

MAHARASHI DAYANAND UNIVERSITY

TENDER NOTICE

Sealed tenders are invited from DGR empanelled Security Agencies only for providing the Security Services on the Campus so as to reach the undersigned up to 16/06/2014 by 2.30pm.,which shall be opened the same day at 3.00 pm in the office of the undersigned ,in the presence of the tenderers or their authorized representatives who may like to be present. A pre bid meeting of the interested agencies shall be held on 11/06/2014 at 4.30pm to clarify doubts, if any.

The documents costing Rs. 5,000/- can be purchased in person from Controller Security or by post or may be downloaded from University Website i.e. www.mdurohtak.ac.in with related details .Payment of the document fee can be made in cash or Bank Draft drawn in favour of Finance Officer,M.D.University,Rohtak. Tenders not accompanied by document fee and earnest money and those found incomplete or received late shall be rejected straightway.

CONTROLLER SECURITY

MAHARASHI DAYANAND UNIVERSITY ROHTAK

TENDER FORM FOR OUTSOURCING SECURITY SERVICES

Sr. No. _____

Advertisement No. _____

Tender Form issued to M/S. _____

For outsourcing security services.

Signature and Stamp of Issuing Officer

Please Attention: Tender will be allotted to only that agency who qualify technically, and quoted the lowest service charges. DGR rates approved by the Ministry of Defense, Govt. of India will be applicable. EPF and ESI contributions will also be applicable as per existing rules and regulations.

(PART-A)

General Terms and Conditions

(A-1) Request for issuance of tender form should be made on the letter head of the firm with stamp and addressed to the Registrar .Telegraphic/faxed/telexed/e-mail offers shall not be entertained.

(A-2) The tender form is not transferable.

(A-3) DGR rates will be applicable as amended from time to time, which include uniforms, whistles, torches, batons and other essential equipments.

(A-4) The firm should have never been de-barred and /or black listed. An Affidavit in this regard must be attached from First class Magistrate. It should be marked as **"Enclosure-A"**.

(A-5) In case a family member or close relative of the contractor /service provider is serving in the University in any capacity then a certificate to this effect must be recorded on the offer document Concealment of this fact will lead to the tender /contract being rejected as and when such a fact comes to light. A suitable certificate on the letter head to be attached.

(A-6) The Director of firm be in a position to be available to University Authorities on call as and when required.

(A-7) The contractor shall submit a copy of the registered partnership deed issued by Sub Registrar/Executive Magistrate. This shall be duly signed by the authorized representative. Proof of authorization of the authorized representative who has signed the tender documents will be attached .All such documents be marked as **"Enclosure-B"**.

(A-8) Each page of tender including annexures and enclosures must be serially numbered and signed by the authorized signatory.

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(A-9) Earnest Money of Rs. **1,50000/-** in the shape of **Demand Draft** drawn in the favor of Registrar, Maharashi Dayanand University, Rohtak , accompany the tender failing which the tender shall not be considered. Earnest money shall be forfeited if contractor backs out from the offer letter after opening of tender. Earnest money of the unsuccessful bidders shall be returned. D.D should be tagged as **“Enclosure C”**.

(A-10) A Pre bid meeting will be held in the office of Registrar, M.D.University, for any clarification of aspirants/tenderers before **three working days of the last date**. A notice to this effect will be placed on the web site of the university.

(A-11) The tender document can be purchased from the office of the Controller Security, M.D.University, Rohtak in person by cash payment of **Rs. 5000/-** on any working day up to **5.00 PM** . It can also be downloaded from university website **www.mdurohtak.ac.in** in that case a D/D OF Rs. **5000/** be also attached as a tender cost, and tagged as **“Enclosure D”**.

(A-12) The sealed tenders, complete in all respects must reach the Registrar, MAHARASHI DAYANAND UNIVERSITY, ROHTAK(Haryana)-124001, up to 5.00 pm of the last date as per advertisement. The tender shall be opened on the same day at 5.15 PM in the office of the Registrar, M.D.University, Rohtak. The agencies or their authorized representatives shall be allowed to attend the meeting of the tender opening committee at their own cost with an authorized letter.

(A-13) The tender rates quoted in a foreign currency will not be accepted. Rates should be filled up in **INR** carefully both in words and figures and without cutting, eraser or overwriting.

(A-14) Energetic and physically fit Ex-Servicemen only, below 60 years of age as on 01-01-2014, of various streams/Categories of the armed forces /para military forces shall be provided by the contractor on all positions with an exception of 10 female security guards. **Out of manpower to be provided at least 100% should be from Army/Air force and Indian Navy.**

(A-15) The terms and conditions of work on rates of payment in case of increase or decrease in strength of the personnel's will be the same as quoted in the tender.

(A-16) Tenders received after due date and time or found incomplete are liable to be rejected out rightly.

(A-17) Agencies shall follow two bid system and submit technical and financial bids separately. Both the bids shall be in sealed envelopes containing technical and financial bids shall then be sealed in the third envelope. Following must be superscripted on the sealed envelopes.

(i) Containing technical bid only: **Marked as “Envelope-1”**

“TECHNICAL BID FOR SECURITY SERVICES”

(ii) Containing financial bid only”: **Marked as “Envelope-2”**

“FINANCIAL BID FOR SECURITY SERVICES”

(iii) Containing both technical and financial bids: **Marked as “Envelope-3”**

“TECHNICAL AND FINANCIAL BIDS FOR SECURITY SERVICES”

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Envelopes without the above superscription will not be entertained.

(A-18) The **Financial Bid** will be opened only of those tenderers who qualify the **Technical Bid** as pre-qualification requirement as laid down in the tender document.

(A-19) The **contractor shall append the declaration with the tender** as attached with the tender form. This declaration be marked and attached as **Annexure-1**.

(A-20) Right of acceptance /rejection of any or all the tenders' rests with the university without assigning any reason and decision in all such matters shall be final and binding on all tenderers.

(A-21) The contractor shall indemnify/compensate MDU and its properties for all losses/claims caused/likely to be caused due to any omission/neglect/action, legal demand, prosecutions, attachments, on payments of taxes, non- clearance of liabilities, non –observance of statutory laws /rules of the local bodies/state/central government and like arising due to contractor's or its workmen's fault and /or any deficiency on their part.

(A-22) It must be noted that unsealed tender and / or tender not accompanied by EMD and those received after due date and time shall be rejected.

(A-23) The tender will be valid for a period of at least six months from the date of its opening.

(A-24) Contractor shall be responsible for safe custody and serviceability of any equipment, machine, tools and stores provided by the University to its workmen for day-to-day use.

(A-25) The contractor shall have to submit an **indemnity bond** to indemnify the University with regard to damage done/caused to any property of the university and with regard to any litigation whatsoever involving the rights and welfare of the personnel's engaged by it in connection with this contract.

(A-26) The university shall not be liable for discharging any financially, judicial, and or/administrative commitments made by the contractor to any entity whatsoever in relation to this contract. In respect of quantum of wages , procedure of payment and protection of other statutory rights of the employees, the contractor shall adhere to the following instructions of Govt. in letter and spirit:

- (i) The Contractor being the principal employer of its workmen, shall be solely responsible for fulfilling obligations towards its staff under various laws such as minimum wages Act, 1970 (Act 37 of 1970), Probation of offenders Act 1958 (Act 20 of 1958) , employees state Insurance act 1948 (Act 34 of 1948) as applicable and amended from time to time . The contractor shall be responsible for payment of wages to its staff and the rates fixed by **D.G.R**, New Delhi from time to time .The tender rates will be based on DGR rates New Delhi per month for whole including D.A as on date of tender plus EPF/ ESI as per rules plus service charges .
- (ii) The contractor will ensure the same and supply **monthly dossier** in the format enclosed at **Appendix-II TO THE UNIVERSITY** .Thereafter , tender rates of workmen will be adjusted to the extent of 100% of percentage increase. Rate will be rounded off to the nearest rupee. No other increase in tender rates will be statutory taxes/levies on service mentioned in the DNIT, which will be payable /deductible on actual basis.

- (iii) The contractor shall make payments of wages to its employee through bank transfer and in case of default, the university may consider terminating the contract.
 - (iv) In case of termination of employment due to reduction in requirement of staff, such workers who lose employment should be considered for re-employment by the contractor when he redeploys or engages staff to meet increased requirement of manpower.
- (A-27)** Each page must be signed and stamped.

(PART-B)

TECHNICAL TERMS & CONDITIONS

(B-1) The firm should be registered / empanelled with Director General of Resettlement, Government of India, Ministry of Defense New Delhi, Department of Ex-Servicemen Welfare. Proof to be attached and marked as **Annexure-III**.

(B-2) The firm should have experience of atleast three identical nature of works including atleast one running contract either of PSUs or Central Govt. offices or Universities, etc. The performance reports from the previous employers must be attached and marked as **Annexure-IV**.

(B-3) The firm should be in possession of the following:

- (i) Registered from Labour Dept. Haryana Govt. with certificate in any district of Haryana
- (ii) PASARA-License from Government of Haryana.
- (iii) ESI No.
- (iv) EPF No.
- (v) Service Tax No.

Note: The proofs of all these documents be attached and marked as **Annexure-V**.

(B-4) The firm should be in possession of ISO Certificate. **Proof to be attached as (Annexure-VI)**.

(B-5) The Annual turnover of the tenderer for running/present contracts should be at least 100 lakh per annum as per agreement and should be supported by Chartered Accountant Certificate. The supporting documents be attached and marked as **Annexure-VII**.

(B-6) The firm should have cleared the recent statutory obligations such as :- Service Tax, EPF and ESI supported by latest chalan up to March 2014 of the present job/jobs. A certificate to this effect be attached and marked as **Annexure-VIII**.

(B-7) The firm should give an undertaking that all Security Supervisors, Security Guards, will be Ex-Servicemen only, and undertaking to this effect to be attached and marked as **Annexure-IX**.

(B-8) The total man power to be provided will be approximately 150 guards including 10 female security guards and the number of manpower may be increased;/decreased as per requirement as approved by the University authorities from time to time. It will also be consistent with clause-(A-14).

(B-9) The agency should clearly intimate about the **Arbitration** case in which they are involved.

PART – C

FINANCIAL TERMS & CONDITIONS

(C-1) The university shall not be responsible for payment of any claim whatsoever made by an individual worker engaged by the contractor.

(C-2) Security deposit of Rs. 7 lac (including earnest money of Rs. 1.5 lac) will be deducted from the amount of the first five monthly bills and retained till the satisfactory completion of the service contract.

(C-3) The payment terms shall be as under:

(i) The contractor shall make the payment of remuneration to the workmen through **bank transfer** by the 7th of following month along with the proof of depositing contribution of EPF in respect of each workman; and shall claim from the university by enclosing the necessary supporting documents/proofs including photocopies of the I.D proof being ex- service persons put on job by the contractor.

(ii) Payments of the bills shall be made to the contractor at earliest possible after submission of bills and subject to satisfactory execution of the work as certified by the Controller Security. The certificate shall invariably be recorded on the bill itself. Recovery, if any may be adjusted in the subsequent bill.

(iii) Amount towards Income Tax and other statutory taxes/cesses/levies as applicable under govt. rule shall be deducted at source and deposited with the quarter concerned.

(C-4) If there is a deficiency in service , the deduction shall made from the following bill after giving a notice on each occurrence by the Controller Security with a copy to the Registrar and Finance Officer, M.D.University,Rohtak.

(C5-a)The university shall have the right to impose penalty ,adjust or deduct any of amounts on account of damages or losses/theft including loss of reputation caused to the university due to any act of omission or negligence by the contractor or his workmen from his running bills and /or his security deposit. The Registrar, M.D.University, Rohtak shall be the sole authority to decide the penalty in each such cases as follows:

(C5-b) Adequate trained manpower not employed as per terms of contract:-

Penalty:

Controller Security will assess the deficiency in service and cost saved by the contractor. The penalty shall be equal to the cost so saved plus 20% on each occurrence.

(C5-C) Service not provided properly:

(i)Say a given job is not carried out properly or there is a complaint of rude behavior by workmen engaged, etc. . In such eventuality, Controlling Officer, i.e. Controller Security may impose a penalty on the contractor @2000/- for each occurrence and intimate the contractor in writing immediately each time .Copy of all such letters shall be endorsed to Finance Officer.

(ii) In addition, the cost incurred by M.D.University in securing the deficient service to its satisfaction.

(C-6) Initially the contract will be awarded for a period of one year and can be extended /renewed on year to year basis up to next two years subject to mutual consent of both the parties provided the services of the agencies are found satisfactory.

(C-7) The financial bid will be filled up in the enclosed Performa and be attached and marked as **Annexure-X**

(PART-D)

POST ALLOTMENT TERMS & CONDITIONS

(D-1) The contractor/agency appointed for providing above services shall enter into a binding agreement/MoU with the University for the Execution of services wherein all the obligations of both parties shall be spelt out .

(D-2) Three registers shift wise will be maintained by the agency/contractor in the office of the controller security showing manpower deployed on daily bases, which will signed by the shift officer and countersigned by the controller security. It is the mandatory on the part of agency.

(D-3) Terms and conditions printed on invoice of the contractor if any shall not be binding on the university. Acceptance of the work order shall be construed as the contractor's complete agreement to all terms and conditions contained in the agreement to be signed by both parties.

(D-4) The dispute if any shall be subject to the jurisdiction of courts at Rohtak. Any other jurisdiction mentioned in the tender or invoice or any other documents of the contractor shall have no sanctity.

(D-5) Any dispute arising with regard to any aspect of contract shall be settled through mutual consultations and agreement between the contractor and the university .In case settlement is not arrived at, the dispute will come under the purview of the Indian Arbitration Act and the area of jurisdiction shall be Rohtak. The arbitrator shall be appointed by the Vice Chancellor with mutual constant of agency and M.D.University, Rohtak.

(D-6) The successful tenderer/contractor shall not engage overtly or covertly any sub-contractor or transfer the contract to any other person /firm either wholly or in part.

(D-7) Amendment to the agreement:

The obligation of contractor and of M.D.U will be spelt out in the agreement .However, during the operation of the agreement, circumstances may rise which may call for amendment or modification in the terms and conditions of the agreement. In such a situation, the amendments/modifications as may be mutually agreed upon shall be incorporated in the agreement.

(D-8) Doubts/Ambiguities: If any doubt or ambiguity arises as to the meaning and /or effect of any provisions of the agreement, the same shall be referred to the Vice-Chancellor for clarification and his decision thereon shall be final and binding on both parties.

(D-9) All instructions /directions of Controlling Officer and compliance reports etc. thereof by the contractor shall be in writing.

(D-10) Whenever there is duplication in any clause either in the terms and conditions of this tender or in those of the agreement, the clause which is considered more beneficial to M.D.U, Rohtak will be taken final.

DECLARATION

I/We (Name) _____ do hereby solemnly affirm and declare that the facts stated in Technical Bid No. _____ dated _____ and Financial Bid No. _____ dated _____ are correct and true to the best of my/our knowledge and belief and that nothing has been concealed or misrepresented and if detected at any stage , I/We will be liable to legal action under section 182 and Section 415 read with Section 417 and 420 of the Indian Penal Code at the case may be.

(Signature of the quote)

Place _____

Date: _____

Name _____

PART I - TECHNICAL BID

(To be placed inside the envelope-1)

INFORMATION OF TENDERER FOR PROVIDING SECURITY SERVICE

1(a) Name & Address of the agency _____

1 (b) Contact's Numbers & e-mail _____

2 (a) Name of the authorized representative _____

2(b) Address of the representative _____

2(c) Representative contact Numbers _____

2(d) Representative email _____

3. DGR Registration Reference _____

4. ISO Certification Reference _____

5. PAN number of the firm _____

6. I. Tax Returns of the last three years _____

7. Service Tax Registration No. _____

8. Provident Fund Account Number _____

9. ESI Registration Number _____

10. License Number under Contract _____

11. Details of earnest money enclosed

- a) Amount Rs. _____
Rs. (in words) _____
- b) Bank Draft/Pay order _____
- c) Date of issue of Bank Draft/Pay Order _____
- d) Name of issuing Bank with Branch Code No. _____

12. Turnover of the running contracts (B-5)

13. Have you cleared all statutory obligation (B-6) _____

14. Details of experience in the relevant field as required in clause (B-2) _____

Declaration by the Contractor:

15. Certificate that the agency is not involved in any **arbitration**.

This is to certify that I/We signed this tender have read and fully understood all the terms and conditions herein and undertake myself/ ourselves abide by them

Dated:

Signature with Stamp

PART II - FINANCIAL BID

(To be placed inside the envelope-II.)

To be filled in properly, legibly and submit in a separate sealed envelope marked as Financial bid.

S.No.	Description	Percentage
1.	Service charges on DGR Rate	

It is certify that I/We before filling & signing this part tender document have read and fully understood in the Annexure-x of the contract and undertake myself/ourselves to abide them.

Date:.....

**Signature of the Tenderer with seal
(Authorized Signatory)**

CHECK LIST

List of Appendixes:

Sr. No.	Reference Clauses
1. Enclosure-A	(A-4)
2. Enclosure-B	(A-7)
3. Enclosure-C	(A-8)
4. Enclosure-D	(A-11)
5. Appendix- I	(A-19)
6. Appendix- II	(A-26)
7. Appendix-III	(B-1)
8. Appendix-IV	(B-2)
9. Appendix-V	(B-3)
10. Appendix-VI	(B-4)
11. Appendix-VII	(B-5)
12. Appendix-VIII	(B-6)
13. Appendix-IX	(B-7)
14. Appendix- X	(C-7)

NOTE: Each page must be signed and stamped by the authorized signatory.