



## **CENTRAL UNIVERSITY OF RAJASTHAN (CURAJ)**

(Established under Central Universities Act, 2009)

NH-08, Bandarsindri, Kishangarh, Ajmer (Rajasthan) - 305817

Tel: 01463-238723, 238755, Fax: 01463-238722, Website: www.curaj.ac.in

### **NOTICE INVITING TENDER**

- I. **ABOUT UNIVERSITY:** The Central University of Rajasthan (CURAJ) has been established by an Act of Parliament (Act No. 25 of 2009, The Gazette of India, No. 27, published on 20th March, 2009 as a new Central University, and is fully funded by the Government of India. University is functioning from its campus spread over 518+ acres of land. Presently, this University is offering 23 PG programmes, 21 Ph.D. programmes, 10 Integrated (UG+PG) programmes and 4 Integrated M.Sc. B.Ed. Programmes. About 2000 students and staff are currently residing in the campus.

**Location:** The University campus is situated at Bandarsindri about 20 Kms distance from Kishangarh, 46 Kms from Ajmer, 85 Kms from Jaipur while going from Jaipur to Ajmer and about a Kilometer from the highway (NH-8).

Name of the work/services: **“Providing Security Services for Central University of Rajasthan”**  
 Open Tender enquiry No: CURAJ/ R/F.93/2017/2976 dated 17.10.2017  
 Tender Fee: **Rs. 1,000.00**

II. **THE BID DOCUMENT:**

1. a. Tenders are invited from well established, reputed and experienced agencies for providing security services at Central University of Rajasthan, NH-08, Bandarsindri, Kishangarh, Ajmer Rajasthan – 305817, strictly as per the Terms and Conditions notified in this tender document available at the official website www.curaj.ac.in of Central University of Rajasthan. The tender documents either can be downloaded from the website or can be had from the office of the Registrar, CURAJ on payment of prescribed tender fee. If the tender documents are downloaded, prescribed tender fee shall be in the form of demand draft, drawn in favor of “Central University of Rajasthan”, payable at Kishangarh and should be placed along with Technical Bid. The bidder must read the prescribed terms and conditions carefully before submitting the bids with supporting documents.
- b. There shall be integrity pact to be signed by both the party as CVC guideline.

2. **Schedule for invitation of tender:**

|    |  |   |   |
|----|--|---|---|
| a. | Tender Document Uploading on website   | : | 17 <sup>th</sup> October, 2017                  |
| b. | Pre Bid Meeting                        | : | 24 <sup>th</sup> October, 2017 at 2:30 P.M.     |
| c. | Last date and time for receipt of bids | : | 08 <sup>th</sup> November, 2017 up to 2:00 P.M. |
| d. | Technical Bid Opening Date and time    | : | 08 <sup>th</sup> November, 2017 at 3:00 P.M.    |

3. **Tender Documents :**

3.1 Contents of Tender Documents.

The Tender Invitation Document has been prepared for the purpose of inviting tenders for **Providing Security Services for Central University of Rajasthan**. The Tender document comprises of:

- I. About University
- II. The Bid Document
- III. Requirement for submitting the Tender
- IV. Technical Bid
- V. Price Bid
- VI. Terms & Conditions
- VII. General Terms & Conditions



## ***Tender for Providing Security Services for Central University of Rajasthan***

- VIII. Penalty Clauses
- IX. Settlement of Disputes
- X. Key Performance Parameters
- XI. Functions and Role of Security Agency in CURAJ (Scope of Work in brief)
- XII. Requirement of CURAJ
- XIII. Commitments by CURAJ
- XIV. Supervision & Quality Control
- XV. Liabilities of Service Provider
- XVI. Payment Terms
- XVII. Force Majeure
- XVIII. Risk Purchase
- XIX. Jurisdiction
- XX. Arbitration
- XXI. Notices
- XXII. Termination
- XXIII. Exclusive Right of the Central University of Rajasthan

- **The contents listed from VI to XIII form part of the Agreement to be signed within 21 days from the date of issue of LOI/Work Order.**

### **ANNEXURES:**

- i. Tender form for providing security services(Annexure-I)
  - ii. Details of Bid Security/ (EMD Deposit) (Annexure-II)
  - iii. Income Tax Return & PAN Number/ST Registration (Annexure-III)
  - iv. Undertaking – Years of Experience (Annexure-IV)
  - v. Undertaking on Non-Judicial Stamp Paper of Rupees 50/- (Annexure-V)
  - vi. List of Present clients (Annexure-VI)
  - vii. Security designations in CURAJ (Annexure-VII)
  - viii. Cost Breakup/Price Bid Proforma (Annexure-VIII)
  - ix. Integrity pact agreement (Annexure-IX)
- 3.2 The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of the bid.
- 3.3 The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.
- 3.4 The bidder shall check the pages of all documents and in case of any discrepancy or missing pages, the bidder shall inform the Registrar, CURAJ, for redressal, on or before the date of Pre Bid Meeting as stated above.
- 3.5 In case the bidder is not clear about the meaning of anything contained in the Tender document, they shall seek clarification from CURAJ during Pre bid meeting. Any such clarification, together with all details on which clarification had been sought, if found relevant will be factored and notified on the website of the University. All such notification shall be considered as part of the tender document. All communications between the bidder and CURAJ shall be carried out in writing.
- 3.6 Except for any such notification/written clarification issued by the Office of the Registrar of the CURAJ, no other communication, presentation or explanation by any employee of CURAJ shall be taken to bind or fetter CURAJ under the contract.



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### **4.1 Language**

All Bidders must submit the certificates and other accompanied documents either in Hindi or English. In case the certificates and such documents are in any other language, they shall be accompanied by the translated English version. The English version shall prevail in matters of interpretation.

### **4.2 Documents Comprising the Bid**

Tender document issued for the purposes of tendering are described in Clause 3.1 and any amendments issued subsequently, shall be deemed as incorporated in the document, forming part of it.

4.3 The bidder shall, on or before the last date of submission given in the Notice Inviting Tender, submit his bid in sealed envelopes clearly marked as **"Providing Security Services for Central University of Rajasthan"**.

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

4.5 The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of **Rupees Two Lakh Only** in the form of an Account Payee DD from a commercial bank, in favor of "Central University of Rajasthan", payable at Kishangarh along with the Tender document.

4.6 The Bid document shall be addressed to The Registrar, Central University of Rajasthan, NH-8, Bandarsindri, District-Ajmer, Rajasthan-305817 and sent by speed post so as to reach the office before the date and time as mentioned above. The Bid document can also be placed in the Tender Box available for this purpose in the Office of the Registrar.

## **5 BID PRICES:**

5.1 Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations as may be required for **"Providing Security Services for Central University of Rajasthan"**.

5.2 The rates and prices quoted by the Bidder shall **be exclusive** of Service Tax. The Service Tax, if payable, will be as per actuals.

5.3 The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

5.4 Conditional bids/ offers will be summarily rejected.

## **6. BID DOCUMENT:**

6.1 The bid document shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. The signatory shall attach appropriate authorization document to that effect.

## **7. CURRENCIES OF BID AND PAYMENT:**

7.1 The Bidder shall submit his price bid/offer in Indian Rupees only and payment under this contract will be in Indian Rupees.

## **8. DURATION OF CONTRACT:**

8.1 The contract will initially be for two years and CURAJ reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions.

## **9. BID SECURITY:**

9.1 The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of **Rupees Two Lakh Only** in the form of an Account Payee DD from a commercial bank, in favor of "Central University of Rajasthan", payable at Kishangarh along with the Tender document.

9.2 Bid securities of the unsuccessful bidders will be returned to them after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract.

9.3 Bid security of the successful bidder shall be returned on receipt of Performance Security in CURAJ and after signing the contract agreement.



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9.4 Bid Security shall be forfeited if the bidder withdraws his bid during the period of its validity.

### **10. FORMAT AND SIGNING OF BID DOCUMENT:**

- 10.1 The bidder shall submit one copy of the Tender document and addendum, if any, thereto, with each page of the said document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.
- 10.2 The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.
- 10.3 The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by CURAJ. Should there be a need for corrections by the bidder, such corrections shall be initialed/signed and dated by the person or persons signing the bid.

### **11 SUBMISSION OF BIDS:**

- 11.1 The bidder shall submit the Technical Bid and Financial Bids in separate sealed covers, clearly super-scribing **“Technical bid for Providing Security Services for Central University of Rajasthan”, and “Financial Bid for Providing Security Services for Central University of Rajasthan” respectively. These two sealed covers shall be put in another cover which should also be sealed, signed and duly super-scribed “Tender for Providing Security Services for Central University of Rajasthan”.**
- 11.2 The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bid Document.

### **ADDRESS OF CURAJ:**

The Registrar,  
Central University of Rajasthan  
NH-08, Bandarsindri, Kishangarh,  
Ajmer (Rajasthan) – 305817

### **12. Late and Delayed Tenders:**

- 12.1 Bids must be received in CURAJ at the address specified above but not later than the date and time stipulated in the NIT (Notice Inviting Tender). CURAJ may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of CURAJ and the Bidder will be the same.
- 12.2 Any bid received by CURAJ after the specified date & time for submission of bids, as stipulated in this tender document, shall not be considered and will be returned unopened to the bidder.

### **13 Bid Opening and Evaluation:**

- 13.1 The authorized representatives of CURAJ will open the Technical Bids in the presence of the Bidders or their representatives who choose to attend, at the appointed place and time.
- 13.2 In case the date of opening of tenders is a declared holiday for unforeseen reasons, the tenders shall be opened on the next working day at the same time.
- 13.3 The bid which does not comply with one or more of the conditions prescribed in the terms and conditions, will be summarily rejected.
- 13.5 Subsequently, the selected technical bids will be evaluated as per the methodology given in the Annexure-IV of the Tender document.
- 13.6 Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders who choose to attend the meeting for financial bid opening. The date and time for opening of the financial bids shall be informed to bidders shortlisted after evaluation of the technical bids.



**14 Right to accept any Bid and to reject any or all Bids:**

- 14.1 CURAJ is not bound to accept the lowest or any bid and may at any time terminate the tendering process by notifying on the web site of CURAJ.
- 14.2 CURAJ may terminate the contract, if it is found that the bidder was black listed on previous occasions by any of the Departments / Universities / Institutions /Public Sector Undertakings etc. of Central/State Government.
- 14.3 CURAJ may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement within twenty one days from the date of the award of the work.

**15 Award of Contract:**

- 15.1 CURAJ will award the contract to the successful bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract as per the terms and conditions incorporated in the bidding document.
- 15.2 CURAJ will communicate the successful bidder by email confirmed by letter transmitted by Speed Post / Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Intent"/"Work Order") shall prescribe the amount which CURAJ will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- 15.3 The successful bidder will be required to execute an agreement in the form specified in Annexure-IX within a period of 21 days from the date of issue of Letter of Intent/Work Order.
- 15.4 The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of 'Letter of Intent' / "Work Order" for an amount equivalent to 5% of the value of the contract for one year. The Performance Security shall be in the form of an Account Payee DD, Fixed Deposit Receipt or Bank Guarantee as proforma at Annexure-X; from a commercial bank, in favor of "Central University of Rajasthan". The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.
- 15.5 Failure of the successful bidder to comply with the requirements of above clauses shall constitute a sufficient ground for the annulment of the award and forfeiture of Bid Security.

**III. REQUIREMENTS FOR SUBMITTING THE TENDER:** The following documents along-with supporting certificates must be submitted so as to reach the Office of the Registrar, Central University of Rajasthan, Bandarsindri, Kishangarh, Rajasthan - 305817, on or before the last date and time of the closing of the tender:

- i. Covering letter indicating the list of enclosures.
- ii. Bid Security (EMD) in original
- iii. Pre-receipted acknowledgement for the refund of Bid Security.
- iv. Original/downloaded tender document duly filled in, signed and stamped by the bidder or his authorized representative. Tender Document Fee, in case the tender form is downloaded.
- v. Additional information of the bidder duly signed by the bidder or authorized representative of the bidder in the proforma and format as given in **Annexure-I**
- vi. Declaration in **Annexure II** along with proof of bid security amount.
- vii. Declaration as per **Annexure-III** along with attested Copy of Income Tax Return for the last three years, PAN No./Service Tax and/ or VAT Registration Certificate of the Bidder.
- viii. Undertaking about years of experience in the field of security service shall be given in – **Annexure-IV**
- ix. Undertaking to accept the Terms and Conditions as mentioned in the Tender document and to comply with them as per **ANNEXURE- V** on Non-Judicial stamp paper of Rs. 50/- duly notarized and signed by the bidder or authorized representative of the bidder.
- x. **ANNEXURE VI:** List of present clients for the annual turnover value not less than Rs. 50 lakh for each client.



- xi. Proof of successful execution along-with certified copies of the Award of Work/Agreement executed for providing of identical/similar Services.( Annexure IV & VI)
- xii. Solvency certificate from bankers for the value not less than Rs. 50 lakh and not older than 6 months reckoned from the last date of submission of the bid.
- xiii. Manpower requirement and designations as per Annexure VII.
- xiv. Financial Bid as per Annexure VIII.
- xv. Technical bid and price bid as per this tender document. However it must be noted that the no price should be indicated in the technical bid.
- xvi. Each page of the tender should be numbered and signed by the bidder with the seal of the firm.

#### **IV. TECHNICAL BID**

##### **A. Pre-Qualifying Criteria:**

**The Technical Bids of only those bidders who fulfill the following criteria shall be considered for further evaluation:**

1. **Earnest Money Deposit amounting to Rs. 2.00 lakh.**
2. Minimum average annual turnover of Rs. 3.00 crore during the FY 2014-15, 2015-16 & 2016-17. A copy of audited Annual Reports/Balance Sheet/Auditor's Report/Profit & Loss account etc. for FY 2014-15, 2015-16 and 2016-17.
3. Financial Solvency of Rs 50 Lakhs for which certificate duly signed by the Bank manager/authorized official of a commercial Bank must be submitted.
4. The Agency should be in the business of Security services continuously for a period of last 5 years (to be counted up to the last date of submission of the bids); out of which at least one year of experience should be in a Central University/NIT/IIT/IIM/IISER/IISC/IIIT/ISM/NISER or any such Educational/Training /Research Institution of Government of India. Certificate to this effect should be provided as per Annexure-IV supported by certificate(s) from University / Institution.
5. Minimum of three clients with annual contract value of Rs. 50.00 lakh each during last two years.
6. The agency shall have necessary licenses/ authorizations for providing Security services.
7. In case, the agency have already been provided Security Services to the University in past years and found unsatisfactory performance, will not be considered for Technical Bid Evaluation.
8. The bidder must have a valid license under Private Security Agencies Regulation Act 2005 or any other such Act. Photocopy of license duly signed and stamped by Bidder must be submitted.
9. IT returns of previous years that is 2014-15, 2015-16, 2016-17 and photocopy of PAN Card/and certificate of Service Tax Registration & GST.
10. EPF Registration Certificate under CPF Act 1952
11. ESI Registration Certificate.

The document in support of the above shall be submitted for verification. In case of non- submission of requisite document(s) or providing incomplete technical details by the bidder, the bid is liable to be rejected during the technical evaluation stage without any further reference, whatsoever.

##### **B. Technical Evaluation:**

The bids which qualify the criteria as mentioned in the **part A** above, would be considered for Technical Evaluation. Two hard copies of the technical presentation and one soft copy in CD/DVD have to be submitted for the Technical Evaluation.

##### **B.1 Method of evaluation -Technical Bid Evaluation:**

**Criteria for technical evaluation (Maximum Marks 100)**

**Experience (Maximum Marks 40)**

- i. Total duration of experience in the service industry in India/Abroad (satisfactory proof of being continuously in service will be given weightage): **maximum 15 marks. [09 marks for 05 years of continuous experience and then 01 mark for each additional year of defined service]**





- ii. Number of present clients in India (University/Industry/Institute/corporate with 50 lakhs of annual turnover or more): maximum 15 Marks **[for three clients 09 marks and then addition 01 mark for each such additional client]**
- iii. Continuity of service with the clients as per the list above **(Maximum 10 Marks). 02 Marks will be awarded for every client for each year of service beyond 02 years of continuous service. Clients with the contract value of Rupees 50 lakhs per annum or more shall only be considered for this purpose.**

**Technical presentation: (Maximum 40 Marks)**

- a) Human Resource- Quality, number, availability, mobilization in short period; Human resource policy especially with regard to employee's welfare and health). The Bidder must satisfactorily prove its strength on the indicated parameters: **15 marks**
- b) Internal system of operation to achieve best practices and University satisfaction; Standard Operating Procedures (SOPs); training facilities for firefighting and security; customer grievance redressal system capability, to provide firefighting and security devices and communication equipment, compliance of statutory norms): During presentation the Bidder shall have to give presentation to University keeping in view defined service standards with regard to points mentioned above. Assessment shall be made based on their presentation and the Bidder must satisfactorily prove its strength on the indicated parameters. **20 marks**
- c) At the time of the presentation the agency will show one security officer /supervisor and one security guard in ceremonial and working uniform: **05 Marks**

**Financial health: (Maximum 20 Marks)**

The Bidder shall be assessed with respect to turnover (based on audited financial statements and IT return). **12 Marks for 3.0 Crore turnover and 02 Marks for each Crore of additional turnover.**

The Bidder scoring 60 or more marks out of 100 of the total shall qualify and be considered as technically responsive bid. The decision of the Technical Evaluation committee shall be final and no representation in this regard shall be entertained. **The price bids of only technically responsive bid shall be opened.** The responsive Bidders are advised to be present at the time of price bid opening (time, date and venue will be informed through email/phone to the responsive Bidders)

**Note:** The Bidders are advised to provide authentic information as needed and relevant both while submitting bid document (eligibility and technical) as well as during technical presentation to enable the evaluation committee to make proper judgment and objective assessment. Failure to provide required information or satisfactorily prove the statements or establish the veracity of claims would go against the Bidder. No claim made subsequently shall be accepted or entertained.

**V. PRICE BID:**

The Price Bids must be submitted in the prescribed format in the **(Annexure-VIII)** and nowhere else the prices shall be mentioned.

- i. **\*PLEASE NOTE THAT NO PRICES SHALL BE INDICATED IN THE TECHNICAL BID OTHERWISE. THE BID WILL BE REJECTED OUTRIGHTLY WITHOUT ANY FURTHER CORRESPONDENCE**
- ii. **Method of evaluation of price bid:**

The bid shall be evaluated based on following criteria and marks:

- a. The price bid is to be quoted strictly as per the format given in ANNEXURE VIII. There should be no cutting or overwriting.
- b. If price bid is not quoted as per the format in ANNEXURE VIII, the bid may be liable to be rejected or the evaluation committee may make its own judgment regarding the total monthly cost of the price bid quoted by the bidder.

The Bidder shall be awarded the tender based on total monthly cost. In case of tie in the price bid, the bidder with higher marks in technical evaluation shall be awarded the contract. The bidder quoting the lowest consolidated monthly cost at Sl. No.10 in Annexure VIII will be considered as lowest one(L-1) and will be awarded the contract subject to fulfilling all other terms and conditions as given out in the tender document.



**VI. TERMS AND CONDITIONS:**

- a Period of contract: This contract is for a period of two years subject to every six month review, CURAJ will decide the commencement of the service, which will be duly informed at the time of the award of the contract. The period of the contract is extendable for maximum of one more year based on the satisfactory performance of the Contractor and at the sole discretion of CURAJ. In case of any exigency, the Competent Authority may further extend the time period.
- b Price: Quoted rates shall be valid for the entire period of the contract. However, the increase of minimum wages as per the Notification of Government of India shall be applicable.
- c Payment: Payment shall be made as reimbursement on monthly basis within fifteen (15) days from the date of receipt of bill duly certified & recommended by designated officer in charge of CURAJ.
- d Workmen Employed: The service provider shall be responsible for compliance of all labor laws and statutory requirements, ESI/insurances pertaining to his employees. He indemnifies CURAJ against any claim in this account. He must retain sufficient reserves of manpower to cater leave, weekly offs, medical problems, holidays or any other exigencies etc.
- e Delay in Payment: In case of delay in monthly payment by CURAJ, the agency should be financially sound to make payments to its employees and also the expenditure towards consumables without affecting the work.
- f Arbitration: Except where otherwise provided for in the contract, all issues and disputes relating to the provisions of this contract shall be settled under the provisions of Indian Arbitration and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either party notifies in writing that such dispute or issues exist.
- g Replacement of Employees: Any employee of service provider may be demanded to be replaced immediately from the site without assigning any reason whatsoever. Non-compliance may lead to suitable deduction on per day basis as a penalty.
- h Restrictions: Consumption of liquor, smoking cigarette, bidi, chewing pan/Gutkha etc. and items under NDPS act are strictly prohibited inside CURAJ's premises. Non-Compliance may lead to suitable penalty /termination of contract.
- i Attendance register: Daily attendance is to be verified by the designated officer of CURAJ.
- j Certification of bills : Every claim bill is to be certified by the designated officer of CURAJ.
- k Performance of duties: Employees of the service provider shall be adequately trained and perform the duties to the satisfaction of the University.

**VII. GENERAL TERMS & CONDITIONS:**

1. The CURAJ reserves the right to cancel the contract or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work contract. In such an eventuality CURAJ further reserves to get the work done from other agencies at the risk and cost of the service provider. The Agency may also be black listed by CURAJ for a period up to 5 years from participating in such type of tenders and the earnest money/performance security deposit may also be forfeited.
2. It shall be presumed that the all terms & conditions mentioned in the tender document have been read, understood and duly accepted entirely. The Bidder shall have no right to modify/ alter/ amend/ delete any terms/ conditions mentioned in the tender document.
3. Tender forms are not transferable. Only the original/downloaded complete tender form must be signed & stamped, and submitted.
4. Each page of the tender should be numbered and signed by the Bidder with the seal of the firm.





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5. Furnishing of incorrect information and false documents will render the Bidder ineligible for bidding and liable to be debarred/blacklisted from participation in Tender enquiries/Open Tenders/Annual Rate Contracts by CURAJ.
6. The past performance of the Bidder and other criteria as given in the eligibility & technical bid will be taken into consideration for award of Contract.
7. The Bidder will have to furnish documents in support of the information given in the tender. Original documents will be checked for verification as and when required.
8. In case of any attempt for cartelization by Bidder with a view to hike up the prices, all bids will be rejected and the Bidder will be blacklisted and bid security (EMD) will be forfeited.
9. If any required information /documents are not submitted, then the bid of the concerned Bidder will be rejected and shall not be considered. No representation in this regard will be entertained.
10. The Bidders are expected to be present at the time of opening of tenders; however, the bids will be processed even when no Bidder/representative is present, as per notified time and date.
11. The decision of CURAJ regarding approval of bids shall be final and binding on all Bidders.
12. Correspondence: No further correspondence shall be entertained after opening of the Tenders.
13. Any person who is in Government Service anywhere or an employee of CURAJ or any of the family member should not be made a partner to the contract by the Agency directly or indirectly in any manner whatsoever,
14. The individual signing the quotation form or any document forming part of the contract on behalf of the Bidder, shall produce a letter of authority to the effect that he/she has been authorized to do; duly authenticated.
15. The personnel, whose services are provided by the successful Bidder, hereafter referred to as the Agency, shall at all times and for all purposes be the employees of the Agency and on no account Personnel so appointed and recruited by the Agency will have any claim for appointment, continuous recruitment or regularization etc. against CURAJ.
16. The Agency shall solely be responsible for payment of compensation under Workman Compensation Act either in the course of employment or out of employment. CURAJ no way shall be liable in this regard.
17. The Agency shall verify the antecedents of all security personnel deployed at University premises working in CURAJ, by police verification and shall keep antecedents and other relevant records at its cost and will produce these on demand by the University authority. The list containing the names/addresses of the personnel appointed by the Agency shall be made available to CURAJ authorities with their bio-data within 15 days from the date of deployment. The same shall also be provided in the form of CD giving out photographs and detail of the staff within one month of commencement of work.
18. The Agency shall obtain a license under Contract Labour (R&A) Act, 1970 and also submit a copy of such license to CURAJ, duly attested. The agency shall abide by all the relevant provisions of various Labour Laws/Acts namely EPF, ESI/Bonus, Workmen's Compensation, and any other laws and rules applicable in this regard, and adhere to all statutory requirements/compliance.
19. The Agency, shall be responsible for any type of statutory/ mandatory claims or penalties due to default with reference to the above provisions.
20. In case any person engaged by the Agency is found to be inefficient, quarrelsome, infirm and invalid or found indulging in unlawful activities, the Agency will have to replace such a person with a suitable substitute at the direction of CURAJ authority.
21. CURaj will not provide any sort of accommodation to the staff or person deployed by the Agency and no cooking/lodging will be allowed in the premises of the Central University of Rajasthan at any time.
22. CURaj have right to replace any deployed Security Personnel with or without assigning any reason whatsoever and the substitute shall have to be provided by the Agency immediately.
23. No report for any loss/damage to property of the University shall be lodged with Police by the Agency without the approval/consent of the University.
24. CURaj, through its designated/authorised officer shall be at liberty to check any time the deployment of the personnel by the Agency and in case of any absence/fault/lapse, action will be taken against the Agency as per



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penalty clauses.

25. The Security services shall be meant for the whole Campus of CURAJ or as per the directions of CURAJ authority.
26. Every security staff shall wear the prescribed, neat and clean uniform according to weather/season affixing thereon the badge mentioning his name, name of CURAJ and designation of the worker and these must be provided by the Agency at their own cost.
27. The Agency shall not engage the security staff below the age of 18 years as well not exceeding 59 years (Please refer Annexure VII for details). All the staff deployed by the Agency shall be medically fit and their antecedent be verified prior to the deployment in CURAJ.
28. If any complaint of misbehavior and misconduct comes to the knowledge of CURAJ authorities then all such responsibilities shall be of the Agency and any loss owing to negligence or mishandling by the security employees, the Agency shall himself or herself be responsible to make good for the losses so suffered by CURAJ.
29. The Agency shall not, at any stage, cause or permit any sort of nuisance in the premises of CURAJ or do anything which may cause unnecessary disturbance or inconvenience to others working there as well as to the general public in CURAJ premises and near to it.
30. The consideration payable under the contract remains same throughout the currency of the contract, excepting revision of minimum wages as notified by the GOI from time to time. The Agency shall honour the Fall Clauses in case it also gets business in any other establishment.
31. The Agency shall not engage any sub- Agency or sublet/transfer the contract to any other agency/person in any manner.
32. The Agency shall, for providing proper Security services, ensure the following: -
  - a. That a daily report of its employees on duty and about their performance is furnished & maintained.
  - b. That their employees do not smoke/drink/abuse drugs or indulge in any improper behavior at the place of work and/or anytime inside the campus.
  - c. That any specific Security work assigned to it by CURAJ or any of its officer authorized shall be done diligently and well in time.
33. Tax deduction at source shall be governed by the prevailing rules.
34. In case the agency fails to execute the job after signing the agreement /deed or leave the job before completion of the period of contract at their own accord, CURAJ shall have the right to forfeit the last payment due to the agency for the execution of the contract in addition to performance of Security Deposit. For this purpose, the entire amount payable for one month could be forfeited irrespective of the duration of the contract.
35. CURAJ reserves the right to:
  - a. Amend the scope and value of any contract under this service.
  - b. Reject or accept any application without assigning any reasons thereof and
  - c. Reject all applications and cancel the Tender.
  - d. CURAJ shall neither be liable for any such actions nor be under any obligation to inform the Applicants.
36. In case of unsatisfactory performance the service provide shall be barred from bidding for any service in CURAJ for next five years.

### **VIII. PENALTY CLAUSES:**

- 1) In case the Agency fails to commence / execute the work as stipulated in the Letter of Intent/Work Order or there is a breach of any terms and conditions of the contract, CURAJ reserves the right to impose the penalty as detailed below:
  - a) One percent of value of the contract for delay of one week or part thereof.
  - b) After two weeks, CURAJ reserves the right to cancel the contract and forfeit the Performance security/EMD as applicable and get this job to be carried out by any other party at the cost of the Bidder. The defaulting Bidder may be blacklisted from participating in any tender of CURAJ for next five years.
  - c) The amount payable for the preceding month can be partially/ fully deducted depending on the severity of default in case of non-compliance with work stipulations, after commencement of the contract.



## **Tender for Providing Security Services for Central University of Rajasthan**

- 2) For any breach of contract, designated committee or designated officer in charge of CURAJ shall have right to impose a penalty up to Rs. 1000/- on the first occasion upon the agency in the event of breach, violation or contravention of any of the terms and conditions contained herein,  
In the event of getting repeated again, the extent of penalty will be doubled on each such occasion. The decision of the said officer/committee in this regard shall be final and binding upon the agency. Some of the illustrative instances in which penalty would be imposed are enumerated below:
- If the personnel working in Security are not found in proper uniform and displaying their photo identity card.
  - If the personnel found indulging in smoking/drinking/sleeping or any other misconduct during duty hours.
  - If the behavior of security personnel(s) found is discourteous to anyone in CURAJ including staff or students.
  - If any personnel found performing duty by submitting a fake name and address, the services of such person shall be terminated and the agency will be held responsible for such lapse.
  - If any security personnel found on duty other than those mentioned in the approved list is supplied by the agencies to the Central University of Rajasthan authorities.
  - In the case of any loss/theft of Central University of Rajasthan property or any staff / students property, the designated officer in charge or committee of Central University of Rajasthan will consider the circumstances leading to the loss and if the responsibility is fixed on the agency, CURAJ will make good the losses by deducting the cost of loss from the next month's bill or performance security deposit in one or more installments.

### **IX. SETTLEMENT OF DISPUTES:**

In the event of any dispute arising out in connection with the interpretation of any clause in the terms and condition of agreement, or otherwise the matter shall be referred to the Arbitrator as appointed by the Registrar, Central University of Rajasthan. The arbitrator shall have jurisdiction in connection with any dispute/ litigation arising out of this contract.

### **X. KEY PERFORMANCE PARAMETERS**

| <b>S. No</b> | <b>SECURITY SERVICES</b>  | <b>FREQUENCY</b>                  | <b>KPI (INDICATORS)</b>                                |
|--------------|---|-----------------------------------|--|
| <b>1</b>     | <b>MANNING CURAJ PREMISES</b>   |                                   |  |
|              | Manning the various areas where security is essential i.e. Hostel Buildings, Administrative Building, Academic Buildings, Auditorium, Guest House, VC Bungalow etc. | 24 hours                          | Physical deployment, inspection, error log, event logs |
|              | Manning the various common areas and checking and validating the entry of people from various entry points  | 24 hours                          | Physical deployment, inspection, error log, event logs |
|              | Manning the parking and facilitation with parking people for safety and smooth parking  | 24 hours                          | Physical deployment, inspection, error log, event logs |
|              | Manning the various elevators, entry points, restricted access areas as per the requirement   | 24 hours                          | Physical deployment, inspection, error log, event logs |
|              | Safeguarding the movable and immovable properties of CURAJ  | 24 hours                          | Physical deployment, inspection, error log, event logs |
| <b>2</b>     | <b>FACILITY - O&amp;M</b>   |                                   |  |
|              | Firefighting equipment - checking for functionality and mock drills   | Checking Weekly, Drills Quarterly | Activity log, event log, plan of action                |
|              | Water hydrant lines - checking for functionality and mock drills  | Checking Weekly, Drills Quarterly | Activity log, event log, plan of action                |



|   |   |  |   |
|---|---|--|---|
| 3 | <b>EMERGENCY SERVICES/ ASSISTANCE SERVICES</b>  |  |   |
|   | Coordination with staff in case of any epidemic, natural disaster etc.  | Quarterly mock drills & whenever the event happens | Activity log, event log, plan of action         |
|   | Fire safety management in case of any fire - Fire sprinkler, extinguishers, coordination with firefighting agencies etc.  | Quarterly mock drills & whenever the event happens | Activity log, event log, plan of action         |
| 4 | Security-Remote surveillance, anti-intrusion, access control, fire detection. To coordinate/prompt maintenance of equipment in case of need with equipment supplier | As per need  | Action report, activity log, Maintenance report |
|   | <b>MONITORING / SURVEILLANCE SERVICES</b>   |  |   |
|   | Manning and operating the CCTV, security cameras, proximity access devices, service lane services etc.  | 24 hours   | Physical inspection, error log, event logs      |

#### **XI. FUNCTIONS AND ROLE OF SECURITY AGENCY IN CURAJ (SCOPE OF WORK IN BRIEF):**

1. Security agency will have to play an important role for safety of CURAJ personnel and property by performing the following functions throughout CURAJ campus, round the clock.
  - a) The Agency will provide "ROUND THE CLOCK Security arrangement by supplying trained guards as per the direction of the Registrar, CENTRAL UNIVERSITY OF RAJASTHAN.
  - b) Ensure the safety of the students and assist them, if required.
  - c) Supervision of discipline in the campus, surveillance and reporting to the designated officer in charge of CURAJ.
  - d) Visitors in the Hostels to be permitted only after entry in the Visitors Register and after confirming their identity, as per instructions of CURAJ in this regard.
  - e) Conduct fire fighting drills and carry out Fire safety inspections.
  - f) Courtesy service. (assist VIP and special guest in CURAJ)
  - g) Ensure Access control in restricted areas, hostels, guest house etc.
  - h) Education and training on current security, fire incidents trends, natural calamity etc.
  - i) Maintaining security control in the visitor restriction areas and other vulnerable areas, prohibited areas and out of boundary areas of CURAJ.
  - j) Identity check of employees/students / visitors at entrance points, as per Central University of Rajasthan policy.
  - k) Internal Traffic control at parking and proper parking of vehicles as per CURAJ policy.
  - l) To provide information regarding any pilferage/unusual activity to the authorized officer.
  - m) To maintain regular contact with CURAJ authorities with regard to security arrangement and improvement.
  - n) To be fully prepared to deal with any fire/security/natural calamity exigency.
  - o) Ensure Security Personnel shall not divulge to outsiders any information about the University, about the staff as well as activities of the University. The agency will also have the responsibility to safeguard the University's movable and immovable property besides protecting the environment.

#### **2. Providing a safe and secure campus**

Physically securing the campus is the most obvious function of security department, there are other activities attached to this aspect which are:

##### **a. High visibility patrol**

High visible security guards would send the message to potential perpetrators that CURAJ takes security seriously and makes the students/staff feel safer, especially during late at night and early in the morning.

To look for the protection of CURAJ including preventing of all kinds of thefts, pilferage, damage, encroachment etc. from the guarded boundary wall and to report to the designated officer in charge of CURAJ and concerned police authority wherever necessary.

They must maintain liaison with the local police, fire services department and other emergency services.

Under no circumstances, the security guards should instigate students and staff on or outside the campus.



**b. Maintaining Peace, Law and Order**

Although service and administrative functions take up most of the officers' time, the security department can have an edge, when it comes to maintaining peace and performing functions of maintenance of law and order. Some of the policies the security officer must enforce on daily basis are parking / traffic control, administrative inspections, access controls, and fire prevention standards.

The area in which their professionalism get tested are "mediating in potentially hostile situations", "conducting investigations at the times of theft or any robbery" and voluntary action for crime prevention and moral policing as per University policy.

3. **Up-gradation, Preparation and submission of standard operating procedure (SOP):** The suggestions of CURAJ shall be incorporated in the SOP by the agency.
4. **Fire fighting:** The security personnel should be adequately trained to perform in any disastrous situation including fire fighting operations and operate all fire related equipment in CURAJ.
5. The security personnel should be adequately trained to handle snakes, reptiles, stray animals or wild animals during emergency situations.

**XII. REQUIREMENTS OF CURAJ:**

1. CURAJ is a campus of 518+ acres area with multiple buildings & gates. As such, there will be occasions in terms of students handling, giving them directions, helping CURAJ staff in hours of need or in case of emergency.
2. The Agency will also be involved in securing the campus of CURAJ by providing qualified staff on security and fire aspects. They will be guarding the main entry points to the campus as well. They will also need to look after the security for parking in conjunction with the external people deployed for parking. For parking for University staff, at designated places, security would be fully responsible.
3. The areas where there is a need of experienced security personnel are Administrative Office, VC Bungalow, Main Gate, Academic Blocks, Hostel Blocks, Guest House, staff quarters and Central Library etc.
4. The guards of particular shift shall not leave the duty point until and unless the relievers reports for duty. The shift/Change will be after proper handing over/ taking over formalities in the register provided for this purpose. While handling over the duty, due care should be taken in handing the relevant instructions given.
5. The security personnel shall not indulge in arguments either with students or with staff. The concerned supervisor of CURAJ may be approached in times of necessity. All the Security personnel shall be given gender sensitization training before they are deployed.
6. Reporting of matters that hamper the smooth performance of the duty.
7. The agency would also provide Chief Security Supervisor, who would be the first line of contact for CURAJ and would be responsible for the day to day security of CURAJ under the directions of its administration.
8. An annexure (ANNEXURE-VII) has been attached to indicate the profile of personnel required. Agency has to validate the same, and provide the trained personnel as per the requirement at Annexure-VII.
9. The Agency must ensure that the personnel deployed in CURAJ is well versed in the fire fighting duties and managing other emergencies and national disasters. They should be adequately trained before deploying in CURAJ.
10. The agency will be responsible for protecting CURAJ property and report of damages due to accidents and events.
11. The agency must ensure to maintain a proper database with incident reporting every **fortnightly/monthly** (as per University policy) and for the key positions like control room for access & CCTV for any untoward incidents and other minor incidents.
12. The agency shall obtain the required license of all the Security related equipment like DFMD, HHMD, Walkie-Talkie, Baggage Scanner, and Explosive Detectors, which will be provided to CURAJ as per the requirement. The staff should be adequately trained to handle these equipment. The minimum list of required equipment is as under:





## ***Tender for Providing Security Services for Central University of Rajasthan***

List of Equipment:

| <b>Nomenclature</b>  | <b>Qty.</b> |
|--|-------------|
| Hand Held Walkie-Talkie  | 20          |
| Paddle Cycles  | 10          |
| Hand Held Metal detector   | 6           |
| DFMD   | 4           |
| Mobile (CUG)   | 10          |
| Patrolling vehicle for average travel of 1500 Km. per month (Four Wheeler) | 1           |

### **XIII. COMMITMENTS BY CURAJ:**

#### **1. Space and change room:**

For the outsourced security personnel, a dedicated space to vigil the area will be allocated. Other than this, changing rooms will be available for facilitating changing of the uniforms. On the expiry or earlier termination of this Agreement, the said spaces for various services shall be vacated peacefully by the Agency and handed over to CURAJ in as is basis.

- CURAJ WOULD NOT** be responsible for providing any free healthcare facilities. It is the responsibility of the Agency to get all the best medical care facilities rendered to all the Security personnel deployed at CURAJ.
- The existing cafeteria/canteen facilities of CURAJ can be utilized by the personnel of the Agency on payment basis.

### **XIV. SUPERVISION & QUALITY CONTROL:**

- CURAJ shall have the right to terminate the contract of the services rendered by the Agency, which are not of the requisite standard.
- CURAJ will have unfettered right to inspect the premise and process of security at any time and the service provider shall cooperate with the authorities. CURAJ will have overriding supervising power to give security instructions which must be complied with.

### **XV. LIABILITIES OF SERVICE PROVIDER:**

- The guards supplied by Agency shall be trained, young, smart and well-mannered with proper uniform and as per the qualifications, experience and age as specified in Annexure VII.
- The Agency shall make available CV of the employees to be posted in CURAJ or personal interview of its employee being posted in CURAJ as per decision of CURAJ official or management committee and also provide a CD giving out details of all the employees deployed in CURAJ.
- The shift of the guards shall be rotated periodically and a roster shall be maintained for ensuring the same.
- The guards would be changed with proper handing & taking over every month / week as per roster to avoid possible contacts/collusion for better security arrangement from operational point of view.
- The Agency shall pay its employees salary in to their respective bank account through ECS (mandatory requirement) on or before 7th of every month. The ECS statement of monthly salary payment duly verified by bank official would have to be submitted with bill for reimbursement.
- All liabilities such as wages, ESI, PF, Bonus and other statutory requirements of guard on duty will be borne by Agency. The Agency shall submit the proof of PF & ESI payments of previous month with ECS statement for salary payment with the monthly bill.
- The agency shall be responsible to provide manpower trained in fire and security. The personnel should be fully trained to handle and operate all the fire and security equipment installed in CURAJ.
- Agency must have provision for daily day and night checking of alertness of their guards deployed in CURAJ and the same to be recorded in writing.
- Weekly, fortnightly and monthly training of all the personnel deployed must be organized as per training program and be intimated to CURAJ.
- Working hours of the guards and their employees would normally be eight (8) hours per day. All quotes must be on eight hour duty roster, only.





## ***Tender for Providing Security Services for Central University of Rajasthan***

11. During winter duty guards shall be equipped with woollen over coats, boots, gloves, and sweaters as per need.
12. The security shall be equipped with required Number of torches, walkie-talkies, HHMD, DFMD, Car Bottom, View Mirror, Baggage Detector, Explosive Detector and other necessary communication and frisking devices for personnel proper security checking of and vehicle etc.
13. The Agency shall provide lady guards as per University need, whenever asked for.
14. University will prefer to deploy civil security personnel & ex-army/ Para military / other such retired personnel in the ratio of 60:40.
15. The Agency will provide the guards with bicycles and all facilities for campus rounds.

### **XVI. PAYMENT TERMS:**

1. The payment to the service provider shall be made as per actual and as per the terms of work order/agreement (supported by ECS statement duly verified by bank official). The deployment of manpower may vary from time to time and would be assessed periodically.
2. Full payment (100%) to the Agency shall be made within 15 days from the submission of the bill along with proof of necessary compliances.
3. The Agency shall raise bill by the first day of next month. The payment shall be made within Fifteen (15) days of submission of bill. Disputed amount or amount on which clarification is required may be held up till the time matter is sorted out. However, the balance amount shall be released by due date.
4. Bill should be submitted to the Registrar Office before 5.00 p.m. otherwise bill will be deemed to have been submitted on the next working day.
5. Payment from CURAJ shall be made by electronic fund transfer to the supplier's account by NEFT or RTGS for which purpose suppliers are expected to submit their complete bank details.
6. Here it is essential to note that while considering for attendance and availability of the staff, working hours of Agency will also be considered for evaluation and non – compliance with the mentioned hours of work would be penalized.
7. Penalty would be in terms of part of the salary / payment, which would be deducted and reflected in month's payment.
8. Payment of bill for deployed manpower must be submitted with following documents for further processing of the bill:
  - a. ECS Statement duly verified by the bank official for monthly salary payment in the bank account of employees by the service provider (as a proof of compliance to ensure that monthly salary paid is not less than the statutory provision of Minimum Wages Act as applicable in Rajasthan for the respective category of worker, and as being charged from CURAJ, the employee shall be paid at least the quoted). Only Registrar, CURAJ may approve acceptance of other equivalent documents if judged adequate to confirm compliance in lieu of ECS statement for salary payment on recommendation of the management committee.
  - b. Monthly Statement of ESI payment
  - c. Monthly Statement of EPF payment
  - d. Bonus payment to be reimbursed (as per actual subject to maximum as quoted in the price bid format) after submission of proof of credit in the bank account of employee
9. University shall make payment to the Agency on the raised bill unless some adverse report has been recorded or clarification sought from Agency. In such case, CURAJ shall notify the service provider immediately or within 24 hours of such event and due record shall be made.
10. TDS and other taxes as applicable will be deducted by the University from the Agency's bill as per Govt. instructions from time to time.

### **XVII. FORCE MAJEURE:**

- i. "Force Majeure" shall mean any event beyond the control of CURAJ or the Agency, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.



## ***Tender for Providing Security Services for Central University of Rajasthan***

- ii. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
- iii. No delay or non-performance by either party hereto caused by the occurrence of any Event of Force Majeure shall
  - a) Constitute a default or breach of the Contract.
  - b) Give rise to any claim for damages or additional cost or expense occurred thereby.
  - c) If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- iv. Notwithstanding clause (iii) above, Force Majeure shall not apply to any obligation of CURAJ to make payments to the Bidder / Supplier herein.

### **XVIII. Risk Purchase:**

In the event of the Bidder/ Security agency failure to provide the ordered services as per the contract, CURAJ reserves the right to procure the services from any other source at the risk and cost of the Agency. CURAJ shall retain the right of forfeiture of Performance Security and the outstanding claim and or any other action(s) as deemed fit.

### **XIX. JURISDICTION:**

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference, if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or related to the contract (including any arbitration in terms thereof) shall lie only in the **Court of Competent Civil jurisdiction in this behalf at Ajmer, Rajasthan** and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts. If the dispute is related to jurisdiction to High Court, it shall be the jurisdiction of High Court of Rajasthan, Bench at Jaipur.

### **XX. ARBITRATION:**

1. Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the provisions of Indian Arbitration and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists).
2. All disputes and differences arising out of, or in any way, concerning this agreement (except those, the decision whereof is otherwise, hereinbefore provided for) shall be referred for sole arbitration by any person to be nominated by CURAJ. The award of the arbitrator so appointed shall be final and binding on both the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.
3. Indian laws shall govern this contract.
4. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract. The venue of the arbitration shall be CURAJ, Distt. – Ajmer, Rajasthan, India.

### **XXI. NOTICES:**

Any notice, request, or consent sought pursuant to the tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by speed post, email, or facsimile to such Party i.e. CURAJ or the Agency.



**XXII. TERMINATION:**

CURAJ may terminate the Contract, by not less than thirty(30) days' written notice of termination to the Agency, to be given after the occurrence of any of the events specified in paragraphs (i) to (iv) of this Clause and sixty (60) days' in the case of the event referred to in (v) below :

- i. If the Agency does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as CURAJ may have subsequently approved in writing;
- ii. If the Agency becomes insolvent or bankrupt;
- iii. If as a result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- iv. If the Agency, in the judgment of CURAJ has engaged in corrupt or fraudulent practices in competing or in executing the Contract.

**For the purpose of this clause:**

- a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- b. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment to CURAJ.
- v. If the Client, at its sole discretion, decides to terminate this Contract.

**XXIII. Exclusive Right of the Central University of Rajasthan:**

The Central University of Rajasthan has full and exclusive right to accept or reject any bid or tender and / or withdraw the work order without assigning any reasons, whatsoever.

**Registrar**

**Central University of Rajasthan, Bandarsindri**

**Signature of the Bidder with stamp**

Witnesses:

- 1.
- 2.

- 1.
- 2.



**ANNEXURE I**

**TENDER FORM FOR PROVIDING SECURITY SERVICES**

1. Tender Enquiry No. Due for opening on:
2. Name & Address of Tenderer
3. **Status:**
  - i) Indicate whether you are LSU or SSI
  - ii) If you are a small scale unit registered with NSIC under single point Registration Scheme, whether there is any monetary limit?
  - iii) In case you are registered with NSIC, Whether you have attached a photocopy of the Registration Certificate?

**Please indicate**

4. Name & Address of your Banker (Certificate to be attached)
5. Business Name and constitution of the firm. Is the firm registered under
  - i) The Indian Companies Act, 1956
  - ii) The Indian Partnership Act, 1932
  - iii) Any other Act.(Please give full relevant details)
6. For partnership firms state whether they are registered or not registered under Indian Partnership Act. 1932. Should the answer to this question by a partnership firm be in the affirmative please state further:
  - (i) Whether by the partnership agreement authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the Partner who has signed the tender.
  - (ii) If the answer to (i) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.

**Signature of Witness**

Full Name and Address of Witness  
Whether signing as Proprietor/ Partner / Constituted  
Attorney / duly authorized by the company

**Signature of Tenderer**

Full Name & Address of the Person signing  
(In BLOCK LETTER)



**ANNEXURE II**

**DETAILS OF BID SECURITY/ (EARNEST MONEY DEPOSIT)**

Tender Enquiry No. **CURAJ/**

Due for opening on:

Bid Security (EMD) as required by this tender is being submitted in the form of A/c Payee Demand Draft favoring "Central University of Rajasthan" payable at Bandarsindri/Kishangarh, and duly discharged in his favor in advance.

Details of Demand Draft FDR/ Call Deposit/BG/ Pay Order/attached:

DD No. \_\_\_\_\_ Dated \_\_\_\_\_

Drawn on (Bank) \_\_\_\_\_

Amount \_\_\_\_\_

**Signature of the Tenderer**

**Name & Address with stamp**

**ANNEXURE III**

**INCOME TAX RETURN & PAN NUMBER/GST Registration**

Tender Enquiry No. **CURAJ/**

Due for opening on:

IT Returns & PAN Number, as required by this tender is being submitted along with this tender.

Details of IT Return: Copy of IT returns of previous years, 2014-15, 2015-16 and 2016-17.

PAN number (Attach a photocopy of PAN Card):

Service Tax Registration No/GST No : (Attach a copy of ST/GST Registration)

**Signature of the Tenderer**

**Name & Address with stamp**



**ANNEXURE IV**

**UNDERTAKING – YEARS OF EXPERIENCE**

**Tender No.** \_\_\_\_\_

**Due for opening on:** \_\_\_\_\_

**Name of the Service** \_\_\_\_\_

I/ We M/s \_\_\_\_\_ hereby declare that:

Our agency has been in business of providing security services a period of at least last 5 years and has provided services similar to the services sought in this tender.

We have provided security services for two years in one of the Institution specified in PQC (Point No. 4)

We will be able to arrange for the required manpower, security equipment, material, communication devices like walkie-talkie sets etc. and all other resources for the establishment and providing service as per the tender terms within **15** days of award of tender **Letter of intent (LOI)/Work Order**.

**We will abide by all the terms and conditions of this tender including the clauses of bid security and performance security.**

We declare that we have necessary infrastructure/tie up for the maintenance of the equipment being used and enough manpower to cater to any additional need of University on short notice (any increase in required manpower, duly paid), if any such need arises during the tenure of the contract.

**Signature of the Tenderer**

**Name & Address with stamp**





**ANNEXURE V**

**UNDERTAKING ON NON-JUDICIAL STAMP PAPER OF RS. 100**

**Tender Enquiry No. CURAJ/**

**Due for opening on:**

I/ We M/s \_\_\_\_\_ hereby declare that:

1. I/ we am/are agency engaged in business of providing Security services have examined the above mentioned tender document including amendment/ corrigendum (if any) the receipt of which is hereby confirmed.
2. I/ we do hereby offer to provide Security services at the prices and rates mentioned in the price bid.
3. I/ we agree to abide by my/our offer for a period of 120 days from the date of opening of the tender.
4. I/ we have carefully read and understood all the Terms and Conditions of the Tender and shall abide by them.
5. I/we agree for the all clauses and payment terms and conditions of this tender enquiry. In case any condition put forth by us is against the terms and conditions of tender, the same shall be treated as to be having no bearing whatsoever and that the tender terms and conditions shall only prevail upon such conditions, if any.
6. I/ we have necessary licenses/ authorizations for the providing Security services and/or obtain the same at my/our costs and expenses as and when required.
7. I/ we also declare that in case of change constitution of our firm or for any other change, merger, dissolution, insolvency etc. ....; I will inform the University immediately and submit the required documents.
8. The tender document has been downloaded from the official website i.e. [www.curaj.ac.in](http://www.curaj.ac.in) for bidding purpose is a true copy of the original.
9. Our firm or any other firm with similar type of operation with same or some/one of the partners/proprietors being same as of the tendering firm has not been black listed in the past 3 years by any Government/ private institution except as per the following details:  
(If there is any case please attach the details of the same)
10. I/we also certify that that there is no vigilance/ CBI case pending against the firm/ supplier/ or any other firm with similar type of operation with same or some/one of the proprietors being same as of the tendering firm except as per the following details:  
(If there is any case please attach the details of the same)
11. I/we also certify that that there is no pending case for payment/ civil liability pending against us in any of the courts except as per the following details:  
(If there is any case please attach the details of the same)

**Signature of the Tenderer**

**Name & Address with stamp**



**ANNEXURE VI**

**LIST OF PRESENT CLIENTS**

**(For the value not less than Rs. 50 lakhs per annum for each client\_):**

| S. No. | Name of the client | Scope of work | Date of start | Date of completion | Reference of authorized official on clients side with contact number |
|--------|--------------------|---------------|---------------|--------------------|--|
| 1.     |                    |               |               |                    |  |
| 2.     |                    |               |               |                    |  |
| 3.     |                    |               |               |                    |  |
| 4.     |                    |               |               |                    |  |

**Note: Keep adding in the similar manner if the list is longer**

**NOTE:**

1. Present clients mean the clients presently (on the last day of bid submission) being served by the service provider. The list of previous clients within one year of last date of submission of bid can also be included.
2. Supporting documents in the form of award of work/completion should be submitted.
3. Please highlight the clients for which the total tenure of services is 2 years or more than 2 years continuously. Certificate of continuity of services with all the clients where Security services have been provided for 2 or more years continuously should also be attached/proof of award of work in continuity to be attached.
4. If no proof of award of work, completion of work is submitted, the evaluation committee may make its own judgment and the Bidder may be rated accordingly on this count in technical evaluation.

**Signature of the Tenderer**

**Name & Address with stamp**

**ANNEXURE VII****SECURITY DESIGNATIONS IN CENTRAL UNIVERSITY OF RAJASTHAN**

| Designation  | Eligibility for the post   | Total No. of employees across three shifts |
|--|--|--|
| Security Supervisor  | Junior Commissioned Officer or equivalent Ex-serviceman not more than 59* years of age, 02 years in University security/similar Institute. Should also have valid LMV driving licence. | 03   |
| Gunman   | Trained Ex-serviceman Gunman with license, not more than 55* years of age.   | 03   |
| Security Guard (Ex-servicemen)                             | Trained guard, Not more than 55* years of age.   | 18   |
| Security Guard (General)-including seven (10) lady guards. | Trained guard, Not more than 45* years of age.   | 58   |

1. Security supervisors should be Junior Commissioned Officer or equivalent Ex-serviceman and at least 2 years in University/similar Institution. Should have valid LMV driving licence. Certificate to the same effect should be attached (Verifiable proof such as ESI, PF, Previous employer's certificate etc. for concerned person)
2. Three Trained Ex-serviceman Gunman with license, not more than 55\* years of age.
3. 18 of security guards should be ex-servicemen. Medical check-up report of all the employees must be done prior to his/her deployment in the Central University of Rajasthan. Out of the total 58 security guards (General), the agency shall provide at least 10 lady security guards. University reserves the right to decide the number of ex-serviceman and General security guards.
4. Agency is supposed to quote salaries and number of personnel required as per the above mentioned designation and experience of all the personnel during the currency/ tenure of the contract.
5. The final requirement can be decided by University at the pre-determined salary structure proposed by the agency for currency / tenure.
6. University reserves the right to increase the requirement at the pre-determined salary structure and also reduce the asked manpower as per the requirements again at the same applicable rates, if the need of the same is felt during the currency/tenure of the contract.
7. The agency should have adequate facilities of training for fire safety and security to their manpower, prior to their deployment in the CENTRAL UNIVERSITY OF RAJASTHAN.
8. The agency should be able to provide adequate walkie-talkie sets, mobiles, bicycles and security devices like HHMD, DFMD, Baton, Whistles, Rechargeable Torches, Umbrellas/raincoats, Search mirror with light etc.

**Note:** \* Subject to medical fitness to be certified by a Medical practitioner of any Government Hospital.

**Signature of the Tenderer**

**Name & Address with stamp**

**ANNEXURE VIII****COST BREAKUP/ PRICE BID PROFORMA**

Break up of total charges for a month, cost to CENTRAL UNIVERSITY OF RAJASTHAN quoted per person per month (8 hours duty) for

|   | Security Supervisor | Gunman | Security Guard (Ex-serviceman) | Security Guard (General) |
|---|---------------------|--------|--------------------------------|--------------------------|
| A. Minimum Wages (For 08 hours shift duty for entire month).  |                     |        |                                |                          |
| B. Other Allowances (if any)  |                     |        |                                |                          |
| C. EPF  |                     |        |                                |                          |
| D. ESIC   |                     |        |                                |                          |
| 1. Subtotal (A+B+C+D)   |                     |        |                                |                          |
| E. Weekly leave for each person (Reliever charges)  |                     |        |                                |                          |
| F. Salary cost in lieu of National/Gazetted holidays/Paid leave   |                     |        |                                |                          |
| G. Uniform Charges  |                     |        |                                |                          |
| 2. Sub Total (E+F+G)  |                     |        |                                |                          |
| 3. Services/Management/Administrative Fee rate per person per month   |                     |        |                                |                          |
| 4. Bonus  |                     |        |                                |                          |
| 5. Miscellaneous Cost (On account of Gratuity/Incentives etc.)  |                     |        |                                |                          |
| 6. Total Cost (1+2+3+4+5)   |                     |        |                                |                          |
| 7. Offered Price to CENTRAL UNIVERSITY OF RAJASTHAN per person  |                     |        |                                |                          |
| 8. Total number of Security personnel.  | 03                  | 03     | 18*                            | 58*                      |
| 9. <b>Total Monthly Cost</b> (Offered price to CENTRAL UNIVERSITY OF RAJASTHAN per person per month as given at Sl. No. 7 x total no staff as given at Sr. No. 8) |                     |        |                                |                          |
| 10. Monthly rate for providing (Jeep/SUV) vehicle for patrolling at CURAJ campus including one driver   |                     |        |                                |                          |
| 11. Monthly charges for providing equipment, as defined under tender Para XII (12)  |                     |        |                                |                          |
| 12. <b>Consolidated monthly cost</b> (total consolidated cost i.e sum of all the five categories as given above at Sr. No. 9, 10 & 11).                           |                     |        |                                |                          |
| In addition to the above, the service tax/GST, as applicable shall be paid to service provider as per existing norms and should not be included above.            |                     |        |                                |                          |

\*These numbers may undergo revision either downwards / upwards depending upon the requirement of CURAJ.

**Note:**

- 1) The Bidder not fulfilling statutory norms e.g. Minimum wages, relieving charges, weekly off/leave, EPF, ESIC, and Bonus etc. shall be disqualified.
- 2) Bonus part of the payment shall be reimbursed as per the government norms after submission of proof of credit in the bank account of the employee.
- 3) The agency shall quote rates on their own assessments for providing Ex-Serviceman at the campus of CURAJ.
- 4) The registers and gate pass booklets that are required to be maintained as per the instructions will be provided by the University. All other consumables stationery as required for discharge of the services under this contract shall be borne by the agency.
- 5) The vehicle (Jeep/SUV) average running shall be 1500 Km. per month. In case the vehicle exceeds 1500 KM. per month, the additional kilometer will be paid @ Rs. 6/KM.
- 6) Two units of complete uniform per year per person as per weather condition and 10 numbers of ceremonial dresses.

**Signature of the Tenderer**

**Name & Address with stamp**



(The Pre Contract Integrity Pact which is part of tender documents is as follows:)

**ANNEXURE IX**

**INTEGRITY PACT AGREEMENT**

This Integrity Agreement is made at ..... on this .....day of .....20.....

**BETWEEN**

Central University of Rajasthan through Registrar, Central University of Rajasthan Bandersindri Dist-Ajmer. (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

.....

(Name and Address of the Individual/firm/Company)

Through ..... (Details of duly authorized signatory)

Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal / Owner has floated the Tender (NIT No. **CURAJ/R/F.93/2017/2976 date:17.10.2017**) (hereinafter referred to as "Tender/Bid") and intends toward, under laid down organizational procedure, contract for – Providing Security Services at Central University of Rajasthan

Here in after referred to the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Article 1: Commitment of the Principal/Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.



## ***Tender for Providing Security Services for Central University of Rajasthan***

### **Article 2: Commitment of the Bidder(s)/Contractor(s)**

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the Negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or on-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.





## ***Tender for Providing Security Services for Central University of Rajasthan***

- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractors deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CPWD.

### **Article 7- Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

### **Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.



***Tender for Providing Security Services for Central University of Rajasthan***

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. ....

(signature, name and address)

2. ....

(signature, name and address)

Place:

Dated :