

# National Institute of Technology Durgapur

M. G. Avenue, Durgapur – 713 209

[www.nitdgp.ac.in](http://www.nitdgp.ac.in)

NO: NITD/EST/Security/OA/10

Date: 16.03.2010

## NOTICE INVITING TENDER

Sealed tenders are invited in two bid systems i.e. i) Technical Bid ii) Financial Bid for providing round the clock campus security services at National institute of Technology Durgapur for a period of 02 years. The private security agencies with experience in providing security services to Govt. Organizations, public sector undertaking, autonomous bodies, educational Institutions or private sector of repute may submit their bid.

Important points to note

1	Estimated cost involved for providing service per month	Rs. 7,00,000.00 (approx.)
2	Cost of tender documents	Rs. 500.00
3	Period of sale of tender document	From 18.03.2010 to 26.03.2010 (up to 12: 00 hrs.)
4	Last Date of submission of duly filled – in tender document with time	Up to 05.04.2010 (up to 12:00 hrs.)
5	Date & Time of opening of tender document	03.00 PM of 05.04.2010 in the Institute Assembly Hall of NITD
6	Refundable Earnest Money Deposit	2.5% of the total estimated cost of two years.
7	Security Deposit / PGD (performance guaranty deposit)	10% of the total estimated cost of two years.

The tender document may be obtained from the Cash Section of the Institute by paying Rs. 500.00 (nonrefundable) in the form of demand draft, drawn from any Nationalized Bank, in favour of “National Institute of Technology Durgapur”. The tender document can also be downloaded from the website <http://www.nitdgp.ac.in> . In case, the tender document is downloaded from the website, the applicant has to attach the aforesaid draft for Rs. 500.00 with the tender, while submitting the same to the Manager (HES) NIT Durgapur.

Duly filled in tender documents are to be submitted to the Manager (HES), Estate section of NIT Durgapur along with EMD and self attested copies of the following certificates issued by the competent authority:

1. Year wise turnover in rupees during last five years (which should not be less than 80 lacs per year), sample copy is given in Annexure – I.
2. Proof of five years experience in providing similar security services to Govt. Organizations, public sector undertaking, autonomous bodies, educational Institutions or private sector of repute.
3. Photo copy of company's balance sheet for the last five years.
4. Employees provident fund, ESI, P. Tax, Service Tax Registration certificates with photocopies & code Nos.- sample copy is given Annexure-II.

5. Financial solvency certificate (FSC) obtained from nationalized bank – sample copy is given in Annexure – III.
6. Photocopy of security service provider registration certificate.
7. Details of company profile, sample copy is given in Annexure - V.
8. PAN card No. issued by income tax department and its photocopy.

The successful contractor / service provider will be required to deposit 10% of the total estimated cost of 02 years as security deposit / PGD, which will be refunded (after deduction of dues if any) on completion of contract period without any interest. EMD can be adjusted with Security Deposit/PGD. Security Deposit / PGD should be in the form of demand draft / pay order / bankers' cheque or bank guarantee drawn from any Nationalized Bank in favour of National Institute of Technology Durgapur payable at Durgapur within 15 (fifteen) day from the date of issue of LOI.

Tender along with all other documents are to be put in two (2) separate sealed envelopes. In the first envelop "EMD along with all certificates are to be put (sample copies of some certificate are show in Annexure 1 to 5 of part 3 of this documents), superscribing on its cover page "Technical Bid". In the second envelop duly filled-in tender documents (containing quoted amount in "Financial Bid", "Terms & Conditions" as per section 2 of part i and section 2 of part ii respectively of this documents) is to be put, superscribing on its cover page Financial Bid. Technical Bid and Financial Bid are to sealed in a single envelop, superscribing on its cover page "Tender for providing Campus Security at NIT Durgapur" along with writing: Tender No., Closing Date and time for submission of tender.

Sealed tender papers will be received at NIT Durgapur by Manager (HES), Estate Section, NIT Durgapur within specified date and time.

The intending Contractor /Service Provider/ or their authorized representatives will be allowed to remain present at the time of opening of the tender documents. The technical bid of the bidder will be opened first. If the EMD and all other necessary documents, as stated earlier are found in the envelop, in proper form, then only the corresponding financial bid of the bidder will be opened. Otherwise, the concerned tender will be rejected. The magnitude of the work may vary as per requirement of the Institute and will be intimated in due course of time. The Director NIT Durgapur reserves the right to award the job in part or whole, to one or more bidders.

The Institute reserves the right to accept or reject any or all the tenders without assigning any reason.

## Part - I

### SECTION-1

#### I. PREAMBLE

1. National Institute of Technology Durgapur, herein after referred to as 'NIT Durgapur' or NITD or 'Institute' only, would outsource the security services for the Institute Campus on Annual Rate Contract Basis.

The nature of security services includes arranging security personnel and providing security services to the entire campus of the Institute which includes among others: all building, premises within the security wall of the Institute as well as the lives and properties therein, as per the 'Scope and General Terms & Conditions' of the job defined in PART – 2 of this document.

2. The Contractor / Service Provider herein after referred to as "Contractor" 'Service Provider' only, will arrange / provide manpower on minimum wage rates and statutory charges as per the Govt. of India notification, that would be quoted by the contractor / service provider in the financial bid (given in section 2 of part I of this document), and provide security services, as per the 'Scope and General Terms & Conditions' of the job defined in PART-2 of this document.
3. The agency will arrange all necessary equipment's / tools as per PART-I of this document for providing the aforesaid security services as per the 'Scope and General Terms & Conditions' of the job, defined in PART-II of this document. No extra payment will be made in this respect.

#### II. GENERAL INFORMATION

##### (A) Category of security Personnel & Their Minimum Eligibility Criteria

##### (i) The Security Guards (SG):

Security guards should be preferably ex-service personnel (from Indian Army / Navy / Air force), Paramilitary forces, or, persons possessing certificate of training obtained from Director General of Police, Home Guard & Civil Defense, Ministry of Home, Govt. of West Bengal, or equivalent along with a minimum of two years' experience in working under a recognized security agency. The maximum age limit is 50 years. Should be minimum VIII th standard Pass (in case of lady security should have paramilitary / NCC background), should be able to read and write elementary English, and should also be able to speak Hindi and Bengali.

NOTE: The ratio of ex-service personnel and other trained personnel should not be less than 20:80.

##### (ii) The Field Supervisor (FS):

Supervisor(s) should be ex-service personnel from Indian Army /Navy/Airforce/ Paramilitary not below the rank of Hav/ASI or its equivalent. The age maximum limit is 55 years. Minimum Madhyamik Pass. should be able to read and write English, and should also be able to speak Hindi and Bengali. Ratio between ex-serviceman and others is 50:50.

NOTE: All the deployed security personnel must be physically fit for performing round the clock security duty at NIT Durgapur Campus and must possess good moral character and should have the basic knowledge of handling first aid firefighting appliances.

In this regard, the contractor must seek all credentials of the applicants, including their (i) medical fitness certificates, issued by the competent authority, (ii) character certificates issued by the employer (of organization where worked last), and verify the credentials before recruiting any of them as security personnel at NIT Durgapur. Institute will have the right to verify all security personnel before their deployment.

(B) NATURE OF DUTIES & RESPONSIBILITIES OF SECURITY PERSONNEL Etc.

(i) FIELD SUPERVISOR (FS)

Nature of Duties and Responsibilities	Shift	Remark
i) a) Patrolling the entire campus to supervise: a) the security status of all the security areas and b) the level of security services being provided by each and every on-duty security guard, ii) b) Preparing the duty chart for all security personnel. iii) c) Taking appropriate steps to improve the quality of security services by all security personnel. iv) Making all the on duty security guards alert/watchful in respect to their assigned responsibilities and v) Passing the collected information regarding security status of all the security areas / posts of the entire institute as well as the nature of security services being provided by each of the on-duty security guards to the Manager (HES) and Security Inspector in writing. All records are to be preserved by the contractor / his representative for verification by the Institute Authority or any of its authorized representatives. vi) Any other duty assigned from time to time.	2 in each of 1 <sup>st</sup> , 2 <sup>nd</sup> and 3 <sup>rd</sup> shifts for the entire institute, The senior most will act as shift in-charge	1. Must be available in the Campus during his tour of duty. 2. Field supervisor (FS) should report to the Security Inspector / Manager (HES)

ii) Security Guard – (a) Guarding men and material of his duty area and his adjacent areas. (b) Report unusual occurrences to FS. (c) Making document entry.

ii) SECURITY GUARDS

Sl. No	Duty Area	Shift			Total	Type of Duty	Remarks
		A	B	C			
01	Main Gate	02	02	02	06	Will be intimated in due course	
02	North Gate	02	02	02	06	-do-	
03	Tank Gate	01	01	---	02	-do-	Cover A & B type in C shift
04	LS Gate	01	01	---	02	-do-	Cover SS & LS type in C shift
05	SS-10 Gate	01	01	---	02	-do-	Cover DS & TS type in C shift
06	Hostel Area Gate	01	01	---	02	-do-	Cover all boys hostel in C shift
07	Workshop	01	01	02	04	-do-	
08	Library	02	02	---	04	-do-	
09	Hall-9	01	01	02	04	-do-	
10	Hall-9 back	01	01	02	04	-do-	
11	Hall-7 (Lady Guard)	01	01	---	02	-do-	
12	Hall-8 (Lady Guard)	01	01	---	02	-do-	
13	Girls Hostel Area	---	---	02	02	-do-	
14	Director Bungalow	02	02	02	06	-do-	
15	Guest House	01	01	---	02	-do-	
16	A B Type	01	01	02	04	-do-	
17	LS Type	01	01	02	04	-do-	Including staff club
18	LM barrack	---	---	02	02	-do-	

19	Library, ECE, CSE, Chemistry, D. M. Sen	---	---	02	02	-do-	
20	New Admn. Bldg.	02	02	02	06	-do-	
21	Main Academic Bldg.	01	01	02	04	-do-	
22	Hostel Area	---	---	02	02	-do-	
23	SS, DS, TS	01	01	02	04	-do-	
	Total	24	24	30	78		

Total Number of Security Guards = 78 Nos.

ii) Supervisor: -

Sl. No.	Duty Area	Shift			Total	Type of Duty	Remarks
		A	B	C			
01	Main Gate	01	01	01	03	Will be intimated in due course	
02	North Gate	01	01	01	03	-do-	

C) Estimated manpower Requirement (Tentative)

Sl. No.	Rank of security personnel	Numbers	Leave Reserve	Total required
1	Security Guards	74 + (4 lady security)	12 + 1 (lady security)	91 Nos.
2	Field Supervisor	06	01	07

NOTE:

- i) Estimated Manpower requirement is subject to changes, if necessary, at the discretion of the Director, National Institute of Technology Durgapur, The distribution of work force is also subject to change as required, at the discretion of the concerned officer of the Institute.

D) SHIFT DUTY HOURS

Shift 1	=	06:00 hrs. to 14:00 hrs.
Shift 2	=	14:00 hrs. to 22:00 hrs.
Shift 3	=	22:00 hrs. to 06:00 hrs.

E) DUTY HOURS OF SECURITY PERSONNEL

- i) Field Supervisor: - Providing security services in as per duty chart prepared by the agency / FS viz. (i) 06:00 hrs. to 14:00 hrs., (ii) 14:00 hrs. to 22:00 hrs., (iii) 22:00 hrs. to 06:00 hrs.
- ii) Security Guards: - Providing security services in as per duty chart prepared by the agency viz. (i) 06:00 hrs. to 14:00 hrs., (ii) 14:00 hrs. to 22:00 hrs., (iii) 22:00 hrs. to 06:00 hrs.

F) Uniform etc. of service personnel to be provided by contractor

- i) The uniform of the deployed personnel must be well maintained. They must carry whistles, stick, torch etc. must remain alert, active and ensure full-fledged security at their areas of duty, adjacent area, up to the satisfaction of the Institute authority.
- ii) The deployed personnel should carry photo identity card issued by the competent authority (specified in Part-2), and possess their nameplates attached with the uniform (displayed in person) during the tour of their duties.
- lii) They should carry proper job card (issued to them) during the duty period.

The contractor / service provider will bear full responsibility in providing a smart uniform to the security personnel at his own cost. The details of uniform as well as other items those are to be provided by the contractor: -

- i) Two shirts and two trousers,
- ii) One pair of shoes and two pair of socks,
- iii) One jersey pullovers,
- iv) One jacket,
- v) One Cap and one Belt,
- vi) Scarf, torch, batteries, lathi / ballam, whistle and stationery items etc.
- vii) Ceremonial uniform for special occasions for the security guards including at the gates and office complex in the working hours of the Institute.
- viii) One Rain Coat,
- ix) One pair Anklet,
- x) One Name Plate,
- xi) Running patrolling (RP) guard should have arm badge, anklet, and pompom on his cap for identification.

#### G) TOOLS AND EQUIPMENTS TO BE PROVIDED BY THE CONTRACTOR

The contractor should arrange the following equipments & tools at his own cost for proper management of security in the campus as a part of package:

Sl. No.	Equipments	Nos.
1	3 cell torches with batteries	18 Nos.
2	Search lights	08 Nos.
3	Mobile Phone	07 Nos.
4	Hand held metal detector	02 Nos.
5	Car image viewer	02 Nos.
6	By-cycle	03 Nos.

#### III) General Conduct:

- i) Good behavior: The contractor / service provider will ensure good behavior of all deployed security personnel with the students, staff of NIT Durgapur and visitors to the Institute. The agency must ensure that security staff shall abstain from taking part in any staff union and association activities within the Institute.
- ii) Conduct: In case any of the staff for security services deployed by the agency commit any act of omission or commission constituting misconduct or indiscipline, the agency will be liable and responsible to take disciplinary action against the personnel / staff, including suspension, dismissal from service etc. or removal of concerned staff.

#### IV) Penalty & Recovery

a) Penalty points will be counted on the following four basic factors:

- i) Lapses / failure on the part of security guards in providing contracted security services, and / or, failure to wear the specified dresses, and/or, failure to carry the required articles (e.g., Lathis, Identity card, Name Plates, Job Card etc.), while on-duty, as per 'General Terms and Conditions' or PART-II and others conditions of this document,
- ii) Indisciplined activity of the security personnel,
- iii) Lapses/failure on the part of the Contractor/management in providing essential tools/equipments, as described under 'General Information' in PART-I (Section-1) of this document, and / or, Lapses/failure, in any form, on the part of security management.

NOTE: This penalty and the consequent penalty amount has got no link/relation with the recovery that the contractor has to make to the institute / due to loss of any property etc. of the Institute, as stated in PART-II of this document, as a result of theft/burglary etc.

b) The methods of evaluating penalty amount are given below:

- i) Penalty for non-performance of the contracted security duty by any of the deployed Security Personnel (SP) would be evaluated based on the wage of the concerned SP per day = A say, in Rupees). The details are as follows:

Sl. No.	Reasons for imposing penalty	Recovery amount in Rs
1	For not-attending to duty without prior intimation. Penalty per occasion per SP,	$X_1 = 2.0XA$
2	Remaining inactive in discharging duties while attending the duties, and / or, remaining un-attentive towards the assigned responsibility. Penalty per occasion per SP is	$X_2 = 3.0XA$
3	Late attendance to, and/or, early leaving from any of the places of duties. Penalty per occasion per SP,	$X_3 = 2.0XA$
4	Sleeping while attending the duties. Penalty per occasion per SP,	$X_4 = 5.0XA$
5	Attending to duties without wearing specified dress, and / or, without carrying all specified articles as per terms and conditions/instructions. Penalty per occasion per SP,	$X_5 = 1.0XA$
	Total penalty to be recovered from contractor for non-performance of security duty in Rupees $X = n_1X_1 + n_2X_2 + n_3X_3 + n_4X_4 + n_5X_5$ where $n_1, n_2, n_3, n_4, n_5$ are the total number of occasions occurred per month.	

iii) Penalty for doing indiscipline activities by the security guards of the contractor would be eight times the wages of the concerned SP per day, i.e.  $Y = 8.0 \times B_1 \times N_1 + 5.0 \times B_1 \times N_1 \dots\dots$  where  $B_1, B_2, B_3$  etc. are the wages of the concerned SPs per day and  $N_1, N_2, N_3$  etc. are the number of SPs involved in indiscipline activity.

iv) Penalty for not supplying the contracted tools / equipments \*, and / or non-functioning of supplied tools/equipments\* for more than 3 (three) continuous days in a month, and/or, for Lapses / failure, in any form, on the part of security management, will be evaluated as follows:

Z = For lapses of any type, as mentioned under item (iii), above, occurring in any month, penalty would be imposed based on 5% of the bill value of the contractor for that month in which the lapses would occur.

\* The items those will be included for penalty calculations are: Bicycles, mobile phones, Car bottom viewers, Hand held metal detector etc.

**PART-I**  
(Section – 2)

FINANCIAL BID

(Should be filled in and submitted keeping it intact with the complete tender document)

Sl. No.	Particular of Post	Unit	Rate (in figure) per person per day for 8 hrs. duty. (Rate includes :- Minimum wages as per existing rate of GOI, EPF, ESI, Uniform charges, HRA, Bonus, Gratuity / Retrenchment benefit, Leave, Contractor's Admn./Service]. Breakup to be given.	Rate (in words) per person per day	Tentative No. of personnel required is given in Part-I (sec01) of this document
1	Field Supervisor. Supervisor allowance 10% of minimum wage of a security guard (if minimum wage is not mentioned in Govt. order for the supervisors separately].	01	Total Rs. _____ per person per day		
2	Security Guard	01	Total Rs. _____ per person per day.		

Service charge will be calculated based on minimum wage as notified by Govt. of India from time to time.

Service tax (as per prevailing law of the land).

While calculating rate per guard / day for 08 hrs. duty following points should be considered:-

- (i) Minimum wage as per notification of GOI Ministry of Labour and Employment No. 1/21 (7)/2009-LS II dated 30.09.09 is Rs. 150.00 + VDA Rs. 19.00.
- (ii) Statutory benefits EPF, ESI, Gratuity etc. as per (prevailing rate) law of the land.

PART-II

THE SCOPE OF WORK AND  
GENERAL TERMS & CONDITIONS TO BE SATISFIED BY THE CONTRACTOR

PART – II  
(Section – 1)

SCOPE of the WORK

National Institute of Technology Durgapur would outsource the security services pertaining to the Institute Campus on Annual Rate Contract (ARC) basis. In brief, the work includes (broadly described under 'General Terms and Conditions' in section 2 of Part-II of this document along with other criteria to be fulfilled):

- i) Arranging security personnel and
- ii) Providing round the clock security services to the Institute which include:
  - a) Guarding & protecting all properties belonging to the Institute as well as those issued by the institute to the campus dwellers/visitors/guests of the institute, against theft, pilferage, burglary,, fire etc,
  - b) Ensuring safety to all institute staff, their family members, visitors and dwellers with in the Institute Campus,
- iii) Preventing all sorts of anti-social elements from entering into the institute and / or occurrence of anti-social activities in the institute campus, regulating entry of unwanted visitors/salesmen to the institute, preventing entry of stray animals like cows, buffaloes etc. into the institute, checking of gate passes and allowing the entry / exit of valid material accordingly to/from the institute, regulating the entry and exit of vehicles, maintenance of visitor register / pass and register for vehicles and preserving the registers for verification by the institute authority.

PART-II  
(Section-2)

THE GENERAL TERMS & CONDITIONS FOR PROVIDING CAMPUS SECURITY AT NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR

A. SERVICES REQUIRED TO BE PROVIDED UNDER THE CONTRACT

1. The Contractor shall –

- i) Arrange/recruit specified numbers of well-trained security personnel, having qualifications/eligibility criteria as mentioned under section-I of the tender document. The arranged/recruited security personnel, in requisite number as required by the National Institute of Technology Durgapur (herein after referred to as ‘institute’) shall be deployed in and around the institute as decided by the institute. Locations, where the security personnel are to be deployed include: entire campus, all the gates of the institute [viz. (a) Main gate] and at any other points (security posts) in the institute campus, a tentative list of which is given in Part-I. The institute reserves the absolute right to either add, or, exclude or modify the specified locations in and around the institute, or, at any other place, at any time during the period of the contract.
- ii) Provide round the clock security services on all working days including all Sundays and all holidays, throughout the period of contract, for guarding and protecting the properties/items etc. in the entire campus of the institute, which among others, include: - all buildings of the institute, like offices, classrooms, guest houses, hostels, staff/faculty quarters and all immovable properties therein, institute premises, lands, lakes, transformers, electrical gadgets, flora and fauna etc. Details of some of the above, are given below:

Academic Complexes (CIF building, its extension, CSE/ECE building, Laboratory sheds, Workshop, Chemistry, DM Sen Hall, S. N. Ray Building, High Voltage Laboratory, Library, Guest House, Director’s BungalowEtc.), Estate Engineering buildings, Power Houses, Water Reservoirs, Commercial Complexes, Sports Complexes any other property owned by the Institute and the campus of the institute.

2. The responsibility to protect lives of all institute inmates/dwellers (like students, teachers, other non-teaching staff members, visitors etc.) shall exclusively rests on the contractor during the entire period of the contract (within the campus).

3. Further, the contractor and / or his representatives must:

- i) Regulate the entry and exit of all materials, items etc. to / from the institute campus in a manner to be decided by the institute and prevent any attempt being made by anybody (both insiders and outsiders) to either spoil any property of the institute or disrupt any activity of the institute. Also, the contractor must check/stop movement of illegal / unauthorized articles from / to the Institute. Any such illegal activity, once detected, should be brought to the knowledge of the Institute Authority by the contractor immediately the case is detected. The manner in which all such activities shall have to be performed by the contractor would be decided by the institute (and be intimated to the contractor) from time to time during the period of the contract.

ii) Regulate entry / exit of all vehicles through the institute gates, keeps detailed records of all such vehicles along with taking signatures of drivers in a specific register and preserve such records for verification by the institute at any time. The details in this regard would be decided by the institute (and intimated to the contractor) from time to time during the period of the contract.

iii) Prevent anti-social and / or unauthorized persons from entering into the institute. Also, the contractor shall prevent occurrences of anti-social activities within the institute campus. The security personnel at the entry points should be able to categorize the legitimate residents /any visitors without causing any embarrassment or discourtesy. The contractor shall maintain visitor registers /Slip (Provided by the Institute) and preserve the same for verification by the institute authority. The details in this regard would be decided by the institute (and intimated to the contractor) from time to time during the period of the contract.

iv) Ensure that trees, flowers, plants, lawns etc. are not damaged either by the campus inmates or by outsiders (s).

v) Prevent entry of stray animals like cows, buffaloes, goat, pig etc. into the institute.

vi) Extend full help / co-operation in all kinds of disaster management that may break out in the institute due to fire, natural calamities, mob violence, strikes, riots, etc.

vii) In case any theft or burglary occurs during the period of contract same should be intimated within 1 hr. to Institute Authority.

4. The contractor shall (with the concurrence of the Institute Authority) always maintain proper liaison and contact with the Police / Civil Administration for providing smooth and peaceful day-to-day security services to the Institute. In case, any disruption of law & order takes place in the campus, at any time, it would be the responsibility of the contractor to contact Institute Administration for further necessary action.

The Shift In-charge of the contractor, stationed in the institute campus, shall report all such incidents, as early as possible, to the Manager (HES)/Security Inspector/Officer-in-charge (Security) / authorized representative of the institute discuss such matters related to Institute security and take immediate steps as suggested by the institute.

Lapses, if any, with regard to fulfilling any of the aforesaid responsibilities by the contractor will entail penalty to be imposed by the Institute on to the contractor. The details are given in PART-I of this document.

## B. COMPENSATION OF LOSSES AND ENTITELMENT

5. The contractor shall compensate, in full, the loss sustained by the institute or its campus inmates on account of any theft, burglary and / or any other kind of intrusion in the campus, for which responsibilities are entrusted to the contractor, as per terms and conditions.

6. The amount of loss to be compensated by the contractor shall be determined by the Director of the Institute on the basis of or otherwise, on findings of a joint enquiry committee including representatives of both the Institute and the Contractor, and the same shall be binding on the contractor.

The matter may be referred to the law enforcement authority at Durgapur only, if it doesn't get settled for recoveries. If the Institute does not have enough dues of the Contractor with it to recover such amount, legal remedies will be resorted to as per the relevant law, in the courts located at Durgapur, West Bengal.

7. The contractor shall also be fully responsible for any loss of material and/or property of the Institute attributable to the negligence or failure of the security personnel in complying with the procedure. All losses suffered by Institute on this account shall be compensated in full by the Contractor. The decision of the Director of the Institute in this regard shall be the final and binding on the Contractor.

8. The Contractor shall be liable to be fined to the extent of agreed amount, in each case, if any theft occurs in the premises of the institute, during the period of contract, if that is not covered by the aforesaid clauses.

## C. RECRUITMENT AND CONTROL OF SECURITY PERSONNEL

9. For all intents and purposes, the Contractor will be the "Employer" within the meaning of different labour legislations in respect of the security personnel employed and deployed by him. All the personnel deployed by him shall be under the direct control and supervision of the contractor.

10. The security personnel deployed by the Contractor will be bound to observe all instructions issued by Institute's authority concerning general discipline and behavior.

11. Security personnel must be literate, should be able to read and write in English and comprehend the contents of institute communication and physically fit & mentally alert. The contractor shall deploy, only pension drawing Ex-Serviceman or para military personnel such as BSF, CRPF, or PAC etc. or trained persons (training obtained from Director General of Police, Home guard & Civil Defense, Ministry of Home, Govt. of West Bengal, or, equivalent) having minimum of two years' experience in working under a recognized security agency. No wages shall be payable in respect of such security staff in case documentary evidence in support of their eligibility is not provided in time by the Contractor.

12. Security Guards must be below the age of 50 years. The field supervisor of the Contractor shall be below the age of 55 years.

13. The contractor shall provide a complete list of the security personnel engaged by him in its final form (after the characters and other antecedents of the listed persons are verified by the police and found good) along with their addresses, photos and other antecedents for records.

14. In case, any of the security and other staff is found to be posted without the prior knowledge / approval of the Institute Authority, Institute Authority shall not be liable to pay for such security and other personnel.

#### D. BEHAVIOUR OF SECURITY PERSONNEL

15. Contractor has to ensure good behavior of his security personnel with the NIT Durgapur establishment and visitors. They shall abstain from taking part in any staff union and association activities.

16. If the services and / or conduct of any of the security personnel deployed by the contractor is found to be unsatisfactory, even though he is an Ex-Serviceman / trained person, he shall have to be withdrawn by the Contractor within 24 hours from the campus.

17. In case the security personnel deployed by the Contractor commit any act of omission or commission constituting misconduct or indiscipline, the contractor will be liable and responsible to take disciplinary action against the personnel / staff, including suspension, dismissal from service etc. or removal from Institute premises / campus.

#### E. DUTY HOURS, SITE ALLOTMENT

18. The deployment of security personnel shall be as per details given in Part-I hereto and will be executed by the Contractor (which can be changed at the discretion on the Institute Authority).

19. The Contractor will have to submit weekly duty chart of the security personnel to the Institute Authority prior to commencement of the week. The Contractor will also submit the list of personnel deployed by him.

20. The contractor deploys his men as per fixed timings of various duty shifts. However, the same may, in exceptional circumstances be subjected to change at the discretion of the Institute. A single duty shift will have a normal duration of 8 (eight) hours.

21. It is expected that the contractor should replace/transfer 25% of the total strength of security and other personnel within a period of 6 (six) month on a random basis. This shall be done giving prior intimation to the Institute authority. The full particulars of the replaced security and other personnel shall be supplied to Institute Authority.

#### F. PERIOD OF CONTRACT, TERMINATION / EXTENSION

22. The duration of the contract shall be for a period of 2 (two) years, except in the event of earlier termination, as per the terms and conditions. The contract shall automatically expire after completion of 2 (two) years, unless extended further.

23. The Institute has the absolute right to terminate the contract at any time before the due date of expiry without assigning any reason, by giving 3 (three) months' notice in advance, to the Contractor, in writing, or, by making equivalent payment thereof. The Institute shall also have the right to extend the contract in writing on the same terms and conditions or with some addition/deletion/modification for a further period of 1 (one) year, or, for a shorter period until a new security agency takes over, in the event of Institute resorting to the process of appointing a fresh contractor / service provider.

24. In the event of the Contractor desiring an earlier termination of the contract, he shall have to give 3 (three) months advance notice to the Institute in writing.

25. In case of termination of this contract/agreement on its expiry or otherwise, the staff, or personnel engaged and deployed, deputed by the Contractor, will not be entitled to and will not claim any absorption in the regular or otherwise services of the Institute. The personnel of the Contractor will not claim and will not be entitled to pay, perks or any other facilities as admissible to the regular / confirmed employees of the institute during the subsistence of the contract / agreement and even after the expiry of the Contract /Agreement. Institute shall have the right to requisition man power from other agency in case the performance of existing agency is not satisfactory.

#### G. PERFORMANCE OF SECURITY PERSONNEL AND CRITEIRA

26. The performance of security personnel, under the contract, will be reviewed by the Institute level Security Advisory Committee (SAC), or, by any other representative, to be named by the Director of the Institute, at 03.00 p.m. on the second working day of the institute of every month and the Contractor will remain present, personally, or, depute an authorized representative for the same. All decisions taken in the meeting and / or suggestions given by SAC to the Contractor or his representative, on matters related to institute security, must be implemented by the contractor.

27. Security personnel shall turn out properly with decent haircut, shave, shirt, trousers, boot/shoes, belt, caps, badges, whistles, lathis, khuris, rain-coats, torches etc. for attending the duties and shall carry the identity card, issued by the contractor and duly endorsed by the authorized officer of the institute, along with them.

28. The Contractor shall provide ON-DUTY Card, duly signed by the security supervisor and endorsed by the Chairman of SAC/Manager (HES), to every security personnel, at the beginning of each month. These cards are to be carried by every security personnel during duty period and will provide opportunity to all the concerned inspecting officer of the institute to write comments regarding performance of the concerned security personnel on it. The contractor shall submit the cards (carrying comments etc. written on them), in the meeting of SAC with Contractor, on 2<sup>nd</sup> day of succeeding month for discussion.

29. In the event of any on-duty security personnel found absent from the scheduled duty / post and / or found sleeping, and / or found not performing the assigned job properly, then penalty would be imposed, as mentioned in the Operational Parameter (Annexure-I).

30. The Contractor shall ensure that at no time a designated security post is left unmanned. Performing duty in two shifts by the same guard on a day shall not be permitted. However, in an emergent case exception can be made with prior approval of the Institute Authority to the extent of only one person in any one of the shift per day. But payment to such a person for the extra shift shall be restricted to Minimum Wage as notified by GOI.

Register shall be maintained at all the entry / exit gate for recording the names and other details of security personnel taking over / handling over the charge at all the gates. Another register will be maintained there to record the details of incoming and outgoing vehicles. Apart from this, the Contractor may have to maintain any such register, as would be required, from time to time.

31. The Contractor shall undertake, at his own expenses and up to the satisfaction of the institute, the task of updating the general as well as special skills of all his security personnel on regular basis, through a procedure followed by the standard security organizations by organizing suitable programs for them.

#### H. PAYMENT, LEAVE, STATUTORY OBLIGATIONS

32. The rates payable to the Contractor for security personnel to be deployed viz. Field supervisor, security Guard are to be quoted separately in Financial Bid, given in Part-I (Section-2). No extra amount will be paid by the institute over and above the amount calculated based on the prices quoted by the contractor and accepted by the institute.

33. The Contractor will be paid on monthly basis for his services. Bill shall be raised by the Contractor in accordance with the agreed upon rates on every 1<sup>st</sup> day of the succeeding month. Payment to the contractor will be released within 30 days from the date of acceptance of the bill.

34. The Contractor will ensure payment of wages to his personnel within the period prescribed under Labour Laws for the purpose.

35. The Contractor will follow all statutory requirements as per labour laws prevailing during the contract period and will be wholly responsible for breaking any such law. In all cases, applicable EPF & ESI, will be paid and deposited by the Contractor.

36. The Contractor will be responsible and liable for the implementation of all statutory provisions in respect of minimum wages, Provident Fund, and ESI etc. as and when they become applicable under the Labour Laws in connection with security personnel to be deployed by him. The Contractor shall maintain all the statutory registers under the law.

The Contractor shall produce the same on demand to Institute's authority or any other authority under law.

37. In case the Contractor fails to comply with any statutory obligation under any labour laws, and as a result thereof the Institute is put to any loss or obligation, monetary or otherwise, the Institute will be entitled to get itself reimbursed out of the bills or the security deposit of the Contractor, to the extent of the loss or obligation in monetary terms.

38. No leave of any kind shall be sanctioned by Institute authority to the security and other personnel. The Contractor will have to maintain sufficient number of leave reserves. The Contractor shall be liable to make substitute arrangements, at his own cost, in the case of absence of the security personnel. The Contractor shall man all the security check posts and other locations as specified by Institute authority on all days (round the clock) of a year.

#### I. FACILITIES TO BE PROVIDED TO PERSONNEL BY INSTITUTE / CONTRACTOR

39. The Contractor will have to arrange to robe all the security personnel on duty smartly and neatly on the pattern of uniformed armed Services of India. The Contractor will have to provide appropriate woollen dresses to the security personnel in winter season and raincoats / in the rainy season. The security personnel shall not be permitted to wear any odd wrappers. The dress shall be of uniform colour and design.

40. The Contractor shall provide the followings for the security personnel at his own cost:

- i) Minimum 18 numbers of 3 cell torches with batteries to the security guards on night patrol.
- ii) 08 numbers of search lights.
- iii) Lathi/Ballam and other implements to the security personnel.
- iv) Stationary for writing duty charts and registers at the security checkpoints and for making entries of the visitors.
- v) Appropriate training to all the security personnel from time to time.
- vi) Appropriate uniform to all the security personnel.
- vii) Minimum 03 numbers of bicycles.
- viii) 07 numbers of mobile phones.
- ix) Car bottom viewers – 01 for each gate (North Gate & Main Gate).
- x) Hand held metal detector (02 Nos.).

The Institute Authority shall have the right to check whether the contractor has provided the various implements, as stated above, to the security personnel up to the satisfaction to the Institute Authority. In case of major fault occurring in any other electronic or in any of the transport / communications items, requiring more than 3 (three) days time to make equipment operational, the agency will provide replacement for them.

41. Institute may provide free EPABX telephone facility at some of the vital security locations, treating it as emergency for the safety & security of the Institute inmates.

#### J. OTHER RESPONSIBILITIES OF THE CONTRACTOR

42. The Contractor will be bound by the details and documents as furnished by him to the Institute while submitting the tender or at any other time. In case any of the details of such documents furnished by him, are found to be false at any stage, it would be deemed to be a breach of the terms of Contract, making him liable for punitive action.

43. Institute shall not be responsible financially or otherwise for any injury to the security personnel caused in the course of their performing the security duties, or for payment for any compensation.

44. The Contractor shall not be permitted to transfer or sublet or assign his rights and obligations under the contract to any other organization or otherwise.

45. In case of breach of any of the terms of Agreement, the security deposit of the Contractor will be liable to be forfeited by the institute. In addition, the contract / agreement will also be liable to be terminated. Any sum of money due or payable by the Institute including the security deposit refundable to him under the contract can be appropriated by the institute against any amount which the Contractor may owe to the National Institute of Technology Durgapur.

46. Income Tax will be deducted at source (TDS) as per prevailing Income Tax Laws and certificate to this effect shall be provided to the Contractor by the Institute. The responsibility of paying the service tax as per prevailing rates and as claimed in the bill amount will rest entirely on the Contractor. The Contractor will be required to furnish proof of such deposits to the Institute every month.

47. The successful bidder has to deposit a sum of rupees equal to 10% of the estimated cost of two years as a security deposit / performance guarantee deposit (PGD) by submitting demand draft / banker's cheque/ pay order / Bank Guarantee or any other prescribed from under rules. The PGD shall be released in full only when complete handing over of security charge is made to the Institute in the event of completion of the contract or otherwise and if no dues are recoverable from the Contractor. In case the SD/PGD is in the form of Bank Guarantee then the validity period of the said Bank Guarantee should be 90 days after the expiry of contract period.

48. In case of any difference of opinion or dispute arising between the two parties regarding interpretation or implementation or any of the terms and conditions of the Contract/Agreement, the same shall be referred to the sole arbitration of the Director of the Institute whose decision shall be final and binding upon both the parties.

49. The Contractor shall seek instructions from Manager (HES) / Security Inspector of NITD or any concerned Officers of the Institute authorized for the purpose. The Contractor will be required to sign a written agreement before the initiation of the contract. The agreement once signed shall be deemed to be an Agreement between two principal employers. The agreement shall be one for services and not of services.

50. The Contractor shall, will and truly execute/perform the required services contracted to be performed by him hereunder, to the satisfaction of the Institute.

51. Private Security Regulation Act 2005 should be adhered to.

52. Every page of the tender document should be signed by the bidder.

PART-III

Annexure-1

ANNUAL TURNOVER DURING LAST 5 YEARS

Value of job for providing security services be filled up as per the following format.

Year	Name of Work	Value of job for providing security services during the period	Certificate from competent authority to be enclosed
(a)	(b)	©	(d)
2009-2010			
2008-2009			
2007-2008			
2006-2007			
2005-2004			

Note: Self attested Audited balance sheet of the respective year to be enclosed.

Signature of the agency

Seal of the agency

Date:

Annexure – 2

DETAILS OF EPF AND ESI REGISTRATION EPF ESI

1. Name of the agency :
2. EPF & ESI Registration No. :
3. Valid For :
4. Name & Address of the issuing authority :

Self-attested copy of EPF & ESI Registration valid for year to be enclosed.

Signature of the agency

Seal of the agency

Date:

Annexure-3

Form of solvency Certificate from a Scheduled Bank

This is to certify that to the best of our knowledge and information M/s / Sri \_\_\_\_\_  
\_\_\_\_\_ having marginally noted address, a customer of our Bank are / is respectable and can be  
treated as good for any engagement up to a limit of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_).  
\_\_\_\_\_).

This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)

For the Bank

Note: In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

Signature of Agency

Annexure-4

DETAILS OF ST REGISTRATION

1. Name of the agency :
2. ST Registration No. :
3. Service Tax :
4. Valid for :
5. Name & Address of the  
Issuing authority :

Self-attested copy of Service Tax Registration valid for year to be enclosed.

Signature of the agency

Seal of the agency

Date:

## Annexure-5

### Profile of the Tendering Company

The security Companies are required to furnish the following information along with the Technical Bid of the Tender.

1. Name of the Tendering Agency:
2. Postal Address:
3. Name of the Contact Person (s) with address:
4. Name, Designation and address of the person(s) authorized to sign on behalf of and responsible to the bidding tendering agency (herein after referred as bidder)
5. Whether the firm is private or public limited:  
(Attested copies of deed for articles of association to be enclosed)
6. Name of the person holding the power of attorney  
(attested copy of power of attorney to be enclosed)
7. State the present nationality and liabilities of the person holding the power of attorney.
8. Names of partners, their present nationalities with their liabilities:  
(attested copy of partnership deed to be enclosed)
9. Names & address of the tendering agency:
10. Telegraphic address of the tendering agency:
11. Telephone No. registered in the name of the tendering agency:  
(A copy of the latest bill paid is to be enclosed)
12. Fax No. of the Tendering Agency:
13. Valid Email Address of the Tendering Agency:
14. Website address, if any:

Sample Signatures of the Contractor

\_\_\_\_\_

Signature

15. Place of Headquarters of the Tendering Agency:  
 16. Local (Durgapur) West Bengal Branch Office Address:  
 17. Date of Establishment:  
 18. Date of registration of the Tendering Agency with Government and Registration No. (a certified copy is to be attached with the tender document).  
 19. Profile and detailed Set-up of the Tendering Agency: The brochure, booklet etc. of the Company, if available should be attached.  
 20. List of equipment available with the Tendering Agency to undertake the security job:  
 21. Total No. of regular staff employed by the Tendering Agency:

Regular Employees	No. of Officers		Non Officers	
	Ex-Servicemen	Civilians	Ex-Servicemen	Civilians

22. Names and qualifications (including professional qualifications) and experience of senior Executives, Advisers and (Consultants of the Tendering Agency).

Sl. No.	Name	Position	Qualification	Experience

23. Financial Turnover of the Tendering Agency for the Past five years:

Year	Amount (in lakhs)
2009-2010	
2008-2009	
2007-2008	
2006-2007	
2005-2006	

(Please attach the attested copies of the proof of annual turnover for the financial year)

24. Addresses with Telephone numbers of the Regional Offices of the Tendering Agency in India.

25. Give the details of major Contracts handled by the Tendering Agency in the past five years in the following format:

Sl. No.	Customer details with address	Amount of Contract	Telephone No., Fax, Email etc.	Duration of Contract

26. Exhaustive List of Present and Past Clients:  
(May attach a separate list if space is insufficient)

27. Details of Present clients:

28. Any other information of the present or past in support of bidder's professional capability supported with documentary evidence:

I/We hereby declare that the statements and documents submitted with this application are correct to the best of my / our knowledge and belief. I/We hereby authorize NIT Durgapur to make any investigation to verify the correctness of the statements made and / or obtain clarifications or information on the technical and financial aspects of the applicant.

Seal of the agency

Date:

SIGNATURE OF TENDERER \_\_\_\_\_

NAME OF TENDERER \_\_\_\_\_

DESIGNATION OF TENDERER \_\_\_\_\_

ADDRESS \_\_\_\_\_

# National Institute of Technology Durgapur

M. G. Avenue, Durgapur – 713 209

[www.nitdgp.ac.in](http://www.nitdgp.ac.in)

## PROFORMA AGREEMENT

**This AGREEMENT made this .....** **BETWEEN office**  
**at P.O.....P.S.....And District: Burdwan**

And the said firm being represented by Sri .....

S/O....., aged about..... Official address.....

.....P.O.....P.S.....and district.....

(herein after called the contractor) of the one part and The National Institute of Technology, Durgapur, P.O. Durgapur-9, P.S. Durgapur. District-Burdwan, being represented by the Registrar (on behalf of Director) of the Institution, Dr.....S/O.....

of P.O.....P.S.....and district Burdwan, (here in after called the Institution) of the other part.

WHEREAS as the Registrar, The National Institute of Technology, Durgapur, has floated a tender for deployment of security personnel (through agency) on payment basis for guarding properties of the Institution under the terms and Conditions as laid down in this agreement.

AND WHEREAS THE Contractor has been offered the letter of intent by the said Institution Authorities by intimating its selection to offer Security Service. NOW THEREFORE THIS AGREEMENT WITNESSES as follows:-

- 1> That in pursuance of this agreement and in consideration of the payment as stipulated in the tender, the Contractor shall provide ..... nos. Guard including ..... Nos. lady security and ..... nos. supervisor for guarding Institution Properties as well as residential areas under the terms and conditions as laid down in the tender document and the same shall remain binding upon the parties.
- 2> That the Contractor shall provide ..... Nos. of persons as specified in tender document with their name, address and minimum qualification, certificate of class VIII from any recognized school for the guards and the names of ..... nos. of supervisor with their names, address and minimum qualification (certificate/mark sheet of Madhyamik) from any recognized boards.
- 3> That the pattern of deployment shall be as given in tender document and to be guarded by the guards.
- 4> That the Institution Authorities will employ its Security Inspector under control of Manager (HES) to whom the contractor and all his employees shall report any and every incident of theft, dacoity and any short of untoward incidents, within an hour of occurrence of such incidents, failing which the contractor shall be held responsible for such incident and liable to compensate for any loss.

Contd.....P/2

(2)

- 5> That the contractor and his above employees shall faithfully carry out their duties of guarding Institution Properties, maintaining permanent records in writing of attendance, occurrence report (in a Book kept with the Institution Security) and shall follow the written instructions from the institution Authorities, namely Director, Dean Admn., Registrar, Manager (HES) and Security Inspector of the Institution.
- 6> The Institution shall pay to the contractor on monthly basis by A/C payee Cheque at the rate \_\_\_\_\_ P.D. for each supervisor and \_\_\_\_\_ P.D. for each guard. The duty hours of the guards shall be normally 08 hrs. in a day. The rate includes all charges payable to the contractor as per accepted rates offered by him .The Institution Authority shall arrange to pay the proper bills raised by the contractor within 30 days from date of submission of the bill by the contractor and subsequently accepted by the Institute Authority.
- 7> The duration of the contract shall be of 02 (two) years on and from 1<sup>st</sup> April 2010 to 31<sup>st</sup> March 2012 and the contract will automatically be terminated on 1<sup>st</sup> April 2012. However, the Institution Authority reserves the right of extending the period of contract at its discretion on satisfactory services rendered by the Contractor and the contractor cannot claim any extension period as a matter of right.
- 8> The Director of the Institution reserves the right to terminate this contract at any time by giving a written notice without showing any reason whatsoever and it will be binding on the part of the contractor to accept the same.
- 9> That the contractor shall deposit security money at the rate of 10% of the total contract value with the Institute authorities before executing this agreement and said security money shall be refunded free of interest after three months from the date of termination of this agreement. The Institution authority shall have the right to deduct dues if any payable to the Institution from the security deposit or from his monthly bill / bills.
- 10> Income Tax will be deducted from the billing amount as per the prevailing rule.
- 11> That if any labour problem arises, that shall be settled by the contractor within one hour, failing which, amounts equal to double the daily rate shall be deducted from the Contractor's Security deposit/Monthly bill for the period for which extra guards engaged by Institution and the contractor failed to provide the Security service.  
In the event of not providing any security service for more than 01 hour partially or fully, the Institution reserves the right to deploy security personnel from any other source without consulting the contractor, the expenditure arising out of this deployment shall be realised from any payment/security deposit due to the contractor.
- 12> That the contractor shall provide authenticated copies of Tax clearance i.e. latest clearance of IT, Service Tax, PT etc if applicable before signing this agreement.
- 13> The contractor shall be solely responsible for any claim / compensation whatsoever, by any of its employee under his roll, or any violation relating to the minimum wages by the labour department, leave, HRA, workmen's compensation, PF, Gratuity, ES or any statutory or contractual payment or any violation of provision of any law or contract during the period of contract or detected at any other subsequent date/dates.
- 14> That in case the contractor fails to make any statutory or contractual payment, then the Institution Authorities shall have the right to realise this amount from the contractor's bill/bills.

Contd.....P/3

(3)

- 15> That the contractor shall have a local office within the Durgapur area however The Institution shall provide space free of cost for erection of temporary approved hutment at the cost of the contractor in the Institute Campus for office cum rest room for contractors men. However electricity and water charges if provided will be charged to the contractor from the monthly bill of the contractor at the prevailing rates of the Institution.
- 16> The Institution shall have the right to submit requisition of any number of guards in addition to the tendered Nos, to guard the Institution Properties, the Institution Campus and Hostels as and when required by the Institution. The contractor shall be bound to provide services of such guards as per specification laid down earlier / in tender document and at the same rate, terms and conditions under the special supervision of the contractor's Supervisor.
- 17> The Institution shall have the right to make surprise check on the guard, posts under the contractor at any time and the contractor shall be duty bound to deposit at the rate as per the penalty clause of the tender document before the authority concerned of the Institution if any guard is found negligent on duty. Repeated negligence by any person of the contractor shall attract a fine as per the penalty clause of tender document, such amount can be deducted from current/ pending bill/bills/security deposit of the Contractor by the Institution Authority.
- 18> That the following terms and conditions shall be strictly followed by each guard/supervisor and contractor will be liable and responsible for the same.
  - a) All the guards are to be punctual in their attendance by reporting at their respective posts.
  - b) All the guards are to be properly dressed with approved uniform while they are on duty along with an identity card supplied by the concerned Agency at its own cost and the identity card should be displayed on person.
  - c) They are to be armed with Lathi, Ballam, Torch, Batteries, Whistles, checkbook / job card and mobile phone, which are to be supplied by the concerned Agency at its own cost.
  - d) They have to protect all the properties under their concerned posts and in the adjacent areas.
  - e) They shall perform any other duties, as may be assigned by the Institution Authorities from time to time.
  - f) Related SI/Officer may make surprise check and if anyone is found not alert at the post, Checking Officer shall have the right to mark him absent and may direct the Contractor to terminate him.
  - g) All guards should be within the age group of 18 years to 50 years (up to 55 years for supervisor) and should confirm all the terms and conditions of the tender document. The supervisors shall have to comply with the same.
- 19> The Institution Authority shall have the right to alter, modify, delete & add to the above terms and conditions any time during the period of contract.
- 20> Validity of tender – 03 (three) months from the date of opening the tender. EMD shall be stand forfeited if the tenderer backs out within the validity period of three months.
- 21> That the Contractor along with his men must vacate the NIT Durgapur premises on Termination of the contract, failing which Security Deposit shall be forfeited.

Contd.....P/4

(4)

- 22> In case of any theft or loss of Institution properties due to the negligence of the guard, the Contractor shall be liable to pay the cost of the material to the Institution, as assessed by the Institution, alternatively the cost of the stolen article/missing article shall be deducted from the contractors pending bill (S) or Security deposit.
- 22> Any dispute arising out of this agreement will be settled under the Jurisdiction of Hon'ble Durgapur Court only.

IN WITNESSES WHEREOF BOTH THE PARTIES set their respective hands in presence of the witnesses on the date, month and year as given above.

**Registrar  
National Institute of Technology,  
Durgapur-9**

Signature of the Contractor

Witness of the Contractor

1.

2.

3.

Witness of the Institute Authority

1.

2.

3.