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| <p>Cost of the tender Document: Rs. 500/- (Rupees Five Hundred only)</p> |
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CENTRAL UNIVERSITY OF KASHMIR

Transit Campus: Sonwar, Near GB Pant Hospital, Srinagar – 190 004 (J&K)

Phone: 0194-2468354, 2468357, Website www.cukashmir.ac.in

Tender No.: CUKmr/SS/13/01

Dated: 30.05.2013

1. Name of the Security Agency:.....

2. Address with telephone No. :.....

.....

3. Earnest Money Deposit (EMD)

(to be deposited along with the tender document)

a) Bank Draft No.....

b) Date.....

c) for Rs.....

d) Drawn on

4. Cost of tender paper:

(to be deposited in case of downloaded tender document)

a) Bank Draft No.....

b) Date.....

c) for Rs.....

d) Drawn on

Seal & Signature of the tenderer

Tender Notice for Hiring of Private Security Agency

Sealed tenders under two bid system are invited from reputed and Govt registered Private Security Agencies (PSAs) for providing security services to the University. Application form and the detailed notification can be had from the Transit Campus of the University – Sonwar, Near GP Pant Hospital, Srinagar – 190 004 (J&K) on payment of Rs 500/ or can be downloaded from the University website: www.cukashmir.ac.in. The downloaded applications should be accompanied by a DD of Rs 500/. Interested parties may submit their applications along with a D.D of Rs.5000/ (EMD) drawn from any nationalized bank favoring Central University of Kashmir payable at Srinagar (J&K) in sealed envelopes by or before 01.07.2013 (05:00 pm). The technical bids will be opened on 02.07.2013 at 02:00 pm. Those bidders who wish to attend the same may do so as per their own convenience.

Tender No.: CUKmr/SA/13/01
Dated: 30.05.2013

REGISTRAR

ELIGIBILITY CRITERIA

The applying PSA shall possess the following for consideration of their offer:

1. License under Contract Labour Act.
2. License under Private Security Agencies (Regulation) Act, if applicable
3. Permanent Account Number issued by the Income Tax Department.
4. Service Tax Registration Number
5. Registration under ESI Act & EPF Act
6. 3 year's experience in having offered the security to an organization (*Work completion certificate issued by the client to be attached with the bid*).

Documentary proof of above must be furnished with the tender document. Absence of any of the above will render the agency in-eligible for the bidding.

TERMS & CONDITIONS

1. As per two bid system, PSAs are required to submit their bids separately in two parts (Part A & Part B), clearly indicating the Tender No. & type of Quotation. Firms not adhering to this procedure will not be considered for further processing of their proposals.
2. Part A (Technical Bid) should contain
 - a. Covering letter,
 - b. PSA's profile on the prescribed format,
 - c. Application fee & EMD
 - d. Copies of License under Contract Labour Act & License under Private Security Agencies (Regulation) Act, if applicable
 - e. Copies of PAN card, Service Tax, ESI Act & EPF Act Registration
 - f. Work completion certificates issued by the client/s.
3. The consolidated rate of wages for security arrangement per person per month shall be entered in the prescribed format given in the Part B (Financial Bid) of the tender document.
4. The Technical Bid (Part A) will be opened at 02:00 pm on 02.07.2013 at the office of the University by a **Tender Opening and Evaluation Committee** constituted for this purpose in the presence of tenderers and /or their authorized representative who may like to be present on specified date and time.
5. Financial bids of only those tenderers shall be opened, whose Technical Bid is found to be as per the requirements of the University.
6. Even though the bidders are fulfilling the eligibility criteria, they are subject to be disqualified if they have:

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- a. Made misleading or false representation in the form, statement & attachments submitted or
 - b. Record of poor performance, litigation history or financial failures or
 - c. Found to have been blacklisted by any other institution.
7. In case, two or more than two bidders have quoted lowest for different categories of staff, the University reserves the right to enter into negotiations with the bidder, declared suitable for the purpose by the University.
 8. The tenderer must quote the EPF & ESI as per the prevalent rates as prescribed by the Govt.
 9. In case the basic salary or EPF or ESI (mentioned in the Financial Bid) is quoted lower than the rates of minimum wages or prescribed rates, the bid shall be summarily rejected.
 10. If price bid is not quoted as per the prescribed format, the bid may be liable to be rejected or the **Tender Opening and Evaluation Committee** may make its own judgment regarding the total monthly cost of the financial bid.
 11. TDS as applicable shall be deducted by the University at source from the bill raised by the agency and will be deposited with the Govt. Since, the deduction on this count is to be borne by the agency, the amount should be taken into consideration by the bidder while submitting the bid.
 12. The bid must be valid for a period of 90 days from the last date of submission of the tenders. Beyond this period, the validity of bid may be extended by the mutual agreement of the bidder & the University.
 13. The University will hire the services of a duly licensed Security Agency registered with the appropriate Government Agency to provide Security which shall include the services of Security Guards on payment of a consolidated amount on monthly basis which should not be less than prevalent rates of minimum wages as notified by the concerned Govt authority. All other liabilities as per the existing laws will be borne by the concerned Security Agency without any liabilities on the University.
 14. The successful tenderer shall make the payment to its employees not less than the prevalent rates of minimum wages as notified by concerned Govt authority.
 15. Quotations received late, improperly sealed, or with incomplete marking or with overwriting/corrections in the quotation document are liable to be rejected.
 16. Downloaded forms should be accompanied with a DD of Rs 500/ drawn from any nationalized bank favoring Central University of Kashmir payable at Srinagar (J&K) as cost of tender document. This DD should not be merged with the EMD.
 17. The bidder should provide an EMD of Rs. 5000 (Rupees five thousand) with the quotation by way of Demand Draft drawn from any nationalized bank favoring Central University of Kashmir payable at Srinagar (J&K). The offers without EMD shall be rejected. EMD will be returned to all the participating firms after finalization of the tender process. EMD instrument is to be enclosed with Technical bid (Part A) only.
 18. The selected agency will be required to enter into an Agreement with University by submitting an instrument of Agreement on a non-judicial stamp paper of Rs. 100/. Necessary clauses mentioned in this NIT shall be incorporated in the said agreement.
 19. As per GFR 2005, the successful tenderer shall have to deposit a specific amount as Security Deposit as Performance Security in the form of Bank Draft of a Nationalized Bank in favour of Central University of Kashmir payable at Srinagar (J&K) within 15 days after the acceptance letter is received by the successful bidder/Agency otherwise the award/acceptance letter will be treated as cancelled. The said amount will be refunded without any interest after the successful performance of the concerned firm. However, in case of unsatisfactory service provided by the agency, the Performance Security will be forfeited.
 20. The contract can be terminated by the University or the Security agency by giving three month's advance notice to the other party.

Seal & Signature of the tenderer

21. A list of the employees, engaged by the Agency/Contractor, shall be provided to the University at the time of taking over the Security duties. Any future change in the list shall be communicated immediately to the University.
22. The University reserves the right to increase or decrease the Security staff deployed by the agency as per the need, without assigning any reason.
23. The Security staff shall be issued with nameplates which they shall wear while on duty.
24. The agency shall be responsible for the conduct and behavior of its employees.
25. In the event of any loss to the University on account of negligence of agency/contractor's employees, the agency/contractor shall make good the loss sustained by the University either by replacement, or by payment of adequate compensation as decided by the University.
26. The agency/contractor shall provide sufficient set of neat & clean uniforms of specific color to its employees who shall wear the same during duty/working hours.
27. The contractor will issue identity cards to their staff clearly indicating the place of deployment, failing which no entry will be allowed inside the office. This will be provided by the tenderer/contractor at their own cost.
28. The security guards employed by the agency/contractor shall be of between the age of 18 & 65 years above with good character & sound health.
29. The agency/contractor shall be responsible to the Registrar and/or to an Officer authorized by the University for the execution of day-to-day security work.
30. The instructions/orders issued by the University from time to time shall also be followed by the tenderer/contractor and his employees.
31. The University shall not be responsible for the payment of the wages or any other allowances to the staff/employees engaged by the tenderer. The agency shall follow all rules, regulations and directions as regards welfare of Labour issued by the appropriate Government Agency from time to time.
32. The University shall not be responsible for any compensation which may be required to be paid to the worker(s) of the agency consequent upon any injury/mishap.
33. Initially the Security Agency selected, will be awarded contract for a period of two years. Thereafter, the same shall be renewable on year to year basis depending on the mutual agreement of the University and the agency with such modifications as may be felt necessary.
34. The payment of the contract shall be made on monthly basis. The payment will be released in every successive months for which agency will have to forward the bill in duplicate duly pre-receipted to the University.
35. The University shall deduct Income Tax, surcharges and Education cess if any at source under section 194-C of the Income Tax Act 1961 from the contractor at the prevalent rates of such sum as income tax.
36. The Service Tax as imposed by the Govt. or as levied from time to time will be remitted/paid by the University directly to the concerned Govt department against the Service Tax Registration Number provided by the selected agency.
37. The successful tenderer/contractor shall have to provide security guards as per the agreement made with the University. The same shall be monitored by the University and if the strength is found less, the proportionate recovery will be made.
38. The University reserves the right to reject any or all Bids/Offer without assigning any reason or cancel the process at anytime.
39. The whole tender document shall be submitted back by the agency in original with seal and signature on every page expressing their acceptance of terms and conditions. However, bidders may keep a photocopy of the same for their own records.
40. The Agency must attach a list of universities/institutions/departments to which they have provided security in the last three years along with valid proof.
41. The selected agency shall be required to provide the security at different locations as decided by the University from time to time.

42. The University reserves the right to have a panel made out of the tenders submitted and in case the agency selected fails to do the job successfully or leaves the job in middle of the contract period, or decline to accept the award due to some reason, the next agency will be offered the job. However the validity of the panel will be for the period of the contract awarded to the first panelist and in case the second in the panel is offered the job the time-span for this will be the remaining period of the first awardee of the contract. In case the successful bidder decline to accept the award or to provide the security services, the EMD deposited by him shall be forfeited and may also be black listed.
43. The rates/charges for security personnel shall be revised suitably as and when there is an increase in the minimum wages or the ESI/EPF rates by the Govt during the validity of contract effective from date so notified. Escalation on this count will be borne by the University.
44. Once the bidder submits the tender, it would be presumed to have understood and accepted all the terms and conditions given in NIT. No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the tender.
45. The Contractor shall not engage any sub-contractor or transfer the contract to any other person or agency in any manner.
46. The University will have unfettered right to inspect the premises, process of security at any time & the agency will cooperate with the authorities.
47. The University will not provide any medical facility and residential accommodation to the security personnel of the Contractor.
48. In case of exceptional cases, the University at its discretion may relax any of the eligibility condition prescribed in this NIT.
49. In case of any dispute arising out of this agreement, the same shall be resolved initially by mutual discussion between the parties with in a period of 60 days failing which appropriate courts at Srinagar will have the jurisdiction to adjudicate upon the matter.

DUTIES & RESPONSIBILITIES OF THE SECURITY AGENCY

1. The Agency shall, wherever applicable, comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Employer's Liabukutt Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act, 1947 and Contractor's Labour (Regulations and Abolition Act) 1970, Private Security Agencies (Regulation) Act, 2005 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
2. The agency shall be responsible for all Security measures and arrangements to safeguard both movable and immovable properties of the University. For this purpose it has to perform both mobile and static duties which include guarding of movable and immovable properties and managing entry and exit points.
3. The agency will indemnify the property of the University for theft, loss, pilferage and fire from the areas entrusted to its control and shall be responsible for all such losses.
4. Working hours of the security guards should normally be 8 hours. All quotes are to be submitted on 8 hour roster.
5. Payment of salary and arrears etc to the security guards engaged by the agency to perform the duties at the University shall be made by the agency through Account Payee Cheque only giving details of contribution/deduction regarding ESI, EPF, etc
6. The selected agency shall have to provide the proof of deposit of ESIC, EPF to the individual account of the staff deployed each month and also to submit copy of annual return giving complete list with all the details of individual EPF contribution with their EPF number. EPF passbooks should also be provided to the individual security guards.
7. The agency shall make its own arrangements for the stay of their staff deployed in the University. No residential accommodation will be provided by the University.

8. The agency shall provide the services of trained Security Guards, who shall observe discipline, decency, decorum and the code of conduct and mannerism befitting of Security personnel.
9. The agency should deploy only those Security Guards whose antecedents have been verified by them through the concerned police station.
10. The Security staff shall be available all the time at the place of their duties as per roster and shall not leave the place of duty without prior permission.
11. The agency shall provide clothing to its staff as per the requirement of the season – winter & summer. Sufficient arrangements should be made regarding woolen over coats, gloves, boots & sweaters in the winters.
12. The agency shall be responsible to provide immediate replacement in place of any Guards or who is not available for duty, for any reason whatsoever.
13. The agency shall make arrangements for any additional staff as may be required by the University for which prior information shall be provided.
14. The University shall have the right to ask for replacement of any person without assigning any reason whatsoever and the substitute shall have to be provided by the contractor immediately.
15. Security Guards should not entertain staff of University/relatives/friends while on duty. No one except the Guards should man the post.
16. The agency shall carry out such other duties as may be entrusted to them from time to time in regard to Security.
17. Monthly training programs to the deployed staff should be ensured by the agency.
18. Leaves/Weekly Offs to the staff engaged shall be as per the prevalent norms. However, against such Leaves/ Weekly Offs, the agency shall provide alternative staff without any extra costs.
19. The agency will ensure that the University's land, buildings etc. are not encroached upon/occupied by unauthorized persons.
20. The agency will maintain a Register at entry and exit points of the University and at those places wherever required, and will enter the name of the visitor with his full address.
21. The security will be 24x7 a week, with proper shifts including on holidays and vacations.
22. The agency shall be responsible for equipping the guards with torches & other necessary communication & frisking devices. They should also be trained to regulate & monitor traffic movement in the premises.

No.: CUKmr/SA/13/01

Date: 30.05.2013

REGISTRAR

BIDDER'S PROFILE

(PART –A)

- 1. Name of the bidder/firm/agency
- 2. Name of the authorized signatory (whose photograph is affixed)
Mr/Ms/Mrs
- 3. Permanent address of the agency.....
.....
- Tel. No. (with STD Code) (O) (Fax)
(R) (Mobile)
- 4. Registration & incorporation particulars of the firm.
6.1 Proprietorship
6.2 Partnership
6.3 Private Limited
6.4 Public Limited
(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law).
- 5. Name proprietor/partners/directors
- 6. Bidders bank, its address and his current account number.....
.....
- 7. Permanent Account Number, Income Tax Circle/Ward.....
- 8. Service Tax Registration No.....
- 9. License No. under Contract Labour Act.....
- 10. License under Private Security Agencies (Regulation) Act
- 11. ESI No..... 12. EPF No.....

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| Passport size photograph of the tenderer/authorised signatory holding power of attorney |
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Note: Documentary proof to be attached for the entries at Serial No. 7,8, 9, 10 & 11

I/We hereby declare that the information furnished above is true and correct. At any stage if the above information is found incorrect, University may cancel my/our empanelment.

Name and sign of the authorized person
of the firm along with seal

Place:
Date:

Seal & Signature of the tenderer

**CHECK LIST OF ATTESTED COPIES OF DOCUMENTS TO BE ATTACHED WITH THE
TECHNICAL BID**

- | | | |
|----|--|----------|
| 1. | DGR/Govt registration | Yes / No |
| 2. | PAN Number | Yes / No |
| 3. | Provident Fund Account Number issued by The competent authority | Yes / No |
| 4. | ESI Registration No. issued by the Competent Authority | Yes / No |
| 5. | Contract license issued by the Labour Commissioner Under Contract Labour Act. | Yes / No |
| 6. | Bank Draft (EMD) | Yes / No |
| 7. | License under Private Security Agencies (Regulation) Act | Yes / No |
| 8. | Service Tax No. | Yes / No |
| 9. | Signature of Tenderer | _____ |

**PROFORMA FOR FINANCIAL BID
(PART –B)**

Name of the Agency:.....

Tel Nos.....

Consolidated Rate of wages for Security arrangement per person/per month

| S.No | Head | Security Guard (Un-armed) | Security Guard (Armed) |
|------|--|------------------------------|---------------------------|
| 1 | Basic Minimum Wages | | |
| 2 | E.S.I (Employers Share) | | |
| 3 | E.P.F (Employers Share) | | |
| 4 | Bonus | | |
| 5 | Weekly OFF charges | | |
| 6 | Salary cost in lieu of gazetted/national holidays or paid leave | | |
| 7 | Uniform & Washing allowance | | |
| 8 | Other charges, if any | | |
| 9 | Total (per person/month) <i>Quoted amount is all inclusive except for the Service Tax, which will be borne by the University.</i> | | |

Declaration:

It is certified that the information furnished above is correct. We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same. The signatory to this bid is authorized to sign such bids on behalf of the organization.

Place:.....

Signature:.....

Date:.....

Name:.....

Designation:.....

XXXXXXXX.....XXXXX.....XXXXXXXXXX

Seal & Signature of the tenderer