



# दक्षिण बिहार केन्द्रीय विश्वविद्यालय Central University of South Bihar

SH-7 Gaya Panchanpur Road, Village Karhara,

Post Office: Fatehpur Gaya - 824236

[www.cusb.ac.in](http://www.cusb.ac.in)

Ref. No. CUSB/PSD/Admin./Tender /09/2017-18 Dated 03/10/2017

## **Tender Notice for deployment of Private Security Guard & Manpower for Security, Housekeeping, office jobs etc.**

1. Sealed offers in two-bid system are invited from registered Private Security Agencies (PSA), **having experience of providing such services in the higher educational institutions**, registered under Private Security Agencies (Regulation) Act 2005 (PSARA 2005) as applicable in State of Bihar and amended from time to time, having their own Offices in major Cities/Towns including at Gaya, Bihar for providing *services of Security Guards, (Armed & Unarmed guards) & multi-tasking staff for House Keeping Services including official jobs* at the University Campus/Offices/Hostel (Boys & Girls) by the Central University of South Bihar at (i) Patna, (ii) Gaya and (iii) Panchanpur Campuses.
2. Tender forms can be downloaded from the University website ([www.cusb.ac.in](http://www.cusb.ac.in) – Main Page- Tender ) Demand Draft/Pay Order amounting to Rs 1000/- favoring Registrar, Central University of South Bihar, payable at Gaya, as tender fee, need to be submitted along with the techno-commercial offer. The selected vendor has to sign a separate Agreement with the University.
3. All conditions and parameters will be evaluated with reference to the firms submitting the tenders. The Central University of South Bihar (CUSB) reserves the right to reject any/all the bids at any stage without assigning any reason whatsoever. The important date of events for the tender process is as follows

Date of commencement of issue of Tender **03.10.2017**

Last date for submission of Tender **30.10.2017 Up to 5.00 PM through Speed Post/Regd. Post/by hand**

Date for Opening of Tender **31.10.2017 11.00 AM (at University permanent campus, Panchanpur, Gaya)**

#### **4. Scope of the Work**

Deployment of approximately 3 (three) Supervisors, 45 (forty five) Unarmed Guards (male/female) and 12 (twelve) Armed Guards and approx. 40 (forty) Multi-tasking/housekeeping/office Attendant staffs at the University Campus/Offices/Hostel (Boys & Girls) and other points identified by the Authority

of CUSB from time to time. The numbers and the category for deployment of staffs may increase or decrease as per the requirement of the University.

## **5. Terms & Conditions**

- 5.1 The Supervisors and Armed Guards must be Ex-army men with good health and exemplary service record, to be testified by their discharge service book. The Security Guards should be preferably from Ex-Army men however outstanding retired Men from Para Military Forces/ Police Forces may be considered for deployment subject to approval of the Competent Authority of the University.** Deployment of Security Guards and handing/ taking over of the security posts is to be completed within a period of 15 days commencing from the date of acceptance of the offer by the University.
- 5.2 Any delay in deployment over the stipulated period will attract penalty of 2% of the monthly contract payment per day subject to maximum of the monthly contract amount. The CUSB reserves the right to recover this amount by any mode, which may include adjustment from any payment to be made by the CUSB.
- 5.3 The Agency must be registered under Private Security Agencies (Regulation) Act 2005 (PSARA 2005) as applicable in State of Bihar and amended from time to time and also shall be registered with all the Government authorities applicable to agencies for providing Manpower/ Security Services/ House Keeping services.
- 5.4 The Agency shall indemnify the University of all claims like damages, compensation etc. under the provisions of Labour Law of Govt of India as applicable in the State of Bihar and amended from time to time..
- 5.5 The Agency shall be responsible to recover the contribution payable by the workmen engaged and deployed with Central University of South Bihar (**CUSB**) towards EPF & ESI and remit the amount so deducted together with their deposits to the concerned competent department.
- 5.6 In case of any accident to the personnel employed by the agency during the duty hours, the agency alone is liable to pay workmen's compensation and any other statutory dues or payments. The University shall not be liable for any payment, on that account.
- 5.7 The responsibility of timely payment of wages, as per the law, for the personnel deployed with CUSB shall lie with the Contractor and the University shall not entertain any representations from deployed manpower , whatsoever in this regard.
- 5.8 The Proprietor of the Agency or their authorized representative shall visit the Security office/officials twice a week for review of the Security System, during the contract period.

- 5.9 The security personnel working in the University at different security posts shall cover the area, earmarked by the CUSB, for patrolling.
- 5.10 The security personnel under the agency shall follow the instructions of the University.
- 5.11 If due to any Security lapses, statutory authority imposes any punishment like fines etc., and if the University is made a party in such penal action, the University has the right to retain the security deposit of the Agency, until it is proved to the satisfaction of the University that such penal actions are ceased. Such penal actions may also be a reason for the termination of Contract.
- 5.12 The security personnel at the University shall check and ensure that all the Sections/Units/Departments/Buildings are properly locked after the office hours the Security Guards shall also ensure that no undue lights/ fans/ electrical appliances are switched on at the time of closing of office premises.
- 5.13 If any theft or loss of property is reported at University Campus due to the negligence or improper action of any trespass of unauthorized persons, the security agency shall be responsible and the University shall have the right to recover damages from the payment dues & the Security Deposit of the Agency.
- 5.14 During the period of agreement, the University is at liberty to alter/modify/add/delete any of the conditions of the Agreement in the interest of the University.
- 5.15 The successful bidder will be allowed to commence the work upon the fulfillment of the formalities like payment of security deposit, execution of agreement etc.
- 5.16 No person who has been convicted by a competent Court or who has been dismissed or removed on grounds of misconduct or moral turpitude while serving in any of the armed forces of the Union, State Police Organizations, Central or State Governments or in any private security agency shall not be employed or engaged as a security guard or a supervisor. No person who is facing criminal charges or being contemplated against him/her shall be deployed for watch and ward in the University.
- 5.17 The agency should maintain strict discipline in dealing with the University employees and should not act in any manner unbecoming of a security person.
- 5.18 The agency should deploy energetic and trained security personnel in terms of the conditions as enumerated in preceding para must have the age group of 20-50 yrs. They must have the ability to speak, read and write in Hindi and English. In all the three shifts, the security staff should be properly dressed, possess whistle, *lathi* and torch light etc. If any guard is not suited to the duty, the security agency must replace such guard immediately on the request of the University.
- 5.19 If the services are not satisfactory, the University has every right to cancel the contract at any time, by giving one month's notice.

- 5.20 No claim such as leave salary, PF, ESI and services charges etc., shall be allowed on any ground, and the financial liabilities for such claims shall be borne by the security agency.
- 5.22 Any dispute during the contract period between the University and the agency, the decision of the Competent Authority as designated by the Vice Chancellor, CUSB, shall be final and binding to all.
- 5.23 The rates accepted shall include expenditure towards uniform, seasonal clothing, rain coats, washing allowances and the essential items like *lathis*, torch with batteries, whistle, cycle etc. The batteries for the torch shall be replaced at regular intervals by the agency to keep the torch functional and effective. The agency has to ensure cleanliness of the uniforms of the security personnel.
- 5.24 The University shall not provide any accommodation for guards or other personnel deployed with the University.
- 5.25 Conditional bids shall not be accepted.
- 5.26 Any person who may be or has been employed or engaged as a private security guard by the private security agency shall not divulge to anyone other than the University authorities any information acquired by him during such employment with respect to the work which he has been assigned by such employer.
- 5.28 The agency should provide the names, addresses and photographs of the security guards /supervisors deployed in the University. Any security guard/supervisor found without wearing I.D. cards shall be treated as absent and shall not be allowed in the campus.
- 5.29 The agency shall comply with the requirements of law with regard to duration of working hours of the security personnel deployed and University shall not be responsible for the violation of labour laws by the Agency in this regard.
- 5.30 In case, if it is required to engage guards on extra duty/ overtime, it shall not exceed 100 hours or 1/3 of the salary, whichever is less per month per guard, subject to approval of the University.
- 5.31 The firm will be requested to present the copy of pension payment order in respect of deployment of Ex-Servicemen at the time of Contract.
- 5.32 The firm should ensure that the security guards should be well versed in basic fire fighting module to meet any eventuality.
- 5.33 The contractor shall not pay to the persons engaged by him less than the minimum wages as approved under Minimum Wages Act of the Ministry of Labour Govt. of India, as amended from time to time by the Competent Authority.
- 5.34 The CUSB will not be liable to pay any amount other than settled in the Contract. Any

payment under provision of the ESI Act, 1948, Workman Compensation Act 1923, payment of Gratuity Act, 1948 and Employee's provident Fund and Miscellaneous Provisions, Act 1952 or any other statutory liability made by the Contractor. The challan/ receipts of the payment made for any statutory obligations should be enclosed with the monthly bill. The Contractor shall be solely responsible and liable for his person's under the provisions of Contract Labour (R&A) Act and the Labour and Services Laws. A certificate to this effect has to be submitted by the Contractor in separate challan in respect of manpower deployed by him. The certified copy of challans must be submitted in the following month along with the bill.

- 5.35 The Contractor/ Service Provider must ensure the payment to staff by 7th of every month from his own resources. The payment must be made through Bank A/c of the respective personnel.
- 5.36 The Character of supervisor should be good and he should not be above 45 years in age, should be a graduate with three years experience in supervisory activities in Security Agency.
- 5.37 The Contractor has to deposit the Wages of security personnel, multi tasking staffs housekeeping workers every month in their respective Bank Accounts. There will be no cash disbursement as per the Govt of India Cashless transaction Policy.

## 6. Eligibility Criteria For Short-Listing

- 6.1 For empanelment or shortlisting of Private Security Agencies (PSA) the following criteria shall be applied. For this purpose PSAs shall submit proof of documents along with the Tender. **The University reserves the right to verify such proof of documents with the service recipients.** PSAs not conforming to any of these parameters will not qualify for empanelment or short listing:
  - 6.1.a PSAs should be a registered private limited company or registered partnership firms or proprietorship firm registered for providing security guards' and housekeeping services. **The firm must have experience of providing Security Guards and Manpowers to a higher educational institutions. The Firm must have experience of providing at least 100 (Hundred) Ex Army Men for Security Services in higher educational Institutions.**
  - 6.1.b. PSAs should have obtained a license from the 'Controlling Authority' in accordance with Private Security Regulations Act 2005 as applicable in the State of Bihar and amended from time to time, Contract Abolition & Regulation Act, for carrying on the business of Private Security Agency and housekeeping services.
  - 6.1.c. PSAs should have their own infrastructure for training their guards.
  - 6.1.d. PSAs should have credible Supervisory Infrastructure.

- 6.1.e. PSAs should have Income Tax, PAN, TAN, GSTN and the latest IT Clearance Certificate.
- 6.1.f. PSAs should have Audited Balance Sheets and Profit & Loss Accounts for the past three years, in this connection the base year shall be considered as 2016-17, and the average turnover of the PSA in the last three years should not be less than one crore per annum.
- 6.1.g. PSAs should have a valid certificate under EPF & Miscellaneous Provisions Act-1952 (Certified copy of annual inspection report of last 5 years [Compulsory]) to be submitted.
- 6.1.h. PSAs should have Documents proving compliance of Minimum Wages Act-1948. PSAs should have an office with telephone & fax and manned during the office hours. PSA should have been in the business of providing Security Guards' services and housekeeping services to corporate clients at least for the last five years.
- 6.1.i. PSA should furnish five Reference Sites and on request by the CUSB, the Referees should testify about the performance of the PSA to the satisfaction of the University.
- 6.1.j. PSAs should have on its roll minimum 200 Security Guards (attach proof with client agreement copy) and performance certificate.
- 6.1.k. Successful Bidder of PSAs should submit Bank guarantee of Rs. 11 Lakhs (Eleven Lakhs Only) on nationalized banks/commercial banks before signing the agreement.
- 6.1.l. PSA must depute three separate Supervisor at University Head Quarter to look after the activities of Security personnel engaged in the University premises.
- 6.1.m. PSA should submit the monthly PF contribution receipt of each security guard to the office of the Registrar.
- 6.2. Intending PSAs should furnish details about their firm as per PSA's profile (Annexure-I)

## **7. Two Bid System Offer**

The offer will be in two parts, Technical Bid and Financial Bid. Both the parts should be submitted in separate sealed covers duly super scribed "Technical Bid for Security Guards & Housekeeping Services" and "Financial Bid for Security Guards & Housekeeping Services" respectively and both sealed envelopes should be placed in another sealed envelope super scribed "Offer for Security Guards & Housekeeping Services". The tenders for deployment of security guards/armed guards for University Campus/Offices/ Hostel (Boys & Girls) in Patna, Panchanpur and Gaya campuses should be sent by hand/Speed post/ Registered post addressed to Registrar, Central University of South Bihar, SH-7,

Gaya Panchanpur Road, Village Karhara, Post Office: Fatehpur Gaya – 824236, Bihar.

**8. Earnest Money Deposit**

Earnest Money Deposit (EMD) of Rs. 4,00,000/- (Four Lakh ) only, in the form of a demand draft/pay order issued in favour of “Central University of South Bihar” payable at State Bank of India, Panchanpur must be submitted along with the Technical Bid. Offers not accompanied with EMD of Rs.4,00,000/- will not be accepted. No interest will be payable on the EMD. The Guarantee in lieu of EMD will not be accepted. The EMD will be refunded to the unsuccessful bidders without any interest.

**9. Technical Bid**

The Technical Bid should be complete in all respects and contain all information asked for in this document along with documentary proof. *It should not contain any price information.*

10. The Technical Bid Offer should comprise the following  
Covering letter on the prescribed format (Annexure-I)

10.a. DD for Rs. 1,000/- i.e., Cost of Tender Forms, downloaded from CUSB website, [www.cusb.ac.in/](http://www.cusb.ac.in/) [www.cusb.ac.in](http://www.cusb.ac.in).

10.b. EMD of Rs. 4,00,000/- in the form of a demand draft in favour of, “Central University of South Bihar”, payable at Gaya.

10.c. PSA profile as per Annexure-I.

10.d. Documentation (Product Brochures, leaflets, manuals etc., if any).

**11. Price Bid**

The Price Bid should contain all relevant rates and charges and the rates should be quoted in Indian Rupees only. The Price Bid should not contradict in any manner.

The Contract will be awarded to lowest bidder on the basis of Service Charges.

**12. Price Composition**

12.1 Monthly Rates per Supervisor, per unarmed-Security Guard and per armed-Security Guard will be given separately in accordance with the minimum wages Act applicable at the Govt. of India.

Important: Tender will be Awarded only on the basis of L-1 Quoted Service Charges

12.2 The PSA should have to claim its service Charges separately. The agency who doesn't claim Service Charges, their tender cannot be considered. The Service Charges should only be realistic to meet the Salary of Security Service provider

officials deputed at University Campus for day to day monitoring of Security Personnel, 2 Sets of Summer Uniform, 2 sets of Winter Uniform, 1 Pair of Shoes, Kits, Torch, Bicycle, washing of uniforms allowance, Stationary, incidental expenses related to security personnel and other housekeeping works.

- 12.3 The CUSB will shortlist Agencies, who shall satisfy commercial and other requirements laid down in the document. The Price Bids of only the short listed Agencies will be opened. Short listed agencies will be notified by e-mail/post and the agencies/authorized representatives may be present at the time of opening of the Price Bids.

13. **No Erasures or Alterations**

Techno-commercial details must be completely filled up. Corrections or alterations, if any should be authenticated.

14. **Agreement Between the PSA and Central University of South Bihar**

The successful bidder shall execute an Agreement with the CUSB on Rs. 1,000/- non-judicial stamp paper as per Terms & Conditions decided by the University. **However the terms and conditions of the Contract Agreement between the University and the Service Provider deemed to be changed to the extant the Government of India issues guidelines on the subject amended from time to time.**

15. **Validity of Offer**

The offer should be valid for period of one year from the date of deployment of the security personals, and renewable for further period on mutual agreement subject to satisfactory service by the Agency.

16. **Evaluation Process**

Offers (Tenders) will be evaluated in the following stages;

16.1 **Stage-I**

Incomplete Offers, i.e., offers not accompanied by the mandatory documents as per paragraph 6 above, cost of Tender Forms and EMD shall be rejected.

16.2 **Stage-II**

Offers will be evaluated against the stipulated minimum eligibility criteria purely based on the valid documents submitted by the PSAs. Offers not complying with the eligibility criteria will be rejected.

16.3 **Stage-III**

Short-listing of agencies based on site visits by the University's officials and satisfactory feedback from reference sites.

16.4 **Stage-IV**

Price bids of the short-listed firms will be opened for area-wise price discovery and



fix “Approved Rates”.

**16.5 Stage-V**

Willingness letter obtained from shortlisted firms to work on “Approved Rates”.

**16.6 Stage-IV**

Allotment of regions and issue of work orders to the shortlisted firm.

**17. Opening of Offers**

Technical Bid offers will be opened on **31/10/2017 at 11:00 AM**. The Tenderers/ their authorized representatives may be present at the time of opening of the Technical Bid Offers. No separate intimation will be sent in this regard to the Tenderers for deputing their representatives. The Technical Bid Offers will be opened at the time and date stipulated above irrespective of the number of bidders or their representatives present. The Financial Bid of only technically qualified Bidders will be opened. Date of Opening of Financial Bid will be announced later on.

**18. Order of Cancellation**

If the selected PSA fails to deploy their Security Guards within the stipulated time schedule, it will be treated as a breach of contract. The University reserves the right to cancel the order in the event of delay in deployment of Security Guards and forfeit the EMD.

**19. Payment Terms**

No advance amount will be paid to PSA. Monthly payment conforming to the attendance of the Security Guards & housekeeping workers as per documents to be maintained by the PSA and shown to the University. Payment shall be made within one week after the end of every calendar month from the time of submission of bill, complete in all respects.

**20. No Commitment to Accept Lowest Tender (L1)**

The CUSB shall be under no obligation to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reasons whatsoever.

**Registrar**

### Private Security Agency Profile

1. Name of the Organization and Address : \_\_\_\_\_
2. Year of Establishment : \_\_\_\_\_
3. Status of the Firm : \_\_\_\_\_  
(Whether Pvt. Ltd. Company/Public Ltd. Company/Registered Partnership Firm) : \_\_\_\_\_
4. Name of the Chairman/Managing Director/CEO/partners (as the case may be) : \_\_\_\_\_
5. Whether registered with the Registrar of Companies/Registrar of Firms in India. If so, mention number and date and enclose Registration Certificate copy. : \_\_\_\_\_
6. Bank Details (Name & address of the bank) : i. \_\_\_\_\_  
ii. \_\_\_\_\_
7. Turnover of the Company/Firm in the following years :  
(Please attach a copy of audited Balance Sheet and Profit & Loss Account for the years as documentary proof)  
2014-15 : \_\_\_\_\_  
2015-16 : \_\_\_\_\_  
2016-17 : \_\_\_\_\_
8. Whether registered for Service Tax purposes. If so, mention number and date. : \_\_\_\_\_
9. Mention Permanent Account Number & furnish copies of Income tax clearance certificate, Employees PF code & ESI Registration No. : \_\_\_\_\_
10. Is the Company/Firm a supplier of Security Guards Services? If yes. Mention the addresses and phone numbers of the Company's offices in Patna/Gaya as below: : \_\_\_\_\_
11. What are your main fields of : \_\_\_\_\_

activities? Mention the fields giving the annual turnover for each field.

- i. \_\_\_\_\_
  - ii. \_\_\_\_\_
  - iii. \_\_\_\_\_
  - iv. \_\_\_\_\_
12. Since when and how long your : \_\_\_\_\_  
Company/Firm has been supplying \_\_\_\_\_  
Security Guards services ? \_\_\_\_\_

13. If you have been prequalified by other : \_\_\_\_\_  
corporate bodies and public sector or \_\_\_\_\_  
other university for supply of \_\_\_\_\_  
Security Guards Services, furnish their \_\_\_\_\_  
names and date of empanelment.

14. Furnish the names of renowned organizations, where you have supplied Security Guards Services in Bihar & other states in the last three years, i.e. from 1<sup>st</sup> March 2014 to 29<sup>th</sup> Feb.2017

Name of Organization with Address	Since when?	Average annual Payment received

(Please attach copies of their orders or payment proof)

(A separate sheet may be attached if the above space is inadequate)

Details of Security Supervisory Staff

Sr. No.	Name	Qualification	Post Held	Experience

1. I/We have read the instructions appended to the Proforma and I/We understand that if any false information is detected at a later date, any contract made between ourselves and Central University of South Bihar, on the basis of the information given by me/us can be treated as invalid by the Central University of South Bihar and I/We will be solely responsible for the consequences.
2. I/We agree that the decision of Central University of South Bihar, in selection of PSAs will be final and binding to me/us.
3. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.
4. I/We agree that I/We have no objection if enquiries are made about the work listed by me/us here in above and/or in the accompanying sheets.

Place :  
Date :

Signature

Name & Designation & Seal of the Company



**दक्षिण बिहार केन्द्रीय विश्वविद्यालय**  
**Central University of South Bihar**  
 SH-7 Gaya Panchanpur Road, Village Karhara,  
 Post Office: Fatehpur Gaya – 824236, www.cub.ac.in

**FORM – B**

(To be put in a separate sealed cover marked ' TECHNICAL BID') Questionnaire to be filled by the Company/Agency applying for tender for Security Contract in CUSB, Gaya (Each response document must be given with proper reference in the following tender document)	<b>EMD Details</b> <b>D.D. No.</b> ..... <b>Date</b> ..... <b>Bank Name</b> .....
1. Name of the Company/Agency (full address with Tel. No.)	
2. Registration No. of the Company/ Agency under State/ Central Govt. under PSARA 2005.	
3. Status of the Company/Agency (Ltd, Pvt. Ltd, Partnership or Proprietorship) Attach details.	
4. Bio-Data of key officials (Please attach extra sheets)	
5. Details of any tie-ups (Please attach details)	
6. If already registered with Labour Department for engaging a minimum of 200 -250 employees, then submit the proof. If not, please give reason. Please submit an undertaking to register in the event of being awarded the contract.	
7. (a)PSRA Registered No:	
(b) ESI No.	
(c) EPF No.	
(d) Service Tax No./GST No.	
(e) PAN	
(f) TAN	
8. Do you have any experience in handling of:	
(a) Access Control Systems	
(b) CCTVs and recorders	
(c) Computers	
(d) Communication and Wireless equipment.	
9. Has the firm filed its Income Tax return in the previous financial year? If yes, please attach duly acknowledged copy of the same.	
10. Financial Status of tenderer including Annual Report of past 3 years with Registrar of Companies receipts duly authenticated by Chartered Accountant.	
11. Do you have provision of Group Insurance	

	cover for your employees? If yes, please attach proof.	
12.	Do you have experience in security business for at least 5 years?	
13.	Do you have an experience of working in Educational Institutes, specially handling Student related activities viz. Hostels, Student functions/ festivals/ Official Programmes/ Elections etc.? If yes, provide details.	
14.	Ability to provide minimum 20% Ex-Servicemen and remaining Civilians. (Please Client list). (Attached as Appendix B)	
15.	Basic Devices Available with Agency for ready use	
	(a) Ropes	
	(b) Lathis	
	(c) Guard Cover ( Cane shield)	
16.	Please provide the details of Bankers	
	(a) Name of the Bank / Branch / IFSC Code	
	(b) Address	
	(c) Account Number	
17.	Please provide the details of Company's Office/ office Equipment and facilities	
18.	Do you have training facilities? If yes, provide details.	
19.	Please provide the details of Arms/Ammunitions available with manpower on your roll.	
# Please provide locations where installed.		

Date :

Place :

\_\_\_\_\_  
Signature of the Contractor or his  
Authorized signatory with seal of the  
Agency/Company

Note:

If any information given in the technical bid is found false at any stage of assessment, the tender shall be rejected and the entire amount of Earnest Money Deposit will be forfeited by the Central University of South Bihar.



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**PROFORMA FOR**

*for*

**Financial Bid Scheduled Rates for Security  
 Services Multi Tasking & House Keeping Services**

(Advertisement No. Ref. No. CUSB/S&P/Admin./Tender/\_\_\_\_\_ Dated \_\_\_\_\_)

**Important: Tender will be Awarded only on the basis of L-1 Quoted Service Charges**

Sl. No.	Payment Details	Security Guards (per person per day (rates in Rs.))	Supervisor (per person per day (rates in Rs.))	Armed Guard (per person per day (rates in Rs.))	Unskilled	Semi-skilled	Skilled	Highly Skilled
1.	Manpower (Approx. No.) which may increase or decrease	45	03	12	40 Other manpower (MTS / Housekeeping/ Office Attendant etc.) Total Approx. = 60+ 40 = 100			
2.	Basic Rate (Minimum wages) as notified by the Regional Labour Commissioner, Govt. of India from time to time							
3.	Employer PF contribution @ 13.15%							
4.	ESI @ 4.75							
5.	Service Tax @ if applicable							
5.	Total (2 to 5)							
6.	% Service charges inclusive of 2% TDS (as per IT ) on Bill Amount and as per note given below							
7.	Total (5 to 6)							

\_\_\_\_\_  
 Name and Signature of  
 the Authorized Person of  
 the firm along with seal

**Tender will be awarded only on the basis of L-1 Quoted Service Charges.**

**Note** : The Service Charges should only be realistic to meet the 2% TDS (as per IT) Salary of Security Service Officials deputed at University Campus for day to day monitoring of Security Personnel, 2 Sets of Summer Uniform, 2 sets of Winter Uniform, 1 Pair of Shoes, Kits, Torch, Bicycle, proper washing of uniforms, Stationary, incidental expenses related to security personnel multi-tasking staff and other housekeeping works.

**Category of Manpower**

**(The Category of Manpower shall be classified/ reclassified in accordance with the Government of India orders issued from time to time.)**

SI No.	Category	Trades
1	Unskilled	Sweeper, Bus Cleaner, Labour etc.
2	Semi-Skilled	Gardner, Cook Helper, Office Attendant, Security Guard etc.
3	Skilled	Driver, Electrician, Plumber, Carpenter, Mason, Data Entry Operator, Cook, Security Guard (as per performance) , Clerk, Accountant, etc.
4	Highly Skilled	Supervisor, Gun Man etc.

Signature with seal of bidder

Date:

Place:

## Agreement

This Agreement is entered on the .....day of October, 2017 between Central University of South Bihar, Panchanpur, village Karhara, Gaya – 824236 represented by..... Registrar hereinafter referred to as the First Party/University.

AND

The Private security Agency M/s ..... represented by .....who has license from Govt. of Bihar to run the business of private security agency in Bihar hereinafter referred to as the Second Party/Agency

Whereas the second party submitted to first party its proposal for supply Ex-Army/Para Military personnel as Security Guard & other manpower for its Patna, Gaya and Panchanpur Campus on contract basis for deployment in various categories which are as follows:-

SI No.	Category	Trades
1	Unskilled	Sweeper, Housekeeping, Bus cleaner, Labour, etc.
2	Semi-Skilled	Security Guard, Gardner (Mali), Cook helper, Office Attendant, Electrician (based on performance) etc.
3.	Skilled	Driver, Electrician, Plumber, Carpenter, Mason, Data Entry Operator, Cook, Supervisor (based on performance), Driver cm Office Attendant etc.
4	Highly Skilled	Supervisor (based on performance), Gunman, Electrician, Driver Cum Office attendant etc. (based on performance) etc.
Apart from the above, any manpower which is not included above may be decided at the time of requirement, if any.		

Details of tentative manpower to be deployed at Central University of South Bihar for its **Patna, Gaya and Panchanpur campus** are annexed as Annexure-A to this agreement which may be increase or decrease in due course during the contract period as per the requirement of the University.

### **Scope of Services**

1. The persons to be deployed as Security Guards (Armed) must be ex-army personnel, Security Guards without arms must have outstanding records and must be retired from Para Military/ Police Forces, having good character, conduct and behavior, competent and qualified to perform the work for which they are deployed.
2. The tentative requirement of Security and other manpower to be deployed at CUSB Patna, Gaya and Panchanpur is 100 (one hundred), which may increase or decrease as per the requirement.



3. The security personnel deployed shall preferable be below the age of 50 years.
4. The security personnel have to attend duties in neat uniform for which the cost will be borne by the agency. Identity badges (Showing the name of the personnel) shall have to be provided by the agency which should be displayed on uniform of all the security personnel while on duty.
5. The female security guard & other manpower shall be deployed in Girls Hostel as per the laid down directions/rule.
6. The watch and ward will be round the clock and 7 days of the week and shall be changed as per requirement of the University from time to time. In case there is any change in deployment of security guard, from the Service Provider, such change shall be intimated in writing by the Agency in advance for approval of the University.
7. The entry of the visitors will be regulated by the security personnel in the manner that will be instructed by the University from time to time. They will also ensure that all the electrical equipment/instruments/light/fans must be switched off at the time of the closure of this office.
8. The security agency will provide the security services round the clock in three shifts running from 6:00 am to 2:00 pm; 2:00 pm to 10:00pm; 10:00 pm to 6:00 am. The security will work invariably between the shifts.
9. The security personnel should be provided with the whistle, torch and lathi by the Agency as per their requirement in the duty.
10. The security personnel should not leave the duty point unless and until the reliever comes for shift duties.
11. The security supervisor will maintain all the registers as prescribed under labour law, which are kept at the main gate and other points.
12. From 10:00 pm to 6:00 am one security supervisor must be on patrolling duty in the campus by rotation and while patrolling he should check all the building locks including pump houses and other places of importance.
13. The security personnel should not give lenient or causal impressions in the duties and they should be alert and attentive. They should observe movement of all the staff, labours and visitors etc. They should not allow any visitors with vehicles to office or inside the campus without proper entry in the visitors registers.
14. On the requirement, the agency shall have to provide extra or more guards, or gunman as and when required for which separate charges shall be paid as per the contract rate.
15. The agency has to pay Wages to deployed person by 7<sup>th</sup> of the succeeding month though NEFT/ Bank Accounts Transfer. There will no cash disbursement under any circumstances.
16. The agency shall organize surprise visits (during day and night) to check the alertness and attentiveness of the security guards.
17. The security guards must be rotated from their deployment at an interval of six months.
18. The agency shall submit a monthly report of compliance and happenings in the premises under their supervision.

19. The security personnel should be properly trained and should be alert in performance of his duty. The performance, if not found satisfactory, the concerned personnel shall be replaced by the contractor, within a period of one day.
20. The Character & antecedent of the guards to be deployed are to be verified from the respective/local concerned police station by the agency.
21. To provide Quality manpower for housekeeping and other official purposes.
22. To check people on entry / exit based on Identity Cards system, issue of Passes, etc., and maintain visitor's record.
23. Thorough checking of incoming and outgoing material against proper Gate Pass duly signed by the authorized signatory.
24. To ensure that no hawkers, marketing persons or vendors are allowed into the Campus without permission.
25. To bring to notice any suspicious activity noticed during discharge of duties by security guards.
26. To attend fire-fighting operations i.e. capable of handling fire hydrants and attending fire alarm system whenever required.
27. Conduct Periodic Training to the Deployed Manpower of its own.
28. Carry out any other jobs assigned by the authorities of the University in the interest of security of the University.
29. The Agency has to follow all the statutory provision as prescribed under labour laws and monthly compliance report will be submitted to the University.
30. The Component of Services Charges are inclusive of:  
The Agency has to provide 3 Security supervisor to University campus for supervision. To provide 02 sets of summer uniforms, 02 sets of winter uniform, 01 pairs of shoe, kits, torch, bicycle, proper washing charges of uniforms to each persons deployed. No any extra cost will be paid for the same.
31. Applicable Taxes will be deducted as per Rule on the Bills.

### **Rates and Price**

1. The agency must have to pay minimum wages as notified by the Regional Labour Commissioner, Govt. of India from time to time.
2. The Service Charges payable to Security & Intelligences Services (India) Ltd. are as Quoted in Tender is \_\_\_\_% (\_\_\_\_\_ percent)
3. The Component of Wages will be as under.

<b>Sl. No.</b>	<b>Particulars</b>
1	Basic Rate (Minimum wages) As notified by the Chief/Regional Labour Commissioner, Govt. of India from time to time
2	Employer PF contribution @13.15% or as applicable from time to time.
3	ESI @ 4.75 or as applicable time to time
4	GST/Service Tax @ as applicable (as per Govt. of India)
5	Total (1 – 4)
6	Service Charges @ _____ of 5

### **Statutory Obligations**

1. The agency will have to pay minimum wages as per the prevailing Minimum Wages Act of Government of India.
2. Taxes if any shall be paid by the Agency and may be reimbursed by the University.
3. The agency shall make all rounds statutory compliances regularly in respect of the personnel deployed. Payment of the wages shall be made by the agency through bank and the agency shall submit wage bill, proof of bank remittance to worker's bank account, proof of statutory compliances such as ESI, EPF, Service Tax (if any) along with the bill of subsequent month.
4. The agency will be responsible to comply with all labour legislations including social security, Service Tax wherever applicable and such other statutory orders by the Govt./Municipality which may be in force from time to time. The Successful bidder/tenderer shall obtain a valid license under the Contract Labour (R&A) Act, 1970 and rules framed there under and shall continue to hold it till completion of the contract. The agency should also maintain all necessary records as required by administration. The agency should be registered with EPF, ESI and Service Tax authorities and shall possess valid code numbers.
5. Under no circumstances, the workmen/staff/employees of the security agency shall be treated, regarded or considered or deemed to be the employees of the University and the security agency alone shall be responsible for their remuneration, wages and to their benefits and service conditions of all the workmen/staff/employees deployed by the agency and shall indemnify and deemed indemnified the University against any claim that may have to meet towards the workmen/staff/employees of the security agency.
6. The Bio-Data of Security personnel along with proof of latest antecedent report from the concerned Police Station would have to be submitted at the time of deployment.

### **Performance Security Deposit**

1. The agency shall be required to submit performance guarantee in shape of bank guarantee of Rs.18,00,000/- (Eighteen lakh only) before signing of the contract. The Performance Guarantee will have to be valid upto sixty days beyond the expiry of the contract.
2. The security money so deposited by the agency shall be retained by the University till completion of the contract and shall be released thereafter on claim, subject to adjustment if any, by the University arising out of terms and conditions pertaining to the tender.

### **Validity of the Contract**

The contract shall be valid for a period of one year with effect from \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_ and on satisfactory performance it may be extended for another one year at the same terms and conditions.

### **Termination of Contract**

Post award of the contract to an Agency, it can be terminated in any of the following contingencies:-

- a) On the expiry of the contract period, without any notice;  
OR
- b) On giving one months' notice at any time during the currency of services, by either of the parties.  
OR
- c) On assigning of the contract or any part thereof or any benefits or interest therein or there under by the contracted agency to any third person for subletting the whole or part of the contract to any their person, without any notice;  
OR
- d) On contracted agency being declared insolvent by the competent Court of law without any notice;  
OR
- e) Provided that during the notice period for termination of contract, in the situation contemplated above, the contracted agency shall keep on discharging his duties as before till the expiry of notice period. OR
- f) On unsatisfactory performance for any reason or non-fulfillment of the terms of the contract.

### **Billing and Payment**

1. The agency shall submit wage bill in duplicate, along with attendance sheet, proof of bank remittance to worker's bank account, proof of statutory compliances such as ESI, EPF, Service Tax/GST by 15<sup>th</sup> of the month. Bill completed in all respect shall be processed within 10 working days of its receipt.
2. GST/Service tax is applicable as per GOI rules.
3. Necessary deductions like TDS etc. will be done at source as applicable under various Acts.

### **Other Terms and conditions**

1. The rate once offered and accepted by the authority, shall not be altered during the entire period of contract unless it is revised by the statutory bodies.
2. The University reserves the right to increases/decrease the number of security guards at later date during course of contract with existing terms & conditions.
3. Any theft, loss and damages of the property of University on account of negligence of agency's personnel shall be borne by the agency.
4. The Agency will responsible for such conduct of the persons engaged by it in the University which will be conducive for maintaining the harmonious atmosphere in the University/hostel premises. The Agency will have responsibility for any act of commission and omission of such persons.
5. The Agency shall provide Security staff who should be smart, healthy and having good character, antecedent and conduct. If any security person is found under the influence of alcohol or narcotics or found in a state of inebriation in the premises, a penalty of Rs.1000/- per instance shall be deducted from contractor's bill and such

employee shall be immediately removed from duty and shall not be allowed to enter the premises in future.

6. The Agency should not allow its employees to participate in any trade union activity or agitation in the premises of University/Hostel.
7. The Agency shall not sublet, transfer or assign the contract to any other party.
8. The University shall have no liability towards personnel/all equipment of the agency. All statutory requirements for workmen are to be borne by the agency and shall be the sole responsibility of the agency.
9. As regards depositing EPF contribution (employee & employer) along with administrative charges, the same will be decided in due course. The agency shall be doing the same fulfilling all statutory obligations.
10. Floated tender document will be the part of this contract.
11. Any terms and condition of floated tender document which is not included in this agreement will be the part of contract and binding for both of the parties. The agency has to enclose the signed terms and condition of the tender document for strictly compliance.

### **Resolution of disputes**

1. The University and the agency shall make every effort to resolve amicably, by direct informal negotiations, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, University and the agency have been unable to resolve amicably a resolution by formal arbitration the Vice-Chancellor shall appoint a sole Arbitrator of the dispute who will not be related to the agency and whose decision shall be final and binding.
2. Any disputes arising out of this contract shall be within the jurisdiction of Hon'ble Patna High Court, Patna.

Nothing in this agreement may be taken as conveying any sanction or authority or may be held to supersede any standing rule or any order of the Government of India with which it may be at variance at any stage of time.

We the above noted parties have signed this deed of agreement after duly understanding the contents of this deed on the date and place mentioned above.

(For M/s \_\_\_\_\_)

(For Central University of South Bihar)

Witness:

Witness:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## Annexure-A

Details of tentative manpower to be deployed at Central University of South Bihar for its Patna, Gaya and Panchanpur Campus are as follows:-

Sl. No.	Manpower	Patna Campus	Gaya Campus	Panchanpur Campus
1	Electrician-cum-Office Attendant (Highly Skilled)*			
2	Driver-cum-Office Attendant (Highly Skilled)			
3	Laboratory Assistant, Security Guard (as per performance for Ex-Army) (Highly Skilled)			
4	Electrician (Semi-skilled)*			
5	Security Guard (Semi-skilled)			
6	Reliever for Security Guard (Semi-skilled)			
7	Office Attendant (Semi-skilled)			
8	House Keeping (Unskilled)			
9	Mali (Semi-skilled)			
10	Bus Cleaner (Unskilled)			
Total				
Total for Patna, Gaya and Panchanpur campus				

\*based on performance

**Annexure-B****Component of Payment (To be made by University to the Agency)**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Unskilled</b>	<b>Semi-Skilled</b>	<b>Highly skilled</b>	<b>Guard with Arms</b>	<b>Guard Without Arms</b>
1	Basic Rate (Minimum wages) As notified by the Regional Labour Commissioner, Govt. of India for time to time					
2	Employer PF contribution @13.15% or as applicable time to time					
3	ESI @4.75 or as applicable time to time					
4	Service Tax@ if applicable					
5	Service Charges (As per Terms of Contract)					
6	Total (1 to 5)					