

# **Tender Document**

**For**

**Security Services Arrangement**

**At**

**Punjab National Bank Institute of Information  
Technology**

**Vibhuti Khand, Gomti Nagar,  
Lucknow - 226010.**

**Phone No. 2721173,74**

**e mail: [bankingtech@pnbiit.co.in](mailto:bankingtech@pnbiit.co.in)**

## **Tender Notice**

PNBIIT, an autonomous body, a registered society under society act, 1860, the premier Institute in IT Training and set up by Punjab National Bank, invites sealed tenders from management companies, Reputed Security services providing firms (hereinafter contracting firms/Contractors) engaged in the business of Security Services Arrangement for **at least five years** for providing **Security Services Arrangement** in the Institute situated in Vibhuti Khand, Gomti Nagar, Lucknow.

Tender documents may be collected from the Manager (Administration), PNBIIT, Vibhuti Khand, Gomti Nagar, Lucknow on any working day between 10:00 hrs. to 17:00 hrs. on or before 12.12.2009 against payment of Rs. 2,000/- through crossed demand draft in favour of PNBIIT Lucknow (non refundable). The duly filled tender documents may be submitted latest by 14.12.2009 upto 3 pm. The scope of work and other details of the contract are given in the annexures. The same can also be downloaded from Institute's website [www.pnbiit.com](http://www.pnbiit.com). In case the tender documents are downloaded from Institute's web site, the bidder has to pay the cost of tender documents through demand draft at the time of submission of tender. No application form will be accepted without paying tender documents fee. Applications not satisfying the procedures prescribed in the Tender documents and/or received without earnest money deposit and / or received without signed copy of terms and conditions in token of acceptance thereof **shall be treated invalid and rejected summarily.**

**The Institute reserves the right to reject any or all offers without assigning any reason thereof.**

### **1. Procedure for Submitting Tender**

The tenders are to be submitted in one envelope containing two separate sealed envelopes mentioning thereon the **envelop no.1** and **envelop no. 2** and contents as indicated below:

#### **1.1 Envelop number-1 ( Pre-qualification Bid / Technical Bid)**

Cover forming part-I of the Tender shall be superscribed with words "**Tender for Security Services Arrangement at PNBIIT (Pre-Qualification Bid)**" on the format of pre-qualification bid.

Envelope number-1 must contain crossed demand draft of Rs. 50,000/- (Rs. Fifty thousand only) towards earnest money in favour of PNBIIT, Lucknow along with the duly filled up tender documents provided to them or download from the net and be signed by the tenderer on each page after affixing rubber stamp of the firm/company. Any cutting should also be authenticated by the tenderer /authorised signatory of the firm against his/her full signatures.

Signatures of Contractor / Authorised signatory

## **1.2 Envelop Number-2 (Commercial Bid)**

Sealed cover forming part-II of the Tender shall contain **rates / price for the services** which should be superscribed with words “**Tender for Security Services Arrangement Contract (Commercial bid)**” on the format of **PART –II, Commercial Bid** as provided with the tender documents. It must be signed by the Contractor / Authorized Signatory of the firm after affixing rubber stamp of the Contracting firm/ Contractor without which the tender will be rejected.

**Both the Sealed covers** containing **part-I** and **part-II** shall be put in another third envelop and sealed properly superscribing the words “**Tender for Security Services Arrangement Contract at PNBIIT**” addressed to the Chief Manager (Admin.), PNBIIT, Lucknow-226010 and dropped in tender box at the Admin. Department of the Institute **on or before 14.12.2009 upto 3 pm.**

- ( i ) Any tender received after the prescribed time will not be accepted / considered for opening.
- ( ii ) All concerned may note that only part-I of the Tender shall be opened **at 1700 hrs. on 15.12.2009** for pre-qualification of the Contracting firms. Part-II of the Tender will be opened on the date and time to be notified later in respect of only those Contracting firms, which satisfy the prescribed prequalification norms.

**1.3 Definition:** In the documents unless mentioned or expressed clearly, the terms Bidder or Contractor, Tenderer, Institute, PNBIIT would have meaning as below:

- a. **Bidder, Tenderer, Contracting Firm or Contractor** : the Contracting firms / Contractors, participating and quoting for the tender.
- b. **PNBIIT, Institute:** Punjab National Bank Institute of Information Technology, Vibhuti Khand Gomti Nagar, Lucknow.

## **1.4 Schedule of Tender**

- ( i ) Date of tender notice .....23.11.2009/ 24.11.09
- (ii) Last date of issuance of tender forms.....12.12.2009
- (iii)Last date for submission of tender .....14.12.2009 upto 3 pm.
- (iv)Date and time of opening of Technical / Prequalification Bid **15.12.2009 at 5 pm.**
- (v) Venue of opening of tender. **PNBIIT, Vibhuti Khand, Gomti Nagar, Lucknow.**

**1.5 Signing of contract** : The successful bidder shall be required to enter into a contract with PNBIIT within 15 days of the award of the tender or within such extended period as may be specified by the Director of the Institute. The Contractor needs to intimate the Institute about acceptance of all the terms and conditions in the work order in writing duly signed by proprietor / partner or authorized signatory.

For any further details/clarifications one may contact Mr. Deepak Singhal, Sr. Manager (Admn.) at PNBIIT, Vibhuti Khand, Gomti Nagar, Lucknow-226010 (Telephone No.2721173, 74) (Email: [bankingtech@pnbiit.co.in](mailto:bankingtech@pnbiit.co.in))

Signatures of Contractor / Authorised signatory

## **2. Eligibility Criteria for Pre-qualification**

The Contractor should have been in the business of **Security Services Arrangement** for at least 5 years with an annual turnover in **Security Services Arrangement** business alone of at least **Rs.10 lakh** (Rs.Ten lakh only) each year during the last three years. In support of the above, the contracting firm should furnish the following documents alongwith Prequalification Bid. ( Envelope-I)

- (a) Profile giving complete details about the firm, including period for which it is in the business, duly signed by an authorized person(s).
  - (b) Annual accounts of the firm for last three years duly audited / certified by the Auditor.
- 2.1 Certificates from the clients** regarding the quality and duration of services rendered during the last 3 years shall also be furnished.
- 2.2** The track record of the contracting firm/Contractor should be clean and they should not have any involvement in illegal activities or financial misappropriation /frauds etc. Tenders (Part-I) must be accompanied by declaration to this effect on the letterhead of the contracting firm and duly signed by an authorized person (**As per annexure-I**).
- 2.3** The Contracting firm/Contractor should deposit Rs.50,000/- by means of a Demand Draft in favour of PNBIIT payable at Lucknow as Earnest Money Deposit(EMD) alongwith Part-I of the tender. The EMD shall not carry any interest. The EMD of the unsuccessful contracting firms would, however, be refunded only after finalization of the tender process.
- 2.4** The bidder must be registered with provident fund, **ESI, Sales Tax/Central Sales Tax department and should have PAN / TAN from Income Tax Department**. The bidder must submit details of above in part-1 of tendered documents (Prequalification bid)
- 2.5** The details of establishments (names, addresses, telephone no. etc.) where **Security Services Arrangement** services are currently being rendered/ have been rendered with value and period of the contract.
- 2.6** The authorized person of the contracting firm / Contractor must put his signature in all the pages of the tender documents invariably in having accepted all the terms and conditions in respect of this tender work.
- 2.7 Solvency certificate** of value **Rs.5 Lac** from any Nationalised / Scheduled Commercial Bank should also be submitted.
- 2.8** Any bidder / Contractor who is having criminal record is not allowed to participate in the bidding process.

**It may be noted that tenders not accompanied by any of above documents therefore will be liable for rejection.**

Signatures of Contractor / Authorised signatory

### **3. Check list for Pre-qualification bid (Part-I) for Security Services Arrangement Contract.**

Following information is to be provided by the Contracting firm/ Contractor:

- 3.1 Name of the Contracting firm/Contractor
- 3.2 Constitution/Memorandum and Article of Association duly certified.
- 3.3 Complete address of the Contracting firm/Contractor.
- 3.4 Telephone, Fax & E-mail etc. of the Contracting firm/Contractor.
- 3.5 Name(s) of the proprietor, partner(s) / Directors.
- 3.6 Their address/telephone no.
- 3.7 Year of establishment.
- 3.8 Income Tax PAN / TAN no and Income Tax assessment of last 3 years.
- 3.9 ST/CST registration no and Sales Tax clearance certificate of last 3 years.
- 3.10 Registration details of the Contracting firm/Contractor
- 3.11 Experience detail of establishment Where **Security Services Arrangement Contract** currently being rendered with value, for last 5 years period of Contract.
- 3.12 EPF No. (Attested copy of registration is required to be enclosed).
- 3.13 ESI No. (Attested copy of registration is required to be enclosed).
- 3.14 Audited / Certified copies of Balance sheet and profit & Loss accounts for last three years, details thereof.
- 3.15 Declaration on the letter head of the contracting firm that it has never been involved in any illegal activities (As per **annexure-I**).
- 3.16 A demand draft of Rs.50, 000/- drawn in favour of PNBIIT, payable at Lucknow towards Earnest Money Deposit (EMD).
- 3.17 Solvency certificate of value Rs.5 lac from any nationalized / scheduled commercial Bank.
- 3.18 Ensure that each page of this tender application has been signed by the Contractor / authorized signatory at desired place in order to certify that they have read and gone through all the terms and conditions of the tender.
- 3.19 Certificates from the clients regarding the quality and duration of services rendered during the last 3 years shall also be furnished.
- 3.20 Both the technical and commercial bids are put in a separate envelop, properly sealed and then kept in another third envelop as per the instructions in the para **“Procedure for Submitting Tender.**

**It may also be noted that tender not accompanied by anyone of the above information may be summarily rejected.**

Signatures of Contractor / Authorised signatory

#### **4. Covering Letter For submission of Tender**

The Director,  
PNBIIT, Vibhuti Khand,  
Gomti Nagar,  
Lucknow.

Date:

Dear Sir,

With reference to the tender invited by you for the following work of:

**“Security Services Arrangement”** at the Institute.

1. **I/ we** do hereby offer to execute the work under contract at the respective rates mentioned in the commercial bid. **I/ we** have seen the site, understood the conditions of contract and **I/ we** agree to execute the work as per specifications.
2. **I/ we** have deposited earnest money of Rs. \_\_\_\_\_/-  
(\_\_\_\_\_) by demand draft which amount is not to bear any interest.
3. **I/ we** do hereby agree that this amount of EMD shall be forfeited by you in the event of the tender is accepted and **I/ we** fail to execute the contract when called upon to do so.
4. **I/ we** understand that you are not bound to accept the lowest or any tender that you have received.

Tender submitted on \_\_\_\_\_

Yours faithfully,

Place:

Signature of Contractor /  
contracting firm / Authorised  
signatory.

(Seal)

Part - 1

**5. Technical / prequalification Bid**

1. Name of the Contracting firm/ Contractor : \_\_\_\_\_  
\_\_\_\_\_
  
2. Complete Address of the Contracting firm/Contractor with Telephone & Fax No., e-mail etc. : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Year of Establishment : \_\_\_\_\_
  
4. Status of the Contracting firm (whether Company/Firm/Proprietorship) : \_\_\_\_\_  
\_\_\_\_\_
  
5. Names address and telephone nos. of Directors/ Partners / Proprietor of the contracting firm / Contractor (i) \_\_\_\_\_  
(ii) \_\_\_\_\_  
(iii) \_\_\_\_\_  
\_\_\_\_\_
  
6. Whether registered with the registrar of companies /registrar of firms. If so, Mention registration number & date : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
7. Name and address of Banker(s) : (i) \_\_\_\_\_  
(ii) \_\_\_\_\_  
(iii) \_\_\_\_\_
  
- 8 Mention CST/ ST (**Sales Tax Registration Number**) and Date and attach a copy. No. \_\_\_\_\_  
\_\_\_\_\_  
Copy attached Not Attached
  
9. Furnish copies of sales tax Clearance certificate for last 3 years assessment. \_\_\_\_\_ Attached Not attached
  
10. Mention **TAN / PAN ( Permanent Account Number)**and Copies of Income Tax Assessment & Clearance Certificate for last 3 years. PAN No. \_\_\_\_\_  
TAN No. \_\_\_\_\_  
Copy Attached Not Attached

Signatures of Contractor / Authorised signatory

Tender Document for Security Services Arrangement

11. Mention **EPF No.** and **ESI No.** : EPF No. -----  
 ( Copy of EPF and ESI no must be enclosed) ESI No. -----  
 Copy Attached Not Attached
12. Certificates from the clients regarding the -----  
 quality and duration of services rendered -----  
 during the last 3 years shall also be furnished. Copy Attached Not Attached
12. Details of turn over for last 3 financial years 2006-07-Rs.-----Lac  
 Attach Certified / Audited copy of accounts 2007-08-Rs.-----Lac.  
 2008-09-Rs.-----Lac  
 Copies Attached Not Attached
13. Past Experience  
**Details of similar work done during last 5 years**  
**(Separate chart may be enclosed if more space is needed)**
- | Name of Organization | Duration |
|----------------------|----------|
| -----                | -----    |
| -----                | -----    |
| -----                | -----    |
| -----                | -----    |
| -----                | -----    |
| -----                | -----    |
14. Declaration by the Contracting firm/ Contractor -----  
 on the letterhead duly signed by himself -----  
 or authorized person as per **annexure-I** ) Attached Not Attached.
15. Solvency Certificate of value Rs. 5 Lac. Bank Name-----  
 from any Nationalized / Scheduled Branch -----  
 Commercial Bank. Attached Not Attached.
16. EMD ( earnest money deposit )details DD No.....Date.....  
 Amount.....  
 Bank Name.....  
 Attached Not Attached.

**Verification**

**I /We** verify that all details furnished above are true and correct to the best of my / our knowledge and belief. **I/We** understand that in case of furnishing of any false information or suppressing of an material information, the bid shall liable for rejection besides initiation of penal processing by the PNBIIT, as it deems fit.

Date  
 Place

Signature -----  
 of Contractor / Authorized Signatory

Seal

**Note: Compliance of all the points mentioned in the technical bid shall stand for evaluation of technical bid of the tender.**

**Schedule – A**

**6. Scope of Work, Duties, Responsibilities and Manpower to be deployed by Contracting Firm**

1. Security personnels should be minimum 170 cm. in height and they must possess physique of security personnel.
2. Security personnel should have minimum matric qualification, working knowledge of English and Hindi language and great sensibility.
3. Each and every security person to be deployed must have proper training in security duties e.g. Gate control, entry and exit control, material control, security register maintenance, staff control, parking management, vigilance duties, proper screening of incoming and out going men and material, general vigilance, basic knowledge of fire control system and medical first aid duties.
4. Security personnel must deal with all the staff members, visitors, and the customers in polite & humble manner without compromising to the basic responsibilities.
5. Security personnel deployed on duty should be prompt, alert and not involved in any personal work, gossip or news paper / novel / book reading.
6. Security personnel designated at their posts should not leave their posts vacant under any circumstances.
7. Security personnel should devoid of the habit of smoking or tobacco chewing.
8. Security personnel should be fully vigilant and attentive during period of duty/ deployment.
9. Security personnel should wear complete uniform with all the accessories- Cap, Belt, Badge, Insignia, black shoes, socks sweaters etc.
10. Security personnel should keep their uniform neat ,clean and well ironed.
11. Security personnel should carry with them warning whistle, pen, note book during their duty and also torches during night duty.
12. Maintenance of in and out duty register of security personnel and workers of other Contractors at the gate.
13. Physical verification of the persons of the Contractors going out side of the premises.
14. Proper entry of the visitors and vehicles after receiving due permission from concerned officials/contractors/hostellers over intercom / phone.
15. Maintenance of proper visitors record along with the vehicles entered in the Institute.
16. Issuance, deposition and maintenance of visitors slip and maintaining the record thereof.

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17. Physical verification / counting of incoming and out going material.
18. **Materials exit only through gate pass / challan issued by the competent authority** i.e. Manager or Assistant Manager in administration Department or authorized official. Specimen signature(s) of the authorized officials / Administration Department must be kept on record by Security Agency for verification purpose.
19. To lend support to the Institute in periodical checking of all fire extinguishers and fire hydrants installed in the premises.
20. Security supervisors/ guards must ensure that vehicles are parked only in the designated parking area.
21. Maintenance of key register and Maintenance of key records.
22. To ensure that the entry at the gate no. 3 ( residential side is restricted to the residents only. No vehicle / Visitor entering from the Gate no. 1 (main gate) be allowed to exit from any other gate.
23. The contracting firm / Contractor, for security arrangement in the Institute to ensure that no person is entering in the premises unauthorisedly.
24. To ensure that no beggar, salesman, or animal enters in the premises or hawkers put their shops/stall near the boundary walls of the Institute. It will be ensured that no unauthorized hoardings are put up by any Advertisement Agencies outside the walls of Institute.
25. Security guards manned at gates are not supposed or rest in huts during their duty hours.
26. All the general duties not specified above in respect of safety and security of the PNBIIT campus. The security personals will be very much vigilant to their duties round the clock and any suspicious movement in side the campus must be taken care of by themselves immediately and then inform the Administration or the officials residing in the residential campus of the Institute. Motto will be to ensure cent percent safety & security of the residents & property of the Institute.
27. **Minimum staff strength to be maintained by of the Contractors:**

The following minimum staff will have to be arranged by the Contractor for **Security Services Arrangement Contract**.

a)	Supervisor	1
b)	Security Guards	11
	<b>Total</b>	12

**Duties of security guards will be as under:**

- **1st Shift**                      **6 am to 2 pm**                      **4 guards**
- **2<sup>ND</sup> Shift**                      **2 pm. To 10 pm**                      **3 guards**
- **3<sup>rd</sup> Shift**                      **10 pm to 6 am.**                      **4 guards**

- **Duty of Security Supervisor will be from 2 pm. to 10 pm.**

The Contractor shall get the police verification done about the credentials of their workforce to be employed by him in the Institute and keep the record thereof with him /them for production to the Institute as and when desired.

Signature of Contractor/ Authorized signatory

28. The contracting firm must submit the details of their staff deployed on day-to-day basis to the campus supervisor of the Institute.
29. Security agency must ensure that materials or goods or SFF are entered in the Institute or sent out from the Institute only after issuance of valid gate pass issued by authorized officials of the Institute. Any violation in this respect will be the sole responsibility of the contracting firm.
30. The Contracting firm must ensure that at least one guard is deployed near the hostel block during the night and he should be mobile with stick and torch. All the items /consumables required for carrying out the duties will be provided by contractor at his own expenses.
31. The security guards should ensure the safety of the entire campus - administrative block, laboratories, class rooms, hostel, residential areas, auditorium, parked vehicle in the campus, coffee house, sports hall, etc.
32. The security firm and their staff must discharge their duty in professional manner and execute salutation to the higher authorities of the Institute in befitting manner.
33. The owner(s) of the Security firm should be invariably present during security meetings organized by the Institute.
34. Contracting firm will ensure that during the night, some of the deployed security staff in the campus are managed in such a way that they all are kept moving around the PNBIIT campus, from one security post to another, covering the whole areas of Institute.
35. All the entry and exit gates at the Administration building must be locked at 7.30 pm on weekdays and on Saturday at 4pm or as per the instruction of the Manager, Administration.
36. It will be ensured by the security supervisor that after the office hours, all the gates of the Administration block are properly locked and one of the guard is posted at the Library gate till the Library is closed. After the closure of Library the office locks are to be checked again properly.
37. Except for those who make their entry for joining the training programme, curfew time for the gate no. 1 and 2 will be 12.30 pm in the night.
38. The guards deployed in the Institute must be kept on rotation. In no case, any security guard be deployed for longer duty hours beyond the rules of Labour Law. Norms of labour rules must be adhered to in this regard.
39. The Institute will be free to device a mechanism to internally check the security services, being provided by the contracting firm. If during the surprise check, any guard is found missing or laxity is found in the security system, suitable penalty will be imposed on the contracting firm by the Institute.

Signatures of Contractor / Authorised Signatory

**Annexure-I**

Date:

The Director,  
Punjab National Bank Institute  
Of Information Technology,  
Vibhuti Khand,  
Gomti Nagar,  
Lucknow

**Reg: Security Services Arrangement Contract - Declaration of non-involvement in any illegal activities.**

I / We hereby declare that my firm M/S .....  
.....has never been involved in any illegal  
activities and never been charged for financial misappropriation/ fraud / embezzlement etc.  
Nor any criminal case is pending against me / us, my / our firm in any court of law.

Place:

Signature\_\_\_\_\_

Signature of Contractor / Authorised Signatory

(Seal of the firm)

**7. General Terms & Conditions: Security Services Arrangement Contract**

1. The Contractor agrees and undertakes to render the specialized first class services to the Institute **as defined in the schedule – A and B** and also as per requirement and satisfaction of the Institute from time to time.
2. The Contractor shall cause the work to be done by himself or through his men but the Institute shall have nothing to do with those persons nor would any of these persons have anything to do with the Institute in any manner whatsoever and the Contractor shall be liable for his own employees or worker and the contractor shall be solely responsible for the following:
  - i) The provision of payment of wages as per the provision of Minimum Wages Act or such act or other act or enactments in force from time to time.
  - ii) The payment of periodic wages to the employees engaged by the contractor directly according to the law.
  - iii) The payment of all benefits as admissible under different enactments to employees, including weekly rest / off day's leave, national holidays etc.
  - iv) The payment of compensation under the Workman's Compensation Act in case injury to any of their employee during the course of employment and the Institute will not be liable and shall stand totally absolved of any liability in his behalf.
  - v) The Institute shall not be liable to give any bonus to the workers of the contractor nor the workers will be entitled to claim any bonus and the payment of bonus to his workers shall be the entire responsibility of the contractor.
3. The Contractor undertakes to obtain any license, permit, consent, sanction etc. as may be required or called for from/by local or any other authorities for doing such work. The Contractor undertakes to obtain such permission/license as may be required under the Contract Labour Regulation and Abolition Act, 1970. The Contractor also undertakes to keep and renewed so obtained license, permission etc. from time to time. The Contractor shall be responsible for any contravention of the local/municipal/other laws/rules/regulations.
4. The Contractor agrees and undertakes to bear all taxes, rates, charges, levies or claims whatsoever as may be imposed by the state/central Govt. or any local body or authority. The Contractor agrees to furnish such proof of payments or compliance of the obligations including Registration Certificate, clearance certificate etc. as may be required by the Institute from time to time.
5. The Contractor shall keep the Institute indemnified against all the claims and liabilities, if any, mentioned in clauses 2 ,3 & 4 as aforesaid.

Signature of Contractor/ Authorized signatory

## Tender Document for Security Services Arrangement

6. the Contractor shall employ his staff as per list enclosed at **para 27 of point no. 6 (Schedule- A) of this tender document**, who would be medically fit, neat, hygienic, tidy and well behaved and shall be provided with suitable uniforms in consultation with the Director of the Institute.
7. The Contractor and all his employees shall at all time during the continuance of the agreement obey and observe all directions and instructions which may be given by the Institute concerning any aspect of Security Services Arrangement work
8. In case the Contractor assigns or sub-contracts this contract without written approval of the Institute or attempts to do so, the Institute shall have the right to terminate the agreement without giving any notice to the bidder.
9. The Director of the Institute shall be the sole authority to judge and decide about the quality of services provided by the Contractor for performance and the obligations under the agreement and all the disputes and differences which shall arise either during or after the agreement period or matters, arising out of or relating to the agreement or payments to be made in pursuance thereof shall be decided by the Director of the Institute. The Contractor hereby agrees to be bound by the decisions of the Director.
10. The E.M.D. (i.e.Rs.50000/-) submitted by the Contractor in the pre-qualification bid, would be held by the Institute as Security Deposit and shall continue with the Institute in lieu of performance guarantee till the expiry of the agreement. The security deposit would be appropriated towards loss or damages caused by the Contractor or the amount of value of shortage or breakage in the items entrusted to the Contractor or items under care taking with the bidder or any other liability of the Contractor. No interest shall be payable by the Institute on EMD.
11. The Institute shall have the right to withhold any reasonable sums from the amounts payable to the Contractor under this contract, if the Contractor commits breach of any of the terms and conditions to the satisfaction of the Institute as to payment of all statutory and other dues or compliance with other obligations.
  - a. The agreement shall be terminated without notice on gross violation or by efflux of time. It may be terminated on account of un-satisfactory services by **Two Months** notice at the option of the institute. The Contractor shall also have the option to terminate the agreement after giving **Two Months** notice to the institute.
  - b. On termination of contract by the Institute for any reason whatsoever, the Institute shall be entitled to engage the services of any other person, agency or Contractor to meet the requirements without prejudice to its rights including claim for damages against the Contractor.
12. The Contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc, relating to this agreement.
13. Notwithstanding anything contained herein before, it is agreed that the Director shall have the right to alter, modify and/or add such other terms and conditions considered necessary by the Institute and the Contractor in such case shall abide by the same.

Signature of Contractor/ Authorized signatory

14. The Contractor shall be responsible for general cleanliness, hygiene of the portion occupied by the Contractor.
15. The Contractor shall maintain highest standard and quality in the services. The Institute shall also have the right to insist on getting any service of maintenance, which has already been performed if the same was not carried out to the satisfaction of the institute.
16. **Contract Period**  
This agreement shall be enforced only for a period of **24 months** from the date of execution of the contract and may be extended for another **12 months** after a review of Contractors performance during this period of contract, on the same rates, terms and conditions. Expiry of the tenure of the agreement or on the termination of the contract for any reason whatsoever as per the terms and the conditions the Contractor shall deliver the articles of other equipments or any other property of the Institute in his/ its possession.
17. **Electricity Consumption:**  
The charges of electricity consumed for lights, fans and other electrical appliances at the security posts will be borne by the PNBIIT.
18. **Maintenance of Security posts:**  
The Contractor shall keep the posts provided for security purpose and the adjoining area clean and tidy and in good condition. The chairs, tables and other items have to be maintained in a clean and neat manner.
19. **Furniture, Fixture to be PNBIIT property:**  
All furniture, fixtures, equipment, articles and all other furniture, brought or made available by the Institute or to the Contractor for smoothly functioning of the work as per the agreement, shall remain exclusive property of the PNBIIT and shall on termination of the agreement be delivered up by the Contractor to the Institute in the same order and condition in which they now are, except reasonable wear and tear.
20. **Damage to other articles in the premises:**  
The Contractor shall be responsible for any damage to the areas under their occupation. When such damage is in the opinion of the Institute is due to negligence or carelessness or any fault on Contractor's part or that of its Supervisor, Workmen or Agent, the Contractor shall be liable to pay to the PNBIIT such amount in respect of such damage as may be assessed by PNBIIT or any officer / staff authorized in this behalf. The Contractor shall be responsible to take care of such Items. The Institute will not be liable for its wear and tear and breakage/missing, if any.
21. **Personal Supervision:**  
It will be the Contractor's responsibility to ensure that the obligations under the terms of this agreement are duly performed and observed by Contractor and the staff engaged by Contractor.
22. **Complaints and Improvements:**  
The Contractor shall carry out such improvements as may be necessary for ensuring satisfactory **Security Services Arrangement work** by the Institute's Administration.
23. **Penalty Clause**  
a) In case, at any stage it is found / proved that poor quality of services are being rendered by the Contractor or the Institute suffers any loss due to the negligence in

Signature of Contractor/ Authorized signatory

the duties performed ( Physical or behavioral ) by the guards of the contractor, or any reason whatsoever that the contractor did not comply with the terms of the contract which caused the damage to the Institute's Image , property, the Institute would impose financial penalty upto the minimum of Rs. 1000/- ( which may be increased in the multiples of Rs.1000/- depending upon the gravity of complaint / loss/ damage to the Institute) deducted from the Contractor's monthly bill for which the decision of Institute will be final and binding on the Contractor.

- b) In case of losses occurred due to violation of rules/agreement of contract or dereliction of duties on the part of security agency/contracting firm for security arrangement, the Institute shall have full right to appropriate the equivalent amount of loss from the EMD or monthly bills of the contractor.
- c) If any article/goods/equipment/SFF/material is sent out without proper gate pass duly signed by the authorized signatories the security agency will be fully responsible for the lapse and equivalent amount will be recovered from the agency.
- d) If the contracting firm do not deploy requisite number of staff or their staff found missing as per **para 27 of point no. 6 (Schedule- A)** the Institute shall impose a penalty of Rs. 500/- per person per day for shortage of staff.

**24. Settlement of Accounts:**

The bill may be submitted on monthly basis. The payments shall be made as far as possible, within 10 days of submission of monthly bills, subject to the bill being in order. While making such payment, PNBIIT shall make the following deductions:-

- Income-tax deduction at source as per the Govt. rules.
- The amount equivalent to any damages/loss etc. caused to PNBIIT by the workmen employees of the Contractor.
- Any other charges (penalties and other deduction etc.)

**25. Summary Termination of the Contract:**

In the event of instances of gross misbehavior, theft, burglary, moral turpitude, misuse of the occupied area, etc. by the Contractor or by any staff of the Contractor or agent of the Contractor, PNBIIT may forthwith terminate this Contract summarily without any previous notice to Contractor and Contractor shall have no claim whatsoever against PNBIIT or any of its officers in consequence of such termination.

**26. Contractor to vacate the Occupied areas on Termination/Expiry:**

Immediately on the termination or expiry of this contract, the Contractor and its employees and agents shall peacefully vacate the premises and handover to PNBIIT all articles, equipment, furniture and fixtures belonging to PNBIIT and entrusted in its custody and shall remove all its stores and effects. In case of default, PNBIIT shall be entitled to enter into and take possession of the occupied areas or remove the stores or the effects wherever lying of the Contractor and to dispose of the same by sale or otherwise without being liable for any damage.

**27. Failure to Exercise PNBIIT's rights:**

Any omission on the part of PNBIIT at any time to exercise any of its rights under the terms of the **Security Services Arrangement** shall in no way impair or affect the validity of the terms and the rights of PNBIIT to enforce its rights at any time subsequently.

Signature of Contractor/ Authorized signatory

**28. Tenancy Rights:**

Nothing herein contained shall be construed to create any tenancy in Contractor's favour of the occupied areas and premises and PNBIIT may of its mere motion effect the termination of this **Security Services Arrangement**, re-enter and retake and absolutely retain possession of the occupied areas.

**29. Licences and Registrations:**

The Contractor should obtain the requisite license under Contract Labour Act (Regulation and Abolition Act,1970) and amended from time to time issued by the concerned Labour Department for running the establishment. PNBIIT shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments by the Contractor.

The Contractor shall register with the Registrar of concerned State Body and shall abide by State Labour/Government of India(ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract including Works Contract Act, Minimum Wages Act,1950 and amended from time to time, Payment of Wages Act,1935 and amended from time to time, Provident Fund Act, ESI Act and such other Statutory Enactment, Rules and Regulations laid by the Government and local body in force, coming into force which may apply to this agreement. The Contractor shall indemnify the principal employer (PNBIIT) against risks and damages arising out of the default on the part of Contractor due to negligence or non-compliance of any of the aforesaid rules, regulations etc. laid down by the Government and other statutory authorities from time to time.

The Contractor shall comply with all requirements of law with regard to the provision of labour and ensure that an appropriate license from State Assistant Commissioner is obtained. It shall be the responsibility of the Contractor for furnishing necessary Statutory information/documents in proof of the above whenever called for by PNBIIT.

In case of any labour problems related to the workmen staff of the Contractor, the same will be settled at the Contractor's end only.

**30. Disputes Resolution:**

All questions, disputes and /or difference arising under or in connection with this agreement or in any way touching or relating to or concerning the construction, meaning or effect or the terms herein, shall be referred to the sole arbitration of PNBIIT or to the sole arbitration of the Officer who for the time being is entrusted whether or not in addition to other functions, with the functions of PNBIIT by whatever designation shall offer may be called hereinafter referred to as the said officer and if PNBIIT or the said officer is unable or unwilling to act, the sole arbitration of some other person appointed by PNBIIT or the said Officer and willing to act as such arbitrator.

The Contractor has no objection to any such appointment to the effect that the arbitrator so appointed is PNBIIT's own Officer or that he was a part to the contract or that he had to deal with matters which relate to this arrangement or that in the course of this duties as such Officer he had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator so appointed shall be final and binding. All disputes shall be jurisdiction of courts of District Lucknow only.

Signature of Contractor/ Authorized signatory

31. The Contractor must ensure that his entire staff observe cleanliness and are properly dressed in clean uniform with prescribed identity cards during service hours. **The Contractor shall incur the cost of uniform and I-Card to his employees.**
32. The Contractor should take all precautionary measure to ensure the safety of his workmen and the Institute shall not be responsible in case of any eventuality.
33. The PNBIIT reserves the right to reject any particular workman/staff employed by the Contractor under contract with it without assigning any reason thereof. Such staff will have to leave the campus at short notice and will be replaced by the suitable substitute. The Contractor shall furnish a detailed list of his employees alongwith their addresses, photo identity to the Campus Supervisor and Manager (Admn.) of the Institute.
34. Any change in staff of the Contractor must be informed to the campus supervisor and the Manager Administration of the Institute.
35. Employees of the Contractor shall have no right to stay in the campus beyond their normal duties.
36. The workmen/staff engaged by the Contractor shall not have any right/claim over the facilities enjoyed by PNBIIT employees, participants etc.
37. Annual maintenance of the equipments provided by the Institute to the Contractor will be Institute's responsibility.
38. The Contractor shall not be allowed to carry away any material / item out of the campus. Accommodation shall not be provided by PNBIIT to the staff of the Contractor
39. The Contractor shall co-operate with the other Contractors working in the campus.
40. For the purpose of conducting this **Security Services Arrangement** work the staff deployed shall be of good health and character. They should also possess quality of pleasant behavior, obedience and should be non-smoker / Non-Gutkha / Pan -chewer.
41. All the workforce to be provided by the contracting firm / Contractor shall be on the pay roll of the contracting firm / Contractor and they will not be treated as staff of the Institute for any purpose. Their Wages, EPF, as per rules of the Government shall be the sole responsibility of the Contractor.

Signature of Contractor/ Authorized signatory

**Part-II**

**Commercial Bid** (Consists of 1 page)

(Rates quoted in this bid must be inclusive of all taxes and the service tax at existing rate)

The Director,  
Punjab National Bank Institute of Information Technology ( PNBIIT),  
Vibhuti Khand  
Gomti Nagar  
Lucknow.

**Reg. Tender for Security Services Arrangement – Commercial Bid.**

Sir,

This has reference to your tender for **Security Services Arrangement work** followed by my technical bid. I have read all the terms and the conditions as stipulated in the technical and commercial bids and I am ready to execute the stamped agreement as per the terms of the **schedule- A and B** of tender documents. I confirm that I fulfill all the eligibility criteria as stipulated by you.

I offer my rates as under which is being quoted **inclusive of all taxes and service tax** at existing rate:

<u>Nature of work:</u>	<u>Rate per month</u>
<b>Security Services Arrangement Contract</b>	Rs. _____
(Amount in words Rs. ....)	

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Signature of Contractor / Authorised Signatory

Date :  
Place:

(Seal of the firm)