## Contents of Tender Document

Contracting For Providing Security Services

At

Malaviya National Institute of Technology, Jaipur

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Sealed tenders are invited from Professional Security Providers capable of providing 03 Supervisors (All Ex-servicemen) and 114 trained Security guards (minimum 50 Ex-servicemen and remaining civilian guards) for providing 24 hours security services on rotation basis in 3 shifts of 8 hours each. Agencies should have an average annual turnover of ` One Crore or more from security services during the last three financial years. Such security agencies must be holding valid licenses under the Private Security Agencies Regulation Act, 2005 (29 of 2005) for operation in the state of Rajasthan, and must be registered with EPFO, ESIC and having Service Tax Number, Permanent Account Number (PAN) and Tax.

Tender document can be downloaded from our website www.mnit.ac.in. Tender carries a non-refundable tender fee of ` 2100/- (Rupees Two Thousand One Hundred Only) to be paid through a Demand Draft drawn on any scheduled commercial bank in India in favour of “Registrar, MNIT, Jaipur” Payable at Jaipur. Sealed Tender should reach this office by Monday the 06th April, 2015 at 04:00 PM.

The Tender document comprises of three parts, that is, (I) EMD and Tender Fees, (II) Technical Bid and (III) Financial Bid. The successful Bidder will need to sign a contract on Terms & Conditions contained in the Tender document. The envelopes containing EMD and Tender fees, Technical Bid and Financial bid should be kept in separate envelopes and all the envelopes should be kept in another envelope super-scribing ‘Tender for Security Services’. Due date of opening of technical bid is Wednesday the 08th April, 2015 at 04:00 PM. If the last date of depositing and opening of tenders happens to be declared Holiday, then the tenders will be deposited / opened on the next day, other terms and conditions and the time schedule remaining unchanged.
Section – I

1. ELIGIBILITY CRITERIA FOR BIDDERS

Sealed tenders are invited under Two Bid system (Part-I: Technical Bid and Part-II: Financial Bid) from approved and eligible security service providers meeting the following criteria:-

(a) The bidder must be a Proprietary/Partnership firm/Limited Company/ Agency/Society legally constituted or registered under the relevant Act having a valid license under Private Security Agency (Regulation) Act 2005 to operate in the State of Rajasthan.

(b) The Company/Agency should have provided or currently be providing at least 100 trained security guards services at one location in a Government/ Semi Government organization/Public Sector undertaking/ University/ Academic Institute or 75 or more trained security guards at two different locations for at least a period of last three years or more.

(c) The bidder must submit Customer Satisfactory Performance Report (CSPR) from the organizations for which experience certificate is being submitted for the financial year in which they have provided the qualifying Security Services. Such CSPR must be signed by the authorized signatory of the organization concerned and should have been issued on or after 01.04.2014.

(d) Where the Bid is signed by any official other than MD/CMD or Proprietor/ Owner of the Agency, then the person signing the Bid must have to submit duly signed power of attorney from the MD/CMD or the proprietor/ owner of the Agency to the effect that the person signing the bid is legally authorized and competent to sign the bid and negotiate on behalf of the Agency concerned. All the pages of the bid must be serially numbered and duly signed and sealed by the Authorized signatory giving details of the page numbers in the index of the bid.

(e) Self-Attested copy of Memorandum of Understanding (MoU) shall be provided in case the Bidder comprises of Joint venture/consortium/ Partnership or relevant document about sole proprietorship.
(f) The bidder shall submit full details of his ownership and control or, if the bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

(g) The Company/Agency must have valid ESI, EPF Registration and Income Tax Account No. (PAN) and Service Tax Registration.

(h) The Company/Agency should have an annual turnover of `One Crore at least for the last 03 consecutive financial years. (Attach I.T. return and balance sheet for the last three years).

(i) The company/Agency should possess adequate experience of at least three years of Guarding and handling Electronic/Non-electronic gadgets and Basic Crowd Control Devices duly certified by the clients.

(j) The Company/Agency should be capable of providing a centralized 24 hrs. manned control room backed up with wireless communication and transport fleet.

(k) Besides providing Security Services the Company/Agency should be capable to monitor Traffic Safety, Parking & Trespassing.

(l) Be able to provide biometric attendance control system for the guard attendance & daily roster.

(m) All the copies of documents enclosed with the tender document should be attested.

(n) Financial bid be kept in a separate sealed envelope and should be super-scribed as “Financial Bid” for providing security services at MNIT Jaipur, and should contain only price bid without specifying any conditions. The financial quote should satisfy all the requirements and obligations under contract labour (regulation and Abolition) Act. 1970; Contract Labour (Regulation and Abolition) Rules 1971; Minimum Wages Act-1948; Payments of Wages Act- 1936; Payment of Bonus Act- 1952d and Amendment Act 1988; Employees Insurance Act-1938 and Amendment Act-1989; Employees Provident Fund Act, 1952; Private Security Agencies (Regulation) Act-2005; and the Rules notified under these Acts, failing which the same be rejected.
(o) The bidder must submit an undertaking on a non-judicial stamp paper (100/-) duly notarized that the security agency has not been blacklisted and no case is pending with the police or in court of law against their name.

(p) Non-submission of these documents will make the bid as non-responsive and such bids shall not be considered as valid.

2. The Tender Form along with other details can be downloaded from the website: www.mnit.ac.in. The completed tender must be submitted along-with Demand Draft of 2,100/- (Rupees Two Thousand One Hundred Only) towards tender fees and 5,00,000 (Rupees Five Lakh Only) towards Earnest Money Deposit respectively in favour of “Registrar, Malaviya National Institute of Technology Jaipur”. Without EMD and Cost of the Tender Document, the technical bid will not be opened and the tender will be rejected summarily.

3. The Bidder should quote the rate and amount tendered by them in the financial bid in figures as well as in words without any corrections or over writing.

4. The tender should be filled up and signed in Hindi or English language only, the total amount tendered should also be written in the English numerals only.

5. At the first stage, the Technical Bids will be opened 06th April, 2015 at 04:00 PM in the office of the Registrar, MNIT Jaipur, in the presence of bidders. The time and date of opening of Financial Bids shall be intimated later. The financial bids of only those bidders will be opened who are declared qualified / determined to be responsive in the Technical bid. An undertaking to abide by the conditions governing the terms for providing security services should be enclosed along with the technical bid.

6. The Tender is not transferrable under any circumstances.

7. Telegraphic/Electronic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the bidder.

8. The Tender should invariably be submitted in the prescribed form falling which it will not be entertained and will summarily be rejected.

9. Tenders with revised/modified rates/offer after opening of the tenders will summarily be rejected.
10. If the awardee does not start his work within the stipulated time, his entire Earnest Money deposit submitted with the tender will be forfeited.

11. MNIT Jaipur reserves the right to accept or reject any or all or any part of the tender without assigning any reason thereof, and the decision of MNIT Jaipur in this respect shall be final.

12. The Bid shall remain valid for a period of not less than 90 days after the last date of receipt of the Bids.

13. Basic rates of wages, quoted below minimum wages applicable for watch and ward and security supervisory staff in the State of Rajasthan shall render the bid to be disqualified for evaluation. In case minimum rates of wages have been fixed by both the Central and State Governments, the rates of wages whichever is higher will be applicable.

14. The evaluation of bid will be done for all the items put together and the contract will be awarded to the lowest responsive bidder.

15. The performance guaranty should remain valid for a period of 60 days beyond the date of completion of all contractual obligations including warranty if any.

Registrar
Section – II

Scope of Work of the Contract

(a) Providing round the clock general security services and guarding the buildings and areas earmarked. (b) Patrolling through the length and breadth of the campus at frequent intervals round the clock (c) Keeping vigil against trespassing by strangers, vehicles etc., (d) Mobilizing security guards to extinguish fire when incidents of fire occur in the campus (e) Security at the pumping station and power house of the Institute and (f) to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the campus of the Institute building.

The Selected Security Agency will deploy security personnel, to work in three shifts of eight hour’s duration, every day. The shifts will be as under:

a) ‘A’ Shift – 0600 hrs to 1400 hrs
b) ‘B’ Shift – 1400 hrs to 2200 hrs
c) ‘C’ Shift – 2200 hrs to 0600 hrs (next day)
d) ‘General Shift’ – 0900 hrs to 1730 hrs

(a) The Contracting Agency will deploy the trained/professional security guards with a minimum educational qualification of 10th standard. Trained in handling standard fire fighting equipments and able to maintain documents as per the security guidelines of the MNIT and the instructions of the staff of Security Section, MNIT, Jaipur with a knowledge in First Aid/driving/handling wireless equipments/modern security gadgets etc. preferably ex-servicemen, who are below the age of 50 years as well as physically fit and mentally alert. The contracting agency will also ensure that the security guards/security supervisors are free from any infectious disease before deployment for work.

(b) All Security Guards posted must be able to communicate in Hindi.

(c) They should have work experience for at least 2 years in security assignment in similar organization like NIT, IIT, Universities or Academic Institutions etc.

(d) No person who has been convicted by a competent court/who has been dismissed or removed on grounds of misconduct or moral turpitude while serving in any of the armed forces of the Union, State police organization, Central or State Governments or in any private security agency shall be employed or engaged as a private security guard or supervisor.
Apart from 117 Security Guards, **Three Shift supervisors (Shift In charge)** one each per shift and one unit in-charge will be deployed. They should be in the age group of 30 – 55 years and with a minimum qualification of Bachelor’s degree and should be Ex-serviceman not below the rank of JCO. Out of total strength of Security Guards provided by the agency, at least 40% of the Guards should be Ex-servicemen with services of at least 5 years in Military/Army/Naval/Air force.

**DUTIES AND RESPONSIBILITY OF SECURITY STAFF:**

1. The Security Supervisor will be responsible for overall security arrangements of the Institute covered under the contract.
2. Security Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
3. No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the Institute.
4. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
5. The officers and staff of the Institute will keep the Identity cards with them for checking by the security personnel and allowing entry.
6. Deployment of Guards/ Security Supervisors will be as per the instructions of the authorities of the Institute and the same will be monitored personally by the concerned authorities responsible for its optimum utilization from time to time.
7. Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.
8. The Security Supervisor/Guard will also take round of all the important and sensitive points of the Campus as specified by the Institute.
9. Security personnel shall also ensure door keeping duties.
10. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the Campus of the Institute.
11. Entry of the street-dogs and stray cattle into the Campus is to be prevented. It should be at once driven out.
12. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
13. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
14. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.

15. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Institute. Guards/Supervisors should be sensitized for their role in such situations.

16. The Security Supervisor/Guards are required to display mature behavior, especially towards female staff and female visitors.

17. The Security Guard on duty shall not leave the premises until his reliever reports for duty.

18. Any other provisions as advised by the Institute may be incorporated in the agreement. The same shall also be binding on the Contractor.

19. MNIT Jaipur premise is a ‘NO SMOKING ZONE’. No Security Staff of the company should be found Smoking, eating pan, gutka or intoxicants/drugs, etc.

**Provisions Requirement of Security Manpower at different locations of the Institute**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the locations</th>
<th>Number of Security Guards required</th>
<th>Total</th>
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<tbody>
<tr>
<td>1.</td>
<td>Main Gate</td>
<td>02</td>
<td>02</td>
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<tr>
<td>2.</td>
<td>Staff Colony Gate</td>
<td>02</td>
<td>02</td>
</tr>
<tr>
<td>3.</td>
<td>Jhalana Gate / Hostel Back Gate</td>
<td>02</td>
<td>02</td>
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<tr>
<td>4.</td>
<td>LT – 25 &amp; 26</td>
<td>01</td>
<td>01</td>
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<tr>
<td>5.</td>
<td>Director Bhawan</td>
<td>01</td>
<td>01</td>
</tr>
<tr>
<td>6.</td>
<td>Admin. Office</td>
<td>01</td>
<td>01</td>
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<tr>
<td>7.</td>
<td>Department</td>
<td>02</td>
<td>02</td>
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<td>8.</td>
<td>Design Centre</td>
<td>01</td>
<td>01</td>
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<td>9.</td>
<td>6T Work Shop</td>
<td>01</td>
<td>01</td>
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<td>10.</td>
<td>‘F’ Block / T. Lab</td>
<td>01</td>
<td>01</td>
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<td>11.</td>
<td>Jhalana Bypass</td>
<td>02</td>
<td>02</td>
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<td>12.</td>
<td>Girls Hostel – I</td>
<td>02</td>
<td>02</td>
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<td>Location</td>
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<td>Number</td>
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<tr>
<td>13.</td>
<td>Girls Hostel – 2</td>
<td>02</td>
<td>02</td>
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<td>14.</td>
<td>Aurobindo Hostel / Hostel – 9</td>
<td>02</td>
<td>02</td>
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<tr>
<td>15.</td>
<td>Guest House – 1</td>
<td>01</td>
<td>01</td>
</tr>
<tr>
<td>16.</td>
<td>Guest House – 2</td>
<td>01</td>
<td>01</td>
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<tr>
<td>17.</td>
<td>Hostel – 1</td>
<td>01</td>
<td>01</td>
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<tr>
<td>18.</td>
<td>Hostel – 2</td>
<td>01</td>
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<td>19.</td>
<td>Hostel – 3</td>
<td>01</td>
<td>01</td>
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<td>20.</td>
<td>Hostel – 4</td>
<td>01</td>
<td>01</td>
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<td>21.</td>
<td>Hostel – 5</td>
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<td>01</td>
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<tr>
<td>22.</td>
<td>Hostel – 6</td>
<td>01</td>
<td>01</td>
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<td>23.</td>
<td>Hostel – 7</td>
<td>01</td>
<td>01</td>
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<td>24.</td>
<td>Hostel – 8</td>
<td>01</td>
<td>01</td>
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<tr>
<td>25.</td>
<td>Canteen</td>
<td>01</td>
<td>01</td>
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<tr>
<td>26.</td>
<td>Sport Section / Football Ground</td>
<td>01</td>
<td>01</td>
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<tr>
<td>27.</td>
<td>Academic Office</td>
<td>01</td>
<td>01</td>
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<tr>
<td>28.</td>
<td>Girls Hostel Back Gate</td>
<td>01</td>
<td>01</td>
</tr>
<tr>
<td>29.</td>
<td>Patrolling</td>
<td>02</td>
<td>02</td>
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<td>30.</td>
<td>Shift Supervisor</td>
<td>01</td>
<td>01</td>
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<td></td>
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<td>39</td>
<td>39*</td>
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* Above figures are tentative and may increase/decrease depending upon the requirement of the Institute.

➢ Total (In Single Shift); 39 (Thirty Nine) (Including 01 Shift Supervisor).

**N.B.**:- It is mandatory to all the participating agencies to submit an UNDERTAKING that as & when additional manpower (at least 20 trained security guards) is required by MNIT Jaipur the same will be provided at a very short notice (Within 12 hours). Failure which a penalty will be imposed on the concern agency in accordance with the decision taken by the competent authority of MNIT Jaipur as deemed fit.
Section - III

INSTRUCTIONS TO BIDDERS

1. ONE BID PER BIDDER: Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

2. COST OF BID: The bidder shall bear all costs associated with the preparation and submission of his bid and the Institute will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

3. VISIT TO THE INSTITUTE: The bidder is required to provide security services to this Institute and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the Contractor has undertaken a visit to the Institute and is aware of the requirement and operational conditions prior to the submission of the tender documents.

4. CLARIFICATION OF TENDER DOCUMENT:

A) The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Office of the Registrar, MNIT Jaipur in writing.

B) The Tender document comprises of:

(a) Notice of Invitation of Tender
(b) Eligibility Criteria
(c) Scope of Work
(d) Instructions to Bidders
(e) Terms and Conditions of the Contract
(f) Technical Bid - Bidders Profile (Annexure – I)
(g) Check List for Technical Bid (Annexure – II)
(h) Financial Bid (Annexure – III)
(i) Form of Undertaking (Annexure – IV)
(j) Bank Mandate Form (Annexure – V)

C) The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required in the Tender document or submission of a tender not substantially responsive in every respect will be at the bidder’s risk and may result in rejection of his bid.
D) The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

5. PREPARATION OF BIDS

A) The bidder shall, on or before the date given in the Notice Inviting Tender and submit his bid in sealed envelopes clearly super scribed as Tender for providing security services at MNIT Jaipur.

B) One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

6. SUBMISSION OF BIDS

A) The bidder shall submit their offer in three separate envelopes i.e. 1. EMD & Tender Fees, 2. Technical Bid, 3. Financial Bid. All these three envelopes must be sealed, stamped and put in bigger envelop duly sealed and super-scribed as “Tender for Providing Security Services at MNIT Jaipur” and must be sent to the following address:

To
Registrar
Jawahar Lal Nehru Marg,
Jaipur – 302017

B) The sealed cover of Technical Bid must consist of the following documents:-

(a) Envelop No. 1: Tender Fee & EMD and Technical Bid as per the prescribed format in original with copies documents as per the Checklist and Eligibility Criteria

(b) Envelop No. 2: Financial Bid as per the prescribed format in original

C) Conditional bids/offers will be summarily rejected.

7. BID SECURITY/EMD (Non-Interest Bearing):

A) The Contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of ` 5,00,000 Lakh through a Bank Draft only issued by a Commercial Bank in favour of the Registrar, MNIT Jaipur and payable at Jaipur along with the Tender document. Bid securities of the unsuccessful bidders will be returned to them within 30 days from the date of award of contract. Any Tender not accompanied by Bid Security shall be rejected.

B) Bid security of the successful bidder shall be adjusted against the Performance Security. And for remaining amount of Performance Security separate DD shall be collected from the successful bidder.
C) Bid Security shall be forfeited if the bidder withdraws bid during the period of Tender validity or refuses/neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Institute.

8. VALIDITY OF TENDER: The tender must remain valid and open for acceptance for a period of 90 days from the date of opening of Technical Bid.

9. LATE AND DELAYED TENDERS: Bids must be received in the Institute at the address specified above not later than the date and time stipulated in the NIT. The Institute may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Institute and the Bidder will be the same.

10. BID OPENING AND EVALUATION:
A) The authorized representatives of the Institute will open the Pre-qualification/Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time. They must bring proper authorization from their firm/agency at the time of opening of the bids failing which they will not be allowed to participate in the opening process.

B) All supporting documents in respect of the Bid must be submitted duly self-attested by the person signing the Bid and all original documents have to be produced on the date and time indicated for opening of the Tender for verification, without which the Bid is liable to be rejected. The Institute reserves the right to verify those original documents from the Authorities independently who have issued such documents for the purpose of this tender. Participation of the bidder/its representative is may remain present at the time of opening the Bid.

C) The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.
D) Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders on Monday the 13th April, 2015.

11. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:-

A) The Institute is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing to the bidders terminate the tendering process.

B) The Institute may terminate the contract if it is found that the Contractor is black listed on previous occasions by the any of the Institutes/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

C) The Institute may also terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

12. Award of Contract:

(a) The Indentor will award the contract to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest price.

(b) The Indentor reserves the right at the time of award of contract to increase or decrease the requirement of manpower indicated in section II above.

(c) The indentor prior to the expiration of the Bid validity period will notify the bidder whose Bis is accepted for the award of contract. The terms of the accepted offer shall be incorporated in the contract.

(d) Company/Agency will apply to the Labour Commissioner for obtaining a labour license and will submit a copy of license to Establishment Section within 30 days from the date of issue of the award of contract.

13. PERFORMNACE SECURITY (PS) (Non-Interest Bearing):

The successful bidder shall be required to furnish a Performance Security (PS) within 07 days of receipt of ‘Letter of Offer” for an amount of 10% of the value of the Contract in the form of an Account Payee DD or issued by a Commercial Bank in favour of the Registrar, MNIT Jaipur and payable at Jaipur. The Performance Security shall remain valid for a period of
sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended accordingly.

14. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

Duration of the contract shall be 1 year. In case the service is not found to be satisfactory, the contract shall be terminated by MNIT by giving notice of one month to this effect. However, the contract can be terminated by giving a written notice of 3 months by the Agency. A record of every lapse small or big to be maintained by the Institute Authorities & a weekly meeting with the representative of the Company and Chief Security Officer / Security Officer will be held and minutes of the same recorded for compliance.

No employee of the Agency shall work for more than 26 days in a month or as specified by Labour Laws. No employee of the agency shall be deployed over time. No overtime wages will be paid by the Institute.

No Security Guard who has performed duty during night shift should be deployed for duty immediately in the following day-shift of the next day. Continuous overtime detainment of more than 8 hours / double duty is not allowed.

Agency shall abide by all laws of the land including. Labour Laws (ESI, PF, Bonus, Income Tax or any other extra taxes levied by the Government) Companies Act, TAX Deduction liabilities, Welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Agency, and it shall not involve the Institute in any way what-so-ever.

The Selected bidder has to furnish performance security in the form of Demand Draft for in favour of Registrar MNIT Jaipur for an amount of 10% of the annual contract value within a period of 07 days from the date of notification of awarding the contract.
Section - IV

TERMS AND CONDITIONS OF THE CONTRACT

1. DURATION OF CONTRACT:- The contract shall be valid for Three Years subject to annual renewal based on satisfactory performance.

2. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the Contractor such as ESI, PF, Workmen’s Compensation Act, etc. The list of staff going to be deployed shall be made available to the Institute and if any change is required on part of the Institute fresh list of staff shall be made available by the agency after each and every change.

3. The antecedents of security staff deployed shall be got verified by the tenderer from local police authorities and an undertaking in this regard to be submitted to the Registrar, MNIT, Jaipur. The tenderer shall submit copies of the discharge books of ex-servicemen to Institute administration, before their deployment. The antecedents of all the workers will be got verified from the police by the contracting agency before deployment for work.

4. The candidates / manpower provided by the Contracting Agency shall be accepted only after scrutiny by MNIT, Jaipur. Therefore, minimum three-four bio-data shall be made available against each slot in each category. The candidates may be invited for personal discussion also. No conveyance or any other charges will be paid by Institute. In case, none is found suitable then additional bio-data shall be made available by the Contracting agency, promptly i.e. within 24 hours. The replacement of a candidates on account of absence / unsuitability for Institute shall be made within 24 hours.

5. The normal office hours of MNIT is from 8:00 AM to 5:00 PM five days from Monday to Friday. However, the contracting agency will provide the security services round the clock all the days in a month according to the duty timing shown at section II of the tender document. MNIT also reserves the right to request for the services of additional/extra manpower. The contracting agency will be compensated, for the extra manpower provided, by the Indenting Agency as per the rate quoted.

6. In case of absence on any working day, the monthly remuneration will be regulated as per the following formula:
Total Monthly Remuneration = Monthly Remuneration - A1

Where A1 = Monthly Remuneration

\[
\text{Nos. of days in the month} \times \text{Nos. of days of absence}
\]

7. The contacting agency will be required to sign a contract with the MNIT as per the Model Contract enclosed for ready reference. The other terms and conditions specified in the Bid document and accepted bid will also form the part of the Model Agreement.

8. In case of any loss, theft/sabotage caused by/attributional to the personnel deployed, the MNIT reserves the right to claim and recover damages from Contracting Agency.

9. Contractor/Agency shall abide by all laws of the land including, Labour Laws (ESI, PF, Income Tax, Service Tax or any other extra taxes levied by the Government) Companies Act, TAX Deduction liabilities, Welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Contractor /Agency, and it shall not involve, the Institute in any way what-so-ever. All the beneficiary deductions and certified copy should be enclosed with the next bill, otherwise, the bills shall not be passed.

10. The Contractor will maintain an attendance register in which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The register shall remain available round the clock for inspection by the authorized representatives of the Registrar, MNIT Jaipur. Besides, the Contractor shall also maintain other statutory registers viz.; Leave Register, Overtime Register, Occurrence Register, Payment Register etc.

11. All liabilities arising out of accident or death while on duty shall be borne by the Contractor.

12. Adequate supervision will be provided to ensure correct & effective performance of the security services in accordance with the prevailing assignment instructions agreed upon between the two parties. The security personnel shall ensure that there is no unidentified/unclaimed/suspicious objects/person in the buildings/premises. The vehicles that enter into the premises must be identified, noted in the register and parked at designated places. Trolley mirrors will be used for the inspection of four wheelers/other vehicles. Security Officer must organize surprise visits (during day and night) to check the alertness and attentiveness of the security guards.
13. Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse the areas of the Institute premises.

14. The Contractor shall have his own Establishment/Set up to provide training of security personnel to ensure correct and satisfactory performance of his duties and responsibilities under the contract. The Institute reserves the right to physically verify such facilities prior to short-listing; and, failing which the bid shall be summarily rejected.

15. That in the event of any loss occasioned to the Institute, as a result of any lapse on the part of the Contractor as may be established after an enquiry conducted by the Institute, such loss will be made good from the amount payable to the tenderer. The decision of the Director in this regard will be final and binding on the agency.

16. The Contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the directions enumerated herein and in accordance with such directions, which the Institute may issue from time to time and which have been mutually agreed upon between the two parties.

17. The Institute shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Coordinator, Security Cell / Registrar.

18. The Contractor shall be responsible to protect all properties and equipment of the Institute entrusted to it.

19. The Contracting Agency shall provide to their security personnel with impressive summer uniform as well as winter uniform with insignia and shall be smartly dressed in neat and clean uniform and are required to display photo identity cards, failing which it will invite a penalty of ` 500/- each occasion. The penalty on this account shall be deducted from the Contractor’s bills.

20. The personnel engaged should be of robust physique and project an image of utmost discipline. They have to be extremely courteous with pleasant mannerism in dealing with the Staff/Patients/Attendants. The Institute shall have right to have any person removed in case the
security personnel is not performing the job satisfactorily. The Contractor shall have to arrange the suitable replacement in all such cases.

21. The eight hours shift will normally commence from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shift are changeable and can be fixed by the Institute from time to time depending upon the requirements. Prolonged duty hours (more than 8 hrs. at a stretch) shall not be allowed.

22. The security personnel deployed by the Contractor shall work under overall supervision & direction of the Institute administration. The Institute administration shall specify the services of guards to be obtained in each shift.

23. The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the Contractor and based on the attendance sheets duly verified by an Officer / Official of the Institute and other supporting documents. No other claim on whatever account shall be entertained by the Institute. In the event of revision of rates by Rajasthan State Government or Govt. of India as the case may be at any time, the same rates will accordingly be revised. The 'Onus' for producing the copy of notification of Concerned Government will be of the Agency. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted.

a) Contractor shall pay the entitled wages on or before 7th day of each month in respect of previous month.

b) Payment to such workers must be made by the service providers through the respective Savings Bank Accounts opened at Jaipur for each security personnel engaged by the Contractor for the Institute. Under no circumstances payments will be made in cash.

c) Monthly dues on account of EPF and ESI in respect of security personnel shall be made by the Contractor to the EPF and ESI authorities without delay. Remittances through Bank Challan Electronic transfer shall be made for all such security personnel as a distinct group.
d) While submitting the bill, the Security Agency must file a certificate certifying the following:

i) Wages of workers were credited to their bank accounts on (date)

ii) ESI Contribution relating to workers amounting to `______________ was deposited on (date) (copy of the challan / Electronic Challan cum Return enclosed)

iii) EPF contribution relating to workers amounting to `______________ was deposited on (date) (copy of the challan / Electronic Challan cum Return enclosed)

iv) Compliance to all statutory requirements including those under Labour Laws, Minimum Wage Act etc.

i) The Contractor shall compulsorily issue the salary slip to every security personnel in the following format:-

<table>
<thead>
<tr>
<th>Wage Slip for Month of:-----------</th>
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<tbody>
<tr>
<td>Name:</td>
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<td>Designation:</td>
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<td>ESI Card No:</td>
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<tr>
<td>Payment:</td>
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<tr>
<td>Basic Wage including DA</td>
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<tr>
<td>Overtime (if any)</td>
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<td>Additional Allowances (if any)</td>
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<td>Uniform Allowance (if any)</td>
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<td>Washing Allowance (if any)</td>
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<td>HRA (if any)</td>
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<tr>
<td>Leave Salary (if any)</td>
</tr>
<tr>
<td>Bonus (if any)</td>
</tr>
<tr>
<td><strong>Gross Amount</strong></td>
</tr>
</tbody>
</table>

24. Any damage or loss caused by Contractor’s personnel to the Institute in whatever form would be recovered from the dues of the Contractor.
25. In case any public complaint is received attributable to misconduct/misbehavior of Contractor’s personnel, & is assessed as true by Institute administration, a penalty may be deducted by the competent authority.

26. In case the Contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, Institute reserves the right to impose appropriate penalty as deemed fit.

27. The Contractor shall ensure that its personnel do not at any time, without the consent of the Institute in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Institute and shall not disclose to any information about the affairs of Institute. This clause does not apply to the information, which becomes public knowledge.

28. In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Security Deposit of the Agency shall stand forfeited.

29. Any liability arising out of any litigation (including those in consumer courts) due to any act of Contractor’s personnel shall be directly borne by the Contractor including all expenses/fines. The concerned Contractor’s personnel shall attend the court as and when required.

30. During the course of contract, if any Contractor’s personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Institute shall be entitled to terminate the contract forthwith duly forfeiting the Contractor’s Performance Security.

31. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Institute, such money shall be deemed to be payable by the Contractor to the Institute within seven days. The Institute shall be entitled to recover the amount from the Contractor by deduction from money due to the Contractor or from the Performance Security.

32. The Contractor shall not engage any such sub-Contractor or transfer the contract to any other person in any manner.

33. The Contractor shall indemnify and hold the Institute harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Contractor.

34. The bidder should be registered with the concerned authorities of Labour Institute under Contract Labour (R&A) Act 1970 and under Private Security Agency Regulation Act 2005 for operation in the State of Rajasthan.
35. The Contractor shall ensure to provide required number of female security guard as per need.

36. The Contractor shall ensure medical examination of security personnel before their deployment.

37. The Institute shall not be under any obligation for providing employment to any of the worker of the Contractor after the expiry of the contract. The Institute does not recognize any employee-employer relationship with any of the security personnel so engaged in the Institute.

38. The Company/Agency shall be responsible for all injuries and accidents to persons employed by it. It will also cover, through an Insurance Policy, its personnel for personal accident whilst performing the duty. Documentary proof of policy be provided to MNIT.

39. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Institute from the agency.

40. If any underpayment is discovered, the amount shall be duly paid to the agency by the Institute.

41. The Contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Institute etc.

42. The Contractor will have to submit proof of timely deposit of EPF/ESI in respect of security personnel engaged in the Institute to the authority concerned every month.

43. The Contractor’s shall disburse the wages to its staff deployed in the Institute every month through ECS or by Cheque in the presence of representative of the Institute.

44. The Contractor should have round the clock control room service in Jaipur along with quick response teams to deal with emergent situations.

45. The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.

46. The agency must have a registered branch office or furnish an undertaking to open one in the city of Jaipur within one month of award of contract failing which the contract shall be cancelled and the EMD will be forfeited.

47. That no right, much less a legal right shall vest in the Company/Agency’s workers to claim/have employment or otherwise seek absorption in the Institute nor the Company/ Agency’s
workers shall have any right whatsoever to claim the benefits and for emoluments that may be permissible or paid to the employees of the Institute. The workers will remain the employees of the Company/Agency and this should be solely the responsibility of the Company/Agency to make it clear to their workers before deputing on work at the Institute.

48. The Company shall not be allowed to change its name and style after the award of the contract.

49. Any legal disputes will be subject to jurisdiction of Jaipur Courts only.

50. DISPUTE RESOLUTION
   
   (a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities’ representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Director, MNIT Jaipur.
   
   (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding’s shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
   
   (c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Jaipur only.

51. FORCE MAJEURE

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.
52. JURISDICTION:

The courts at Jaipur shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.
Details of Earnest Money

Name of Bank : 

Bank Draft No. : 

Date : 

Amount : 

Date: 

Place: 

Signature of the Contractor or his authorized signatory with Seal of the Agency/Company.
## Questionnaire to be filled by the Company/Agency applying for tender for Security Contract at MNIT Jaipur (each response/document must be given with proper reference in the following tender document)

1. **Name of the Company/Agency**
   (Full address with Tel. No.)
   Tel. No: 
   Mobile No.: 
   Fax: 
   Email: 
   Web (URL): 

2. **Registration No. of the Company/Agency under State/ Central Govt. /PSARA Act.**

3. **Details of any tie-ups**
   (please attach details)

4. **ESI No.**
   **EPF No.**
   **Service Tax No.**
   **PAN No.**
   **TAN No.**
   (Please attach attested copies of Registration Nos.)

5. **Experience in handling of:**
   a) Computers
   b) Communication and Wireless equipment.
   *Please fill in details as per Annexure I. (Please attach certificates of clients)*

6. **Financial Status of Bidder and/or his Associates including annual report of past 2 years with ROC (Registration of Companies) receipts duly authenticated by Chartered Accountant.**

7. **Total Annual Turnover. (The agency should have minimum annual turnover of `One Crore at least for the last three consecutive years).**
   (Please attach copies of Balance Sheets duly certified by Chartered Accountant).
8. *Experience in security business for at least 3 years. Fill in details as per Annexure II of FROM ‘B’ (Please attach certificates from clients): *

9. *Experience of Working in Educational Institutes specially handling Student related activities viz. Hostels, Students functions/festivals. (Please Provide details): *

10. *Current list of clients wherein security staffs of 100 or more per day is provided in one location in a Government/ Semi Government/ Public Sector undertaking /University/Academic Institute or 75 or more trained security guards at two different locations: *

11. *Basic Crowd Control Devices available with the company for ready use. (if any) *

12. *Location of Training facilities (attach copy of Training Manual) *

13. *Details of Insurance Cover i.e. type of Insurance; Company & Amount & Scope of Cover (Please attach copy of cover note). *

**Mandatory requirements**

Date: 
Place: 

Signature of the Contractor or his Authorized Signatory with seal of the Agency/firm

**UNDERTAKING**

If any information given by me/us in the above technical bid is found incorrect or false at any stage, the entire security deposit including earnest money may be forfeited by the Malaviya National Institute of Technology Jaipur. I/we will not have any right to claim the earnest money.

Date: 
Place: 

Signature of the Contractor or his Authorized Signatory with seal of the agency/firm
# Details of Staff Deployed at Various Organizations During the Last Three Years

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the Client with Address</th>
<th>Period from-to</th>
<th>No. of ESM Supervisors</th>
<th>No. of Civilian Supervisors</th>
<th>No. of ESM Guards</th>
<th>No. of Civilian Guards</th>
<th>No. of Guards per Shift</th>
<th>Remarks</th>
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### MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR

J.L.N. MARG, JAIPUR

**Check list for Technical Bid**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents asked for</th>
<th>Yes / No</th>
<th>If Yes Page No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bank Draft of ` 2100/- towards Tender Fee</td>
<td></td>
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<td>2.</td>
<td>Bank Draft for ` 5.00 lakhs towards EMD</td>
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<td>3.</td>
<td>Authorization letter from the MD/CMD or Owner/Proprietor.</td>
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<td>4.</td>
<td>Undertaking of Truthfulness of Tender Participation</td>
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<td>5.</td>
<td>Undertaking to the effect that the firm has not been Blacklisted and no such cases are pending - duly notarized.</td>
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<td>6.</td>
<td>Copy of the PAN and TAN issued by the Income Tax Department with copy of Income-Tax Returns of the last three financial years.</td>
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<td>7.</td>
<td>Copy of Service Tax Registration Certificate</td>
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<td>8.</td>
<td>Copy of valid Registration Certificate of the firm/agency.</td>
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<td>9.</td>
<td>Copy of the License under Contract Labour (R&amp;A) Act 1970, of the employer for whom the Security Agency is currently undertaking the work.</td>
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<td>10.</td>
<td>Copy of valid Provident Fund Registration number.</td>
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<td>11.</td>
<td>Copy of valid ESI Registration Certificate</td>
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<td>12.</td>
<td>Proof of experiences as per the eligibility criteria</td>
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<td>13.</td>
<td>Customer satisfactory performance certificates / Work Completion Report as per eligibility criteria.</td>
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<td>14.</td>
<td>Copy of the Certificate of Registration issued under the Private Security Agency Regulation Act 2005</td>
<td></td>
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<tr>
<td>15.</td>
<td>Copies of accounts of Annual Turnover as per the eligibility criteria</td>
<td></td>
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<tr>
<td>16.</td>
<td>Copy of Memorandum of Understanding (MoU) in case the Bidder comprises of Joint venture/Consortium/Partnership or relevant document about sole proprietorship.</td>
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<td>17.</td>
<td>Proof of ownership and control</td>
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<td>18.</td>
<td>Proof of registered branch office in the city of Jaipur</td>
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<td>19.</td>
<td>Bidders Profile as per Annexure – B</td>
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<tr>
<td>20.</td>
<td>A signed &amp; stamped copy of Tender document to be submitted in token of acceptance of our terms &amp; conditions</td>
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<tr>
<td>21.</td>
<td>Bank Mandate Form as per Annexure-G</td>
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<td>22.</td>
<td>Any other documents (If required)</td>
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</tbody>
</table>

**Note:** Photocopies of all necessary documents duly self-attested must be attached in support of the information provided. Non submission of any of the above documents may lead to rejection of the bid.

(Signature of the Bidder)

Name and Address (with seal)

Page 29 of 32
### Format of Financial Bid:

(All Figures in `)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Category of Manpower</th>
<th>Number</th>
<th>Unit Monthly Remuneration</th>
<th>EPF Rate</th>
<th>ESI Rate</th>
<th>Service Charges with Reference to Basic Wage + DA</th>
<th>Monthly Rate (Col. 4+5+6+7)</th>
<th>Total monthly cost (Col. 8X3)</th>
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</table>

Bidders may quote their rate in keeping with the Tentative requirement of personnel as under:

1. Ex Servicemen Security Guards services : Minimum 55
2. Civil Security Guards services : Remaining out of 114
3. Supervisor (Ex-servicemen) : 03

**NOTE:**

1. Being an educational institution the Institute is exempted from payment of Service Tax.
2. In case of discrepancy between unit price and total price, the unit price shall prevail.

We agree to provide the above service of manpower and to abide by the terms & conditions contained in the Bid document and also agree to enter into the agreement in the format enclosed. The rates quoted are inclusive of all taxes leviable by the Central Government, State Government and other Statutory Organizations established under Acts enacted by the Parliament or Rajasthan State Legislative Assembly.

Dated:

Place:

Signature of the Contractor or his authorized signatory with Seal of the Agency/Firm.
MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR
J.L.N. MARG, JAIPUR

UNDERTAKING

(TO BE TYPED ON A LETTER HEAD OF THE SECURITY AGENCY)

To
The Registrar,
Malaviya National Institute of Technology
Jawahar Lal Nehru Marg,
Jaipur - 302017

Subject: Submission of undertaking for providing Security Services in MNIT, Jaipur vide tender notification No........................... dated ............... 

Dear Sir,

We, the undersigned, are submitting our bid for providing security services in your Institute in accordance with your Tender Enquiry No.:...................... dated ............... 

We hereby declare that all the information and statements made in this bid are true and we accept that any misinterpretation or false information /documentation contained in it may lead to our disqualification.

We accept all the terms and conditions of this tender document and we are not deviating from your terms and conditions. Our bid is binding upon us. We understand that MNIT Jaipur is not bound to accept any bid.

Yours sincerely,

Authorized Signature [In full and initials]
Name and Title of Signatory: ________________________________
Name of Bidder: ________________________________
Address: ________________________________

Telephone (Office): ________________________________
Fax: ________________________________
Email: ________________________________
Annexure - G

Mandate Form for Electronic Fund Transfer / RTGS Transfer

Date: __ / __ / _____

To
The Registrar,
Malaviya National Institute of Technology,
Jawahar Lal Nehru Marg, Jaipur - 302017.

Sub: Authorization for release of payment/dues from Malaviya National Institute of Technology, Jaipur through Electronic Fund Transfer/RTGS Transfer.

1. Name of the Party/Firm/Company/Institute:

2. Address of the Party:
   City __________________________  Pin Code ____________
   E-Mail ID: _______________________  Mob No: _______________________
   Permanent Account Number: _________________________________

3. Particular of Bank:

   Bank Name: ____________________  Branch Name: ____________________
   Branch Place: __________________  Branch City: ___________________
   PIN Code: _____________________  Branch Code: ___________________
   MICR No.: ______________________

(9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, Please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)

   IFS Code:(11 digit alpha numeric code)  

Account Type  Savings  Current  Cash Credit

Account Number: __________________________

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Registrar, Malaviya National Institute of Technology Jaipur responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place: ______________________
Date: ______________________

Signature & Seal of the Authorized Signatory of the Party

Certified that particulars furnished above are correct as per our records.

Bankers Stamp:
Date: ______________________

Signature of the Authorized official from the Bank

N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable.