झारखण्ड केन्द्रीय विष्वविद्यालय, राँची

Central University of Jharkhand, Brambe, Ranchi-835 205 (A Central University established by an Act of Parliament of India in 2009)

NOTICE INVITING TENDER

NO.: CUJ/Advt./15-16/17

Date:2nd December, 2015

Sealed tenders are invited from Professional Security Agencies/Firms capable of providing about 01 overall Unit in charge, 03 Supervisors and 64 trained security Guards (54 Males and 10 Females). This is tentative number only and is for three shifts which can be increased or decreased as per the requirement of the university.

The agency/Firm should be fulfilling following conditions:

- a) To provide 68 (58 Males and 10 Females) trained security guards which will be deployed in different shifts of 8 hours at the premises of Central University of Jharkhand, Ranchi.
- b) The Security Agency has to provide 15 (Fifteen) nos. of Walkie-Talkies along with at least 15 nos. of additional batteries with charger.
- c) The Agencies/Firms should have valid ESI, EPF No, PAN, Service Tax No. and TAN (TDS Account Number) and License from Central/ State Govt. to work as security agency.
- d) The Agencies/Firms should have an annual turnover of Rs. 2 crore for the last 3 financial years.
- e) The Agencies/Firms should possess adequate experience of Guarding and handling Electronic/ Non-electronic gadgets, viz. CCTV, access Control and Basic Crowd Control Devices etc.
- f) The Agencies/Firms should be capable of providing Armed Guards.
- g) The Agencies/Firms besides providing Security Services should be capable to monitor Traffic Safety, Parking & Trespassing and fire fighting etc.
- h) The Agencies/Firms should be able to provide a Bank Guarantee of Rs. 5 lakhs during the prevalence of the contract.
- i) The interested agencies/firms can visit the Central University of Jharkhand premises for assessment of the work. The cost of visiting the campus shall be at applicant's own expense.
- j) The agency/ firm shall have a proper office. It should be professionally run organization and not a garage operation. The office shall have effective communication facilities like telephone, fax, mobile phones, vehicles etc. and manned control room to ensure quick response.

AGENCIES not meeting above conditions need not apply.

General Terms and Conditions

1. The tender form along with terms & conditions can be downloaded from the University's web site: <u>www.cuj.ac.in</u>. This downloaded form is to be filled up and accompanied with Rs.1000/- (Rs. One thousand only) (Non-refundable tender form fee) in the form of Demand Draft in favour of "Central University of Jharkhand" payable at Ranchi should be submitted within the stipulated time.

2. The Tender documents comprises of two parts, that is, Part (I)- Technical bid along with Terms & Conditions for providing security service and Part (II)- Financial bid.

- 3. The tenderer should quote in figures as well as in words the rate and amount tendered by them in the financial bid.
- 4. The tenders in the prescribed form duly completed with the following shall be received at the office of Registrar, Central University of Jharkhand upto 04.00 P.M. on 23/12/2015.

Envelope 1: Duly marked as <u>Tender Form Fee</u> of Rs.1000/- in the form of Demand Draft in favour of "Central University of Jharkhand", Payable at Ranchi.

Envelope 2: Duly marked as <u>Technical Bid</u>, duly sealed & signed.

Envelope 3: Duly marked as <u>Earnest Money</u>, with earnest money of Rs.1, 50,000/-(Rs.One lakh fifty thousand only) in the form of Demand Draft in favour of "Central University of Jharkhand", payable at Ranchi; duly sealed and signed Envelope 4: Duly marked as financial bid, duly sealed & signed,

- 5. The Technical Bids shall be opened in the presence of tenderers, or their authorized representative on **28/12/2015** at 11 a.m.at **Central University of Jharkhand, Brambe, Ranchi.** The time and date of opening of Financial Bids shall be intimated later on. The Financial bids of only those tenderers will be opened who are declared qualified by the Technical Committee. An undertaking to abide with the conditions governing the terms for providing security services should be enclosed along with the technical bid. Only successful tenderers, on the basis of the Technical Bid assessing the suitability, as deemed fit by the Technical Committee, shall be called at the time of opening of Financial Bid.
- 6. The tender is non-transferable under any circumstances.
- 7. Tenders submitted on E-mail, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
- 8. Tender in any form other than the prescribed form available on the website of Central University of Jharkhand will not be entertained and will be summarily rejected.
- 9. Tenders with revised/modified rates/offer after opening of the tenders will be summarily rejected and the entire Earnest Money deposit submitted with the tender will be forfeited.
- 10. Central University of Jharkhand 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 Central University of Jharkhand in this respect shall be final and binding on the tenderers.
- 11. All the statutory and contractual obligation will be followed by the agency.

Presentation:

The presentation shall be made by an authorized representative of each firm before the Tender Opening Committee constituted to oversee the entire tendering process. The representative should be in a position of answering all the queries related to the firm. The presentation is to cover the following aspects of the firm:

- 1. Brief introduction of the firm.
- 2. Certificate of Registration of the firm.
- 3. Client served/ Being served by the firm
- 4. Recruitment policy of the firm
- 5. Infrastructure of the firm
- 6. Facilities for imparting training to its personnel.
- 7. Capability to deal with critical situations.
- 8. Dress Code of Security personnel for Normal and Ceremonial working.
- 9. Any other aspects of significance.

A hard copy of the presentation is to be provided to the Tender Opening Committee after presentation.

Part – I

Central University of Jharkhand Brambe, Ranchi

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TECHNICAL BID

- 1. Tenders are to be submitted strictly in the enclosed format along with supporting documents.
- 2. The Agencies/Firms along with the tender form should produce the following up-to-date clearance certificates. If the tenderer fails to produce/submit copies of the below mentioned documents, his tender may be summarily rejected.

EPF Registration Certificate ESI Registration Certificate

Copy of Income Tax return filed during the last 3 financial years

PAN Number and TIN (Tax Identification No.)

Service Tax Number and copy of Service Tax Return filed during the previous 3 financial years

License under Contract Labour Act 1970, if any TAN (TDS Account Number)

3. The Agencies/Firms shall furnish details of any legal suit/ legal action pending especially with regard to any violation in the PF Act, ESI Act, Labour Laws, Income Tax, etc.

4. The Agencies/Firms shall submit the certificate that it is operating in compliance of the provisions of the "Private Security Agencies (Regulation) Act, 2005" & the Jharkhand Private Security Agencies (Regulation) Rules, 2010.

5. The Agencies/Firms shall submit the certificate that it holds a licence under the "Private Security Agencies (Regulation) Act, 2005" which is valid for a minimum period of 01 year w.e.f. the date of commencement of operations in the University.

6. The tenderer shall furnish the details regarding the total number of works/services, costing more than Rs.2crore per annum completed during the last three years.

7. The Agencies/Firms should have the ability to provide manpower of at least 40 to 50 trained security guards at a very short notice (within 12 hours).

8. Form 'A' and 'B' may be duly filled and submitted by the tenderer and shall form part of the Technical Bid.

Central University of Jharkhand Brambe, Ranchi

FORM - ''A''

(To be put in a separate sealed Envelope No: 3, marked EARNEST MONEY)

Details of Earnest Money

Name of Bank:

Bank Draft No.:

Dated:

Amount:

Signature of the Contractor or his authorized signatory with Seal of the Agency/Firm.

Dated:

Central University of Jharkhand

Brambe, Ranchi

FORM "B"

(To be put in a separate sealed Envelope No: 2, marked TECHNICAL BID)

Questionnaire to be filled by the Agencies/Firms applying for tender for Security Contract at **CENTRAL UNIVERSITY OF JHARKHAND.**

SI. No.	Documentary proof ofAttached (Yes/No)Page/Appendix No.(if attached)	
1.	Name of the Agencies/Firms	
	(Full address with Tel. No. and e-mail	
	address)	
2.	Registration No. of the Agencies/Firms	
	and Registered with (details)	
3.	Whether Registered with Labour Deptt.	
4.	Whether the Agencies/Firms has obtained	
	license from Jharkhand Govt. for engaging in	
	the business of Private Security Agency	
5.	ESI No.	
5. 6. 7. 8.	EPF No.	
7.	Service Tax No.	
8.	PAN No.	
9.	Financial Status of Bidder including Balance	
	Sheet of past 3 years duly authenticated by the	
	Chartered Accountant	
10.	Total Annual Turnover. (The agency	
	should have an annual turnover of	
	at least Rs. 2crores for the last 3 years)	
11.	Experience in security business (Please attach list of major clients with proofs,	as per
Annex	xure I of Form-B)	
10	Current list of Clients	

12. Current list of Clients

Signature of the Contractor or his Authorized signatory with seal of the Firm/ $\ensuremath{\mathsf{Agency}}$

Annexure-I of Form B

Format for information to be provided at Sl. No.11 of Form 'B'

DETAILS OF STAFF DEPLOYED

Sl. No.	Name Client with add		Period	No. Supervisors	of	No. of Security Guards	No. of Guards per shift	Armed Guards

Signature of Authorised Signatory

Part – II

Central University of Jharkhand Brambe, Ranchi FINANCIAL BID

(To be put in a separate sealed Envelope No.4)

Scope of work: Providing Security Watch and Ward services at Central University of Jharkhand 1. Name and full address of the Agencies/Firms: (with Email Id & Tel. No.)

2. Rates quoted for Unit In-charge/ Security Supervisor/Security Guard for 8 hours duty (One person per day):

<u>Unit In-charge</u> (Highly Skilled)

Actual wage payable to the worker **per day** (wage payable should not be less than the minimum wages of Government of Jharkhand)

			<u>Rs.</u>
1.	PF contribution (Contractor's share per day) @	% -	
2.	ESI contribution (Contractor's share per day) @	% -	
3.	Bonus per day @ %	-	
4.	Contractor's Service charge @ %	-	
		Total: Rate/ Day	

Security Supervisor (Skilled)

Actual wage payable to the worker **per day** (wage payable should not be less than the minimum wages of Government of Jharkhand)

			<u>Rs.</u>
1.	PF contribution (Contractor's share per day) @) % -	
2.	ESI contribution (Contractor's share per day)	a) %-	
3.	Bonus per day @ %	-	
4.	Contractor's Service charge @ %	-	
	T	otal: Rate/ Day	

SecurityGuard (Semi Skilled)

Actual wage payable to the worker **per day** (wage payable should not be less than the minimum wages of Government of Jharkhand)

			Rs.
1.	PF contribution (Contractor's share per day) @	% -	
2.	ESI contribution (Contractor's share per day) @	%-	
3.	Bonus per day @ %	-	
4.	Contractor's Service charge @ %	-	
	Tota	l: Rate/ Day	
	of Wally a Tally a (along with all according) abo		

15 nos. of Walkie-Talkie (along with all accessories) charge per month:

Signature of the Tenderer

*Wages of Unit in charge, Supervisors and trained security guards will be fixed on the basis of Minimum Wages (As per the latest notification of the Government of Jharkhand) prescribed by the Government of Jharkhand as amended from time to time.

Annexure-II of Form B

Central University of Jharkhand

Brambe, Ranchi TERMS AND CONDITIONS (It has three Appendices A, B, and C)

1. "SCHEDULE OF SERVICES" should be prepared as per Appendix A of Annexure-II of Form B. The charges for extra jobs, details of which are specified in Appendix 'B' of Annexure-II of Form B will be submitted by the Agencies/Firms with Financial Bid.

2. The Agencies/Firms 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.

3. The Agencies/Firms shall be responsible for the conduct and behaviour of its employees. If any employee of the Agency/ Firm is found misbehaving with the supervisory staff or any other staff member/student of the University, it shall terminate the services of such employee on the recommendation of the Security Officer or any other officer designated by the Vice Chancellor, Central University of Jharkhand. The Agencies/Firms shall issue necessary instructions to its employees to act upon the instructions given by the competent authority of Central university of Jharkhand.

4. The Agencies/Firms and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the property of the areas of responsibility given to it by the University and shall not knowingly lend to any person or Agencies/Firms any of the effects or assets of the University under its control

5. In the event of any loss being caused to the University on account of negligence/ dereliction of duties by the Agency/ Firm or Agency's/Firm's employee that shall be established after a joint inquiry comprising of the representatives of the University and the Agency/Firm, the University should get the same compensated from the Agency/ Firm. The Agencies/Firms may have a Public Liability Insurance Policy Cover.

6. The Agencies/Firms will not be held responsible for the damages caused to the property of the University due to natural calamities like lightening, earth quake, floods etc.

7. The Agencies/Firms shall not appoint any Sub-Agencies/Firms to carry out any obligation under the contract.

8. The Agencies/Firms shall take day to day instructions from the Security Officer of the University.

9. The Agencies/Firms shall provide replacement in case the employee of the Agency/Firm is proceeding on leave. This will be at no additional expense to the University. In case of failure to provide requisite strength of Security guards/Supervisors/ Unit In-charge per shift of the contract period, it will entail deduction of Rs. 500/- per Security guard, Rs.700/- per security supervisor and Rs.1000/- for the Unit In-charge. In case of repeated failure (more than 15 occasions during the contractual period) it would be open to the University to cancel the contract and to get the same executed from any other agency for the remainder of the contractual period at the risk and cost of the security agency. Provided, that such cancellation shall be only on issuance of notice to show cause as to why in view of the default the contract be not cancelled and provided further that it would be open to the University to impose a penalty of Rs. One lakh in lieu of the cancellation. However, neither the cancellation nor penalty shall be imposed without giving opportunity to show cause against either of the proposed actions and the failure of the security agency to give a satisfactory reply in response thereto within the time allowed for filing reply.

10. None of the employees of the Agencies/Firms shall enter into any kind of private work at different locations of the University during working hours or otherwise, failing which penalty as stipulated in clause (9) of the above terms and conditions shall be imposed.

11. Physical Standards and Qualifications: The employees of the Agencies/Firms shall be of Good character and of sound health.

Security Guards:

Age:	Not more than 40 years.
Character:	Good
Educational Qualifications:	Minimum Matriculate
Physical Standards:	Minimum Height 5 ft 3 Inches & physically fit.

Supervisors & Unit in Charge:

Age: Not more than 50 years.

Character: Exemplary in case of Ex-servicemen and Good in case of Civilians. Educational Qualifications: Minimum10+2 passed in case of a civilian with at least 3 years'

experience.

12. Security Staff should be familiar in handling modern security equipments such as DFMD, HHMD, Wireless communication (Walkie-Talkie), Fire Fighting etc.

13. All Guards & Supervisors should have working knowledge of Hindi/English.

14. The Agencies/Firms shall provide the details of the staff proposed to be deployed viz., their name, father's name, DOB, residential address, Telephone number, recent passport size photograph, in the form of a data base in both hard & soft form and also provide a police clearance certificate. The Agencies/Firms should maintain proper record/ documents of the same. These documents are required to be produced to the University whenever required. It shall also provide the details of Identity Card issued by the security agency to its employees as per the provisions of the Act/Rules. The police verification reports must be submitted within three month of signing the contract.

15. The Agencies/Firms shall maintain an Occurrence Book.

16. Attendance record of all the employees deployed by the Agency shall be maintained and made available to University as and when required for inspection and verification.

17. In the event of revision of rates by Government of Jharkhand at any time, the same rates will accordingly be revised. The 'Onus' for producing the copy of notification of Government of Jharkhand Rates, will be of the Agency.

18. Agencies/Firms 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 Agencies/Firms and it shall not involve the University in any way what-so-ever.

19. University reserves the right to ask and require the Agencies/Firms to remove any person deployed by the Agencies/Firms, without assigning any reason/notice. Such a person shall not be deployed again without the written permission of the university.

20. The Agencies/Firms shall supply trained manpower. The Agencies/Firms shall also undertake at its own expense in consultation with the University, a continual updating of skills and processes and procedure to be followed by the Security Staff. The Agencies/Firms shall also provide a tentative schedule/plan for training its staff for one year. A proper record of the training of its staff shall be maintained by the Agencies/Firms. The manpower supplied by the Agencies/Firms shall also be trained on the existing Fire detection and Fire Fighting Systems installed in the University. In case of

an outbreak of fire they should be able to undertake fire fighting operations. The Staff selected for deployment will compulsorily undergo ON-SITE training for at least 03 days under Agencies/Firms arrangements and expense.

21. Duration of the contract shall be one year subject to appraisal and review by the University authorities and in case the jobs performed are not found to be Satisfactory the contract shall be terminated by giving notice of one month to this effect. However, the contract can also be terminated by giving a written notice of 30 days by either side. A record of every lapse small or big to be maintained by the University Authorities & a fortnightly meeting of the representative of the Agencies/Firms with the Security Officer will be held.

22. The Agencies/Firms shall in no case pay its employees less than the minimum mandatory rates as specified by Govt. of Jharkhand per month. The payment should be made by bank transfer and a record of that should be kept in a register which may be examined by the University at any time. In case the Agencies/Firms fails to make timely payments to its employees, or any employee of the Agencies/Firms reports to the University regarding non-payment of dues, the University on being satisfied of the complaint, penalty deductions shall be made from the amount to be paid to the Agencies/Firms. In case of ESI, EPF the Agencies/Firms shall produce original challans/receipts to the University for Verification & records. ESI cards be got made in one month for those who do not hold ESI Cards and EPF deductions made in case of each worker duly certified by EPF authorities be given to University. The Original record of submission of EPF & ESI will be shown each month.

23. The Security Agency should ensure that payment to workers is made by 7th of every month without linking to payment receivable from Central University of Jharkhand. The payment shall only be released on confirmation of disbursement of salaries to the workers deployed at Central University of Jharkhand by the agency in writing.

24. All material and equipment like walkie-talkie, summer/ winter/ rainy uniform to the staff, Identity cards, Name plates, big size quality torch with battery thereof, heavy duty lathi of suitable size, Whistles required for performance of the service (i.e. security services) will be provided by the contractor. The University shall not allow any employee of the Agencies/Firms to work inside the University without uniform except in cases wherein specifically asked for. If during the period of contract the uniform is torn, it shall be the responsibility of the Agencies/Firms to supply another uniform to the persons and ensure that the persons wear uniform while they are on duty in the University.

25. The Security Guards/ Security Supervisors/Unit in-charge shall be normally required to work in three shifts basis.

26. No employee of the Agency/Firm shall work for more than 26 days or 27 days in case of 30 and 31 calendar days in a month respectively, or as specified by Labour Laws. The agency has to provide service to the University round the clock.

27. The Agencies/Firms shall have proper standard and procedures of recruitment and training. The Agencies/Firms will provide a copy of Training Manual for inspection to University authorities. 28. The Agencies/Firms shall have a proper system for checking the guards on duty, day & night for every shift. Records of the same should be effectively maintained and shortcomings if any should be immediately rectified. A daily report to be submitted to the Security Officer of the University. The Agencies/Firms should supply Guard Check Books to all guard post-wise at its own cost.

29. Agencies/Firms will apply to the Labour Commissioner for obtaining a labour license and will submit a copy of license to the university within 30 days from the date of issue of the award of contract.

30. Overall Unit In-charge of the company will take care of queries/matters relating to general discipline, incidents, accidents relating to the Agencies/Firms and its employees and also for immediate interaction with the University authorities. The Unit In-charge will be responsible to maintain and upkeep of all the registers and documents being used by the security agency and to submit it to the University authorities for perusal.

31. That no right, much less a legal right shall vest in the Firms'/Agency's workers to claim/have employment or otherwise seek absorption in the University nor the Firms/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 University. The workers will remain the employees of the Agencies/Firms and this should be solely the responsibility of the Agencies/Firms to make it clear to their workers before deputing on work at the University.

32. In case any of the person deployed by the contractor doesn't come up to the mark or not perform his/ her duty properly or indulge in any unlawful activities like riots/strikes, or misconduct, the contractor shall withdraw such person from Central university of Jharkhand within 24 Hrs. and they have to deploy new person in his/her place.

33. The contractor should deploy his personnel in such a way that they should have weekly rest as stipulated under the provisions of labour act/ laws.

34. It shall be the duty of agency/ firm to withdraw all the persons deployed by them on expiry/termination of the contract and ensure that no person create any disruption/hindrance or problem of any nature to CUJ.

35. The Agencies/Firms shall not be allowed to change its name and style after the award of the contract.

36. The Agencies/Firms shall forthwith inform the University in case of cancellation and/or suspension of licence issued by the Controlling Authority under the "Private Security Agencies (Regulation) Act, 2005".

37. In case of repeated failure of the security agency to provide the requisite number of personnel as per agreement, the University would be at liberty to cancel the contract and to award the same to any other security agency for the remainder of the contract period at the risk and cost of the Agencies/Firms.

38. The Agencies/Firms would designate an officer who would correspond with the University and all correspondence with the University would be entertained only through the said authorized officer.

39. Any legal disputes will be subject to jurisdiction of Ranchi Courts.

40. The finalized Agencies/Firms will submit an "Acceptance Letter" and sign an agreement on a non-judicial Stamp paper of Rs.100/- (One Hundred only) with the Central University of Jharkhand.

SCHDULE OF SERVICES

University requires the security services 24 hrs.x7 days to protect the university properties. The tentative number* is 1 Unit in-charge, 3 Supervisors and 64 Security Guards (54 Males and 10 Females). It is for 3 shifts as follows:

S. No.	Shift timings (hrs.)	Remarks	
1.	0600-1400	Specified number of the security in charge, Supervisor	
		and Security Guards are required	
2.	1400-2200	- do -	
3.	2200-0600	- do -	

*Numbers can vary and increase on certain days viz., admission, interview, written tests, national holidays or any other day on which public interaction increases.

APPENDIX-'B' of Annexure-II of Form B LIST OF ADDITIONAL CONDITIONS/ AMPLIFICATIONS

Scope of Work

1. The Agencies/Firms shall provide Security to the University deploying fool-proof Security measures, providing early warning and mobilizing trouble shooting elements. The items or situations that have to be covered by security services of the Agencies/Firms are enumerated with importance but non exhaustive list as below:-

Protection of property and personnel (faculty, staff, students, official visitors and residents) of the University against wilful harm; the University means All Gates, Academic Areas, Activities Area, Hostels including messes, Guest Houses, Play grounds, Community Centres, Commercial Centres, Gymnasium, Technical Cell, Account Section, Auditorium, Laboratories and Medical Centre etc. all within the boundary of University campuses.

- 2. Protection of property and personnel of the University also in transit when so specified.
- 3. Protection of cash and documents, when so specified in transit.

4. Protection of property/cash/documents of University against burglary (where loss is due to entry after breaking any entry lock/door/window/grill).

5. Regulate access control at gates, prevent misuse of University grounds and facilities by outsiders, neighbouring villagers, preventing trespassing, unauthorized parking, unauthorized construction, squatting in the University Campus, prevent vandalism, breaking of twigs/trees, throwing of garbage/ littering and ensuring cleanliness. Ensure proper & timely reporting of violations to supervisors.

- 6. Prevent loss that is on account of lapse in "access control measures" at the Gates of the University.
- 7. Undertake fire fighting operations with provided equipment.
- 8. Prevent trespass in specified areas/offices in the University.
- 9. Regulate parking of vehicles in designated areas of the University.
- 10. Provide security during official, social and religious functions inside the University Campus.
- 11. Conduct surveys/security investigations as per requirements.
- 12. Conduct periodic training of security guards on its own.
- 13. Provide security for specific functions within the University.
- 14. Adhere to the Standard Operating Procedures (SOPs) given by the Security Officer or his nominee which may be modified from time to time by the University.
- 15. The Agencies/Firms should have an insurance cover from Insurance Agencies/Firms for public liabilities and thefts.
- 16. The Agencies/Firms should have an investigation cell to carry out investigation of Thefts, accidents or any other matter required from time to time.
- 17. The Agencies/Firms should be able to provide extra security guards at the University within 12 hours of notice.
- 18. To know and educate all staff members in disaster management.
- 19. To prevent entry of animals in the University campus.
- 20. To ensure that no unauthorized hawkers or vendors are allowed into the University campus.

21. To report about any suspicious activity noticed during or after office hours in and around the University premises.

22. To lodge complaints with Police authorities regarding any unwarranted occurrence in and around the campus of Central University of Jharkhand in consultation with the competent authority.

Appendix 'C' of Annexure-II of Form B

Liabilities and Penalties

The Agencies/Firms shall perform all the assigned jobs to the satisfaction of the University and shall be liable for any loss or damage to the University as stated herein:

- 1. The Agencies/Firms and its staff shall take due and required steps and precautions to preserve from loss, destruction, waste and misuse, the areas of responsibility given to them and not knowingly lend to any person or Agencies/Firms/Agency, any effects or assets of the University under its control.
- 2. In event of any loss being caused to the University that is prime-facie on account of the negligence and/or dereliction of duties by the Agencies/Firms or its staff, a Joint Committee comprising of a representative of the University and Agencies/Firms shall determine whether the loss is on account of unsatisfactory performance of the Agencies/Firms and in that case it will also determine the compensation to be paid to the University by the Agencies/Firms. The recommendations of the Joint committee will subject to the approval of the Vice Chancellor, Central University of Jharkhand or his nominee.
- 3. The liabilities be met by the Agencies/Firms. For the liabilities the Agencies/ Firms may make good such a loss by compensating to the University due to negligence or poor performance by the Agencies/Firms.
- 4. However the Agencies/Firms will not be held responsible for the damages caused due to natural calamities like lightening, earth quake, floods, etc.
- 5. The Campus of Central University of Jharkhand is NO SMOKING ZONE hence, no Security Staff of the Agencies/Firms should be found smoking, eating pan, gutka or intoxicants/drugs during duty hours.

Arbitration

In case of any dispute between the Agencies/Firms and the University touching on any aspect of the matter pertaining to the services provided by the security agency to the University and or payment by the University in respect thereof, action by the University as per terms and conditions etc. shall be referred to a Sole Arbitrator to be appointed by the Vice Chancellor, the Central University of Jharkhand, for resolution of dispute as per the provisions of the Arbitration and Conciliation Act, 1996. Any legal dispute will be subject to jurisdiction of Ranchi Courts and no other Court shall have the jurisdiction.

Last Payment:

The last payment of the Agencies/Firms will be cleared only after obtaining clearance of any liabilities pending with the Agencies/Firms.

ACCEPTANCE CERTIFICATE

I..... (Designation) of

> Signatures of Authorized Signatory Agencies/Firms/Agency Seal /Stamp

Date:

Place: