CENTRAL UNIVERSITY OF JHARKHAND CHERI-MANATU, RANCHI – 835 222



Tender Document
for
Providing Security Services at
Central University of Jharkhand, Ranchi.

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SECTION - I

Ref. No. CUJ/GA/TSS/2020/013/582

NOTICE INVITING TENDER (NIT)

"Providing Security Services at Central University of Jharkhand, Ranchi"

- 1. The Central University of Jharkhand (CUJ) invites <u>e-Tender</u> under Single Stage Two Envelops System (Two Bid System) through **Central Public Procurement (CPP) Portal (www.eprocure.gov.in)** (Part-I: Technical bid and Part II: Financial Bid) from experienced and reputed firms/ agencies/ companies for "Providing Security Services at Central University of Jharkhand, Ranchi".
- 2. The interested bidders can visit the university website <u>www.cuj.ac.in</u> or CPP portal <u>https://eprocure.gov.in/eprocure/app</u> for details.
- 3. Interested firms/ agencies/ companies are advised to visit CPPP website https://eprocure.gov.in/eprocure/app / University website www.cuj.ac.in regularly till closing date of submission of tender for any corrigendum/ addendum/ amendment. After closing date, any notice regarding tender will be publish in University website.

Sd/-Registrar

Dated: 02nd February, 2021

SCHEDULE OF TENDER

Name of Works/Services	Providing Security Services at Central University of Jharkhand, Ranchi
Type of Tender	Single Stage Two Envelops System (Two Bid System) (Rule 163 GFR 2017)
Tender Fee	Rs. 2500.00 (Rupees Two Thousand Five Hundred Only)
EMD	Bid Securing Declaration Form (Format VII)
Mode of Tender Fee	The Bidders should send separate NEFT / Online Payment Transfer details for Tender Fee (non-refundable) to the account of "Central University of Jharkhand, Ranchi". CUJ, Ranchi Bank Details: - Name: Central University of Jharkhand A/C Type: Saving A/C No.: 21525023720 IFSC No.: ALLA0212104 Bank/ Branch: Indian Bank (Allahabad Bank) Brambe Branch, Ranchi
Publication of e-Tender	06 th February, 2021 (1000 Hrs)
Pre-Bid Meeting	18 th February, 2021 (1500 Hrs)
Last date and time for Submission of online tender documents	01 st March, 2021 (1700 Hrs)
Date and time of Tender Opening	03 rd March, 2021 (1100 Hrs)

Note: - If the tender is not opened on the above date, due to unforeseen circumstances, then the next working day will be considered as tender opening date.

SECTION - II

INSTRUCTIONS TO BIDDERS

- 1. Tender document can be downloaded from the University Website www.cuj.ac.in or Central Public Procurement Portal (CPPP) at https://eprocure.gov.in/eprocure/app.
- 2. The bidders are requested to read the tender document carefully and ensure all the compliance with instructions herein. Non-compliance of the instructions contained in this document may disqualify the bidders from the tender process.
- 3. All offers should be written in the English and price should be written in both, figures and words. The offer should be typed or written in pen ink or ball pen. Offer in **pencil will be ignored**.
- 4. The agencies/ bidders/ firms are advised to read carefully the tender documents and terms & conditions before quoting/ submitting their bid.
- 5. All the pages of the tender documents should be signed and stamped by bidders for their acceptance of all terms and conditions of the tender.
- 6. All offers should be written in the **English** and **price** should be written in both, **figures and words.**
- 7. Quoting firms **must put page number on every page** of the bid. It is also required that page nos. of the documents attached should be mentioned against each item of the main bid.
- 8. The NEFT / Online Payment for Tender Fee must be deposited to the account of "Central University of Jharkhand, Ranchi" **before the last date of bid submission**. NEFT / Online Payment transfer details for Tender Fee and Bid Securing Declaration Form must be submitted along with the tender document.
- 9. The Bids, for which Tender Fee and Bid Securing Declaration Form has been received before the last date of bid submission by the university, will be opened in the presence of Bidders' authorized representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for University, the due date for submission of bids and opening of bids will be next working day or as announced by the University in the appropriate manner.
- 10. Address and contact numbers for seeking clarifications & Communication: -

(a) Address for Communication:

The Registrar Central University of Jharkhand Village - Cheri-Manatu P.O. – Kamre, P.S.- Kanke Dist.- Ranchi - 835 222 (Jharkhand)

(b) Name/ designation of the contact personnel: Prof. SL Harikumar, Registrar

(c) Telephone/ Mobile numbers : +91-9304953705 (P.S. to Registrar)

(d) E-mail ID of contact personnel : registrar@cuj.ac.in

SECTION - III

QUALIFICATION/ ELIGIBILITY CRITERIA

- 1. The bidder must have experience in the area of providing of security services in Central/ State Government/PSUs/Nationalised Banks/ Autonomous bodies/ Reputed Organisations. for a minimum period of three-years-ended-31st-March, 2020. Service rendered with list of such Central/ State Government/PSUs/Nationalised Banks/ Autonomous bodies/ Reputed Organisations with duration of service and work value shall be furnished.
- 2. <u>Financial Capability</u>: Average annual financial turnover of the bidder during the last three financial years ended 31st March, 2020 should be at least <u>Rs. 250.00 lakh</u> (Rupees Two Hundred Fifty Lakh only).

Past Experience:

- (a) The bidder must have at least three years experience of providing security services to Central/ State Government/ PSUs/ Nationalised Banks/ Autonomous bodies/ Reputed Organisations.
- (b) The bidder must have successfully executed/ completed security service, over the last three financial years ended 31st March, 2020:
 - (i) Three similar completed services costing not less than Rs. 100.00 lakh;

or

(ii) Two similar completed services costing not less than Rs. 125.00 lakh;

OI

- iii) One similar completed services costing not less than Rs. 200.00 lakh;
- 4. Self Attested copies of registration certificate/ documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the bid to commit the bidder.
- 5. <u>Security Service Licence</u>: Copy of valid license under "The Private Security Agencies (Regulation) Act, 2005" for providing security services at Jharkhand.
- Self attested copy of following additional documents:-
 - (a) Valid labour license under the contract Labour (Regulations & Abolition Act, 1970)
 - (b) GST Registration certificate
 - (c) Registration under EPFO
 - (d) Registration under ESIC
 - (e) PAN Card
 - (f) Registered branch office in Jharkhand.
- 7. Self-attested Copies of work orders and experience with financial value in security services for last three years and names & address of clients who may be contacted for further information on those contracts (**Format-II**).
- 8. Income Tax returns filed for the last three financial years ended 31st March, 2020.

- 9. Certified copies of Audited Annual accounts of the last three financial years ended 31st March, 2020 by CA comprising following:-
 - (a) Balance sheet
 - (b) Profit and loss Statement
 - (c) Income and expenditure account
- 10. Bank Account details (NEFT Mandate Form) (Format-IV).
- 11. An undertaking on non-judicial stamp paper of **Rs. 100.00** to be furnished as per the **Format-** \underline{V} of the tender document.

<u>Note:</u> Bidders not complying with above conditions or not providing complete information as described shall not be considered and hence out rightly rejected.

SECTION - IV

ACTIVITY SCHEDULES AND OTHER REQUIREMENTS

- 1. The security agency shall inspect the various sites of Central University of Jharkhand and fully acquaint themselves with scope and nature of working conditions etc. No claims will be considered later on the grounds of ignorance or otherwise of the conditions under which the work will have to be executed. Security guards deployed by you shall safeguard plant and machinery, movable/ immovable property in his areas of deployment. Failing which, cost of damage property will be recovered from the running bills.
- 2. <u>Description of Services</u>. Central University of Jharkhand requires the security services 24 (Hrs). x 07 (days a week) X 365 days to protect the university premises and properties. The security personnel will work as per following three shifts (or as & when revised):-

Shift	Shift timings	Remarks
st	0600 Hrs - 1400 Hrs	
		Deployment of Unit-In-charge, Security
IInd	1400 Hrs – 2200 Hrs	Supervisor and Security Guards as per the
III rd	2200 Hrs - 0600 Hrs	requirement of the university.
General	0900 Hrs – 0500 Hrs	

- 3. <u>Activity Schedule</u>. The Security agency is required to provide Security services to the University by deploying fool-proof Security measures, providing early warning systems and mobilizing trouble shooting elements. The items/ conditions or situations that have to be covered by security services of the Agency are enumerated (with important but non-exhaustive list) as below:-
 - (a) Protection of immovable & movable property and personnel (faculty, staff, students, official visitors and residents) of the University against willful harm and unlawful activities:
 - (b) The University means all Gates, Academic Areas, Activities Areas, Boys and Girls Hostels including dining halls, messes, Guest Houses, Play grounds, Community Centers, Commercial Centers, Gymnasium, Technical Cell, Examination Section, Administrative Section, Finance & Account Section, Auditorium, Laboratories and Medical Centre etc. all the area, property, personnel and activities within the boundary of University campuses. (Both Cheri Manatu and Brambe Campus)
 - (c) Protection of property and personnel of the University also in transit when so specified/ directed by the University.
 - (d) Protection of cash and documents, when so specified in transit.
 - (e) Protection of property/ cash/ documents of University against burglary (where loss is due to entry after breaking any entry lock/ door/ window/ grill etc).
 - (f) Regulate access control at gates, prevent misuse of University grounds and facilities by unauthorised 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 and Security Officer.
 - (g) Prevent loss that is on account of lapse in "access control measures" at the Gates of the University.
 - (h) Undertake fire fighting operations with equipment provided by university.
 - (j) Prevent trespass in specified areas/ offices in the University.
 - (k) Regulate parking of vehicles in designated areas of the University.

- (I) Provide security during official, social and religious functions inside the University Campus.
- (m) Conduct surveys/ security investigations as per requirements and directive of the University.
- (n) Conduct periodic training of security guards on its own expenses.
- (p) Provide security for specific functions of the University as directed.
- (q) Adhere to the Standard Operating Procedures (SOPs) given by the Security Officer or authorities of the university which may be modified from time to time by the University.
- (r) Detection & prevention of theft, pilferage, sabotage, unauthorised activities in the university.
- (s) The Agencies/ Firms should have an insurance cover from Insurance Agencies/ Firms for public liabilities and thefts.
- (t) The Agencies/ Firms should have an investigation cell to carry out investigation of Thefts, accidents or any other matter required from time to time. (**Attach Details**)
- (u) The Agencies/ Firms should be able to provide extra security guards at the University within 12 hours of notice.
- (v) To know and educate all staff members in disaster management.
- (w) To prevent entry of animals in the University campus.
- (x) To ensure that no unauthorized hawkers or vendors enter into the University campus.
- (y) To report about any suspicious activity noticed during or after office hours in and around the University premises.
- (z) To lodge complaints with Police authorities regarding any unwarranted occurrence in and around the campus of Central University of Jharkhand post approval of the competent authority of the university.
- (aa) To provide Guard of Honour during celebration of national repute/ importance (i.e. Republic Day, Independence Day, University raising day etc) or as directed by the University Authority.
- (ab) To regulate traffic & crowd as and when directed by the authority of university.
- (ac) To obey and execute all lawful orders/ directives issued by the authority of university for better safety and security of the university.
- (ad) Granting of weekly off and sanction of leave to the security personnel to be carried out by the agency/ firm without compromising the sanctioned strength for deployment. No post of deployment shall be at any time left unguarded/ unmanned.
- (ae) The security agency **shall not permit continuation of duty** of persons deployed from shift to shift except for emergencies from Ist Shift to IInd Shift to an extent of 10%, from IIInd Shift to IIIrd Shift to an extent of 05% but not from IIIrd Shift to Ist Shift.
- 4. **Engaging Guard in Extra Duty** At the time of exigencies and special requirement/ events viz. Official gathering/ VIP Visit/ Agitation/ Strike/ festivals and likewise, extra-man days shall be availed from the available lot of man days. It shall be ensured by the agency that total mandays used/ consumed shall not exceed the allotted / sanctioned mandays.

5. <u>Mandays/ Manpower Schedule</u> The schedule of the mandays / manpower required to be provided by the Security Agency is as follows: -

SI.	Description of	No. of Mandays	Category	Remarks	
No.	Service	required per month			
(a)	Unit- In-charge	01 X (28 or 30 or 31)	Highly	No. of mandays per	
			Skilled	month will be applicable	
(b)	Security Supervisor	06 X (28 or 30 or 31)	Skilled	as per the no. of days	
(c)	Security Guards	63 X (28 or 30 or 31)	Semi-Skilled	(28/30/31 days) in the respective month	

- **Note**: (i) The actual number of mandays/ manpower under above categories may increase / decrease as per the requirements of the University from time to time.
 - (ii) The number of Males and Females Security Guards will be inform as per requirement of the University (as and when required).

Materials Schedule (Bill of Material).

The security agency/ service provider has to provide following items/ accessories at it's own cost for carrying out the security services to the employed security personnel: -

- (a) The Security Agency has to provide **30 nos**. **of Walkie-Talkies** (as per specification placed at **Annexure I**) **al**ong with at least **30** nos. of additional batteries with charger.
- (b) **02 pairs** of Uniform with proper head gear and name talley annually. Additionally, **01 Pair** of **Ceremonial** Uniform shall always be kept ready for any specific requirement/ special occasions/ VIP movement as directed by the university. **The design, colour and specifications of Uniform shall be provided by the University.**
- (c) Photo Identity Cards for constant display and it's loss shall be reported immediately to the Service Provider for replacement.
- (d) 15 nos. of thermal scanner
- (e) Seasonal uniform i.e. summer/ winter (Sweater/ jacket) / rainy uniform (Raincoat) etc for proper discharge of duties in all season.
- (f) Heavy duty quality torch, with battery thereof, to all night watch security guards.
- (g) Big size lathi of suitable size.
- (h) Whistles having high frequency sound/ volume
- (i) Any additional item(s) required to execute security services more efficiently, as per the Instruction/ direction of University in writing or verbal order by competent authority.

Note:- All above mentioned materials should be supplied to the authorized person of the University for Safe keeping and distribution of the materials to security personnel for official uses.

7. Essential Equipment

The Security Agency has to also provide **30 nos. of Walkie-Talkies** (as per specification placed at **Annexure I**) along with at least **30** nos. of additional batteries with charger and **15 nos. of Thermal Scanner**, this may increase/ decrease as per requirement.

SECTION - V

GENERAL CONDITION OF CONTRACT

- 1. <u>Bid Security & Tender Fee.</u> The bidder shall submit NEFT/ Online Payment of <u>Rs. 2,500.00</u> (Rupees Two Thousand Five Hundred only) towards tender fee to the account of "Central University of Jharkhand, Ranchi" and Bid Security/EMD as per **Format VII before the last date of bid submission**. NEFT / Online Payment transfer details for Tender Fee and Bid Securing Declaration Form (**Format VII**) must be submitted along with the tender document as per the following details: -
 - (a) The terms and conditions of Bid Securing Declaration Form will be executed, if: -
 - (i) The bidder fails to commence the work as per the award letter for undertaking the job, or
 - (ii) In the event of withdrawal of offer during the validity period, or
 - (iii) Non-confirmation of acceptance of the order within the stipulated time after issue of the work order by the University, or
 - (iv) The successful bidder fails to furnish the required Performance Security within 15 days on receipt of notification of award of work order from the University, or
 - (v) if the Bidder fails to sign the Contract/ Agreement within 21 days on receipt of notification of award of work order from the University.
 - (vi) The bidder withdraws or amends its/ his tender or impairs or derogates from the tender in any respect within the period of validity of the tender.
 - (b) Bid Securing Declaration Form should remain valid for a period of **45** (Forty Five) **days** beyond the final bid validity period.
 - (c) The Bid Securing Declaration Form must be submitted as per provision on OM No. F. 9/4/2020-PPD dated 12th November, 2020, Ministry of Finance. (**Format VII**)
- 2. <u>Performance Security.</u> On receipt of notification of award of work order from the University, the successful Bidder within 15 days shall furnish the performance security of Rs. 25,00,000.00 (Rupees Twenty Five Lakh only) in the form of DD/FDR/PBG in favour of "Central University of Jharkhand payable at Ranchi" issued from any of commercial bank in India in an acceptable format (Format VI).
 - (a) Performance security should remain valid for a period of **60 days** beyond the date of completion of all contractual obligations of the contractor/ agreement.
 - (b) The Performance Security will be forfeited and credited to the University account in the event of a breach of contract/ agreement by the contractor.
 - (c) It will be refunded after 60 days, post successful completion of all contractual obligations and duly performs of all agreed assignments as per agreement.
- 3. <u>Contract Period</u>. <u>The contract shall be renewed annually on the basis of performance and mutual consent with the same terms and conditions for the maximum period of three years.</u> The contract shall be terminated by the University giving a notice of 30 days to this effect. However, the contract can also be terminated by the agency giving a written notice of 90 days.

- 4. **Payment Terms & Conditions:** Payment to Service Provider shall be made on monthly basis. Bill/s shall be submitted by the firm/ agency after completion of every month duly enclosing therewith: -
 - (a) Ink-signed copy of Commercial invoice
 - (b) Attendance certified by an officer authorized in this regard by the University,
 - (c) Salary payment sheet of the current month, with bank transaction details duly signed by the disbursing bank authority and the employed security personnel. (**Annexure II**)
 - (d) A separate challan (Duly signed & stamped by company officials) showing proof of remittance of ESI and EPF in respect of personnel deployed under the contract for previous month to the respective authorities. (**Annexure IV**)
 - (e) A separate challan of deposit of GST and TDS, as applicable (Duly signed & stamped by company officials) for previous month.
 - (f) Enclose NEFT Bank Details with photocopy of cheque to making payment through online mode of transfer.
- 5. The University will release payment <u>within 15 working days</u> from the date of the receipt of bills along with all the above necessary documents, if found in order.
- 6. The successful bidder/ firm/ agency **shall not be paid any kind of advance** under any circumstances.
- 7. <u>Deduction of Income Tax, GST and so on, at source from payment to suppliers</u>: This will be done as per existing government rules/ regulations/ laws in force during the currency of the contract.
- 8. <u>Refund from Supplier</u>: if the supplier, after claiming and receiving reimbursements for GST or other taxes and so on, from the purchaser, applies to the concerned authorities for refunds, on genuine grounds, of certain portions of such duties and taxes paid by it and receives the allowable refunds. Such refunds contain the university's share also (out of the payments already made by the university to that supplier) and that should be **refunded to the University**.
- 9. The successful bidder shall have to obtain labour license before commencement of work from concerned labour authorities, wherever applicable, under the provisions of contract labour (Regulations & Abolition) Act, 1970 and the rules/ amendments made there under from time to time. The bidder shall also ensure renewal of such license well before it's expiry.
- 10. The agencies/ bidders/ firms should maintain all the records/ registers / documents which are necessary under various labour laws applicable to contract labours/personnel and also shops and establishment Act/Rules applicable to his/her establishment and make them available at CUJ at all times. Indicative list of such records is given for example, which has to be put up for signature to nominated officer by the University/ Security Officer on monthly basis:
 - (a) Register of workmen
 - (b) Employment card
 - (c) Muster Roll
 - (d) Register of wages
 - (e) Wage slips
 - (f) Overtime registers etc.
- 11. <u>Site Visit</u>. The bidder, at the bidder's own responsibility, risk and expenses, may be encouraged to visit and examine the site and it's surroundings and shall obtain all information that may be necessary for preparing the bid and entering into a contract for the services.

- 12. Workmen Safety and Insurance. The service provider shall alone be fully responsible for safety, security and insurance or life insurance of their employed personnel, who are engaged for the security services of the university. The service provider shall provide and ensure sufficient protection gears like big size quality torch with battery thereof, heavy duty lathi of suitable size, Whistles etc. are being used by their workers while carrying out security related activities. The University shall not be liable/ responsible for any compensation in case of any fatal injury/ death caused to or by engaged security personnel while performing/ discharging their duties/ for inspection or otherwise.
- 13. <u>Registered Branch office in Jharkhand</u>. The agency/ firm shall have a proper registered branch office in Jharkhand. The office shall have effective communication facilities like telephone, fax, e-mail, mobile phones, vehicles etc. and manned control room to ensure quick response. **Documents pertaining to registered branch office** i.e. Registration documents, rent agreement/ property documents etc. Shall be submitted with technical bid.

14. Modification of bids.

- (a) The University reserves the right to alter/modify any or all conditions of this tender document before submission of Technical and Financial bids.
- (b) The agencies/ bidders/ firms shall not be permitted to alter or modify their bids after last date of submission of bids.
- (c) At any time prior to the deadline for submission of tender, the University may amend the tender documents issuing by addendum/ corrigendum. The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes, if deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the Vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the Vendor of notice of change (amendment order). Price increase, extension of time for delivery and change in quantity shall not be binding on the University unless sufficiently justified by vendor and accepted by the university in a form of amendment/ modified Order issued and signed by the University.
- 15. <u>Selection of the Bidder</u>. For the purpose of selection of the bidder, a Single Stage Two Envelops System (Two Bid System) process will be followed. The response to the tender should be submitted in two parts viz. **Technical Bid & Financial Bid.**
 - (a) **Technical Bid:** Technical bid should contain information regarding the company/ firm registration details, Authorization letter, Clientele list (List of Users), Performance certificate from clients, self-declaration for not black listed, business turnover, experience and other details of the firm to judge the suitability of the bidder. **(Format II with Format I Check List)**
 - (b) **Financial Bid:** Financial bid should contain rate of the service charge required to be supplied along with tender form, duly filled and signed by the authorized person. Conditional Offer will not be accepted. **(Format III)**
 - (c) The Technical Bid will be opened on the prescribed tender opening date in the presence of agencies/ bidders/ firms or their authorized representative wishes to participate. The Financial Bid of all technically qualified agencies/ bidders/ firms will be opened as per the intimated/ scheduled date and time of financial bid opening.

16. **Evaluation of bid**.

- (a) Technical Bid along with pre-qualification criteria of this tender will be evaluated by an evaluation committee nominated by competent authority to conclude the tender. Financial bids of bidders who are technically qualified as per evaluation committee will only be opened.
- (b) L1 (lowest bid) will be decided on lowest reasonable service charge basis (as mentioned in Financial bid).
- (c) Unless otherwise stated in the price bid, it will be construed that the price quoted is inclusive of all taxes and duties. No claim in this regard will be entertained at a later stage.
- (d) The price quoted by the bidder should be final and no escalation shall be permitted during the contract period except for statutory levies enhanced or introduced subsequent to the date of submission of the price bid duly supported by documentary evidence.
- (e) In case of evaluation of Financial Bids, the Evaluation Committee will ascertain the Reasonableness of the rates quoted by the tenderer in the financial bid. The bidder shall not quote rate less than 03% in Service Charge. In case the bidder quotes below 03% Service Charge, it will be considered as impracticable/ not feasible to execute the assignment, hence, the committee will reject the bid and next bidder, who is equal or above to threshold value will be considered as per grading/ rate.
- (f) The overall successful bidder/ lowest bidder (L1) will be decided on the basis of lowest reasonably quoted service charge (above the minimum threshold as mentioned above) in Financial Bid. In case of tie to the service charge, the following criteria will applied as tie-breaker: -
 - (i) Maximum average annual turnover of last three financial years of the agency/ firm if found equal, then;
 - (ii) Maximum years of Experience in Security Services of the agency/ firm

17. Rejection of Bids:

- (a) If bidders give wrong information in their bid, University reserves the right to reject such bids at any stage and forfeit the **Bid Securing Declaration Form** / Performance Bank Guarantee and cancel the order, if awarded.
- (b) If the technical offer contains any price information the offer will be summarily rejected.
- (c) If the bidder has quoted the rate of Service Charge less than 03 % (lowest reasonably rate of service charge), the offer will be summarily rejected.
- (d) Canvassing in any form in connection with the tender is strictly prohibited and the bids submitted by the bidder who resort to canvassing are liable for rejection.
- (e) Unsigned tenders/bids, unattested corrections and over writing by bidders are also liable for rejection. All pages of the tender documents have to be duly signed and stamped by the authorised signatory.
- (f) Bids submitted without supporting documents as mentioned or required to submit with bids are liable to be rejected.
- (g) The Tenderer must confirm in their bid acceptance of all the terms and conditions in this enquiry. Any non-acceptance or deviations from the terms and conditions must be clearly brought out. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this enquiry may render /liable the Quotation for rejection.
- (h) The University reserves the right to reject any or all the bids without assigning any reason thereof.
- (i) Incomplete tenders, amendments and additions to tender after opening are liable to

be ignored and rejected.

- (j) The Technical Bid will not be considered for applicants who's **Tender Fee** and **Bid Securing Declaration Form** is not found in order.
- (k) Overwriting should be avoided. Correction, if any, should be made by neatly by crossing out, signed and re-writing. Use of fluid (whitener) is not allowed and such tenders shall be rejected. Pages of the tender document are numbered. Additional sheets, if any added by the Service Provider, before last date of submission of bid should also be numbered by him.
- 18. <u>Withdrawal of bids</u>. No bidder will be allowed to withdraw it's bid in the interval between the deadline of submission of bids and expiration of period of bid validity. Withdrawal of bid during this period will result in forfeiture of the bidder's bid security Declaration Form and other sanctions.
- 19. **Bid Validity**. Bids should be valid for a period of **180 days** from the date of opening of bid.
- 20. <u>Settlements of disputes</u>. All the disputes shall be initially settled with mutual discussions or arbitration. Any dispute, disagreement of question arising out of or relating to this contract or relating to services or performance, which cannot be settled amicably, if any, with regard to providing services and interpretation of any clause in this agreement, the Hon'ble High Court of Jharkhand at Ranchi shall have the Jurisdiction.
- 21. Arbitration. The arbitration proceedings will be followed as enumerated below: -
 - (a) All disputes or differences arising out of or in connection with the present contract or any part thereof, should be settled by bilateral discussions.
 - (b) Any dispute, disagreement of question arising out of or relating to this contract or relating to services or performance, which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
 - (c) Within sixty (60) days of the receipt of the said notice, at least 03 arbitrators shall be nominated in writing by the authority agreed upon by the parties. One of the arbitrator should be an expert of security or concerned field.
 - (d) The seat of Arbitration shall have be at Ranchi.
 - (e) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 as amended time to time.
 - (f) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses there to shall be shared equally by the parties, unless otherwise awarded by the arbitrator.
 - (g) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.
 - (h) The language of the arbitration shall be English.
- 22. <u>Final decision making authority</u>. The Vice Chancellor, Central University of Jharkhand, Ranchi reserves the right to accept or reject any bid and to annul the tender process and reject any or all bid at any time, without assigning any reason or incurring any liability to the applicants.
- 23. <u>Assignment/ Subcontracting/ Sublet</u>. The Firm/Agency shall not assign the order received, any rights under this agreement or to become due hereunder neither delegated nor subcontracted/ sublet any obligations or work hereunder without the prior written consent of the University.

- 24. <u>Cancellations of tender/ Contract</u>: The University reserves right to accept or reject any or all Bids. The University also reserves the right to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action. The University may cancel agreement entered with vendor in whole or in part, for no cause, upon written, e-mail, or telex notice to the Vendor, in the event that the vendor: -
 - (a) Fails to comply with any term or condition of this order including, but not limited to, delivery terms; or
 - (b) Appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or
 - (c) Files a voluntary petition in bankruptcy; or
 - (d) Has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or
 - (e) Voluntarily ceases trading; or
 - (f) Merges with or is acquired by a third party; or
 - (g) The delivery of the services is delayed for causes **not attributable to Force Majeure** for more than **15 days** after the scheduled date of delivery.; or
 - (h) The firm/agency is declared bankrupt or becomes insolvent.; or
 - (j) The delivery of services is delayed due to causes of Force Majeure by more than (06 months) provided Force Majeure clause is included in contract.; or
 - (k) The University has noticed that the Service provider has utilised the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/company etc.; or
 - (I) As per decision of the Arbitration Tribunal.; or
 - (m) Assigns any of its rights or obligations under the order to a third party without the university's prior written consent.; or
 - (n) Not enter into an **Agreement** with the University on **Non-Judicial Stamp Paper of Rs.100/-** (Rupees One hundred only) **within 21 days of the issue of letter of Award**.

Upon the occasion of any one of the aforesaid and in addition to any remedies which the university may have in Law or in Equity, the university may also cancel this order or any outstanding deliveries hereunder by notifying the Vendor in writing of such cancellation and the Vendor shall thereupon transfer title and deliver to the university such work in progress or completed material/ services as may be requested by the university. The University shall have no liability to the Vendor beyond payment of any balance owing for Material/ service purchased hereunder and delivered to and accepted by the university prior to the Vendor's receipt of the notice of termination, and for work in progress requested for delivery to the university.

- 25. Access to Books of Accounts: In case it is found to the satisfaction of the University that the firm/agency has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the firm/agency, on a specific request of the University, shall provide necessary information/ inspection of the relevant financial documents/information.
- 26. Penalty for use of Undue influence: The firm/ agency undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the University or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether

with or without the knowledge of the firm/ agency) or the commission of any offers by the firm/ agency or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the University to cancel the contract and all or any other contracts with the firm/ agency and recover from the firm/ agency the amount of any loss arising from such cancellation. A decision of the University or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the firm/ agency. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the firm/ agency towards any officer/ employee of the University or to any other person in a position to influence any officer/ employee of the University for showing any favour in relation to this or any other contract, shall render the firm/ agency to such liability/ penalty as the University may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the University.

27. **Force Majeure clause**:

- (a) Neither party shall bear responsibility for the complete or partial non- performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods/ Services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- (b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- (c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- (d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- (e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.
- 28. 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:
 - (a) 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.
 - (b) 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.

- (c) The liabilities are 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.
- (d) However the Agencies/Firms will not be held responsible for the damages caused due to Force Majeure circumstances.
- 29. In case, the security agency/ Service Provider does not execute the work as per the terms and conditions of the work order/ Agreement, the same shall be executed through other firm/ agency and the expenditure, 'if any', incurred in this regard shall be recovered from the Security agency/ Service Provider's Security Deposit and Pending bills.
- 30. In case, the bidder awarded contract for security services, fail to execute the work/ services as per work order/ agreement, the University shall award the work to the next higher responsive bidder at the rates offered by lowest responsive bidder. (Rule 173(xvi) of GFR 2017)
- 31. Disputes, grievances, if any, between the Security agency/ Service Provider and personnel deployed by it or between deployed security personnel, has to be settled/ resolved by the Service Provider only.

32. Other terms & conditions.

- (a) Central University of Jharkhand reserves the right to verify/ seek confirmation of all original documentary evidence submitted by bidders in support of above mentioned specification for eligibility criterion. In case any information furnished by the bidder is found to be false/ incorrect at any stage, the bid shall be summarily rejected and no correspondence on the same shall be entertained.
- (b) If any information furnished by the applicant is found to be incorrect at a later stage, he shall be liable to be debarred from tendering/taking up of work in Central University of Jharkhand. The Central University of Jharkhand reserves the right to verify the particulars furnished by the applicant independently.
- (c) The Central University of Jharkhand reserves the right to reject any or all prospective applicants without assigning any reason and to restrict the list of tendered contractors to any number deemed suitable by it, if too many applications are received satisfying the basic PQ criteria.
- (d) The applicant may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of Tender document unless it is called for by the University.
- (e) After issuance of acceptance of the contract, you shall deploy the requisite no. of security personnel and commence the security services at the earliest as per the terms & conditions of the contract and the directives of the authorities of the university.
- 33. <u>Letter of transmittal</u>. The bidder should submit the letter of transmittal along with tender document.

SECTION - VI

SPECIAL CONDITION OF CONTRACT

- 1. The security agency/ service provider's deployed personnel should be polite, cordial, positive and efficient, while handling the assigned work.
- 2. The employed security personnel action shall promote goodwill and enhance the image of the University.
- 3. The security agency/ service provider shall be responsible for any act of commission or omission or indiscipline on the part of persons deployed by him.
- 4. The University reserve the right to decide and select the candidates to be deployed considering the age, qualification and experience etc.
- 5. The security agency/ service provider has to provide following items/ accessories at it's own cost for carrying out the security services to the employed security personnel: -
 - (a) The Security Agency has to provide **30 nos**. **of Walkie-Talkies** (as per specification placed at **Annexure I**) **al**ong with at least **30** nos. of additional batteries with charger.
 - (b) **02 pairs** of Uniform with proper head gear and name talley annually. Additionally, **01 Pair** of **Ceremonial** Uniform shall always be kept ready for any specific requirement/ special occasions/ VIP movement as directed by the university. **The design, colour and specifications of Uniform shall be provided by the University.**
 - (c) Photo Identity Cards for constant display and it's loss shall be reported immediately to the Service Provider for replacement.
 - (d) 15 nos. of thermal scanner
 - (e) Seasonal uniform i.e. summer/ winter (Sweater/ jacket) / rainy uniform (Raincoat) etc for proper discharge of duties in all season.
 - (f) Heavy duty quality torch, with battery thereof, to all night watch security guards.
 - (g) Big size lathi of suitable size.
 - (h) Whistles having high frequency sound/ volume
 - (i) Any additional item(s) required to execute security services more efficiently, as per the Instruction/ direction of University in writing or verbal order by competent authority.

Note: - All above mentioned materials should be supplied to the authorized person of the University for Safe keeping and distribution of the materials to security personnel for official uses.

- 6. 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.
- 7. If during the period of contract the uniform is torn, it shall be the responsibility of the Agencies/ Firms to supply another pair of uniform to the employed security personnel and ensure that the persons wear uniform while they are on duty in the University.
- 8. The service provider agency shall ensure proper conduct of the personnel deployed in University campus and enforce prohibition of consumption of alcoholic drinks, chewing tobacco, smoking, loitering etc.
- 9. All services shall be performed by persons qualified and experienced in performing such services.

- 10. The University shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel deployed by the service provider.
- 11. The service provider shall depute an experienced and qualified Supervisor (preferably Ex-Serviceman) for seamless management of employed security personnel.
- 12. The security agency's employed staffs, in any circumstances, **shall not** divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative /organisational matters as these are confidential / secret in nature.
- 13. The security agency's employed staffs, in any circumstances, **shall not claim** any benefit / compensation/ absorption /regularization of services from the University under the provisions of Industrial Disputes Act., 1947 and Contract Labour (Regulation & Abolition) Act, 1970. An undertaking to this effect from the personnel engaged shall be submitted by the service provider to the University. **(Format V)**
- 14. The service provider shall ensure deployment of suitable security personnel post collection and diligent verification of following documents (**Pre-requisites**): -
 - (a) Certified/ proper background/ character verification certificate by the local police
 - (b) Proof of identity as per document issued from Govt. of India/ Jharkhand.
 - (c) Proof of residence as per document issued from Govt. of India/ Jharkhand.
 - (d) Proof of Age/ DOB as per document issued from Govt. of India/ Jharkhand.
 - (e) Aadhar Card
 - (f) Driving license, as applicable
 - (g) PAN Card
 - (h) Recent Coloured Photographs (02)
 - (j) Bank account details
 - (k) Certified previous work experience certificate
 - (I) Education qualification certificate
 - (m) Resume with all standard/required details as per format (Annexure III)
 - (n) Any other relevant documents/ certificate as directed by the university.
- 15. The <u>character and antecedents along with all the above documents of each employed security personnel</u> has to be verified by the security agency/ service provider before their deployment and a <u>certification</u> with copy of all above supporting documents to this effect, is to be submitted to the University within 01 month of deployment of security personnel.
- 16. The service provider/ security agency shall engage the appropriate qualified personnel as required by the University from time to time. The said personnel engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their wages every month as per the Minimum Wages Act, 1948, Contract Labour (Regulations & Abolition) Act, 1970, Payment of Wages Act, 1936 by the Seventh (07) day of the following month without linking to payment to be received from the University. In case of delayed payment, the Service Provider is liable to pay the penalty as decided by the competent authority which shall be binding upon the service provider. (Format V)
- 17. The agencies/bidders/firms shall be wholly and exclusively responsible for payment of wages, EPF, ESIC, Bonus etc. to the persons engaged by it, in compliance of all the statutory obligations under all related legislations as applicable to it; from time to time including Minimum Wages Act, 1948, Employees Provident Fund Act, 1952, ESI Act, 1948, Contract Labour (Regulations & Abolition) Act, 1970, Private Security Agencies (Regulation) Act, 2005 etc., and

CUJ shall not incur any liability for any expenditure whatsoever on the persons employed by the service provider on account of any obligation.

- 18. The Agencies/ Firms shall submit the certificate that it is operating in compliance of the provisions of the "Private Security Agencies (Regulation) Act, 2005".
- 19. The Security Guards/ Security Supervisors/ Unit-in-charge shall be normally required to work in three shifts basis. Working hours would be normally 08 hours per day during working days. The agency has to provide security services to the University round the clock.
- 20. The service provider shall provide the required security personnel for a shorter period also, in case of any service exigencies as per the requirement of the University during various occasions like VIP visits, culture/ sports programmes etc. within 12 hours of receipt of written or verbal directive through authorized University Official.
- 21. The service provider shall provide a substitute, well in advance, if there is any probability of a engaged security personnel leaving the job due to his /her own personal reasons. The security agency shall ensure of providing **ESI card** to all the employed security personnel **within one month** of commencement work under this contract to enable them to avail of the entitled medical facilities.
- 22. The minimum wages as per the notifications issued by the Government of Jharkhand or in accordance with the directive of Ministry of Education/ UGC, revised from time to time shall be applicable. The Security Agency/ Service Provider shall ensure that individual Bank Accounts of members are opened in their respective names and all payments shall be made through e-transfer only as per the minimum wages notifications issued by Govt. of Jharkhand or in accordance with the directive of Ministry of Education/ UGC, revised from time to time. Payment in cash is totally prohibited. A certificate that the wages have been paid in accordance with the said notification should invariably be furnished along with bank transfer details/ bank manager certificate (Annexure II) by the contractor every month along with the monthly bill to the University.
- 23. The Security Agency/ Service Provider shall be available to contact at all times (24 X 07 Hrs a day) and message sent by WhatsApp, SMS, E-mail, Fax or any Special Messenger from University to the security agency/ service provider shall be acknowledged immediately on receipt on the same day.
- 24. The Security Agency/ Service Provider have to maintain EPF account of each person employed.
- 25. It will be **sole responsibility of the security agency**/ Service Provider to maintain/ open EPF/ ESI account and bank account of all serving/ newly joined security personnel. EPF/ ESI account and bank account of all newly joined security personnel has to be opened within one month of his/ her joining.
- 26. The Security Agency/ Service Provider shall be **solely responsible** for any query raised from the office of Regional/ Assistant Labour Commissioner on issues related to EPF/ESI, minimum wages, bonus etc to the employed security personnel.
- 27. The successful bidder shall enter into an Agreement with the University on **Non-Judicial Stamp Paper of Rs.100/- (Rupees One hundred only) within 21 days** of the issue of letter of Award. **Non-fulfilment of this condition** of executing an agreement/ contract document by the

contractor would constitute sufficient ground for annulment of the award of the contract and terms and conditions of Bid Securing Declaration Form will be executed, as per GFR – 225 (vi).

- 28. In case, the Security agency/ Service Provider fails to make payment of minimum wages to his personnel deployed under the contract, the performance guarantee and the amounts payable by the university to the Security Agency/ Service Provider, shall be utilized by the University to discharge primary liability of the Service Provider towards various security services/ personnel and also liable to terminate the agreement.
- 29. The Security agency/ Service Provider shall ensure adherence to all relevant acts/ laws including (as amended time to time): -
 - (a) The Contract Labour (Regulations & Abolition) Act, 1970
 - (b) The Payment of Wages Act, 1936
 - (c) The Workmen Compensation Act, 1923
 - (d) Minimum Wages Act, 1948
 - (e) ESI Act 1948
 - (f) The Employee's Provident Fund and Miscellaneous Provisions Act, 1952
 - (g) The Private Security Agencies (Regulation) Act, 2005
 - (h) The Industrial Disputes Act, 1947
 - (j) The Payment of Bonus Act, 1965
 - (k) The Payment of Gratuity Act, 1972
 - (I) The Equal Remuneration Act, 1976
 - (m) The inter-State Migration Workmen (Regulation of Employment and Conditions of Services) Act, 1979
- 30. **Eligibility criteria:** The Agencies/ Firms shall have provided proper standard and trained Manpower. The University will select the Security Guard, Security Supervisor and Unit In-Charge from trained Manpower, as per PSARA Act, 2005 in conjunction with following conditions: -
 - (a) The security agency shall not employ or engage any person as a private security guard, unless he/ she -
 - (i) Is a citizen of India or a citizen of such other country as the Central Government may, by notification in the Official Gazette,;
 - (ii) Has completed eighteen years of age but has not attained the age of sixty-five years;
 - (iii) Satisfies the agency about his character and antecedents in such manner as may be prescribed;
 - (iv) Has completed the prescribed security training successfully;
 - (v) Fulfils such physical, educational and experience standards as prescribed below: -

Role / Responsibility	Minimum Height (General/ SC- ST/ Female)	Minimum Education Qualification	Minimum Experience in Security Services
Unit-in-Charge	160 cm/	12 th pass + knowledge of Computer	10 years including minimum 02 years as Security Supervisor
Security Supervisor	155 cm/ 148 cm	12 th Pass	05 Years as Security Guard
Security Guard		10 th Pass	01 Year as Security Guard

Note: - The above mentioned minimum qualifications can be modified by the University as & when required.

- (vi) Satisfies such other conditions as may be prescribed.
- (b) No person who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct or moral turpitude while serving in any of the armed forces of the Union, State Police Organisations, Central or State Governments or in any private security agency shall be employed or engaged as a private security guard or a supervisor.
- (c) The security agency may, while employing a person as security personnel, give preference to a person who has served as a member in one or more of the following, namely:—
 - (i) Army;
 - (ii) Navy;
 - (iii) Air Force;
 - (iv) Any other armed forces/ paramilitary of the Union;
 - (v) Police, including armed constabularies of States; and
 - (vi) Home Guards
- 31. 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.
- 32. 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 Post Attendance Register to all guard postwise at its own cost.
- 33. For every 06 (six) days of duty of security personnel, 01 (one) day off will be given. The security agency/ Service Provider must ensure that it's engaged security personnel must get **01 (one) day rest/ off in a week** and also he/she **should not work more than 26 days in a month**. The security agency/ Service Provider shall submit copy of attendance register duly countersigned by the Security Officer for payment.
- 34. **Penalty: -** The service provider shall provide immediate replacement in case the personnel of the Agency/ Firm is proceeding on leave or leaving the agency. The agency will inform well in advance to security officer/ controlling officer designated by the University time to time.
 - (a) In case of failure to provide requisite strength of Manpower and services during the contractual period, following amount will be imposed as penalty: -

SI. No.	Reason of Penalty	Amount (in rupees)	Remarks
(i)	Absence of Security Guard	500.00	Per person/ day
(ii)	Absence of Security Supervisor	700.00	Per person/ day
(iii)	Absence of Unit-in-charge	1000.00	Per person/ day
(iv)	If found, not in proper Uniform & Shoes	500.00	per person/ incident
(v)	Any employed personnel found under influence of intoxicants/ drugs/ liquor	500.00	per person/ incident
(vi)	Misbehave/ misconduct with students/ employees of University by employed personnel	500.00	per person/ incident
(vii)	If found sleeping on duty	500.00	per person/ incident

(viii)	If found absent from post during shift duty without prior permission	500.00	per person/ incident
(ix)	Non-working/ Non-supply/ deficiency of walkies-takies, if not repaired/ replenished/ replaced within 02 days	100.00	Per day/ walkies- takies
(x)	Delay /Non-payment of wages in time i.e. within 07 days of every month	1000.00	Per day
(xi)	Less/ Non-payment of ESI/ EPF/ Bonus to any engaged personnel	5000.00	Per month

- (b) Additionally, the University may require the security services/ service provider to dismiss or remove and immediately replace the employed security personnel from the site of work, as per following service conditions, if: -
 - (i) He/ She observed to be incompetent to discharge the assigned duties.
 - (ii) His/ She misconducts with the university officials or students.
 - (iii) His/ Her services being not required by the university.
 - (iv) He/ She observed to be involved in activities which are considered as threat to the security of university.
 - (v) He/ She observed to be involved in any unlawful activities within the premises or outside of the university.
 - (vi) He/ She founded intoxicated.
 - (vii) He/ She observed in Security risk.
 - (viii) He/ She observed in incompetence.
 - (ix) He/ She founded in conflict of interest.
 - (x) He/ She founded breach of confidentiality.
 - (xi) Instruction/ direction received from University in writing or verbal order by competent authority.
- (c) If any security personnel employed by the security agency found to be involved in repeated offence (as mentioned above) twice or found involved in any of the two or more offences at a time, the total penalty will be double the above mentioned penalty amount. The concerned involved security personnel should be removed from service immediately and university may review the performance of the security agency for termination of contract.

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 for forfeiting security deposit 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 service provider to give a satisfactory reply in response thereto within the time allowed for filing reply.

- 35. The Service Provider shall be responsible for all the acts of the engaged security personnel and will be liable for penalties as decided/ promulgated by the University.
- 36. <u>Warning</u>: 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.

SECTION - VII

FORMATS

Format - I

CHECK LIST

(To be filled by the bidder and submit supporting documents along with the Technical Bid.)

All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

S. No.	Document details	Yes/ No	Page No. of Supporting documents
1	Signed copy of Tender documents		
2	Tender Fee		
3	EMD Declaration Form (Format VII)		
4	Valid MSME Certificate, if applicable		
5	Company/ Firm registration details		
6	Authorization details		
7	Registered branch office in Jharkhand. (Attached Copy of. Registration documents/ rent agreement/ property documents etc.)		
8	PAN No.		
9	GST No.		
10	Bank accounts details for NEFT payment		
11	EPFO		
12	ESIC		
13	Valid Registered license in Jharkhand under the PSARA Act, 2005 (Attach copy)		
14	Valid Registered License under Contract Labour Act (Attach copy)		
15	Attach copy of Work orders for satisfactorily completed at least three years experience of providing security services to Central/ State Government/ PSUs/ Nationalised Banks/ Autonomous bodies/ Reputed Organisations.		
16	Income Tax Return (Last three years)		
17	Certified copies of CA Audited Annual accounts of the last three years by comprising following :- (a) Balance sheet (b) Profit and loss Statement (c) Income and expenditure account		

18	Client list and work done list of the Security Services orders executed during the last three years.	
19	No. of years of experience in Security Services (Attach supporting documents)	
20	Acceptance of all terms / conditions towards after sales / services as mentioned in the bidding document.	
21	Declaration of Non-Black Listing of firm, No family member/ relative at CUJ and other terms & conditions on Non-Judicial paper (As per Format V).	
22	Signed Un-priced copy of Financial Bid (BOQ) with "Nil" written in Rate and amount Column.	
23	Attached a copy of Training Manual	
24	Signed copies of any other documents as mentioned in tender	
25	Any other supporting documents/ certificate/ information supplied by bidder	

<u>Note</u>: The tender shall be submitted online in two parts (Technical Bid and Financial Bid). The offers submitted by Post/ Fax/ email shall not be considered. No correspondence will be entertained in this matter.

(Signature of the Bidder with stamp of firm with Date)

TECHNICAL BID (A) GENERAL INFORMATION

SI. No.	Particular	Details
1	Name of the firm/ contractors/ agency	
2	Address of the firm/ contractors/ agency	
3	Address of Registered branch office in Jharkhand	
4	Mobile No.	
5	E-mail	
6	Registration Number and date of registration of company / cooperative / agency / SHG / Society, if any	
7	Year of Establishment	
8	Type of Organization: (Whether Proprietorship, Partnership, Private Ltd. Company or Co-operative body etc. In case the applicant is a non-individual, Certified copy of a Partnership deed/ Certificate of Incorporation/ Certificate of Registration issued by the Registrar of Cooperative Societies/ as the case should be enclosed)	
9	GST Registration no.	
10	PAN Card no.	
11	Bank Accounts Details	
12	EPFO Registration No.	
13	ESIC Registration No.	
14	Valid Registered security license in Jharkhand under the PSARA Act, 2005	
15	Valid Registered License under Contract Labour Act	
16	Annual Turnover (Rs. in Lakh) for last three Financial years.	FY 2017-18 Rs
17	Income Tax Return for last three Financial years	FY 2017-18 FY 2018-19 FY 2019-20
18	Performance certificates from previous clients with contact no. from 2017-18 to till date separately in respect of works.	
19	Have you satisfactorily completed at least three years experience of providing security services to Central/ State Government/ PSUs/ Nationalised Banks/ Autonomous bodies/ Reputed Organisations?	
20	No. of years of experience in Security Services	
21	Any other relevant information important in the opinion of the tenderer.	
22	Name and Mobile Number of senior executives, who can be contacted at any time.	

Note: Attach supporting documents for all the above mentioned details. Tenderer may use separate / additional sheet wherever required)

TECHNICAL BID (B) FINANCIAL INFORMATION

<u>Financial Analysis</u>: Furnished following financial details, duly supported by certified copy of audited balance sheet, profit & loss statement for the last three years : -

Financial Year	Annual Turn over	Profit / Loss	Remarks
FY 2017-18			
FY 2018-19			
FY 2019-20			
Gross Total			
Average Annual Turnover of three years			

(Signature of the bidder with stamp of firm with Date)

Details of certifying Charter Accountant		
Name:-		
Reg. No		
Membership No		
Address with Mobile no. and E-mail -		

Certified by Charter Accountant (ink signed with stamp)

TECHNICAL BID (C) DETAILS OF SIMILAR WORKS COMPLETED DURING LAST THREE (03) YEARS.

SI. No.	Name of the project and location	Name of the organization	Cost of work in Lakh	Date of Commence ment as per the contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration pending/ in progress with details *
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.				_		_	
9.							

*Indicate gross amount claimed and amount awarded by the Arbitrator

Notes: -

- 1. Submit the relevant supporting documents.
- 2. Please mention all works executed equal to or above the qualifying amount.
- 3. For stipulated date of completion, submit copy of work order.
- 4. For actual date of completion, submit copy of completion certificate from the purchaser.
- 5. Please clearly indicate the works (in the above form) on the basis of which pre-qualification is being sought.

(Signature of the Tenderer with stamp of firm with Date)

FINANCIAL BID / BOQ

Scope of work: Providing Security Services at Central University of Jharkhand, Ranchi.

1. Name and full address of the Agencies/Firms: (with Email Id & Tel./Mobile No.)

Part- A

Particulars	Statute	Statutory wages and deduction should be as per norms				
Daily wages rate	Not to be	As per minimum wages notified by Govt. of Jharkhand or in accordance with the directive of Ministry of Education/ UGC, revised from time to time.				
ESI EPF	quoted	As per the Government notifications and revised from time to time.				
Bonus						

Part-B

P	articulars	Rate	Ramarks
Service Charge	Percentage per security personnel	%	Security Agency has to quote Service charge in % of Daily wages as notified by the Government of Jharkhand or in accordance with the directive of Ministry of Education/UGC, revised from time to time.

<u>Note</u>: - Wages of Unit in charge, Supervisors and security guards will be fixed on the basis of Minimum Wages, as per the notification of the Government of Jharkhand *or in accordance with the directive of Ministry of Education/ UGC*, revised from time to time. Comparative chart will be prepared on the basis of Para <u>16</u> of GCC of tender document.

(Signature of the Tenderer with stamp of firm with Date)

NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT) - MANDATE FORM

(1)	Nam	e of Account holder:					
(2)	Bank	Name:					
(3)	Bank	Branch Address:					
(4)	Acco	Account Type: Savings/Current/Cash Credit/NRI					
(5)		unt No. k account number should be	e written from left to right)				
(6)	IFS C	Code:					
(7)	MICF	R Code. :					
(8)	Bank	Registered Mobile number:					
(9)	Bank	Registered E-Mail Id:					
Signa	ature of	f the Account holder	Date:				
<u>Encl</u>	osure:	=					
	(a)	Cancelled cheque leaf	Or				
	(b)	if cheque is not having the	e name of bank holder then Photo copy of the page				

of Bank pass book containing details of Bank accounts number, IFS code etc.

DECLARATION BY THE BIDDER

<u></u>	
(To be executed & attested by Pull Stamp paper of Rs. 100/- by the bidde	olic Notary / Executive Magistrate on Non-Judicial er)
I / We Propr	ietor of M/s
do hereby declare following, that : -	
	has not been blacklisted or ate Government or organization from taking part in
Government tenders in India.	
2. Neither myself nor any of my far Jharkhand.	mily members are employee of the Central University of
3. I/ We do accept all the terms at for Providing Security Services in Central	nd conditions of the tender documents towards "Tender al University of Jharkhand, Ranchi".
4. I/We have not involved any lit concerned and disputed amount.	gation, current or during the last five years, the parties
Visit/ Agitation/ Strike/ festivals and like lot of man days. It shall be ensured by exceed the allotted / sanctioned manday	alkies along with at least 30 nos. of additional batteries with

- 7. All services shall be performed by persons qualified and experienced in performing such services.
- 8. In any circumstances, I or our engaged security personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative /organisational matters as these are confidential / secret in nature.
- 9. In any circumstances, the engaged personnel by our agency shall not claim any benefit / compensation/ absorption /regularization of services from the University under the provisions of Industrial Disputes Act., 1947 and Contract Labour (Regulation & Abolition) Act, 1970.
- 10. I/We shall engage the appropriate qualified personnel as required by the University from time to time. The said personnel engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their wages every month as per the Minimum Wages Act, 1948, Contract Labour (Regulations & Abolition) Act, 1970, Payment of Wages Act, 1936 by the Seventh (07) day of the following month <u>without linking to payment to be received from the University</u>. In case of delayed payment, I/We are liable to pay the penalty as decided by the competent authority which shall be binding with us.
- 11. I/ We shall be wholly and exclusively responsible for payment of wages, EPF, ESIC, Bonus etc. to the persons engaged by it, in compliance of all the statutory obligations under all related legislations as applicable to it; from time to time including Minimum Wages Act, 1948, Employees Provident Fund Act, 1952, ESI Act, 1948, Contract Labour (Regulations & Abolition) Act, 1970, Private Security Agencies (Regulation) Act, 2005 etc., and CUJ shall not incur any liability for any

expenditure whatsoever on the persons employed by the service provider on account of any obligation.

- 12. I/We shall submit the certificate that the agency is operating in compliance of the provisions of the "Private Security Agencies (Regulation) Act, 2005".
- 13. I/We shall provide a substitute, well in advance, if there is any probability of a engaged security personnel leaving the job due to his /her own personal reasons. The security agency shall ensure of providing ESI cards to all the employed security personnel within one month of commencement work under this contract to enable them to avail of the entitled medical facilities.
- 14. I/We shall ensure that individual Bank Accounts of members are opened in their respective names and all payments shall be made through e-transfer only as per the minimum wages notifications issued by Govt. of Jharkhand from time to time. Payment in cash is totally prohibited.
- 15. I/We shall be available to contact at all times (24 X 07 Hrs a day) and message sent by WhatsApp, SMS, E-mail, Fax or any Special Messenger from University to the security agency/service provider shall be acknowledged immediately on receipt on the same day.
- 16. I/We shall not engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the firm/agency, on a specific request of the University, shall provide necessary information/ inspection of the relevant financial documents/information.
- 16. I/We will be sole responsibility of the security agency/ Service Provider to maintain/ open EPF/ ESI account and bank account of all serving/ newly joined security personnel. EPF/ ESI account and bank account of all newly joined security personnel has to be opened within one month of his/ her joining.
- 17. I/We shall replace immediately any of its personnel, if they are found to be unsuitable by the University because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving instructions from the University in writing or verbal.
- 18. I/We shall be responsible for all the acts of the engaged security personnel and will be liable for penalties as decided/ promulgated by the University.
- 19. I/We shall enter into an **Agreement** with the University on **Non-Judicial Stamp Paper of Rs.100/-** (Rupees One hundred only) **within 21 days of the issue of letter of Award**. Non-fulfilment of this condition of executing an agreement/ contract document by the contractor would constitute sufficient ground for annulment of the award of the contract and forfeiture of Bid Security Declaration.
- 20. I/We shall ensure adherence to following relevant acts/ laws including (as amended time to time): -
 - (a) The Contract Labour (Regulations & Abolition) Act, 1970
 - (b) The Payment of Wages Act, 1936
 - (c) The Workmen Compensation Act, 1923
 - (d) Minimum Wages Act, 1948
 - (e) ESI Act 1948
 - (f) The Employee's Provident Fund and Miscellaneous Provisions Act, 1952
 - (g) The Private Security Agencies (Regulation) Act, 2005

- (h) The Industrial Disputes Act, 1947
- (j) The Payment of Bonus Act, 1965
- (k) The Payment of Gratuity Act, 1972
- (I) The Equal Remuneration Act, 1976
- (m) The inter-State Migration Workmen (Regulation of Employment and Conditions of Services) Act, 1979
- 21. The information furnished in the Technical bid is true, complete and correct to the best of my knowledge and belief, I undertake that in the event of any information being found fake or false at any stage, my tender shall be liable to be cancelled / terminated without any notice or compensation in lieu thereof shall be given.
- 22. In case the above information found false, I / We are fully aware that the tender/ contract will be rejected / cancelled by the Central University of Jharkhand, Bid Security / Performance Security shall be forfeited and will be debarred from any future tendering process. Pay the penalty as fixed by the University in addition to forfeiture of the performance guarantee for causing administrative inconvenience to the University. The University may also initiate the process of blacklisting our firm/agency for the breach of contract. In addition to the above, Central University of Jharkhand, will not be responsible to pay the bills for any completed / partially completed work.

	Deponent
Witness:-	
1	
2	
Name	
Address	
Attested:	
(Public Notary / Executive Magistrate)	

FORMAT OF BANK GUARANTEE FORM

- This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, authorized by RBI to issue a Bank Guarantee.
- This bank guarantee should be furnished on stamp paper of Rs. 100/-
- The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.
- In the case of foreign bidder, the B.G may be furnished by an international reputed bank acceptable to the Purchaser countersigned by any Nationalized / Scheduled Bank in India authorized by Reserve Bank of India.

PERFORMANCE BANK GUARANTEE
1. Whereas M/s, having its registered office athereinafter called "the service provider" for the, in consideration of the Central University of Jharkhand, Ranchi (hereinafter called "CUJ") P.O. No. CUJ /
We
3. We undertake to pay to the CUJ any money so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid and discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the CUJ under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Registrar on behalf of the CUJ certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said and accordingly discharges this guarantee.
5. We, the
6. This guarantee will not be discharged due to change in the constitution of the bank or the supplier.
7. We, the Bank lastly undertakes not to revoke this guarantee except with the previous consent of the CUJ in writing.

anythin	This guarantee shall be valid upto unless extended on demand by CUJ. Notwithstanding g mentioned above, our liability against this guarantee is restricted to Rsonly).
Notwith	standing anything contained herein
	Our liability under this bank guarantee shall not exceed RsRupees
2.	Bank guarantee shall be valid up to
3. if you s	We are liable to pay the guaranteed amount or part thereof under this bank guarantee only and only erve upon us a written claim or demand on or before
Dated:	Signature & Seal of the Bank

Note: The above format contains specific clauses and expressions. These clauses and expressions can vary depending upon the nature / type of agreement and situation. Basic aspect to be kept in mind is that interest of CUJ is fully protected.

Bid Securing Declaration Form

(Letter head of Firm/ Agency)

Date .		Tender No
Centra Cheri-	Registrar al University of Jharkhand - Manatu, Kanke ni – 835 222	
We, th	ne undersigned, declare that:	
to bic		(herein referred as bidder) understand that, according d with a Bid Securing Declaration, bidder render the
Centra startin	al University of Jharkhand (herei	from being eligible for bidding in any contract with the referred as Purchaser) for the period of one year, if bidder are in breach of any of the following obligation(s)
(i) (ii) (iii)	If bidder withdraws the bid propo	e work as per the award letter for undertaking the job, or osal during the validity period as state in documents, or of the order within the stipulated time after issue of the
(iv) (v)	The successful bidder fails to fu on receipt of notification of award If the Bidder fails to sign the Cor	urnish the required Performance Security within 15 days dof work order from the University, or htract/ Agreement within 21 days on receipt of notification
(vi)		University, or ender or impairs or derogates from the ne period of validity of the tender.
receip		shall expire, if Bidder is not the successful bidder and on award to another Bidder; or 45 days after the validity of the
	(Signature) Authorized Signato	ry Name :
	Des	signation:
		fice Seal :
		Place :
		Data

Technical Specification of Walkie-Takie (Radio Set)

S.No.	Particular	Specification	Remarks			
1.	Range	From 10 km to 15 km				
2.	Battery	Rechargeable battery (lithium-ion) with backup 6 to 8 hours (min.) (3200 MhA)				
3.	Display	LCD with backlit				
4.	Environment	-2.5°C to 50°C and set shall be Water resistant				
5.	Quantity (per set)	30 radios- set with charger				
6.	Inspection	Inspection shall be in two stages, firstly at before dispatch and secondly, physical verification on receipt of walkie-talkie.				
7.	Following featu	ıres be provided:-				
	i. Auto p	ower saving mode.				
	• •	d lock or password protection.				
	iii. Low battery alarm/notification.					
	iv. Other supporting accessories which required for hassle free communication radio set.					

Annexure II

Format

Bank Transaction Details of Security Personnel

SI. No.	Name of Security	Account No.	IFSC Code	Amount Transfer	Bank	Remarks/
	Personnel			from Agency	Transaction	Signature of
					ref. no.	security
						personnel

Signature and stamp of Bank

iwoZo`Rr dk QesZV @ FORMAT-RESUME (for engaged employees)

11. 12. 13. 14.	otu @Weight Hkk"kk Kku @Langua nwjHkk"k la-@Contac b&esy @Email irk @Address	ksbZ gks½ *, if applicable y rital Status age Known ct No. (Mobile)				Lo;a vfHkizekf.k r QksVks @Self Attested Photo
15.	<u>'kS{kf.kd ;ksX;rk @ E</u> ijh{kk @	Educational Qualification cksMZ @ fo'ofo ky;		Js.kh @Division	izfr'kr @Per	rcentage.
	Examination	Board/University	O NZ @ Teur	OO.MIT @DIVISION	1211 KI @1 CI	centage
-					+	
17. 18. 19.	rduhdh ;ksX;rk] ;fn dh Technical Qualification dk;Z vuqHko @Work vk/kkj la-@Aadhar No iSu dkMZ la- @PAN cSad [kkrk la- @Banl (izek.k layXu @*Atta	n, if available* cing Experience* o*. Card No*. k A/c No*. ach Proof)	:			
a)	Opuca/k @ undertaking eSa					
b)	operational process, technical know-how, security arrangements and administrative/organizational matters as these are confidential / secret in nature, in any circumstances to any person.					
c)	eSa					
	LFkku @ Place % fnukad @ Date %					② Signature
		(On Co	mpany Letter I	Head)		
		(3.1.33	,	,		

Employee's/ Employer's EPF/ ESIC contribution details at CUJ, Ranchi.

SI.	Name of Catego	ry No. of	Total	EPF Details	ESIC Details	Employee	
-----	----------------	-----------	-------	-------------	--------------	----------	--

No.	employees	(Semi- Skilled/ Skilled/ Highly Skilled)	working days	Wages							Signature
					EPF No.	Employee's Contribution	Employer's Contribution	ESIC No.	Employee's Contribution	Employer's Contribution	- J

<u>Undertaking:</u> - New Employees, whose contribution has been received from CUJ but could not be remitted to the account of individual employees due to non-availability of selected documents, will be deposited by next month positively.

Signature of the Company