bid will not be considered.

Contents of Bidding Documents

(i) The bidding document, apart from the invitation for bids have been divided into Eight Sections as under:

Section-A: Brief Description of Work

Section-B: Information and Instructions to the bidders

Section-C : Eligibility Criteria (Technical Bid) and various formats required for submission of

Technical Bid.

(a) Form-I Details about the organization of the company

(b) Form-II Details of contracts completed with 150 security personnel per day for a

single campus

(c) Form-III Financial information

(d) Form-IV Details of all contracts having annual value of not less than Rs. 04 crore

executed in any of the financial years i.e. 2019-2020 onwards.

(e) **Form-V** Affidavit regarding blacklisting/ non-blacklisting from taking part in Govt.

tender

(f) Form-VI Letter of Transmittal

Section-D : Terms & Conditions of Financial Bid

Section-E : Evaluation of Bids

Section-F: List of essential document to be attached

Section-G: Terms & Conditions for providing Security & Intelligence & Services.

Section-H: Parameters for continuous evaluation of Security Services

The Bidder/Tenderer is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder/Tenderer's risk and may result in rejection of its bid.

SECTION-A

BRIEF DESCRIPTION OF WORK

The campus of MNNIT Allahabad is a sprawling estate built over a land of approximately 220 acre located strategically at Telierganj locality of Prayagraj city on Prayagraj-Lucknow State Highway. It is situated at an approximate distance of 8 Km. from Allahabad Junction Railway Station.

The Institute within its premises has identified the places where the deployment of the Security personnel will be required.

The population of the Institute campus comprises the students, faculty and officials with their families is approximately 5,000. 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, especially those involving the outside elements.
- vi) Control of stray cattle and canine menace.
- vii) Pursuance of cases registered by and against the campus residents 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 tranquilly in the campus. It has to ensure a theft free and incident free campus from law and order point of view.

INFORMATION AND INSTRUCTIONS TO THE BIDDERS

1.0 GENERAL:

- 1.1 Form from I to VI are attached.
- 1.2 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 bid 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 Bidder being summarily disqualified.
- 1.3 The bid should preferably be **typewritten**. The bidder's name and signature with date should appear on each page of the bid as a token of acceptance of the terms & conditions of the Bid.
- 1.4 Overwriting should be avoided. Neatly crossing out, initialing, dating and rewriting should be there for any correction, if necessary. All pages of the OPEN TENDER (TWO BID SYSTEM) shall be numbered and submitted as a package with a signed letter of transmittal.
- 1.5 An Authorized Officer of the Bidder should sign references, information and certificates from the respective Bidders certifying suitability, know-how and capability of the Bidder.
- 1.6 The Bidder is advised to attach any additional information, which he/she thinks is necessary to establish that the Bidder is capable in all respects to successfully complete the envisaged work. He/She, 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.
- 1.7 The bids in prescribed form duly completed and signed shall be uploaded on www.eprocure.gov.in.

 No physical bid shall be sent to the Institute.
- 1.8 Bidders may seek clarification regarding the scope of work and/or the requirements for OPEN TENDER (TWO BID SYSTEM), in writing, within a reasonable time. Any clarification given by the Institute will be uploaded on the website of the Institute.
- 1.9 All the pages of the Bid must bear the signature of the bidder with date & seal. No Sub-contracting is permissible.

2.0 DEFINITIONS:

In this document, the following words and expressions have the meaning hereby assigned to them:

- 2.1 **EMPLOYER** shall mean "*Director*, *MNNIT Allahabad*" acting through the **Registrar** of the Institute.
- 2.2. **BIDDER** shall mean, a legally valid identity i.e. a proprietary/partnership Firm/Limited Company/Society Legally constituted or registered under the relevant act.
- 2.3. **INSTITUTE** shall mean MNNIT Allahabad
- 3.0 SUBMISSION & EVALUATION OF BIDS:
- 3.1 Bid shall be signed with his full typewritten name and current address. All pages of the bid document as well as enclosures must bear the name & signature of the bidder.
- 3.2 If a proprietary firm submits the bid it shall be signed with his full typewritten name and the full name of his firm with its current address.

- 3.3 If the bid is made by a firm in partnership, it shall be signed by all the partners of the firm above their full typewritten names and current address or alternatively by a partner holding power of attorney for the firm. In such a case a certified copy of the power of attorney shall accompany the bid. A certified copy of the partnership deed and current address of all the partners of the firm shall also accompany the bid.
- 3.4 If a limited company or a corporation submits the bid, a duly authorized person holding power of attorney for signing the bid shall sign it. In such a case a certified copy of the power of attorney shall accompany the bid. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the bid is submitted.
- 3.5 The Bidder shall submit his/her Technical Bid in the format as per **Forms I to VI** mentioned in **Section-C**.
- 3.6 Technical Bid and Financial bid of all the bidders shall be evaluated as per the Evaluation Criteria mentioned in **Section-E**.

4.0 Final Decision Making Authority

The Institute reserves the right to accept or reject any bid and to annul the bid process and reject all bids at any time, without thereby incurring any liability to the affected Bidders or specifying the grounds for the Institute's action.

5.0 Particulars Provisional

The particulars of the work given in **Section-A** are provisional and must be considered only as advance information to assist the Bidder.

6.0 Campus visit:

6.1 The Bidder is advised to visit and examine the campus and its surroundings and obtain for itself on its own responsibility, all information that may be necessary for preparing the bid and subsequently the financial bid. The cost of visiting the Campus shall be at Bidder's own expense.

7.0 Clarification:

The Institute reserves the right to seek/not seek any clarification only in respect of the information/documents submitted with the bid.

ELIGIBILITY CRITERIA (TECHNICAL BID)

- 1.0 Eligibility Criteria (Technical Bid):
- 1.1 The Bidder must be a legally valid entity i.e. a proprietary/partnership Firm/Limited Company/Society Legally constituted or registered under the relevant act [To be filled in Form-I].
- 1.2 Bidder must be registered under EPFO, ESIC, GST and Income Tax [To be filled in Form-I].
- 1.3 Bidder must have minimum 03 (THREE) years experience in contractual Security Services Outsourcing [To be filled in Form-I].
- 1.4 Bidder must have provided minimum 150 Personnel per day for a single campus exclusively in the same area i.e. Security Services Outsourcing to any CFTIs/Central Universities/MNCs/Govt./Semi-Govt. Organizations (Work Order to be enclosed) [To be filled in Form-II].
- 1.5 Bidder must have an average minimum annual turnover of not less than **Rs. 05 (FIVE) crore** considering any three of the following financial years: 2019-20, 2020-21, 2021-22 & 2022-23. Copy of Audited Annual Account/Balance Sheet of applicable three financial years to be enclosed **[To be filled in Form-III]**.
- 1.6 Bidder must have a valid license for having provided security Services to the organizations/ institutions under Contract Labour (Regulation & Abolition) Act 1970 [To be filled in Form-I].
- 1.7 Bidder must provide a copy of one single work order exclusively in the same area i.e. Security Services to any CFTIs/Central Universities/MNCs/Govt./Semi-Govt. Organizations having annual value of not less than Rs. 04 (FOUR) Crore executed in any one of the financial years i.e., 2019-2020 onwards. Satisfactory work completion report to be enclosed along with the Work Orders [To be filled in Form-IV].

FORM-I

DETAILS ABOUT THE ORGANISATION OF THE COMPANY

SI.	Particulars	Response of the Bidder	Proof/Annexure
1.	Name and address of Bidder		
2.	Telephone No. / Fax No. / email		
	address		
3.	Legal status (Attach copies of original		
	document defining the legal status).		
	a) A proprietary Firm		
	b) A Firm in partnership		
	c) A limited company or corporation.		
	d) Society legally constituted or		
	registered under the relevant Act		
4.	Date of Incorporation		
5.	Particulars of registration with relevant		
	authorities viz ESI, EPF, GST &		
	Income Tax.		
	a) Registration Number,		
	b) Organisation/ Place of		
6.	Name and title of Directors and officers		
	with designation who will be directly		
	concerned with this work.		
7.	Have you or your constituent partner(s)		
	been debarred / black listed from		
	tendering in any organization at any		
	time? If so, give details.		
8.	Any other information considered		
	necessary but not included above.		
9.	Must have a valid license for Providing		
	of security Services to the		
	organisations/ institutions under		
	Contract Labour (Regulation &		
	Abolition) Act – 1970		

FORM-II

DETAILS OF CONTRACTS COMPLETED WITH 150 SECURITY PERSONNAL PER DAY FOR A SINGLE CAMPUS

SI.	Name of Contract, with Location and name of Client	No. of Security Personnel * (Min 150 per day)	Annual Value of contract (excluding taxes)	Date of commence- ment as per contract	Period of contract	Litigation Arbitration pending / in progress with details	Name, Address & Tele No. of officer to whom reference may be made	Annexure in support of claims
1	2	4	5	6	7	8	9	10

^{*} Work Order to be enclosed.

^{*} Works for no. of manpower less than 150 shall not be considered.

FINANCIAL INFORMATION

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

SI. No.	Details	2019-20	2020-21	2021-2022	2022-23 (if applicable)
i)	Gross annual turnover in				
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 Return Certificate
- III. Certificate of Financial Soundness from Bankers of Bidder.
- IV. Financial arrangements for carrying out the proposed work.
- V. Only complete and audited statement (duly signed) is to be enclosed for consideration

Note: Enclose additional sheets, if necessary

FORM-IV

DETAILS OF ALL CONTRACTS COMPLETED FROM FY 2019-2020 ONWARDS HAVING ANNUAL VALUE OF 04 CRORES AND ABOVE

	Single work order of 04 crore & above							
	SI. No.	Name of	Annual	Date of	Period of	Litigation	Name,	Annexure
		Contract,	value of	commence-	contract	Arbitration	Address &	in support
		Location &	contract	ment as per		pending / in	Tele No. of	of claims
		Name of		contract		progress	officer to	
		Client				with details	whom	
							reference may be made	
	1	2	4	5	6	7	8	9
2010.00	l l	2	4	3	U	1	O	7
2019-20								
2020-21								
2021-22								
2022-23								

Certificate for satisfactory completion of previous work (Mandatory).

AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FROM TAKING PART IN GOVT.TENDER NOR HAVE DEFAULTED IN PAYMENT OF ANY STATUTORY DUES OF ANY STATUTORY BODY

(To be executed on ₹100/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I / We Proprietor/ Partner(s)/ Director(s) of M/sfirm/company namely M/sor debarred in the past by MNNIT Allahabad or any other Government organization.	-has not been blacklisted
Government tenders, nor has it defaulted in payment of any statutory dues of any s	tatutory body.
OR	
I / We Proprietor/ Partner(s)/ Director(s) of M/s firm/company namely M/s debarred by MNNIT Allahabad, or any other Government Department from ta tenders for a period of years w.e.fThe period is over firm/company is entitled to take part in Government tenders.	was blacklisted or king part in Government
In case the above information is found false, I/We are fully aware that the rejected/cancelled by MNNIT Allahabad, and Earnest Money Deposit (EMD)/Perfo (PBG) shall be forfeited. In addition to the above, MNNIT Allahabad will not be respany completed/ partially completed work.	ormance Bank Guarantee
Signature	
Name	
Capacity in which assigned:	
Name & address of the firm:	
Date:	

FORM-VI

	LETTER OF TRANSMITTAL
From:	
(Full a	ddress of the Bidder)
To:	
Assista	ant Registrar (Admin-III)
Motilal	Nehru National Institute of Technology,
Allaha	bad -211004
SUB. :	Submission of Open Tender (Two Bid System) bid for "Providing Round The Clock Security And Intelligence Services In The Campus Of MNNIT Allahabad On Outsourcing Basis".
	g examined the details given in Invitation for OPEN TENDER (TWO BID SYSTEM) published in the papers and OPEN TENDER document for the above work, we hereby submit the bid with complete
1.	We certify that all the statements made and information supplied in the enclosed forms I to VI and accompanying statements are true and correct.
2.	We have furnished all information and details necessary for OPEN TENDER (TWO BID SYSTEM) and have no further pertinent information to supply.
3.	We submit the requisite "SOLVENCY CERTIFICATE" and authorize the Assistant Registrar (Admin-III), MNNIT Allahabad to approach the Bank issuing the solvency certificate to confirm the correctness thereof. We also authorize the Assistant Registrar (Admin-III), MNNIT Allahabad to approach individuals, employers, firms and corporations to verify our competence and general reputation.

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

SI. No.	Name of contracts	Certificate from

No of Enclosures : Date of submission :

4.

SECTION-D

TERMS & CONDITIONS OF FINANCIAL BID

FOR

"PROVIDING SECURITY SERIVICES TO MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY ALLAHABAD"

(A) SECURITY MANPOWER WAGES (WAGES COMPONENET)

SI. No.	Category	Strength (Approx.)	Wages
1.	General duty guards including at least 10 lady guards.	143	As per Minimum Wages Act-1948 revised from time to time applied for Central Government organization for Watch and Ward category without arms.
2.	Guards with special skills (Arm guards with communication and transport facility /guards with driving skills/guards with firefighting skills)	15	As per Minimum Wages Act-1948 revised from time to time applied for Central Government organization for Watch and Ward category with arms.
3.	Supervisor	06	Not to be quoted [10% above the wages guards with special skills [Armed Guards]
4.	Security Officer	01	Not to be quoted [10% above the Wages for Supervisor]

Note:- (i) Number of Personnel Guards/General duty / Armed / Supervisor may vary upto the 25% of the agreed numbers at any time.

- (ii) Institute will deduct TDS as per rules on the bill amount alongwith all other statutory dues as applicable from time to time. Bidders may take care of the same while quoting Service Charges.
- (iii) The quoted rates should be inclusive of all taxes; levies, statutory liabilities, bonus to the personnel employed for the work, if any, accidental expenses incurred by the company in execution of the work, minor equipment profit & overheads of the company and any other known and unforeseen expenses. The rates shall be net and nothing extra shall be payable over and above the accepted rates.
- (iv) 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 guantum of work shall be entertained by the Institute.
- (v) The institute has the right to engage any other firms too, any time whenever it felt its requirement.
- (vi) Payment of "Security Service Outsourcing" shall be as per rules of "The Minimum Wages Act 1948" applied for Central Government amended from time to time.
- (vii)Quoted Service charges should be sufficient to meet out the statutory deductions.

Services Charge: To be quoted in Percentage (%) only.

(B) TRANSPORT & COMMUNICATION (LOGISTICS COMPONENT)

SI.	Category	Unit	Fixed Rate per unit Per month (₹)	Fixed Rate Per month (₹)
1	TRANSPORT & COMMUNICATION			
i.	Vehicle (like Bolero, Scorpio, etc. fitted with GPS & Wireless	01	18000	18000.00
	Communication Sets) with year of purchase not before 2020			
ii.	Paddle cycle	05	100	500.00
iii.	Wireless Ground Station	04	2000	8000.00
iv.	Handheld walkie-talkie sets	60 sets	650	39000.00
			Total	₹65500.00

NOTE: The transport & communication rates shall be as above and will remain constant throughout the contract period.

EVALUATION OF BIDS

1. <u>Evaluation Criteria (TECHNICAL BID):</u>

Following are criteria for technical evaluation:

Bids of only those bidders shall be evaluated who have fulfilled the Minimum Eligibility Criteria (Technical Bid) mentioned in Section-C.

Bids shall be evaluated by the following marks-based system on the basis of the parameters given in the Eligibility Criteria in Section-C.

	Eligibility Chiena in Section-C.						
	ground of the agency (Total Marks = 50)						
S. No.	Particulars	Allocation of Marks	Maximum Marks	Minimum Required Marks			
a)	Establishment of the agency in Security Services Outsourcing in years						
i)	≥ 3 Years < 5 Years	2	10				
ii)	≥ 5 Years < 7 Years	4	1				
iii)	≥ 7 Years < 09 Years	6	-				
iv)	≥ 09 Years < 11 Years	8	-				
v)	≥ 11 years	10					
b)	Experience of the agency in Security Services Outsourcing in years	10					
i)	≥ 3 Years < 5 Years	2	10				
ii)	≥ 5 Years < 7 Years	4					
iii)	≥ 7 Years < 9 Years	6					
iv)	≥ 9 Years < 11 Years	8					
v)	≥ 11 years	10					
c)	Average annual Turnover of the agency (for FY 2019-20, 2020-21, 2021-22 & 2022-23)						
i)	≥ 05 crore	2	10	25			
ii)	≥ 07 crore	4		20			
iii)	≥ 09 crore	6					
iv)	≥ 11 crore	8					
V)	≥ 13 crore	10					
d)	Total Security Personnel supplied per contract						
i)	≥ 150 < 250 Employees	2	10				
ii)	≥ 250 < 350 Employees	4					
iii)	≥ 350< 450 Employees	6					
iv)	≥ 450 < 550 Employees	8]				
V)	≥ 550 Employees	10					
e)	Experience of handling similar work, exclusively in the same area i.e. Security Services to any CFTIs/Central Universities/MNCs/Govt./Semi-Govt. Organizations.						
i)	Two work orders of value not less than 04 crore each	10	10				
ii)	One work order of value not less than 04 crore	05	-				

NOTE: Price Bid of only those bidders shall be opened who have obtained the minimum required marks of 25.

2. Evaluation Criteria (FINANCIAL BID):

For evaluation of Bids, only Service Charge (in %) quoted by each Bidder shall be considered <u>for the award</u> of Contract.

Tie Breaking Clause:

In case more than <u>one bidder quotes the same rate</u>, then the following criteria will be adopted for <u>tie-breaking</u> in order of merit:-

- (i) Those bidders who have supplied the maximum TOTAL number of Security Personnel per day in ONE single campus of centrally funded academic Institutions since FY 2019-2020 till date.
 - In case the maximum TOTAL number of Security Personnel per day in ONE single campus of centrally funded academic Institutions of the bidders <u>is the same</u>, then the second criteria given below shall be given preference.
- (ii) If there is a tie in the aforesaid situation, the firm with an older date of registration shall be preferred.

NOTE: Bidder quoting Service Charge below 03.85% shall not be considered.

The Institute reserves the right to seek clarifications on any of the claim submitted by the bidders.

As per O. M. No. F-6/1 dated 06.01.2023 from Department of Expenditure, Ministry of Finance, Government of India. The minimum service charges for the commission based Manpower Outstanding service is fixed as 03.85%

LIST OF ESSENTIAL DOCUMENTS TO BE ATTACHED

SI. #	PARTICULARS	То	be Fill Bidde	
	Droof of outprojecton Formact Manage dance!	YES	NO	N.A.
1.	Proof of submission Earnest Money deposit			
2.	Form-I			
3.	Form-II			
4.	Form-III			
5.	Form-IV			
6.	Form-V			
7.	Form-VI			
	Registration Certificate of Proprietary Firm/Partnership Firm/Limited			
8.	Company/Society			
9.	EPFO, ESIC, GST, PAN (REF.: FORM-I)			
10.	Proof of experience alongwith attachment for relevant documents (REF.: FORM-I)			
11.	Proof of having provided minimum 150 personnel per day for a single campus (REF.: FORM-II)			
12.	Balance Sheet with relevant annexures indicating Annual turnover (REF.: FORM-III)			
13.	Copy of Labour License Certificate under Contract Labour (Regulation & Abolition) Act-1970 (REF.: FORM-I)			
14.	Copy of work order exclusively in the same area i.e. Security Services to any CFTIs/Central Universities/MNCs/Govt./Semi-Govt. Organizations for one single work having annual value of not less than 04 Crore . (REF.: FORM-IV)			
15.	Affidavit regarding Blacklisting/Non-Blacklisting			
16.	Letter of transmittal			
17.	Solvency Certificate			

TERMS AND CONDITIONS FOR PROVIDING SECURITY AND INTELLIGENCE SERVICES

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

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

- Safeguard against trespass.
- ii) Security covers to various official functions organized by the campus community.
- iii) Control of vehicular traffic.
- iv) Maintain vigil and undertake surveillance for control of untoward incidents, specially involving the outside elements.
- v) Control of stray cattle and canine menace.
- vi) Pursuance of cases registered by the community with local police and filing of FIR, whenever required.
- vii) Assist the Institute in maintenance of day-to-day discipline and smooth running of various activities.
- viii) Provide timely intelligence inputs to the Institute administration.
- 2. The Security Agency shall not employ any local personnel residing within the radius of 10 kms from the Institute. Violation of this condition shall be treated as breach of contractual conditions and shall attract penalty points.
- 3. The Security Agency shall employ the officer (Supervisor and Chief Security Officer) retired from the Military/Paramilitary forces/Police not below of the rank of Subedar/Inspector or equivalent post.
- 4. Security Agency shall ensure that no disciplinary action was initiated against the recruited officer during his service period. A certificate to this effect shall be provided by the Security Agency in respect of each and every recruited officer. The recruited officers shall be medically fit.
- 5. At least 33% security personnel shall be from Ex Military/Paramilitary.
- 6. On revision of minimum wages by the Government of India, the Security Agency will be responsible for seeking approval of the revised rates from the Institute authority along with the copy of order of competent authority. Any liability arising on account of the delay in same will lie on the Security Agency.
- 7. Vehicle to be used for patrolling shall be equipped with public address system and vehicle mounted wireless set. The vehicle shall be used for escorting the vehicle of the Director or other dignitaries as required from time to time and shall cover at least 20 Kms per day on an average. The vehicle shall be used for patrolling of entire Institute at regular interval.
- 8. Every security guard deputed by the security agency shall be at least matriculate. Violation of this condition shall be treated as breach of contractual condition and attract penalty points.
- 9. On 26th January and 15th August, security agency will ensure that the personnel deployed in uniform and the rehearsed of the parade has been done one day in advance and the security supervisor/officer will assist in the proper arrangement for the flag hosting in the Institute.

- 10. EPF & ESI shall be paid by the Institute along with the first month bill and subsequently the same will be paid on monthly basis along with the bill only if deposit Challan & ECR of the previous month is enclosed along with the bill. Any liability arising on account of the delay in same will lie on the Security Agency.
- 11. The Security Guards shall be smart and properly turned out with boots /shoes, belt, caps, badge, whistle etc., and carry an identity card duly attested by the Executive of Security Agency. A photocopy of these cards along with computer data shall be given to the Institute for record, verification etc.
- 12. The Security Agency shall provide proper uniform (shoes, caps, canes / stick etc.) to every personnel deployed by them in the Institute Campus at their own costs and expenses.
- 13. The Security Agency shall ensure that before deputing the security staff, they will verify the antecedents of all their staff and provide to the Institute a complete dossier of particulars of each security personnel proposed to be deployed along with the records of police verification, in original. Non-compliance with this provision shall be deemed to be violation of the contract, inviting penal action.
- 14. The Institute shall have the right to check, from time to time, the turn-out and uniforms worn by the security personnel as well as their fitness to perform security 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. The decisions of the SAEC shall be binding on the Security Agency.
- 15. BMI (Body Mass Index) shall be around 15 to 30 and in case a guard does not fall in the mentioned range he should be given a warning and his BMI shall be rechecked after 3 months and if again found defaulter then he must not be given duty at MNNIT post till he/she attains the desired range.
- 16. The Security Agency shall comply random check security personnel for not consuming any form of drug/narcotics/intoxicant on duty and anyone found lagging in this aspect will not be given any further duty at MNNIT post.
- 17. The Security Agency shall comply with all statutory requirements existing as well as those promulgated from time to time, viz. the Payment of Wages Act, Provident Fund Act, Employee State Insurance Scheme, Family Pension Fund Act, Bonus, Gratuity Act, Shop & Establishment Act, Contract Act etc, 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, Security Agency shall not involve the Institute in any way whatsoever in any dispute with regard to compliance of statutory provisions and in case of any violation of any law; the Security Agency shall be solely responsible. In case due to violation of any law, including labor laws etc., any liability is put upon the Institute, the Security Agency hereby indemnifies the Institute completely.
- 18. The Security Agency shall supply a certified copy of their registration under the Provident Fund Act, ESI, Labor Department (c) and Income Tax/GST etc. to the Institute within three months from commencement of this agreement.
- 19. The personnel deployed by the Security Agency in the Institute shall be removed immediately if the Institute considers such removal necessary on administrative grounds. The Security Agency shall also immediately remove any personnel who is found not to be discharging his duties correctly or is of doubtful character and shall replace him with substitute personnel either on its own or on the demand of the Institute and only after due approval of the Chairman/Officer-in-charge Security services. In case of removal of such personnel, no claim shall be maintainable against the Institute.
- 20. 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 bill of Security Agency.

- 21. 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.
- 22. The responsibility for taking appropriate security measures shall be entirely that of the Security Agency. The Institute shall 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 maximum amount of compensation payable by Security Agency will be limited to inspection and supervision charges payable to 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.
- 23. 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 SECTION D. The Institute reserves the right to increase or decrease the quantities specified in the SECTION D to the extent of 30% (thirty percent) without any change in unit price of the individual items or any other terms & conditions.
- 24. The vehicles provided by the Security Agency shall be in reasonably good condition/preferably brand new (make year not before 2020), so as to ensure efficient service. The Security Agency has to ensure that the jeep deployed for patrolling duty must cover minimum 20 km/day within the Institute campus and in the event of any shortfall in the mandatory mileage, the Institute shall deduct an amount @ `5.00 per km from the bill. The patrolling vehicle being out of order for more than one day will attract penalty points.
- 25. 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 at least minimum wages, as in force from time to time, in accordance with the provisions of the Minimum Wages Act, EPF act and that all other statutory requirements under labor laws in this regard have been complied with.
 - Any violation of the provision of Minimum Wages Act, EPF Act and any other statutory requirements under labor laws shall render the contract liable for termination. The Institute shall also proceed against the defaulting agency as per the provisions of the relevant laws.
- 26. The contract price shall be all inclusive and nothing extra shall be payable over and above the accepted contract price in respect of the Scope of Work defined in the SECTION A. If the prescribed minimum wages are revised by the Labour Commissioner (Central), the Security Agency shall revise the wages of the personnel accordingly, and submit the same to the Institute for approval.
- 27. The Security Agency shall take into consideration all levies and statuary taxes while quoting the tender. However if any fresh taxes, charges etc. are levied by the Local / State / Central Govt., subsequent to the date of opening of tender, the same shall be reimbursed by the Institute against proof of production of payment.
- 28. The security personnel shall remain on duty for 8 (eight) working hours. The security personnel should not be deployed for more than 8 hours in a day. The personnel shall not leave his place of duty/duty point until his reliever reports for duty. Deserting the place of duty/duty point by the security personnel without having been properly relieved will attract penalty points.
- 29. 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., one 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 as well as the guards shall be removed from Institute duty without seeking prior consent of the Officer-in-charge Security or any person authorized by the Director in this regard. Breach of this clause will attract penalty points.
- 30. All the assets and articles provided by the Institute shall be the property of the Institute and the Security Agency shall be merely the custodian of such assets and articles. On termination of 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.
- 31. In addition to the number of personnel listed in the SECTION D, 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.
- 32. That the monthly billing cycle shall be from 21st of previous month to 20th of current month. Bill in duplicate along with necessary verifications/documents shall be sent by the Second Party to the Institute with certification payment of wages to persons deployed in campus. The payment of the same shall be made by the Institute after all deductions such as T.D.S. etc as per rules, modified from time to time.
- 33. The persons employed by the Agency for the security of the Institute will be the employees of the Security Agency and the Institute shall have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the Institute and the Security personnel employed by the Security Agency shall have no right whatsoever to claim employment from the Institute.
- 34. The Security staff employed by the Security Agency shall not join any union of the Institute nor shall they make any claim for service or other matter. 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.
- 35. That it will be ensured by the Second Party that no person shall be engaged who is under trial of criminal charges/ moral turpitude or related to any type of antisocial activities, for the same a self declaration affidavit may also be obtained from the concerned persons by the second party itself.
- 36. The Security Agency shall undertake, at their own expense but to the satisfaction of the Institute, a continual updating of skill, processes and procedures followed by the Security staff employed in the security of the Institute by organizing suitable training programs for them on the routine basis. This training program may be included in their duty, like two hours in a week. It may include various aspects of security of a vital installation, major expected threats, and measures to curtail these threats, use of security equipments, and use of fire arms to armed guards etc.
- 37. Any payment, required to be made by the Security Agency to its personnel, in compliance with any of the laws of the land, shall be the sole responsibility of Security Agency. This would include specific responsibility with regard to the provision of the Minimum Wages Act and / or any other law, which may be applicable in the case. The Institute will in no case be responsible for default, if any, in this regard. Even if, as per provision of any relevant enactment, the liability becomes that of the Institute, it is clearly agreed that the same shall be deemed to be that of Security Agency and shall be discharged by them. The Institute's liability towards personnel will be limited to the extent of the contract price accepted by the Institute.
- 38. The Security Agency in discharge of its duties will be bound by operational parameters given in **Section-H** enclosed.
- 39. All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Prayagraj.
- 40. 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 with the police department.
- 41. The Security Agency shall ensure that the transport and communication equipment, as mentioned in the SECTION- D, 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.
- 42. The contractor shall submit Photocopy of the latest Income tax Return Certificate along with the tender:
- 43. The Security Agency shall be bound to perform the assigned jobs even though the same may not have been included in the scope of work. The charges for the extra services should be settled mutually.
- 44. A prospective bidder, requiring any clarification of the Bid Documents shall notify the **Assistant Registrar (Admin-III)**, MNNIT Allahabad in writing at his mailing address indicated in the Invitation for Bids. He/She shall respond in writing to any request for clarification of the Bid Documents, which he receives not later than 7 days prior to the last date for the submission of bids. Copies of the query and clarifications by him/her shall be sent to all the prospective bidders who have received the bid documents.
- 45. 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.
- 46. The amendments shall be notified on the www.eprocure.gov.in. In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the Institute may, at its discretion, extend the deadline for the submission of bids suitably.
- 47. The Security Agency shall be responsible for all injuries and accidents to persons employed by them. 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, monitory or otherwise. The Institute shall stand indemnified in respect of the treatment provided under such exigencies.
- 48. The Security Agency shall be responsible for the good conduct and behaviour of its employees. If any employee of the Security Agency is found misbehaving with the Institute Staff/employees/faculty and their family members or students of the Institute, the Security Agency shall terminate the service of such employee at their own risk and responsibility. The Security Agency shall issue necessary instruction to its employees to act upon the instructions given by the Officer-in-charge of the Institute Security.
- 49. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify whether he is signing as:
 - a) A sole proprietor of the firm or constituted attorney of sole proprietor.
 - b) A partner of the firm, in which case he must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.
 - c) Constituted attorney of the firm. Provided that,
 - i) In case of (b) above, a copy of the partnership agreement or general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of attorney shall 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 shall sign all other related documents.
- iii) 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 on account of execution of contract / intended contract.

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.

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 the replacement or on payment of adequate compensation on actual basis.

- 50. The Security Agency shall not appoint any sub-agency to carry out any obligations under the contract.
- 51. 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 with this provision will be deemed to be violating of the contract, inviting penal action.
- 52. The employees of the Security Agency shall be of good character and of sound health and shall not be less than 21 years or more than 50 years of age in case of Security Guards and 60 years in case of Supervisors. The minimum height of the Security staff should be at least 5' -6" for male except in case of hill tribes. For female the minimum height should be at least 5' 2". Anyone found below the minimum standard shall be removed immediately from the Institute and agency shall be liable for penalty points.
- 53. 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.
- 54. 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 the Institute buildings, hostels, residences and the campus in general.
- 55. The Security Agency will have to accept full responsibility to uphold labour, tax, welfare and such other employer's obligations in respect of his employees in consonance with the laws of the land, against all claims, damages or losses of every nature or kind, whatsoever, ensuring no liability or involvement of the Institute.
- 56. 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.
- 57. Security Agency shall abide by all laws of the land including, Contract Labour (Regulations & Abolition) Act 1970, Employees' Provident Fund & Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948, Minimum Wages Act, 1948, apart from tax deduction liabilities, welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially

- enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Security Agency, and it shall not involve the Institute in any way whatsoever.
- 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.
- 59. In case of any dereliction of duty, gross neglect, an unintended or intended damage caused by the Security Agency or its staff or otherwise, any harm done to the Institute, its properties, its designated officials or other employees, the Security Agency shall be liable to make good the loss or pay compensation, refund expenditure on legal/judicial proceedings as well as pay penalty, which the Director may deem fit.
- Total duration of contract shall be of 03 (THREE) years (initially for one year and extendable for another 2 years on two occasions of one year each, based on the satisfactory performance of the agency), subject to quarterly appraisal and review by the Designated Authority of the Institute. In case the performance of the agency is not found to be satisfactory as per parameters set out in SECTION-H of the contract or not in conformity with the terms & conditions of the agreement under SECTION-G, the contract shall be terminated even before the scheduled time by giving advance notice of 3 (three) months to this effect. In the event of premature closure of contract for reasons mentioned herein above, the Security Deposit shall be absolutely forfeited.
- 61. 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 during the period of contract the uniforms are worn out, it shall be the responsibility of the Security Agency to supply another uniform 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 be the responsibility of the Security Agency to supply such minor equipment necessary for discharge of duty.
- The Security Guards and Security Supervisors shall be required to work in three Shifts. However no Security Guard/Supervisor shall be allowed to perform continuous duty beyond one shift.
- 63. The Security Agency shall have proper standards and procedures for recruitment of guards and supervisors. The Security Agency shall have a properly designed uniform. The Institute reserves the right to suggest modification if it deems fit, for the proper appearance and turnout of the guards.
- 64. The Security Agency shall have a regular system of training the Guards before mounting them on duty. The Security Agency shall have proper training facility and profession syllabi for the training.
- 65. The Security Agency shall have a proper system of checking the guards on duty especially at night. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified.
- 66. The Security Agency shall have resources to assist the principal employer (i.e. the Institute) in conducting Security Audits, Surveys, and Investigation etc. and shall also be able to render professional advice on matters relating to security, intelligence and surveillance, free of charge.
- 67. Security Agency shall apply to the Labour Commissioner (c) for obtaining a labour license within a reasonable time and will submit a copy of the license to the security officer of the Institute.
- 68. **Price Bid of only technically qualified bidders shall be opened.** Earnest Money of the unsuccessful bidders shall be refunded without any interest within 45 days after the award of the contract to the successful bidder.

- 69. The bid shall remain valid for a period of **180 days** from the date of opening. In exceptional circumstances the Institute may request for bidder's consent for the extension of validity period of the tender. 100 percent Earnest Money Deposit will be forfeited if the bidder declared successful fails to turn-up to execute agreement for execution of the task.
- 70. Anyone or more of the following action / commission / omission are likely to cause summary rejection of bid:
 - (i) Any conditional bid or bid offering rebate.
 - (ii) Any bid in which rates have not been quoted in accordance with specified formats / details as specified in the Bid Document.
 - (iii) Any effort by a bidder to influence the Institute in the bid evaluation, bid comparison or contract award decision.
 - (iv) Any bid received with period of validity of bid shorter than 180 days.
- 71. The award of work order, when issued to the successful bidder, constitutes the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on stamped paper affixed with non judicial stamps, all of which finally form the contractual obligations to be adhered to performed by the bidder and the non performance of any of such obligations make the bidder liable for consequential effects.
- 72. The bid shall not contain corrections, erasures or over writing except as absolutely necessary to correct errors made by the bidder. Such corrections etc. shall be signed and attested by the person or persons signing the bid. Whitener is any condition is strictly prohibited.
- 73. 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.
- 74. The Institute does not bind itself to accept 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 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.
- 75. The successful bidder shall have to execute an agreement with the Institute on a non-judicial stamp paper of ₹100/- (Rupees one hundred only) and commence the work within 1 (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.
- 76. The successful bidder will be required to deposit with the Institute **Rs 50.00 lakhs** (Rupees Fifty Lakhs) only as **Performance Bank Guarantee (PBG)** for the entire duration of the contract.

77. Arbitration:

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement on any matter whatsoever, shall, 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.

If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns / withdraws for any reason from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it, if both the parties consent to this effect, failing which the Arbitrator shall be entitled to precede de-novo.

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

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.

78. Force Majeure:

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

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

Assistant Registrar (Admin-III)

MNNIT Allahabad

PARAMETERS

The main Security objectives of MNNIT Allahabad are as under:

- 1 Prevention of loss of the Institute and private property by thefts, burglaries, dacoities etc.
- 2 Prevention of injury, assault and violation of the persons, especially women residents and legitimate visitors. Providing protection to everyone, considering liberal and open culture among residents.
- 3. Smooth conduct of functions, conferences, dignitaries' visits, cultural events.
- Freedom of the campus from cattle, tree poachers and other unwanted elements.
- 5 The Security parameters will there have been:
 - i. Theft related.
 - ii. Patrolling related
 - iii. Discipline
 - iv. General
- A point system will be in operation under which operational failures, depending on 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 ₹ 500/- on the part of Security Agency subject to a maximum of ₹ 2,50,000/- or 10% of the gross payment to Security Agency in a month, whichever is less.

POINTS ALLOCATION

1. <u>Dacoity</u>

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

THIS MAY LEAD TO TERMINATION OF THE CONTRACT.

2. Thefts

SI. 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. <u>Patrolling</u>

SI. 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@ per day
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	100
	goods that need some form of transportation	
ix	Strength deployment relative to the deployment chart	25
Χ	Strength short fall by more than 10% on any given day	50

4. <u>Discipline</u>

SI. No.	Type of cases of in-discipline	Penalty Points (Units)
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 10 km	
	from the Institute (for each day after recruitment/deployment)	10
V	Recruiting/deploying illiterate personnel and/or recruiting/	
	deploying personnel of more than 50 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 - as per the decision of the Designated Authority of the Ir level of breach	nstitute depending on the

5. <u>General Nature</u>

SI. No.	Lapses of general Nature	Penalty points/month (Units)
i)	Lack of cattle control	50
ii)	Lack of cattle & monkeys menace control in residential area	50
iii)	Lack of cattle & monkeys menace control in campus thorough fares	50
iv)	Presence of unwanted elements on the campus	40
v)	Rash driving on campus.	30
vi)	Entry of unauthorized vehicle on the campus	40
		each case

6. <u>Compounding</u>:

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

7. Reward:

Concerned person should be rewarded individually, as per the decision of the Designated Authority of the Institute.

8. <u>GENERAL MECHANISM</u>:

(A) PENALTY POINTS

Penalty / reward bonus points will be finalized by the Designated Authority of the Institute 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 ₹ 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 MNNIT Allahabad which will be inclusive of one person from the security agency deployed at Allahabad.

Assistant Registrar (Admin-III)

MNNIT Allahabad