# CENTRAL UNIVERSITY OF RAJASTHAN BANADRSINDRI-305 817

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#### NOTICE FOR INVITING TENDER (NIT)

#### for

# "Integrated Security Manpower Services with Vehicle and Equipment's"

Tender under two-bid system from eligible Manpower Service providers for providing Security Personnel with Vehicles & security equipment's to **CENTRAL UNIVERSITY OF RAJASTHAN, BANADRSINDRI-305 817** for an initial period of two year (extendable for further period of one year) with mutual consent of both parties is invited. Requirement/eligibility criteria Terms and Conditions of the contract have been clarified in the additional documents. Tender document (including additional documents) is available online on the website of **CENTRAL UNIVERSITY OF RAJASTHAN** i.e. <u>www.curaj.ac.in</u>. and CPPP portal that is <u>https://eprocure.gov.in/</u> However, for any clarification, bidders may contact on <u>registrar@curaj.ac.in</u>. Bidders are advised to read tender document (uploaded on website and on CPPP portal) and check their eligibility before participating in the bid.

**Value of Contract:** Approximately - Rs. 1,75,00000/- (One Crore Seventy Five Lakh only).

Name of the Work	Tender for Providing Integrated Security Manpower Services with Vehicle and Equipment's on outsourced basis at the Central University of Rajasthan, Bandarsindri-305817, District-Ajmer (Rajasthan).
Estimated Cost for one year contract	Approx. Rs. 1,75,00000/- (One Crore Seventy Five Lakh only).
Last Date of submission of Tender	05-05-2022 upto 3:00 PM
Date & Time of opening of Tender	09-05-2022 at 11.30 AM
Earnest Money Deposit (EMD)	Rs. 5,25,000 to be deposited through Demand Draft in favour of Central University of Rajasthan. NSIC/MSME registered bidders must submit of valid NSIC/MSME registration certificate for exemption of EMD.
Performance Security Deposit/ Security Deposit (PSD / SD) to be deposited by successful bidder	5% of the Annual Contract value

# ABOUT UNIVERSITY:

The Central University of Rajasthan (A grade by NAAC) has been established by an Act of Parliament (Act No. 25 of 2009) in March, 2009. The University is funded by the Ministry of Education, Government of India through its nodal agency University Grants Commission, New Delhi. The University is functioning from its permanent campus at Bandarsindri, spread over 518+ acres of lush green campus. Presently, this University is offering various 75 Diploma/UG/PG/Ph.D. programmes and about 2000 students (boys and girls) and staff are currently residing in the campus.

At present more than 2200 Students and approx. 200 Teaching and Non-Teaching staff and their family members are residing in the campus which belongs to 23 States and 5 Union Territories.

**LOCATION:** The University campus is situated at Bandarsindri about 20 Kms distance from Kishangarh, 46 Kms from Ajmer, 85 Kms from Jaipur, Rajasthan and about 1.5 Kilometers from the National Highway (NH-8).

## **INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS**

- 1. The tenders are being invited for Integrated Security Manpower Services with Vehicle and Equipment's. Detailed information regarding the items, application / tender forms, EMD details, specifications, terms and conditions can be downloaded from the following websites: <u>https://curaj.ac.in/tenders</u> or <u>https://eprocure.gov.in/</u>
- 2. The interested bidders shall submit their tender(s) both technical bid and financial bid. The bidders shall submit all the documents as per Eligibility criteria for bidding including complete profile of the agency as per Annexure -II.
- 3. Any corrigendum to this tender will be notified through the aforesaid websites only. The undersigned reserves the right to accept or reject any or all the bids without assigning any reason at any stage.
- 4. The Bidder is expected to examine all instructions, eligibility criteria, forms, terms and conditions in the tender document. Failure to furnish complete information as required with reference to the tender document shall result in rejection of the bid.
- 5. EMD of unsuccessful bidders will be returned to them without any interest after expiry of the bid validity. EMD of the successful bidders will be returned after receiving performance security in CURAJ and after signing the contract agreement. EMD shall be forfeited if the bidder withdraws his bid during the period of its validity.
- 6. The bidder shall submit the technical bid and financial bid in the separate sealed covers, clearly super-scribing technical bid for providing Integrated Security Services and Financial Bid for providing Integrated Security Services for Central University of Rajasthan respectively. These two sealed covers shall be put in another cover which should be sealed and signed and dully super-scribed tender for providing Integrated Security Services for Central University of Rajasthan.
- 7. The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of bid document.

8. Address for submission of Bids at CURAJ.

The Registrar Central University of Rajasthan NH-8, Bandarsindri, Kishangarh Ajmer (Rajasthan) – 305 817, INDIA

# Integrated Security Manpower Services with Vehicle and Equipment's-Number of Persons and Place of work

The Central University of Rajasthan requires Security manpower, shift wise, each 8 hours duty, round the clock 24x7 basis, for the whole year.

Designation	Eligibility for the post	Total No. of employees across three shifts
Security Supervisor	Junior Commissioned Officer or equivalent Ex-serviceman not more than 55 years of age and should have valid LMV driving licence.	03
Security Guard (Ex- servicemen)	Trained guard, Not more than 50 years of age.	20
Security Guard (General)-including eight (08) lady guards.	Trained guard, age between 30 to 45 years.	30

Note – Additional relievers may also be required for the above said deployment. 20 of security guards should be ex-servicemen. Medical check-up report and Character & Antecedent reports of all the employees must be done prior to his/her deployment in the Central University of Rajasthan. Out of the total 30 security guards (General), the agency shall provide at least 08 lady security guards. University reserves the right to decide the number of ex-serviceman and General security guards as per the requirement from time to time.

# **ELIGIBILITY CRITERIA FOR THE BIDDERS/ AGENCY:**

- 1. The bidders/ agency shall have sufficient experience of at least of 7 years of working (to be counted up to the last date of submission of the bids) in the field of providing security manpower to the Govt./Private organizations.
- 2. The Agency having at least three years of experience of providing security services in a Central University/NIT/IIT/IIM/IISER/IISC/IIIT/ISM/NIPER or any such higher Educational/Training /Research Institution of Government of India/State Government. Certificate to this effect should be provided, issued by the concerned University / Institution.

- 3. The agency should be maintained a National level profile and having its offices in various cities and providing/provided Security services in last two years at least in 7 States/UT's in India.
- 4. The agency having a well-established office in any city of Rajasthan preferably in Ajmer / Jaipur city.
- 5. Minimum average Annual turnover of Rs. 10 Crore during the last 4 Financial Years i.e. 2017-18, 2018-2019, 2019-20 & 2020-21. A copy of audited Annual Accounts for FY 2017-18, 2018-19, 2019-20 and 2020-2021 must be submitted.
- 6. Financial Solvency of Rs 1 crore for which certificate duly signed by the Bank manager/authorized official of a commercial Bank must be submitted.
- Minimum of five clients with minimum Annual contract value of Rs. 2 crore each, during last four years out of which at least two clients should be from higher educational institutions at National Level. (ANNEXURE – III)
- 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 are 2017-18, 2018-19, 2019-2020 and 2020-2021 and TAN/PAN Card/and certificate of GST registration should be available and submitted the same.
- 10. The Agency must have a valid Training Centre in Rajasthan for training of Security Manpower.
- 11. Agency must be Registered under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 should be submitted the certificate of the same.
- 12. All turnover and other financial figures will be considered for Security Services only during evaluating technical evaluation. In case, if any financial value of other product/services of the agency is included in the turnover, the same may not be considered and agency / bidder may be disqualified during the process of technical evaluation.
- 13. ESI Registration Certificate should be available and submitted the same.

(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 without any further reference, whatsoever.)

# EMD EXEMPTIONS:

- 1. Bidders have to submit EMD in the Technical bid.
- 2. Bids received without EMD will not be considered and summarily rejected.
- 3. Any attempt to negotiate directly or indirectly on the part of the Bidder with authority competent to finally accept the tender or influence the acceptance of the tender by any means will result his tender excluded from consideration.
- 4. This office reserves the right to accept or reject any bid without assigning any reason at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for this Office's action.

- 5. It requires that this office as well as bidder observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, this office will reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. It will declare a firm ineligible either indefinitely or for a stated period of time for award of the contract if, at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.
- 6. Tenderers are requested that, before quoting their rates or filling tender, the tender form may please be read out thoroughly (line by line), otherwise the Competent Authority of this office will not be held responsible for any error/oversight of his own. Manpower Service Agencies intending to participate in the rate contract should first ensure that they fulfill all the eligibility criteria as prescribed under the terms and conditions mentioned herein before, otherwise the tender will be summarily rejected.

## **BID EVALUATION:**

- 1. Bids, in respect of which EMD has been furnished, will only be considered for technical evaluation. Technical evaluation is based on fulfilling eligibility criteria as prescribed by the university.
- 2. Financial bids of technically qualified bidders will be considered for financial evaluation.
- 3. Subject to satisfaction of all terms and conditions of this tender, the bidder quoting the lowest amount of the total of the (i) monthly Administrative/ Management/ Service charges and (ii) monthly charges for providing equipment's, vehicle, two sets of Uniform, fuel upto 1500 kms etc.(As per Annexure-V, Financial Bid Document) shall be awarded the contract. If more than one bidder quotes the lowest rate, the buyer shall have option for placement of contract on any one of the L-1 bidders based on any criteria as deemed fit by the Buyer with appropriate internal approvals.

## **DURATION OF CONTRACT:**

The contract will initially be for one year and CURAJ reserves the right to curtail or to extend the period of contract on the same rates and terms and conditions. The maximum extension period is two years subject to review of performance in every six months.

## **AWARD OF CONTRACT:**

- 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.
- 2. The successful bidder will be required to execute an agreement within a period of 21 days from the date of issue of Letter of Intent/Work Order.
- 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 the period. The Performance Security shall be in

the form of an Account Payee DD, Fixed Deposit Receipt or Bank Guarantee; 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.

4. 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.

# FUNCTIONS AND ROLE OF SECURITY AGENCY IN CURAL

- **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 or any Officer designated for this purpose.
  - 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 and ensuring proper parking and control of vehicles at parking 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 arrangements and improvement.
  - n) To be fully prepared to deal with any fire/security/natural calamity exigencies.
  - o) To ensure that 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 has a prime role, 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 monkeys, snakes, reptiles, stray animals or wild animals during emergency situations, without violating any provisions of relevant Acts. Wild Life management shall also be the responsibility of Security Agency.

## **GENERAL TERMS AND CONDITIONS:**

- 1. The Security personnel will report to the Designated Officer/authorized person and follow his/her instructions.
- 2. The Bidder must be registered with the statutory Central and State authority viz., ESI, EPF, Income Tax, GST Registration etc., and should have a valid Central Labour License /

obtain valid Central Labour License for supply of manpower as mentioned in the tender document. All existing statutory regulations of both the State as well as the Central Governments, shall be adhered to by the contractor and all records maintained thereof shall be available for scrutiny by this Office. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice.

- 3. The contractor should pay the personnel a minimum wage at the prevailing rate fixed under the Minimum Wage Act. During the contract period if any statutory increase of wages/ DA, etc is to be maintained based on the Circulars/Notifications issued by the Office of the Chief Labour Commissioner, Ministry of Labour & Employment, Government of India from time to time. Any breach of this condition will result in the immediate termination of the contract.
- 4. The EPF,ESIC, Bonus, Leave encashment, Gratuity, Wages in lieu of National holidays, other allowances etc., shall be payable to the Security manpower as per the prevailing rates of the Govt. of India issued from time to time in this regard. The Agency may claim it as reimbursement as per the Govt. of India guidelines.
- 5. The Contractor should furnish copies of all remittance challans /receipts of statutory levies paid in respect of EPF, ESI, GST, etc. of previous month along with the claim/bill of current month.
- 6. No wages / remuneration will be paid to any staff for the days of absence from duty.
- 7. The service charges/rates quoted by the agency shall be fixed for the contract period and no request for any change / modification shall be entertained before expiry of contract period.
- 8. The contractor should ensure that wages are paid on or before 7<sup>th</sup> of every month.
- 9. Payment to the contractor will be made by NEFT/RTGS/ECS only, on presentation of the bill. Income Tax, GST and other taxes, if any shall be deducted at source as per the rates notified by the respective authorities.
- 10. The contractor shall indemnify and keep this Office indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this Office shall not be liable for any damages or compensation to any personnel or third party.
- 11. All damages caused by the personnel to the property of the Department shall be recovered from the contractor.
- 12. This Office reserves the right to terminate the contract at any time without giving any notice or reasons whatsoever.
- 13. The contract will be in force for a period of one year from the date of award of contract. This Office reserves the right to extend the contract further, subject to satisfactory performance of the contractor.
- 14. Bank Guarantee from a reputed bank for 5% (Five) of Annual Value of the contract as performance guarantee from the successful bidder. In case of deficiency of service / loss due to negligence, this guarantee will be invoked in addition to any other action that may be initiated including termination of contract. The guarantee will be valid during the contract period and also two months after the end of the contract period.
- 15. The service provider shall fill in the required details as per annexure and enclose the supporting documents which does not contain any ambiguity. Incomplete enclosure of documents shall be rejected and the tender shall be disqualified

- 16. Any dispute arising out of the agreement or that, which may arise in future, shall be resolved by taking recourse to mutual settlement, failing which the dispute will be subject to courts of Kishangarh / Jaipur jurisdiction only.
- 17. There is no Master and Servant relationship between the employees of the service provider and this office and further that the said person of the service provider shall not claim any absorption in this office or the Government of India.
- 18. The service provider's person shall not claim any benefit / compensation / absorption / regularization of services from / in this office under the provision of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to this office.
- 19. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential /secret nature.
- 20. The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed him. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the officer In-charge upon any matter arising under the clause shall be final and binding on the agency.
- 21. The service provider shall not assign, transfer, pledge or sub contract the performance of such services without the prior written consent of this office.
- 22. The transportation, food, medical and other statutory requirement under the various Acts / Government Regulations in respect of each personnel of the service provider will be the sole responsibility of the service provider.
- 23. The service provider shall ensure proper conduct of his persons in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, tobacco, loitering either individually or in groups.
- 24. The character of antecedents of each personnel of the service provider will be got verified by the service provider before their deployment and a certification to this effect will be submitted to the Office.
- 25. The Central University of Rajasthan, Bandarsindri may at its discretion at any point of time during the validity of the contract, require the service provider to dismiss or remove from the site of work, any person or persons, as employed by the service provider, who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements.
- 26. The security guards shall perform their duties diligently and afford protection to the entire premises of the offices indicated above that includes the open areas & the built up areas, its movable and immovable properties, check all vehicles, maintain entry/exit registers, give instructions to park private vehicles at proper place, watch the movements of public/visitors and alert the officer-in-charge concerned in alarming situations, apart from attending to such other duties as may be assigned by officers concerned from time to time. The guards should be skilled in traffic management and handling of firefighting equipment's. The guards should be able to read, write and speak in Hindi.

- 27. The Security Guard deployed at the University main gates shall ensure proper entry of the outside visitors, issue of visitor pass to the visitors for movement in the campus to maintain records of the visitor pass on daily basis.
- 28. The security guards shall be vigilant so that no person shall carry away any articles belonging to the office, out of its premises without proper authorization from the officer nominated to authorize such movement or issue Gate Pass, and in such an event, he shall immediately inform the officer-in-charge concerned and act in accordance with the instructions given by him/her from time to time.
- 29. The Security agency will be responsible for the discipline of the Security Personnel employed by them. A senior officer of the agency should visit and check the Security staff in different shifts periodically, monitor their performance and report to the officer concerned on a regular basis.
- 30. In case the security guards provided by the agency to this Office are found to indulge in any undesirable or unfair activities in the premises of the office, the agency will be solely responsible for all the consequences and this Office shall be at liberty to lodge complaints before appropriate authorities and demand the service provider to remove such person from duty which shall be complied with forthwith.
- 31. In case of any theft/pilferage of any property belonging to the Office the concerned officer-in-charge shall inform the Security Agency and register complaints with the police. It will be the responsibility of the Security Agency to pursue the matter with the police with the assistance of the concerned officers in the Department.
- 32. Only able bodied, physically fit, well-trained, disciplined and honest personnel shall be appointed for duty. No Person shall be deployed below 21 years of age.
- 33. The security agency shall provide proper two sets of uniform as per weather conditions with required accessories such as whistle, torch lights, batons, etc., to the security guards and shall ensure that their turnout is smart in all respects. Rain boots and rain coats should be provided to them during the rainy season.
- 34. The Security Agency shall provide extra person(s) if desired by the Office, during the period of this agreement at the rates already agreed in this contract.
- 35. The University reserves the right the deploy security manpower at any post / place in the campus as well outside the campus considering the requirement/ emergent circumstances.
- 36. It is mandatory for the service provider to pay a minimum wage at the prevailing rate fixed under the Minimum Wage Act prescribed for Watch and Ward without arms (Industrial worker), based on circular/Notifications/Order issued by the Office of the Chief Labour Commissioner, Ministry of Labour & Employment, Government of India from time to time.
- 37. The rates and prices quoted by the Bidder shall be exclusive of Service Tax/GST. The Service Tax/GST, if payable, will be as per actuals. However, GST and/or other statutory levies if any, should be quoted separately.
- 38. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.
- 39. Conditional bids/ offers will be summarily rejected.
- 40. 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.

- 41. 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.
- 42. 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.
- 43. Payment shall be made as reimbursement on monthly basis after receipt of bill along with duly verified required attachments, conforming to all requirements properly and duly certified & recommended by designated officer of CURAJ.
- 44. The service provider shall be responsible for compliance of all labor laws and statutory requirements, ESI/insurances pertaining to his employees. He/she should indemnify CURAJ against any claim in this account. He/she must retain sufficient reserves of manpower to cater leave, weekly offs, medical problems, holidays or any other exigencies etc.
- 45. 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.
- 46. 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.
- 47. 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.
- 48. Consumption of liquor, smoking cigarette, bidi, chewing pan/Gutkha etc. and items under NDPS Act are strictly prohibited inside CURAJ premises. Non-Compliance may lead to suitable penalty /termination of contract
- 49. Daily attendance of security personnel as per Section 78 in the Contract Labour (Regulation and Abolition) Central Rules, 1971 and PSARA 2005 is to be verified by the designated Officer of CURAJ.
- 50. Every claim bill is to be verified/certified by the designated Officer of CURAJ.
- 51. Employees of the service provider shall be adequately trained and perform the duties to the satisfaction of the University.
- 52. 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,
- 53. 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.
- 54. 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 details of the staff within one month of commencement of work.

- 55. 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.
- 56. The Agency, shall be responsible for any type of statutory/ mandatory claims or penalties due to default with reference to the above provisions.
- 57. 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.
- 58. 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.
- 59. 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 penalty clauses.
- 60. The Security services shall be meant for the whole Campus of CURAJ or as per the directions of CURAJ authority.
- 61. 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.
- 62. If any complaint of misbehavior and misconduct by the Security Guard 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 itself be responsible to make good for the losses so suffered by CURAJ.
- 63. 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.
- 64. The consideration payable under the contract remains same throughout the currency of the contract, excepting revision of minimum wages and statutory provisions as notified by the GOI from time to time.
- 65. The Agency shall not engage any sub-Agency or sublet/transfer the contract to any other agency/person in any manner.
- 66. 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/take drugs/use abusive language or unparliamentarily language 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 Officers authorized shall be done diligently and well in time.
- 67. Tax deduction at source shall be governed by the prevailing rules.
- 68. 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.
- 69. 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.
- c. Reject all applications and cancel the Tender.
- d. Consider the age relaxation to the ex-servicemen only.
- e. In case of unsatisfactory performance the service provide shall be barred from bidding for any service in CURAJ for next five years.
- 70. The University shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Registrar/designated Officer of CURAJ. CURAJ shall neither be liable for any such actions nor be under any obligation to inform the Applicants.
- 71. There shall be integrity pact to be signed by both the party as per CVC guidelines (As per Annexure-VI).

S. No	SECURITY SERVICES	FREQUENCY	KPI (INDICATORS)
1	MANNING CURAJ PREMISES		
	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

# **KEY PERFORMANCE PARAMETERS**

2	FACILITY - O&M				
	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	EMERGENCY SERVICES/ ASSISTANCE SERVICES				
	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 - Fore sprinkler, extinguishers, coordination with firefighting agencies etc.	Quarterly mock drills & whenever the event happens	Activity log, event log, plan of action		
	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		
4	MONITORING / SURVEILLANCE SERVIC	CES			
	Manning and operating the CCTV, security cameras, proximity access devices, service lane services etc.	24 hours	Physical inspection, error log, event logs		

## **REQUIREMENTS OF CURAJ:**

- 1. 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.
- 2. 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, Central Library etc.
- 3. 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 to follow the relevant instructions given.
- 4. 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.

- 5. The agency will be responsible for protecting CURAJ property and report of damages due to accidents and events.
- 6. The Agency will deployed manpower as per the requirement for monitoring of CCTV in the campus and maintained proper record in this regard and inform to the University officials from time to time for any necessary incident.
- 7. The agency must ensure to maintain a proper database with incident reporting every fortnightly/monthly and for the key positions like control room for access & CCTV for any untoward incidents and other minor incidents.
- 8. 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:

# List of Equipment to be provided by the agency at the time of starting of the work:

Nomenclature	Qty (Nos).
Hand Held Walkie-Talkie	15
Pedal Cycles	05
Hand Held Metal detector	04
DFMD	04
Mobile (CUG)	10
Search mirror with light	02
e-attendance monitoring system (Biometric) for Agency's security personnel	01
Patrolling vehicle (of make of 2020 or later) for average travel of 1500	01
Kms per month (Four Wheeler) with arrangement of Driver and fuel.	
Additional fuel charges of Rs. 5.00 per KM beyond the 1500 KM will be	
reimbursed by the University.	

# 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.
- 2. 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.
- 3. The existing cafeteria/canteen facilities of CURAJ can be utilized by the personnel of the Agency on payment basis.
- 4. The University will provide some barracks for security guards as per the University rates.

## SUPERVISION & QUALITY CONTROL:

- 1. CURAJ shall have the right to terminate the contract of the services rendered by the Agency, which are not of the requisite standard.
- 2. 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.

# LIABILITIES OF SERVICE PROVIDER:

- 1. The guards supplied by Agency shall be trained at least Secondary passed out and wellmannered with proper uniform.
- 2. The Agency shall make available the necessary details of the deployed manpower to the University from time to time.
- 3. The shift of the guards shall be rotated periodically and a roster shall be maintained for ensuring the same.
- 4. 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.
- 5. The Agency shall pay its employees salary in to their respective bank account through ECS (mandatory requirement) on or before 7<sup>th</sup> of every month. The ECS statement of monthly salary payment duly verified by bank official would have to be submitted with bill for reimbursement.
- 6. 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.
- 7. 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.
- 8. 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.
- 9. Weekly, fortnightly and monthly training of all the personnel deployed must be organized as per training program and time to time CURAJ should be intimated.
- 10. 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.
- 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 and vehicle etc.

- 13. The Agency shall provide lady guards as per University need, whenever asked for.
- 14. The Security Agency shall maintain a Suggestion Book at the main entrance gate with Signature of the Tenderer with Seal & Date which will be made available to the supervisory staff of the University Security and the residents / employees of the campus.
- 15. Weekly off: Employees of the Security Agency shall be provided one day off during each week.
- 16. Duty Shifts: The Security services will be organized in Three Shifts, each being of 08 (Eight) hours. However, no Security Guard/Supervisor shall be allowed to perform continuous duty beyond one shift. The security agency shall have the discretion to rotate the duty of security personnel from one shift to another as per the requirement. Timings of duty shifts shall be from 06:00 hrs to 14:00 hrs, 14:00 hrs to 22:00 hrs, and 22:00 hrs to 06:00 hrs. The University may also define different duty shift from the above considering the any other requirement of the University for time being arrangement.
- 17. The security personnel shall remain on duty for a total of 08 (eight) working hours in a day. The personnel shall not leave his/her guard post until his/her reliever reports for duty.
- 18. Checking of Guards: The Security Agency shall have a proper system of checking security guards on duty especially during night. Records of the same shall be effectively maintained in proper registers and shortcomings, if any, shall be immediately rectified. Security Guards shall be checked four times in 24 hours i.e. twice during day and twice in Shift C as per Patrolling Program.
- 19. No person who has been convicted by a competent court/who has been dismissed or removed on grounds of misconduct or moral turpitude while serving in any of the armed forces of the Union, State police organization, Central or State Governments or in any private security agency shall be employed or engaged as a private security guard or supervisor. (How to ensure this) (an undertaking should be taken by them and should be submitted by the Agency)
- 20. The security personnel who have not performed satisfactory services during his deployment at CURaj during past years shall not be employed or engaged as a private security guard or supervisor.
- 21. No employee of the Agency shall work for more than 26 days in a month or as specified by Labour Laws. No employee of the agency shall be deployed over time. No overtime wages will be paid by the University.
- 22. Agency shall abide by all applicable laws of the land not limited to Acts related to ESI, PF, Bonus, Income Tax or any other extra taxes levied by the Government Companies Act, TAX Deduction liabilities, Welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein. Any such onus/liability/requirement to be met shall be the exclusive responsibility of the Agency, and it shall not involve the University in any way what-so-ever.
- 23. Maintenance of Individual Dossiers. Security Agency shall ensure that before deputing the security staff, they have verified the antecedents of all their staff and shall provide to Institute, a complete Dossier of each security personnel proposed to be deployed along-with their records of police verification, and medical examination certificate in original. Non-compliance with this provision will be deemed to be violation of contract and shall render the security agency for penal action against it.
- 24. Under no circumstances payments will be made in cash.
- 25. Removal of Security Personnel. Personnel deployed by the Security Agency in the Institute shall immediately be removed from his duties on administrative grounds if the University considers such removal necessary. Security Agency shall also immediately remove any personnel who is found not to be discharging his/her duties properly or of

doubtful character. In case of removal of such personnel, the University shall be absolutely immune from any claim, whatsoever, in this regard

- 26. The Contractor will maintain an attendance register in which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The register shall remain available round the clock for inspection by the designated Officer of the University. Besides, the Contractor shall also maintain other statutory registers viz.; Leave Register, Overtime Register, Occurrence Register, Payment Register etc as per Section 78 in the Contract Labour (Regulation and Abolition) Central Rules, 1971 and PSARA 2005.
- 27. Any liability arising out of any litigation (including those in Consumer Courts) due to any act of Agency's personnel shall be directly borne by the Contractor including all expenses/fines. The concerned Agency's personnel shall attend the court as and when required.
- 28. During the course of contract, if any Agency's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Institute shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Security.
- 29. Security agency will maintain following documents:

# (a) For Internal Inspection

- (i) Daily Attendance (P) Register
- (ii) Guard Checking Register
- (iii) Shift Roster Register
- (iv) Warning/punishment Register (Centrally)
- (v) Visitors Register at gates
- (vi) Vehicle in/out Register
- (vii) Keys In/Out Register
- (viii) Stock/Assets In/Out Register
- (ix) Water Tanker in/out record Register
- (x) Transport coupon record Register
- (xi) Lost and Found Register
- (xii) Post Handing/Taking over Register
- (xiii) Patrolling vehicle km run record Register
- (b)**For External Inspection:** as per Section 78 in the Contract Labour (Regulation and Abolition) Central Rules, 1971 and PSARA, 2005.

## 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. Payment shall be made as reimbursement on monthly basis after receipt of bill along with duly verified required attachments, conforming to all requirements properly and duly certified & recommended by designated officer of CURAJ.
- 3. Payment from CURAJ shall be made by electronic fund transfer to the Tenderer's / Contractor's account by NEFT or RTGS/PFMS for which purpose the Tenderers are

expected to submit their complete bank account details that are required for making electronic transfer.

- 4. Penalty imposed on the Agency would be deducted from the due payment and would be reflected in monthly payable amount.
- 5. 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 for the respective category of worker, and as being charged from CURAJ, the employee shall be paid at least the quoted).
  - b. Monthly Statement of ESI payment, duly attaching an authenticated document.
  - c. Monthly Statement of EPF payment, duly attaching an authenticated document.
  - d. Proof & detail of GST paid.
  - e. Attendance sheets duly checked & verified by the Agency's authorised signatory.
  - f. Statutory norms compliance certificate certifying as per Section 78 in the Contract Labour (Regulation and Abolition) Central Rules, 1971 and PSARA 2005.
- 6. University shall make payment to the Agency on the raised bill unless some adverse report has been recorded or clarification sought from Agency.
- 7. 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.

## 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 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.
- 2) Designated committee or Designated officer in charge of CURAJ shall have the right to impose a penalty up to Rs. 5000/- 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 repetition, 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:

- a) If the personnel working in Security are not found in proper uniform and displaying their photo identity card.
- b) If the personnel found indulging in smoking/drinking/sleeping or any other

misconduct during duty hours.

- c) If the behavior of security personnel(s) found is discourteous to anyone in CURAJ including staff or students.
- d) 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.
- e) 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.
- f) If any security personnel leave his duty post without reliever or proper handing/taking over the charge.
- g) 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.
- 3) If the Agency fails to make payment of wages to the employee on or before 7<sup>th</sup> of every month or does not make full payment, then a fine of Rs 20,000/- (for each month) will be imposed upon the Agency and the same will be recovered against the due amount w.r.t. Section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970, and the University is privileged to make payment of wages in full or the unpaid balance due and amount will be recovered from any amount payable to the Agency.

# 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.
- 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 there of 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.

# <u>Risk Purchase:</u>

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.

# **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 proceeding 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 Kishanagrh/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 of High Court, it shall be the jurisdiction of High Court of Rajasthan, Bench at Jaipur.

## **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 seat of the arbitration shall be CURAJ, Distt. –Ajmer, Rajasthan, India.

## 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.

## **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 performance of the Agency is found to be non-satisfactory after periodical review.

- ii. 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.
- iii. If the Agency becomes insolvent or bankrupt.
- iv. 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
- v. 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.
- vi. If CURaj at its sole discretion, decides to terminate this Contract.

# Exclusive Right of the Central University of Rajasthan:

The Central University of Rajasthan has full and exclusive right to accept or reject partially or in whole any bid or tender and / or withdraw the L.O.I. / Work Order/Contract without assigning any reasons, whatsoever.

#### ANNEXURE – I (To be submitted with technical bid)

## DECLARATION

1. I <u>,</u>	Son/ Daughter /wife
	, , ,

of Shri\_\_\_\_\_Proprietor/ Director, authorized signatory of the

Agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;

- 2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them;
- 3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:

Place:

Seal:

Full Name:

#### ANNEXURE – II (To be submitted with technical bid)

## **PROFILE OF THE CONTRACTOR / TENDERER**

Sl.	Particulars	To be filled in by the Tenderer
No		
1.	Name of the Agency	
2.	Date of establishment of the agency.	
3.	Detailed office address of the Agency with office telephone number, Fax number and Mobile number and the name of the contact person(s) and email ID	
4.	Whether registered with all concerned Government authorities (PF/ESI etc.) (Copies of all certificate of registration to be enclosed.)	
5	PAN/ TAN Number (Copy to be enclosed)	
6.	GST Number (Copy to be enclosed)	
7.	Licence under "The Private Security Agencies (Regulation) Act, 2005(Copy to be enclosed)	
8.	Whether the firm is blacklisted by any Govt. Department or any criminal case is registered against the firm or its owner / partner anywhere in India. Please attached an Affidavit stating that the agency is / has not been black listed by Centre/ State Government/ PSU etc.	
9.	Length of experience in the field	
10.	Client list as per annexure III	
11	Whether agency profile is attached?	

Signature of the Tenderer or Authorized signatory Of the Tenderer with seal of the Firm/Agency.

#### ANNEXURE – III (To be submitted with technical bid)

# **Details of the existing contracts**

S.No	Name and Address of the organization, Name, Designation and Telephone / Fax No. of the officer concerned	In Government/ Private Sector	Details regarding the contract including manpower deployed	Value of Contrac t (Rs.)	Duration Contract	
					From	То
1.						
2.						
3.						
4.						
5.						

Signature of the Tenderer or Authorized signatory Of the Tenderer with seal of the Firm/Agency.

Date:

Full Name:

Place:

Seal:

## ANNEXURE – IV

## TECHNICAL BID CHECK LIST

S.No.	Documents	Remarks
		Yes/NO
1.	EMD Declaration	
2.	Copy of Registration/Incorporation of the	
	company/Firm/Agency	
3.	Proof of 07 Years' experience or more as Security	
	Manpower supplier	
4.	Proof of three years of experience of providing security	
	services in a Central University / NIT / IIT / IIM / IISER /	
	IISC /IIIT / ISM/NIPER or any such higher	
	Educational/Training /Research Institution of	
	Government of India/State Government.	
5.	List of Offices with complete address in India	
6.	Copy of working experience in different states/UT's in the	
	previous two years.	
7.	Address of the Office in the Rajasthan.	
8.	Copy of the Annual Audited accounts of the agency of FY	
	2017-18, 2018-19, 2019-20 and 2020-21.	
9.	Certificate of Financial Solvency of Rs. 1 Crore issued by	
	the Bank Manger/authorized official of a Commercial bank	
10.	Copy of last 04 years Annual Income Tax Returns	
	FY 2017-18, 2018-19, 2019-20 and 2020-21.	
11.	Copy of proof of established Training Centre of the Agency	
	in Rajasthan.	
12.	Copy of PAN	
13.	Copy of GST Registration	
14.	Copy of EPF Registration	
15.	Copy of ESI Registration	
16.	Copy of valid Labour license under contract Labour Act	
	1970 for engagement of manpower	
17.	Copy of License under "The Private Security Agencies	
	(Regulation) Act, 2005 issued by the appropriate authority	
	of Rajasthan state.	
18.	Satisfactory work completion certificate.	
19.	Any other statutory Registration	

#### ANNEXURE –V

## Financial Bid Document

No.....

Date.....

To The Registrar Central University of Rajasthan Bandarsindri-305817 District-Ajmer (Rajasthan)

> Subject: Financial Bid for award of contract for Integrated Security Manpower Services with Vehicle and Equipment's

Sir,

With reference to your NIT for providing "Integrated Security Manpower Services with Vehicle and Equipment's" dated.....on the subject mentioned above, I/we quote the rate (%) of Administrative/Management/Service Charges and the charges for providing equipment's, vehicle, fuel upto 1500 kms etc., (on monthly wage bill exclusive of GST) as given below:-

S. No.	Particulars		Charges
			(in Rs.)
01	Administrative/ Management/ Service charges to be quoted in Rupees per person per month.*		
	Per person per month charges x 53 security manpower as per tender.	А	
02	Monthly charges to be quoted in Rupees for providing equipment's, vehicle, two sets of Uniform, fuel upto 1500 kms etc., as per NIT (on monthly wage bill exclusive of GST)	В	
03	Total	(C=A+B)	

\* Minimum 30 person per month charges will be borne by the University.

The L-1 shall be considered based on the value received in Sr. No. 3 i.e. "C" in respect of technically qualified bidders.

Signature of the Tenderer or Authorized signatory of the Tenderer with seal of the Firm/Agency.

#### <u>ANNEXURE VI</u>

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

#### **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)

WHEREAS the Principal / Owner has floated the Tender (NIT No. **CURAJ/R/F...../2022-23/..... date:.....**) (Hereinafter referred to as "Tender/Bid") and intends toward, under laid down organizational procedure, contract for – Providing Integrated Security Manpower services with Vehicle and Equipment's 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:

#### Preamble

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a 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 will, during the tender process treat all Bidder(s) with equity and reason. The Principal 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 will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC /PC Act, or if there be a substantive Suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

#### Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during 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's employees involved in the tender process or the 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 introduce cartelisation 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 address of agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractors(s). Further, as mentioned in the guideline all the payments made to the Indian agent/ representative have to be in Indian Rupees only.
  - 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.

- f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

#### Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

#### Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### Section 5 - 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 as per the procedure mentioned in "Guidelines on Banning of Business dealings".

#### Section 6 - Equal Treatment of all Bidders/Contractors/Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s) Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all

Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Registrar, CURaj.

- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub- contractors.
- (4) The Monitor is under contractual obligation to treat the information and documentation of the Bidder(s) Contractor(s)/ Sub- contractor(s) with confidentially. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, SAIL and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Registrar, CURaj within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Registrar, CURaj, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Registrar, CURaj has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor'** would include both singular and plural.

#### Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

#### Section 10 - Other provisions

- i. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- ii. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- iii. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- iv. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

- v. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- vi. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the P (Office Seal)	rincipal)	(For & On behalf of Bidder/ Contractor) (Office Seal)
Place		
Date		
Witness 1:		
(Name & Address)		
Witness 2:		
(Name & Address)		