## Tender Document for Security Services Bhakta Kavi Narsinh Mehta University, Junagadh

#### Name of Work :

Providing security services for the several buildings and campus of Bhakta Kavi Narsinh Mehta University

**Tender inviting authority**: Registrar on behalf of Bhakta Kavi Narsinh Mehta University **Address**: Government Polytechnic Campus, BKNM University Road, Khadiya, Junagadh - 362263, Gujarat, India. Ph. (O) 0285-2681400 Fax: 0285-2681503 E-mail:store@bknmu.edu.in URL:<u>www.bknmu.edu.in</u>



Date & time of start of : Online downloading	Date: 08/04/2022 Hrs.: 11:00am
Last date & time of Online submission of technical bid (Part-1)	Date: 28/04/2022 Hrs.: 18:00pm
Last date &time of Online submission of price/commercial/financial bid(Part-2)	Date: 28/04/2022
Last Date & time of submission of Physical copy (Hard Copy) with necessary	Hrs.: 18:00pm Date: 04/05/2022
documents	Hrs.: 18:00 pm

(1) Tender/bid inviting authority:

Registrar Bhakta Kavi Narsinh Mehta University Khadiya Junagadh

(2) Tender/bid opening authority:

Registrar Bhakta Kavi Narsinh Mehta University Khadiya Junagadh

## Tender Document for Security Services Bhakta Kavi Narsinh Mehta University, Junagadh

#### Name of Work:

Providing security services for the several buildings and campus of Bhakta Kavi Narsinh Mehta University



## **Technical bid/prequalification bid**

Note: To be submitted in physical form only.

# INDEX

## Part-1

## **Technical bid/prequalification bid**

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## NOTICE INVITING TENDERS

- 1. Tender are invited on behalf of <u>Bhakta Kavi Narsinh Mehta University</u>, <u>Junagadh from pre-qualified</u>/ <u>eligible</u> <u>contractors/agency/Tenderer or Bidder</u>. For the work of providing security services for the several buildings and campus of Bhakta Kavi Narsinh Mehta University. The work is estimated to cost of <u>Rs. 25 Lakhs for 12 months</u>. This estimate however, is given as a rough guide.
- 2. The service to be provided is for 12 months from the date of work order as per the terms of the contract conditions. It may be extended for required period of time but not more than 12 months.
- **3.** The contractors/agency who fulfills the qualification criteria are permitted to tender. Not more than one tender shall be submitted by a contractor/agency/individual-sole proprietor or by a firm. No two or more concerns in which an individual is interested as a proprietor and/ or a partner shall tender for the execution of the same work. If they do so, all such tenders shall be liable to be rejected. **Joint venture/consortium tender is not allowed.**
- 4. Bid document can be downloaded in Electronic Format on online website <a href="http://nprocure.com">http://nprocure.com</a> from Dt. <a href="http://nprocure.com">08-04-2022</a> at 11:00 hours. Necessary documents like Tender Fees, EMD, solvency certificate, Certificates supporting to registration certificate, documents supporting to eligibility, experience certificate, PAN card Professional tax registration, GST,PF registration, license in form-VI issued by the IGP(Law & Order) of Gujarat state under private security agency Act 2005 & rule-9 of Gujarat rules-2007 framed under this said act & other related documents needed to be furnished in online with technical bid(Part-1) up to date 28/04/2022 at 18:00 hours. Same shall be submitted before the last date, by RPAD/courier to the office of the Registrar, Bhakta Kavi Narsinh Mehta University, Government Polytechnic Campus situated at Bhakta Kavi Narsinh Mehta University road, Khadiya, Junagadh-362 263.
- 5. Last date to submit hard copy of the same with all necessary documents is Dt. 04/05/2022 at 18:00 hrs.
- 6. Documents pertaining to tender and signed for the purpose of identification by the Accepting Officer or his accredited representative will be open for inspection by tenderers at the following offices during working hours.
   (a) Store Officer, Bhakta Kavi Narsinh Mehta University, Junagadh. Phone No.: 0285-2681513
- Tenderers are advised to visit the site sufficiently in advance of the date fixed for submission of the tender. A tenderer shall be deemed to have full knowledge of all the relevant documents, site etc.; whether he inspects them or not.
- 8. Submission of a tender by tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and conditions of contract & other documents etc. including local conditions and other factors bearing on the Tenderer or Bidder for the same.
- **9.** The bidder should quote his commercial/financial bid online as per E-tendering system, as shown in Schedule-B of commercial/financial bid(Part-2) both in words in figures. Last date of receipt of the same is Dt. 28/04/2022 by online only.
- 10. The technical bid will be opened on date <u>07/05/2022 at 03:00 P.M.</u> at the office of the **Registrar**, **Bhakta Kavi Narsinh Mehta University**, **Government Polytechnic Campus situated at Bhakta Kavi Narsinh Mehta University Road**, **Khadiya**, **Junagadh-362 263**. In the presence of bidders who are requested to remain present in the office of the Bid opening Authority Specified in Bid documents. After opening of technical bid all the documents shall be assessed by relevant committee based upon qualifying criteria and then qualified agencies will be ranked by the selection committee.
- **11.** The commercial/financial bid of the agency/service provide/contractor who is declared prequalified will be opened online on date <u>07-05-2022</u> in the presence of bidders who are requested to remain present in the office of the Bid opening Authority Specified in Bid documents.
- 12. A Tenderer shall submit the tender which satisfied each and every condition laid down in this notice and tender documents, failing which the tender will be liable to be rejected.
- 13. The <u>Bhakta Kavi Narsinh Mehta University</u> reserves the right to accept any or reject all bids without assigning any reason thereof
- 14. More Information for Notice inviting tender in tabular form is attached as per Annexure-1.
- 15. This notice of tender as above and as per Annexure-A shall form the part of the contract document For and on behalf of Bhakta Kavi Narsinh Mehta University

## NOTICE INVITING ON-LINE TENDER

## REGISTRAR OFFICE, BHAKTA KAVI NARSINH MEHTA UNIVERSITY, JUNAGADH

### E-TENDER NOTICE NO.: 07 /2022

Bhakta Kavi Narsinh Mehta University invites **Online Tenders** for the work of:

Name of work: Providing security services for the several buildings and campus and other place of Bhakta Kavi Narsinh Mehta University.

Type of tender: Open Joint venture/Consortium: Not allowed Tender/bid inviting and opening authority: Registrar, Bhakta Kavi Narsinh Mehta University.

(A)	Details of E-Tender item:				
Sr. No.	Name of Work	Estimated Tender Value (Rs.)	EMD (Rs.)	Tender Fee in (Rs.)	Total Security Deposit
1	2	3	4	5	6
1.	Providing security services for the several buildings and campus of Bhakta Kavi Narsinh Mehta University	25,00,000/-	75,000/-	1,500/-	5% of tender acceptance amount
B)	Schedule for e-tendering is f	fixed as under:			
(i)	Site Visit (If any)		As per convenience of agency/contractor except holiday within office hours before submission.		
( <b>ii</b> )	Pre-bid Conference		Nil		
( <b>iii</b> )	Date of downloading of tender documents				<i>,</i>
(iv)	Last date of online submission of technical bid- prequalification form and supporting documents		hours at the off authority. Tech	Up to Dt. 28/04/2 fice of the bid inv nical bids receiv hall not be accept	viting red after due
( <b>v</b> )	Last date of online submission of Commercial/Financial bid tender (Part-2)		Up to Dt. 28/04	4/2022 up to 18:0	00 hours

		Tender fee Rs. 1,500/- & EMD Rs. 75,000/-
(vi)	Submission of technical bid-prequalification form and document including Tender fee, EMD, bank solvency certificate and other supporting Documents during office hours.	by Demand Draft in favor of "Registrar, Bhakta Kavi Narsinh Mehta University" payable at Junagadh of any nationalized /scheduled bank (except co- operative bank) and solvency certificate of any nationalized /scheduled bank (except co- operative bank)in original – physical form shall be submitted along with technical bid(Part-1) including all other relevant documents required as per qualification form so as to reach up to date : 04-05-2022 and till up to 18:00 hours by RPAD/Courier, to the office of the Registrar, Bhakta Kavi Narsinh Mehta University, Government Polytechnic campus situated at Bhakta Kavi Narsinh Mehta University road, Khadiya, Junagadh- 362 263. Note: Technical bid without tender fees, EMD & Solvency Certificate shall not be accepted and liable for outright rejection.
(vii)	Last date of online submission of Commercial/Financial bid i.e. Last date of receipt of C.B./F.B.(Part-2)	28-04-2022 up to 18:00 hours.
(viii)	Opening of technical bid-prequalification form (Part-1)	Dt. 07-05-2022 at 03:00 PM at the office of the bid opening authority
( <b>i</b> x)	Online opening of Commercial/Financial bid, only of the Tenderer who have succeeded in prequalification criteria at the office of the bid opening authority (Part-2)	Time: Will be announced after the Technical Bid Opening
1	1	90 days from date of opening of financial bid

Agency/Contractors/Tenderer or Bidder who are having the qualification according to Annexure-3 and 3.2, and having submitted all the relevant documents as said in Annexure-3.1 and satisfied by the competent authority shall be declared qualified.

	Further Details of this tender are as under:		
	List of buildings/campus for which service is to be provided.		
	(1) Government Polytechnic Campus situated at Bhakta Kavi Narsinh Mehta University		
1.0	Road, Khadiya, Junagadh-362263		
(2) As and where required at other buildings/campus			
2.0	Downloading Tender Document:		
2.1	Bid documents will be available on web site up to the Date shown above. ( <u>https://bknmu.edu.in</u> )		
3.0	Digital Certificate:		
	Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of		
	India or can contact (n)code solutions- a division of GNFC Ltd, who are licensed Certifying		
3.1	Authority by Govt. of India.		

Date

3.2	All bids should be digitally signed, for details regarding digital signature certificate and related training involved the below mentioned address should be contacted:		
1	(n)Code solutions A division of GNFC 403, GNFC Info Tower, Bodakdev, Ahmedabad- 380 054 (India) Tel: 079-40007300, 323 E-mail: <u>nprocure@ncode.in</u>		
3.3	Bidders who already have a valid Digital certificate need not procure a new Digital certificate.		
3.4	Bid inviting/opening authority and address: Registrar, Bhakta Kavi Narsinh Mehta University at Admin Bldg. of Bhakta Kavi Narsinh Mehta University situated at university road, Khadiya, Junagadh-362 263		
3.5	Mode of quoting rates: Cadre wise rate per person/day/eight hours shift duty		
4.0	On line Submission of Tender:		
	Bidders can prepare & edit their offers number of times before tender submission date & time. After tender submission date & time, bidder cannot edit their offer submitted in any case. No written or online request in this regard shall be granted. Tenderer shall submit their financial bid/commercial bid in electronic format on above mentioned		
4.2	website & date shown above after Digitally signing the same.		
4.3	Offers submitted without digitally signed will not be accepted.		
4.4	Offer of Commercial/financial bid in only physical form will not be accepted in any case.		
4.5	It is Bidder's responsibility to verify Online Corrigendum / Amendments till last submission date and time as well as before Final Submission of Bid.		
5.0	Submission of Tender Fees, Bid Security and other Documents:		
5.1	Tender fee/EMD by Demand Draft in favor of "Bhakta Kavi Narsinh Mehta University" payable at Junagadh of any nationalized/scheduled bank(except co-operative bank) in original physical form shall be submitted along with technical bid(Part-1) so as to reach up to date : 04-05-2022 and till up to 18:00 hours by RPAD/Courier, to the office of the Registrar, Bhakta Kavi Narsinh Mehta University at (Store branch) Admin Bldg. situated at Bhakta Kavi Narsinh Mehta University Campus, Khadiya, Junagadh-362 263. Note: Technical bid without tender fees, EMD & Solvency Certificate shall not be accepted and liable for outright rejection.		
5.2	Tender Fee for work is as follows: Rs.1500/- (Rupees One thousand five hundred rupees only) Submitted by Demand Draft in favor of <u>"Registrar, Bhakta Kavi Narsinh Mehta University"</u> , payable at Junagadh from any Nationalized / Scheduled Bank except Co-operative Bank. DD shall be valid up to 90 Days.		
5.3	<b>Bid Security i.e. EMD:</b> Rs.75,000 /- (Rupees Seventy-Five thousand Only) Submitted by Demand Draft in favor of <u>"Registrar, Bhakta Kavi Narsinh Mehta University"</u> , payable at Junagadh from any Nationalized / Scheduled Bank except Co-operative Bank. DD shall be valid up to 90 Days.		

5.4	Other Documents required to be submitted physically along with technical bid (Part-1):			
	a. As per part-1(Annexure-3.2)			
6.0	Opening of Tender: Valid Bank Solvency issued in financial year - 2022 of not less than Rs.5,00,000/ of Nationalized / Schedule bank.			
6.1	Intending bidders or their representative who wish to remain present at Registrar Office at the time of tender opening can do so.			
7.0	Contacting C	Officer:		
7.1		s/clarification if any required will be available from Store Officer Bhakta Kavi a University, Phone. No. <b>0285-2681513.</b>		
7.2		needs any clarification/assistance or if training required for participating in online an contact at following office.		
7.3	(n)Code solutions A division of GNFC 403, GNFC Info Tower, Bodakdev, Ahmedabad- 380 054 (India) Tel: 079-40007300, 323 E-mail: <u>nprocure@ncode.in</u>			
7.4	Tender can also be seen from BKNMU website <u>www.bknmu.edu.in</u> at tender option.			
8.0	General instr	ructions:		
8.1	The tender fees will not be refunded under any circumstances.			
8.2	Conditional te	ender shall not be accepted.		
8.3	This tender no	otice shall form a part of tender document.		
8.4	The tenderers are advised to read carefully the "Instruction for Tenderer" and "Eligibility Criteria" (Annexure-3, 3.1 and 3.2) contained in the tender documents.			
8.5	The Internet site address for E-Tender is <u>http://nprocure.com</u> and that of corporate web site is <u>www.bknmu.edu.in</u> at Tender option.			
8.6		avi Narsinh Mehta University reserves the rights to reject any or all tenders without reason thereof.		

## Memorandum and Information of Tender

- Name of University inviting the tender: Bhakta Kavi Narsinh Mehta University
- Bid inviting/opening authority with Address: Registrar, Bhakta Kavi Narsinh Mehta University at Admin Buildings and campus of Bhakta Kavi Narsinh Mehta University situated at Bhakta Kavi Narsinh Mehta University road, Khadiya, Junagadh-362 263.Ph. (O) 0285-2681400, Email.: <u>info@bknmu.edu.in</u>
- Name of work: Providing security services for the several bldgs. and campus and other place of Bhakta Kavi Narsinh Mehta University
- Name & address of buildings/campus for which security service is to be provided:
  - (1) Bhakta Kavi Narsinh Mehta University situated at Bhakta Kavi Narsinh Mehta University Campus, Khadiya, Junagadh-362 001

(2) As and where/when required at other buildings/campuses.

Tender type	Open Tender Technical bid(Part-1) by physical submission & financial
	bid by online e-tender only.
Description of work in short	Security Services
Date & time of start Downloading Period of tender	Dt. 08-04-2022 at 11:00 am onwards, bidders can download the tender
documents	documents free of cost from the website : <u>www.bknmu.edu.in</u>
Last date & time of online submission of technical bid (Part-1)	Dt. 28/04/2022 up to 18:00 hrs.
Last date & time of submission of price/ commercial/financial bid by e tendering online only (Part-2)	Dt. 28/04/2022 up to 18:00 hrs.
Last date of submission of technical bid(Part- 1),prequalification form, tender fee, EMD, bank solvency certificate and other documents as per Annexure-3.2 by RPAD/courier at University address mentioned in clause-4 of Notice Inviting Tender	Dt. 04-05-2022 up to 18:00 hours
Address for submission of technical bid(Part- 1),prequalification form, tender fee, EMD, bank solvency certificate and other documents as per Annexure-3.2 by RPAD/courier in a single envelope superscribed with," tender for security services of BKNMU" with the name and address of sender	Registrar, Bhakta Kavi Narsinh Mehta University, Government Polytechnic Campus at Bhakta Kavi Narsinh Mehta University Road, Khadiya, Junagadh-362 263
Tender Fee/EMD	Separate D.D. of (1) Rs.1500/- for tender fee and (2) Rs.75,000/- for EMD IN original shall be submitted along with technical bid.D.D. shall be in the name of Registrar, Bhakta Kavi Narsinh Mehta University payable at Junagadh and of Nationalized/Scheduled bank only(except co- operative bank) having validity of 90 days.
Bank solvency certificate	Solvency certificate of the amount of Rs.5,00,000/-issued by Nationalized/Scheduled bank in the financial year - 2022 shall be submitted in original along with technical bid
Validity period of offer	90 days from date of opening of financial/commercial bid. No change shall be allowed.
Security deposit	Rs. 5 % of contract value in form of D.D / F.D.R for period of 12 months of Nationalized Bank only in favor of "The Registrar, BKNMU Junagadh" payable at Junagadh, to be submitted on issue of LOI.
Time limit of work	12 months from date of work order. It can be extended for the required period of time at the discretionary of BKNMU authority but not more than 12 months.
Date and time of opening of technical bid	Dt.: 07/05/2022 at 03:00 P.M. at the office of the bid opening authority. Tenderer are requested to remain present.
Date and time of opening of commercial/financial bid (prequalified agency only)	Time: Will be announced after the Technical Bid Opening
Pre-qualification criteria and selection of agency	As per Annexure-3, 3.1 & 3.2

• Bidders can download the tender documents free of cost from the website <u>www.bknmu.edu.in</u>

• Bidders have to submit financial Bid in Electronic format only & technical bid with pre-qualification form with relevant document in hard copy by R.P.A.D. / Courier at above mentioned website & address respectively till the date & time show above.

### Information and instructions to Tenderers

**1.**Tenders are invited in two parts bid system,(1) technical bid/prequalification(part-1) submitted in physical form and (2) Financial/commercial bid to be submitted only by online e-tendering only by Registrar on behalf of the Bhakta Kavi Narsinh Mehta University from experienced Tenderer or Bidder for supply of manpower for security services.

#### 2. Scope of work:

Tenders are being invited for the Supply of Manpower for security services/guards with and without arms.

- 2.1 Tenderers will have to provide the security services for the buildings/campus under BKNMU as per order and will have to provide the numbers of Security personnel as per requirement of BKNMU time to time. Location and points of guard shall be determined in consultation with Tenderer or Bidder by BKNMU authority.
- 2.2 The proposed cadre wise estimated quantity which may be more or less as per actual requirement is as under in nos. of persons/per day/for shift of eight hrs.:
  - a) Security Guards: 12 Nos. (Female Guard required for day shift only)
  - b) Security in-charge: 01 Nos.
- 2.3, 7 x 24 hours of cadre wise duty as required by BKNMU will have to be provided.
- 2.4 The category wise nos. of personnel for security with locations (point) will be intimated as and when required time to time. The Tenderer or Bidder will have to provide the security personnel accordingly.
- 2.5 The contractor/agency/Tenderer or Bidder will be liable to work/perform duty as per conditions of contract as per Annexure-4.

#### 3. Mode of submitting tender:(Online)

- 3.1 Tenderers should submit the technical bid, prequalification form & other relevant document as said in part-1 of tender at the address of the bid inviting authority before last date. The envelope should be superscripted with, "Tender for security service for BKNMU" with name & address of sender and shall be sent by RPAD/ courier only.
- 3.2 Commercial/financial bid (part-2) shall be submitted in electronic format by e-tendering only before last date.

#### 4. Eligibility & qualification of tenders:

The Tender shall be considered on the basis of fulfillment of eligibility/prequalification criteria indicated in Annexure-3 and Annexure-3.2. Relevant documents as described in Annexure-3.2 shall be submitted along with technical bid.

#### 5. Tender fee & earnest money deposit:

- 5.1 Tender fee of Rs.1500/- and Earnest Money of Rs.75,000/- is payable along with the technical bid in original in form of D.D. of Nationalized/Scheduled bank (except co-operative bank) in the name of Registrar, Bhakta Kavi Narsinh Mehta University payable at Junagadh. Any bid not accompanied with requisite tender fee/ Earnest Money in acceptable form shall be rejected. Bid shall not be opened without the receipt of tender fee/ Earnest Money.
- 5.2 The Earnest Money will be returned to the unsuccessful Tenderers. The Earnest Money will be returned to the successful Tenderer after he furnishes Security Deposit and duly enters into the contract,
- 5.3 Within ten days or within such time as may be decided by the Tender Inviting Authority from date of receipt of the letter accepting his tender. The successful Tenderer shall furnish the required Security Deposit and attend the office of the Tender Inviting Authority for execution of the contract documents. If he fails to furnish the Security Deposit or to execute the contract document, his Earnest Money shall be forfeited and the bidder shall be disqualified for bidding in the Organization of the Employer.

#### 6. Tenders are invited under two-part bid system:

In the first cover, "Pre-qualification Information" supported by documentary evidence is to be enclosed along with technical bid (part-1) and other documents. "Financial Offer/ Price Bid" (part-2) is to be submitted by online –tendering only. Part-1 is to be enclosed in sealed cover should indicate and be marked as "Tender for security service of BKNMU" with the name & address of sender.

- 7. Intending bidders can get additional information about the nature of services to be provided by personal visit to the Office of the Tender Inviting Authority. Store Officer may be contacted for this purpose during office hours on any working day.
- **8.** Before filling this tender, the contractor shall visit the Offices/buildings/campus for which security service is to be provided and satisfy himself as to the conditions prevalent there for the satisfactory performance of the contract. No claim, whatsoever, on any such account shall be entertained by the Employer in any circumstances.
- **10.** First of all, the technical bid (Part-1) will be opened. After scrutiny and verification for qualification as per documents provided by tenderer, accessed according to qualification criteria by competent authority. "Financial/ Price Bid" of only those bidders will be opened who are qualified on the basis of qualification criteria.

#### **11. Tender Validity Period:**

The tender offer shall remain open and valid for acceptance for a period of 90 days to be counted from the date of opening of financial bid. However, the validity period can be extended with the consent of both the parties. If tender is withdrawn or modified during validity period or fails to sign the agreement (Formal contract) after acceptance of his offer or fails to commence the work (fails to provide the manpower) within ten days of issue of acceptance letter, the Earnest Money is liable to be forfeited and the bidder shall be disqualified for bidding in the Organization of the Employer.

#### 12. Method of Signing Tender :( For technical bid (part-1))

- 12.1 If the tender is made by an individual, it shall be signed by the individual above his full name and current address.
- 12.2 If the tender is made by a proprietary firm, it shall be signed by the proprietor above his full name and the full name of his firm with its current address.
- 12.3 If the tender is made by a firm or partnership, it shall be signed by a partner of the firm holding the power of attorney and digital certificate for the firm. A certified copy of the power of attorney shall be produced along with other documents. A certified copy of the partnership deed, full name and current address of the firm, and full names and the current addresses of all partners of the firm shall also be produced along with other documents.
- 12.4 If the tender is made by a limited Company or Corporation, it shall be signed by a duly authorized person holding digital certificate for the company/ corporation and power of attorney for signing the tender in which case a certified copy of the power of attorney shall be provided separately along with other documents. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- 12.5 If the tender is made by Co-operative Society, it shall be signed by the Chairman of the Society duly supported by the Resolution of the Society to participate in this bid.
- 12.6 Joint venture/consortium not allowed

#### 12(A). Method of Signing Tender :( For financial/commercial bid(part-2))

To be signed digitally, having registered with (n)code solutions & procuring legal valid digital certificate for financial/commercial bid (Part-2)

- 13. The contractor shall comply with the provisions of the Apprentices Act 1961, Minimum Wages Act 1948, Workmen's Compensation Act 1923, Contract Labour (Regulation and Abolition) Act 1970, Payment of Wages Act 1936, Employer's Liability Act 1938, Maternity Benefits Act 1961, the Industrial Disputes Act 1947, and other labour laws as applicable and the Rules and Regulations issued there under from time to time. Failure to do so shall amount to breach of the contract and the Officer Inviting/Accepting Tender may at his discretion terminate the contract. The contractor shall also be liable for any pecuniary liability arising on account of violation by him of the provisions of any of the laws, including labour laws.
- **14.** The tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer shall in no case be liable for these costs.

#### 15. Right of Rejection of Tenders:

- 15.1 Right to reject any or all tender (s), without assigning any reason thereof, is reserved by the Tender Inviting Authority.
- 15.2 In complete tenders or tenders not fulfilling any of the conditions, specified above, are liable to be rejected without assigning any reason.
- 15.3 In addition to the above, the tender shall also be liable to be rejected outright if; a. tenderer proposes any alternation in any condition; or

b. The bidder or in the case of a firm, each partner or the person holding the power of attorney thereof has not signed; or

c. Tenderer has not paid the Tender Fee and Earnest Money.

d. After opening of financial bid, he will have to justify the rates given by him concerns to all cadre about fulfillment of minimum wages act, VDA, ESI, EPF, Bonus, Leave amount, Gun allowance and service charges (except service tax). If BKNMU feels that rates quoted does not fulfill the inception of all above then tenders liable to be rejected. See (Annexure-3.1) also.

- **16.** It shall be sole responsibility of the contractor to ensure effective security and if there is any loss to the institute during the course of their duties on account of dishonesty, theft, inconvenience or due to any other than natural calamity, the same shall be recovered from the agency.
- **17. Inventories**: Bidder/Tenderer will take over all the items as decided by BKNMU and will be responsible for any loss, damage, theft of these items. In case of any loss, damage or theft of these taken over items, the cost will be recovered from the dues of the contractor/Bidder
- **18.**The contractor / Bidder will take all steps as required under law in case of any loss or other contingency in consultation and on behalf of the BKNMU.
- **19.** The contractor shall have to file a police complaint in case of any theft or damages to university property.
- **20.** The contractor / Bidder will ensure that no item of the institute is taken out from the building/their place of duties/campus without proper gate pass issued by the BKNMU. The entry on this account is to be made in the register to be kept for the purpose. Any vehicle coming or going out from the premises is to be recorded/ made in the aforesaid register in the account.
- **21.**All materials, equipment's, Effective communication equipment's, summer and winter uniform to staff, I/Cards, Name Plates, big size quality torch and battery cells thereof, heavy duty lathies of suitable size, whistle and stationery required for performance of the services/arrangements i.e. security services will be provided by the contractor. The contractor will ensure those people deputed for security duty are well trained in use of firefighting equipment's also.
- 22. The contractor will not sub-let the contract for these services to any other agency or individual(s).
- **23.**The contractor will be abided by all labour law (including obtaining labour license from competent authority). The BKNMU will not be responsible for any dispute arising out of contravention of any labour laws/other laws.
- 24. The contractor will maintain absolute security with regard to all the matters that comes to his knowledge by virtue of its contract.
- 25. The responsibility for performance of this contract on holidays and Sundays would be of the Contractor / Bidder.
- **26.**Since the personnel will be the employees of the contractor, the BKNMU will not have any concern or relation with them either directly or indirectly, all statutory obligations shall be discharged by the contractor.
- **27.**The Contractor shall be responsible for minimum wages and other incidentals to the workers deployed as per the statutory provisions of the relevant Acts.
- **28.**It will be the responsibility of the contractor to make payment to the workers/security guards by 7th of every month irrespective of the payment received from BKNMU. Payment to the contractor shall be processed by BKNMU after disbursement of the payments to the workers / security guards by the contractor.
- **29.** A penalty of Rs. 1,000/- (one thousand) per day per person will be imposed in case of delay in disbursement of salary by the contractor for a month beyond 10th of the next month.
- **30.**Building/campus wise **c**onsolidated bill with full details of cadre wise presence for each separate building/campus pertaining to the previous month along with copy of wage sheet duly acknowledged by the responsible person of the contractor (individually for BKNMU along with list of workers, their EPF & ESI A/C nos. under seal and signature of contractor) etc. will be submitted by the contractor with certification of relevant nodal officer. After due scrutiny, BKNMU will make requisite payment to contractor within 15 days of submission of the bill. The Contractor shall put up claim of statutory deductions made after the deposit of the challans for the same. The same shall be reimbursed within one week of the submission of the bills in order.
- **31.**The workmen of the contractor shall have no privacy of the contract with the BKNMU and there shall be no master servant relationship between the BKNMU and Contractor's workmen of any nature whatsoever.

- **32.**Security guard/worker employed must be physically fit and should not be more than 55 years old and not less than 18 years old (Birth Date Certificate must be attached of each security personnel in the BKNMU Office).
- **33.** The contactor will ensure 08 hourly round the clock duty by the security guards but strictly not beyond 08 hours in a day by an individual. Duty Chart should be put before the Officer In-Charge
- **34.**The contractor will ensure preferably the recruitment of ex-servicemen and suitable replacement of inefficient and dull security guards on quarterly basis.
- **35.**The contractor will ensure that security in charge/ supervisors shall be retired army persons (of minimum JCO/ Hawaladar rank) only. It will be preferred that security guards to be deployed are also retired army persons.
- **36.**Schedule indicating no. of guards/supervisors to be deployed with their place of deployment shall be got approved by the contractor from officer in charge of relevant campus/building before placement. Any change in the schedule will also be got approved from BKNMU. The contractor will submit a daily report indicating the no. of guards/supervisors deployed with their place of deployment. The security guard will have to do the duty like reception, guidance to outsider as well as prevention of building/campus from spitting, damaging or any other hazard over and above his security duty. He will have to maintain and manage the undue use or wastage of electricity power by closing the switches in area where power supply is not required. Security supervisor will have to keep custody of keys of the all the offices and will have to maintain issue and receipt register for the same. Security supervisor will have to ensure that no material/peripherals are going out without gate pass. Breach of this kind of duty will be considered serious and penalty of Rs.1000/- per day shall be imposed and recovered from the contractor's bill. No security personnel is supposed to take sleep during his duty, if found his duty will be discharged from the BKNMU.

#### **37. Declaration:**

The tenderer will have to make declaration enlisted in the form attached herewith and shall affix his signature to the form in token of correctness of declarations made therein.

- (1) I/We hereby declare that I/we have visited the site and fully acquainted myself/ ourselves with the local situations regarding materials, labour and other factors pertaining to the work before submitting this tender.
- (2) I/We hereby declare that I/We have carefully studied the conditions of contract, scope and other documents of this work and agree for executing the same accordingly,
- (3) I/We hereby declare that I/We have no business or family relationship with a member of the Employer's staff. Who is directly or indirectly involved in any part of (i) the preparation of tender document. (ii) The selection process of the bidders or (iii) supervision of the contract except the following Employees of the employer for whom the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the contract.

Sr No.	Name of the Employer's employee	Designation and office in which he is working
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- (4) I/We hereby declare that the service provided to university under this contract shall be of best quality and workmanship and shall be strictly in accordance with fulfillment of all the relevant laws as said in para (13) above.
- (5) I/We hereby agree to supply/provide the best personnel having very good character according to requirement of BKNMU
- (6) I/We hereby guarantee that the said services would be continuously delivered during the tenure of contract and if not found satisfactory or breaching the laws set for will be deemed seriously by BKNMU and BKNMU may reject our contract without any notice.
- (7) I/We/am hereby guarantee to pay or shall be responsible to pay according to minimum wages Act and other incidentals to the workers deployed as per the statutory provisions of the relevant Act.

Date:\_\_\_\_\_ Place:\_\_\_\_\_

(Signature of the Contractor/ bidder with Seal)

## **Prequalification criteria**

- 1.0 The bidder must provide all the information asked as per Annexure-3.2
- 2.0 The bidder must provide all the certified documents/original documents/notarized declaration asked as in Annexure-3.23.0 Minimum average annual turnover of financial year 2021-22, 2020-19 and 2019-18 shall not be less than 25 Lakhs from
- similar jobs of security services. The turn over shall be of the wages paid to the security guard only.
- 4.0 The bidder must have the experience of completed three financial years in security services in continuity. Joint venture/consortium not allowed.
- 5.0 The bidder must not be black listed and/or having no inquiries/cases pending against him by Government of India, Government of Gujarat or any state board/universities/corporation since inception of the firm
- 6.0 No police/court case should have implemented against the bidder from the date of commencement of profession to the date of offering bid
- 7.0 He have to give declaration regarding payment as per minimum wage Act as per Annexure-3.2
- 8.0 He must have the minimum strength of security guards without arms/with arms not less than 30 in his payroll (with proof) and for that he must provide the documents of EPF and professional tax challans.
- 9.0 The bidder if fails to comply with any of the provisions asked as per Annexure-3.2and/or not providing information then he is likely to be disqualified.
- 10.0 ISO certified Tenderer or Bidder is preferable.
- 11.0 If any information found false with a malafide intension of getting qualified will be treated serious and his EMD is likely to be forfeited and he will be blacklisted for not giving any work in future.
- 12.0 BKNMU may ask to produce original documents where certified photocopies are produced
- 13.0 After opening of technical bid and selection of qualified Tenderer or Bidder a competent committee will accord rank numbers like 1,2, 3 ......etc. assessed as per the data provided as per Annexure-3.2 by the Tenderer or Bidder/contractor.

Rank-1 is top and consecutives shall be in descending order. Committee will decide the rank number according to criteria laid down or by marking pattern which shall be decided before opening technical bid. The University may also decide minimum cutoff qualifying marks.

## Annexure-3.1

## Selection of Tenderer or Bidder for tender acceptance

- 1.0 After the pre-qualification selection of Tenderer or Bidder is done according to Annexure-3, financial bid will be opened online.
- 2.0 After opening of financial bid contractor/Tenderer or Bidder will have to justify the rates given by them in concerns to all cadre about fulfillment of minimum Wages act, VDA, ESI, EPF, Bonus, leave amount, Gun allowance and service charges (except service tax) When asked by the BKNMU. If BKNMU fills that rates quoted does not fulfill the inception of all above then tender is liable to be rejected.
- 3.0 Where amount of total tendered cost quoted is FOUND SAME then selection of Tenderer or Bidder will be according to rank number as per Annexure-3 para(13). i.e. As per example, agency A, B and C have quoted equal total tendered cost and agency A is having rank no.4, agency B is having rank no.6 and agency C is having rank no.3 then agency C shall be qualified for acceptance of tender.
- 4.0 BKNMU reserves the right to split and allot the work to two different agencies but at the rates of L1.

## Annexure-3.2

## **Pre-Qualification Information**

1	Name, address, cell phone and e-mail address of office of the Tenderer or Bidder	
2	Certified copy of registration (with state government, central * government, municipal corporation)	
3	Name and address of owner/partners/power of attorney *	
4	Cell no./Phone no./FAX no./Email address of owner/partner/sole proprietor of agency	
5	Details of Owner with certified copy of document for * constitution of the Firm/ Company of Tenderer or Bidder (Sole proprietor, partnership/ company/ cooperative society)	

	Submit certified co Total no. of staff w (a) Security in-char (b) Security guards Note: He must h guards without ar payroll(with proof)	rge	of security n 30 in his e the			
(5) Fo	Submit certified co Total no. of staff w (a) Security in-char	ith agency ge	port *			
(5) Fo	Submit certified co		port *			
(2) If (3) Tl	ertified copies of wo contract is complete he information of fin Vork order and compl	rk-orders and certificate of th d attach certified copy of con ancial year 2020-21,2019-20 etion certificate must clearly e agency must have the expe	npletion certific ,2018-19 and co define that the rience of compl	cate. * urrent year should work is of security	be provided in c service. *	-
	1	2	3	4	5	completion certificate 6
9	Sr. No.	Institute/company name, address, telephone/Mob.no.	Period of contract date:to	Amount of annual contract	Nos. of security personnel supplied	Whether the contract is completed yes or no?if completed then attach
	(including current of	g/completed such services (s one) with information as und government/public limited co	er *			
8	i. Copy of ISO certificate preferable *         Date of commencement of profession *         Annual Turn Over of preceding three (03) *         financial years (enclosed C.A. certified copies)         (1). 2020 - 2021 *         (2). 2019 -2020*         (3). 2018 -2019*         (Minimum requirement for qualification is, Average Annual         Turn Over of above three years shall not be less than 25 Lakhs         from similar jobs of security services         Note: Annual Financial Accounts certified by C.A. should be         attached *					
	and Rule-9 of Gujarat Rules 2007 framed under the said Act (When Security Guards with weapons are to be supplied) h. Whether the security guards with weapons intended to be supplied possesses valid license yes or no*					
6	<ul> <li>a. Professional Tax Registration*</li> <li>b. Service Tax Registration*</li> <li>c. PAN (Income tax)*</li> <li>d. P.F. Registration*</li> <li>e.ESI Registration*</li> <li>f. Valid license issued by regional labour commissioner*</li> <li>g. License in Form-VI ISSUED by the *</li> <li>Inspector General of Police (law and</li> <li>Order) of Gujarat State under</li> <li>Private Security Agency Act 2005</li> <li>I b. D. C. G. S. S. 2007</li> </ul>					
		following certificates *				

	<ul> <li>(a) No Defaulter of financial institution</li> <li>(b) No Police/ Court case from date of commencement</li> <li>of profession to date of offering bid</li> <li>(c) To pay not less than minimum wage Act should be given as mentioned below.</li> </ul>	
13	Details of tender fee/EMD/Bank solvency certificate provided for this work	
14	List of client to whom security services is provided currently with name, address, telephone no., cell no., nos. of guards/gunmen provided to clients etc.	
15	Any other information which supports about best services Being provided by the agency.	

#### **Special Note:**

- (1) The details as marked with, "\* " shall be provided with certified photo copy, reference letter, authorized certificate otherwise tender will not be considered.
- (2) Details required in para (12) shall be submitted in original notarized document.
- (3) D.D. of tender fee/EMD to be submitted in original along with original bank solvency certificate.
- (4) If any false information with a malafide intension of getting qualified will be treated serious and his EMD is likely to be forfeited and he will be blacklisted for not giving any work in future.
- (5) BKNMU may ask to produce original documents if required.

#### Notarized declaration shall be as per below on stamp paper:

I/We am/are\_\_\_\_\_\_do hereby declare that our firm is not black listed and no inquiries/cases are pending against us, by Govt. of India / Govt. of Gujarat or any State Board/Universities/corporation, since inception of the firm/company.

I/We am/are \_\_\_\_\_\_do hereby declare that I/am/We/are not defaulter of any financial institution and no police/court case is implemented against us from the date of commencement of profession to the date of offering the bid.

I/We am/are further undertaking to pay the employees /workers deployed not less than minimum wages act and other incidentals as per the provisions of the relevant Act.

I/We am/are further undertaking that if above declaration proves to be wrong /incorrect or misleading our tender/contract stands to be cancelled/terminated.

Place : Date :

Seal and Signature of Authorized person

## **Terms and Conditions of Contract**

#### **Clause-1 Meanings of words expressed in this contract**

In the Contract, as herein after defined, the following word expressions shall have the meanings hereby assigned to them, except where the context requires otherwise.

- a) "BKNMU" means the Bhakta Kavi Narsinh Mehta University, Junagadh-Gujarat.
- b) "The Vice Chancellor (VC)" means the Vice-Chancellor of Bhakta Kavi Narsinh Mehta University.
- c) "The Registrar" means the Registrar of Bhakta Kavi Narsinh Mehta University.
- d) "Contractor" means the individual, firm, Company, Corporation, who enters into the Contract with Registrar BKNMU, and shall include its heirs, executors, administrators, successors, legal representatives, as the case maybe.
- e) "Contractor's Representative" shall mean the person responsible for execution of the contract who shall be so declared by the Contractor and who shall be authorized under a duly executed power of attorney to comply the instructions and to use, receive materials for works. He shall be capable of taking responsibility for proper execution of works.
- f) "Tenderer or Bidder" means the individual, firm, Company, Corporation submitting a bid/tender.
- g) "Scheduled Bank" means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modification there to.
- h) **"Contract"** shall mean and include the Agreement or Work Order, the accepted Bill of Quantities and Rates, the Conditions of Contract, Instructions to the Tenderers and all other Tender Documents.
- i) **"Tender or Bid"** means the offer (Technical and/or Financial/Commercial) made by individual, firm, Company, corporation for the execution of the works.
- j) "Bill of Quantities (BOQ)" means list of particulars of supply of security staff, their quantities and rates.
- k) "Original Contract Value" means the sum stated in the Work Order/Contract Agreement.
- 1) **"Contract Value"** means the original contract value subject to the adjustments in accordance with the provisions of the Contract.
- m) "Site" means the land and/or other places on, under, in or through which the works are to be carried out, and any other lands or places provided by the Client/Employer/Officer for the purpose of the Contract.
- n) "Approval or Approved" means approval in writing including subsequent written confirmation of previous verbal approval.
- o) **"Work Order"** means the letter from the Employer or the Officer to the Contractor, conveying acceptance of the Tender.
- p) **"Month"** means the Gregorian calendar month.
- q) **"Day"** means the calendar day.
- r) "Time" expressed by hours of the clock shall be according to the Indian Standard time.
- s) **"Tender Date"** means closing date fixed for receipt of tenders as per notice inviting tender or extended by subsequent notification.
- t) "Rupees" (or Rs. in abbreviation) shall mean Rupees in Indian currency.

#### Clause-2 Notices, consents, approvals, certificates and determinations

Wherever in the Contract provision is made for giving or issue of any notice, consent, approval certificate or determination, it shall be in writing and the words notify, certify or determine shall be construed accordingly.

#### **Cluse-3 Communication and Language of Contract**

3.1 Communication to be in writing

All notices, communications, references and complaints by either party to the Contract shall be in writing in English/

Gujarati. Communication from only authorized representative of the Contractor shall be entertained.

3.2 Language of Contract

The Contract document shall be drawn up in English.

#### **Clause-4 Laws Governing the Contract**

The Contract shall be governed by the laws in force in India and its jurisdiction will be appropriate court of Junagadh city.

#### **Clause-5 Contractor's Understanding**

The Contractor shall be deemed to have satisfied himself, before tendering, as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the Bill of Quantities (Schedule-B), all of which shall except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution, completion and maintenance of works.

#### I/c Registrar Bhakta Kavi Narsinh Mehta University, Junagadh

#### **Clause-6 Contract Agreement**

The Contractor shall enter into and execute the Contract agreement in the form of agreement within 15 days from the date of issue of Work Order. The stamp papers of the requisite value as per the prevailing laws shall be provided by the Contractor at his own cost. Original agreement shall be retained by the BKNMU and a certified copy shall be made available to the Contractor.

#### **Clause-7 Rates and Taxes**

The rates in the contract are inclusive of all Govt. taxes/ GST/ incidences and liabilities for observance of labour laws. Bhakta Kavi Narsinh Mehta University is an educational related body, hence as per notification no.06/2014-service tax of GoI, ministry of finance, New Delhi dated 11<sup>th</sup> July 2014 service tax for security services is exempted. Even if Service Tax is payable by the Tenderer or Bidder, the same will be paid extra, as per actual. For this purpose, Service Tax will be shown as separate item in the bill to be produced by the Tenderer or Bidder, wherein Service Tax Registration Number will be shown. 7.1

Rates are fixed for the entire period of contract, and shall not be revised due either to revision of existing taxes, cesses, labour laws or due to levy of new taxes / cess and revision of labour laws,

#### **Clause -8 Security Deposit**

8.1 Rs. 5 % of contract value in form of D.D / F.D.R for period of 12 months of Nationalized Bank only in favor of "The Registrar, BKNMU Junagadh" payable at Junagadh, to be submitted on issue of LOI.

8.2 Security Deposit is furnished as the guarantee for due fulfillment of all obligations under this contract. This contract is for supply of security guard etc. to Offices/buildings/campus of BKNMU. The amount of security deposit can be appropriated by the Employer for due fulfillment of obligations of the Tenderer or Bidder under this contract if the Tenderer or Bidder fail to comply with instructions of the Officer who has signed this contract on behalf of Employer under any contract condition or towards dues payable by the Tenderer or Bidder stemming from this contract, or other contracts of the Tenderer or Bidder with the Employer.

8.3 Security deposit shall be forfeited and credited to the Employer in case of default by the Tenderer or Bidder for failure to render services or for resorting to unhealthy practices in performance of the contract.

8.4 Security deposit shall be refunded to the Tenderer or Bidder One month after satisfactory completion of work/satisfactory delivered the service and expiry of contract after adjusting dues recoverable from Tenderer or Bidder, if any.

#### **Clause-9 Provisions of Efficient and Competent Staff**

9.1 The Contractor shall employ and keep on the works at all times efficient and competent staff to give necessary directives to his workers to see that they execute works in a safe and proper manner. The Contractor shall employ only such supervisors and workmen as are capable, careful, and skilled. The BKNMU shall be at liberty to object to and order the Contractor to remove forthwith from the duty of any person employed by the Contractor in execution of this contract, who, in the opinion of the BKNMU, misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the BKNMU to be undesirable and such person shall not be employed again in the works without the written permission of the BKNMU. Any person so removed from the works shall be replaced as soon as possible by a competent substitute.

9.2 The Contractor shall maintain absolute security with regard to all the matters that comes to his knowledge by virtue of this contract or otherwise.

#### **Clause-10 Commencement of Work**

The Contractor shall commence the works within a period of 07 days from the date of issue of Work Order.

#### **Clause-11 Indemnity by The Contractor**

#### i. Indemnity against all actions of Contractor

The Contractor shall hold and save harmless and indemnify the BKNMU/Officer/property from all actions, suits, proceedings, loss, costs, damages, charges, claims and demands of every nature and description brought against or recovered from the BKNMU/ Officer/property by reason of any act or omission of the Contractor and/or his representative and/or his Employees in the execution of the works or in the guarding of the same. All the sums payable by BKNMU by way of compensation under any of these conditions shall be recovered from the dues of the Contractor, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

#### ii. Indemnity against all Claims

The Contractor shall, at his own expense, arrange for the safety provisions as required by any law in force, in respect of the guards employed directly or indirectly for performance of the works, and shall provide all facilities in connection therewith. The responsibility for implementing the instructions/guidelines for working on National Holidays and Sundays shall be of the Contractor.

BKNMU shall not have any concern or relation either directly or indirectly with the personnel employed by the contractor for

Execution of this contract and all the statutory obligations shall be discharged by the contractor. This agreement will be a commercial agreement and not one for creation of employment.

#### **Cluse-12 Occupation and Use of Land**

No land belonging to or in the possession of the BKNMU shall be occupied by the Contractor without written permission of the University. No unauthorized buildings /huts /construction /structures will be put up by the contractor in BKNMU campus.

#### Clause-13 Fulfillment of labour laws and statutatory regulations

In dealing with employees, the Contractor shall comply fully with all laws and statutory regulations such as

- i) Workmen's Compensation Act,1923
- ii) Payment of GratuityAct,1972
- iii) Employees Provident Funds and Miscellaneous Provisions Act,1952
- iv) Maternity Benefits Act, 1951
- v) Contract Labour (Regulations and Abolition) Act,1970
- vi) Minimum Wages Act1948
- vii) Payment of Wages Act1936
- viii) Equal Remuneration Act1979
- ix) Payment of Bonus Act1965
- x) Industrial Dispute Act1947
- xi) Industrial Employment (Standing Orders) Act1946
- xii) Trade Union Act1926
- xiii) Child Labour (Prohibition and Regulation) Act1986
- xiv) Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act1979
- xv) The Factories Act1948.
- xvi) Apprentices act1961.
- xvii) Employee's liability Act1938.

and other laws or Regulations framed by competent legislative authorities from time to time as may be applicable in accordance with the various Acts and Regulations with all up to date amendments.

- The Contractor shall ensure that he observes strictly inter alia the following:
- a. Wages paid are not less than those prescribed as per law.
- b. Wages and other dues are paid regularly and in time.
- c. Liens/licenses are obtained as required under any of the acts or regulations.
- d. Maintain prescribed records and submission of necessary statements to authorities concerned and display required notices.
- e. Take prompt action on any instructions / directions from the authorities under various labour laws.
- f. He will obtain the license in Form-VI ISSUED by the Inspector General of Police (law and Order) of Gujarat State under Private Security Agency Act 2005 and Rule-9 of Gujarat Rules 2007 framed under the said Act (When Security Guards with weapons are to be supplied)
- g. Whether the security guards with weapons intended to be supplied possesses valid license yes or no

The Tenderer or Bidder will pay not less than Minimum Wages to the servers and will extend all facilities as per applicable labour laws to the servers. He will be responsible for of obtaining Labour License and P.F. registration Number, where applicable for the server. He will also have to train his personal and would have to take group Insurance of the servers at owner's cost. The Tenderer or Bidder will have to produce to the Officer of Employer, proof of having complied with the above obligations or Exception Certificates from the Statutory Authorities. The offered and accepted tender rates shall be deemed to be inclusive of all financial incidences for observance of above obligations.

#### **Cluase-14 Claims on account of violation of labour laws**

If any moneys shall as a result of any instructions, directions or decisions from the authorities or claim or application made under any of the labour laws or regulations be directed to be paid by the BKNMU because of any failure of the Contractor, such moneys shall be deemed to be moneys payable to the BKNMU by the Contractor and on failure of the Contractor to repay the BKNMU any moneys paid or to be paid as aforesaid within seven days after the same shall have been demanded, the BKNMU shall be entitled to recover the amount from any moneys due or becoming due to the Contractor under this or any other contract with the Employer. The BKNMU shall not be bound to contest any such claim or demand unless the Contractor makes a written request for it, and Contractor's reasons for contesting are considered reasonable by the BKNMU and the Contractor deposits the full cost that the BKNMU may have to incur in contesting the case.

The Contractor shall be responsible for safety of all employees employed by him on works, shall report accidents, occurring on works to the BKNMU, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. In case of fatal accident, it will be Contractor's responsibility to report accident to police keeping the BKNMU advised of the same. The compensation for affected workers or their relatives shall be paid by the Contractor in such cases with utmost expedition in accordance with the Workmen's Compensation Act.

#### **Clause-15 Variation in Quantities**

The quantities of items shown in the Bill of Quantities (Part-2, Schedule-B) are approximate, and liable to vary during the actual execution of the work. The Contractor shall be bound to carry out and complete the stipulated work, irrespective of the variations in individual items, specified in the Bill of Quantities (Part-2, Schedule-B).

#### **Clause -16 Period of Contract and Extension in Time**

The contract will remain in force for the period of 12 months from the date of work order. The period of contract maybe extended further up to reasonable time but not more than 12 months.

#### Clause -17 Liquidated damages:

In the event of the failure of the Tenderer or Bidder to render services satisfactorily and as provided in the contract, Employer will charge liquidated damages at the rate Two percent per day of pro rata amount of remuneration per day. Levy of Liquidated Damages for seven days continuously and on more than three separate events will be considered the cause for termination of contract due to default by the Tenderer or Bidder.

#### Clause -18 Proof of Age, Educational Qualifications and Character Certificate:

The Tenderer or Bidder shall produce the Proof of age, educational Qualifications and details of experience of each server to be deployed on duty, No server should be of the age of more than 55 years as well as not less than 18 years. Further in case of Security Personnel (armed or unarmed) Police Clearance Certificate to the effect that he is not involved in the past in any Police case also shall have to be produced.

#### **Clause -19 Authorized Representative:**

The Tenderer or Bidder will identify and name, building/campus wise his Authorized Representative who can be immediately contacted in case of absence or inadequate presence of the servers on working day. For this purpose, Tenderer or Bidder will produce photograph, address (both residential and of the place of his duty/ availability) and cell number of the Authorized Representative. Instructions / complains communicated to the Authorized Representative on cell phone (followed by written communication on the next day) shall be deemed to have been communicated to the Tenderer or Bidder. Authorized Representative shall make alternative arrangement to restore services and communicate to the Officer of Employer on cell phone, the action taken by him within three hours from the time of cell massage to him for break in services, followed by his written A.T.R.(Action Taken Report.)

#### Clause -20 Uniform and Identity Cards:

All servers shall be supplied, by the Tenderer or Bidder with the uniform, gloves, boots and the caps as per pattern approved by Officer of Employer, for identification of the server, the plate showing the name and designation of the server shall be affixed on the pocket of shirt/ coat of the server. The Server should have authenticated Identification card, while on duty.

#### Clause -21 Contract Not for Employer / Employee Relationship:

The arrangements by the Tenderer or Bidder to make available services to the Employer shall not be deemed to create Employer / Employee Relationship: between the Employer and the servers supplied by the Tenderer or Bidder and Employer will not be responsible for legal obligations towards the servers. The Employer will not be concerned and involved in the disputes about Service matters that may arise between the Tenderer or Bidder and the server supplied by him to the Employer.

#### **Clause -22 Replacement of the Server/S:**

All the servers shall maintain confidentiality of information and movements of the office, officers and the staff of Employer and shall not supply such information to outsiders. Further if the Officer of the Employer is not satisfied with services or behavior of any server, he will communicate to the Tenderer or Bidder or his Authorized Representative to replace the particular person. The Tenderer or Bidder will replace the server on receipt of such communication. No compensation or extra remuneration will be pay able for such replacement.

#### Clause -23 Liability For Damages Caused By Servers:

If the servers supplied by Tenderer or Bidder cause damage to the property of office, wares /cables, pipe lines, records, articles or any moveable / immoveable property due to their negligence, in competency, purposely or innocently, the Tenderer or Bidder shall repair / reimburse or indemnify to the Employer for direct or remote damages caused by servers supplied by the Tenderer or Bidder.

#### **Clause -24 Action for Default and Consequences of Termination:**

25.1 If the Tenderer or Bidder fail to perform and render services as provided in the contract satisfactorily and in time or if liquidated damages are imposed continuously for seven days and on more than three events, the contract is liable to be terminated by the Employer after giving ten days' notice identifying breaches of the contract and giving him one chance to improve and perform contract. If no improvement or corrective measures are taken by the Tenderer or Bidder within ten days, orders for termination of the contract due to default will be issued by the officer of Employer, who has signed this contract.

25.2 If the contract is terminated, following action will betaken

(a) Full Security Deposit will be forfeited

(c) Defaulter Tenderer or Bidder will be debarred for offering bids in Employer for five years

#### **Clause -25 Pre-Matured Closure of the Contract**

The officer who has entered and signed this contract may issue show cause notice stating the violations of the conditions of contract and if the reply of the bidder is not satisfying then the contract can be terminated.

#### **Clause -26 Contract Non-Transferable:**

This contract is non-transferable and the Tenderer or Bidder will not transfer or sublet to anybody else. If he do so, the contract will be terminated and actions as per Clause -24 will be taken.

#### **Clause -27 Insurance of Servers:**

The Tenderer or Bidder shall be responsible for Insurance of Servers of all categories to be deployed under this contract and employed by him on Employer's work against liabilities due to injury / death of such servers while on duty of Employer. He shall produce the copy of Insurance Policy to the Officer of Employer before receipt of payment of 1<sup>st</sup> R.A. bill

#### Clause -28 Death or Insolvency of The Tenderer or Bidder:

If the contract is undertaken by the Tenderer or Bidder as individual owner, the contract will come to an end in the event of death of Tenderer or Bidder. In case the Tenderer or Bidder is declared insolvent, the contract will come to an end. In case of partnership firm sole proprietor or, in case of death, if the remaining partner / legal heirs of sole Tenderer or Bidder are willing to perform the contract for the remaining period of the same terms and conditions, they should communicate their consent in writing, in which case, the officer who has signed this contract on behalf Employer, may grant their request, if he is satisfied about the ability of applicants. When such request is granted, suitable subsidiary contract document will be executed.

#### **Clause -29 Bills and Payment:**

The Tenderer or Bidder will produce the bldg./campus wise monthly bill of the completed month with certified copy of presence register within the week of the following month duly supported by the certificate for satisfactory performance of services of relevant nodal officer or of officer who has been assigned the duty. After the presentation of the bill, the same will be paid before the end of the month in which the bill is presented, if the bill otherwise is in order.

#### Clause -30 Issue of Monthly Certificate For Satisfactory Performance of Services:

At the end of calendar month, the Head of Establishment Branch or officer who has been assigned the duty of the concerned office/campus will certify the presence of personal deployed for security services and bill with Monthly certificate for satisfactory performance of services by the Tenderer or Bidder. This will be the basis for presenting claim by the Tenderer or Bidder.

#### **Clause -31 Settlement of Disputes and Arbitration:**

31.1 Appeal to Vice Chancellor: Any dispute as to the matters arising pursuant to this contract that cannot be settled amicably within 30 days after receipt of decision by the Registrar of BKNMU for the contractor's representation made by reference to this clause shall be submitted by the contractor to the committee headed by Vice Chancellor of BKNMU for settlement. The Vice Chancellor shall convene the meeting of the Registrar and the contractor where the contractor will be given an opportunity to present his case with production of documentary and oral evidence. The Registrar will be given the opportunity to give reply to the issues raised by the aggrieved party and to produce documentary and oral evidence to substantiate his submission. After hearing both the parties, the committee headed by Vice Chancellor will give reasoned decision within 45 days from the date of receipt of appeal by the contractor.

31.2 Arbitration: If the decision of the Vice Chancellor given under clause is not acceptable to the contractor, the dispute shall be referred within 90 days from the date of receipt of such decision or if no decision within specified time of 45 days is given by the Vice Chancellor then after expiry of 45 days, to the (1) The sole Indian Arbitrator appointed by Vice Chancellor under the "Indian Arbitration and ConciliationAct-1996.

31.3 The reference to the Vice Chancellor or to the Arbitrator under this Clause shall not entitle the contractor to stop the progress of work. The contractor shall endeavor to finish his job with stipulated time.

## Tender Document for Security Services Bhakta Kavi Narsinh Mehta University, Junagadh

#### Name of Work :

Providing security services for the several bldgs. And campus of Bhakta Kavi Narsinh Mehta University



## **Commercial/financial bid**

**Note:** To be submitted in electronic format by e-tendering only

Sr.No.	Particulars/Matter	Page No.
1	Commercial/Financial/Price bid (Annexure-5)	25

- (a) The Security Agency must submit Bank Account Number, Copy of the Pass Book in respect of each Security Guard.
- (b) The Security Agency must pay monthly salary to the concerned Security Guard through Bank (RTGS) only and the Agency shall furnish in the subsequent month details of Bank (RTGS) payment made in the respective Salary account.
- (c) The Security Agency must submit every month Bank Statement of salary deposited for previous month, statutory deductions and payments made to EPF, ESI Authorities etc. The payment in the subsequent month will be made only if the agency submits the above details/Challans etc. and it will be responsibility of the concerned approving officer to ensure the same.
- (d) The Security Guard should maintain Entry Exit Register. Secure all the offices/classroom and building with lock and keys available. Security Guard should assist in taking backup of CCTV recording at periodically as directed by BKNMU officer in charge. Security shall provide only authorized personal entry as directed by The Registrar / Security in charge to administrative block/ HOD offices.
- (e) The Security Agency which fails to comply with the statutory provisions and payment of necessary contributions to be considered for Stop Deal.
- (f) The Security Agency at the beginning of the Contract must submit the list of service Man/Personnel.

#### Duties and Responsibilities of Security Guard / Agency.

- i) To Provide Security services for protection of life, Security against theft, pilferage, fire etc. for man and material in the Campus Area and VC Bunglow of BKNMU.
- Physical guarding of entry/exit points, Responsible for frisking/checking of the visitors during office hours and after, Screening /Directing of visitors. Visitor management in common and during special occasions. Guiding visitors to the concerned officials/occupants, regulating entry. Control the access of persons/vehicles in to and out of the Admin / Academic Block / Hostels / Dining Rooms / Library / Quarters and regulating entry of unwanted visitors / sales man and maintenance of visitor register.
- iii) Checking of gate passes, allowing the entry and exit of material and regulating the entry and exit of vehicles accordingly. Records of the inwards and outwards movement of men and material's, vehicles etc to be maintained with proper checking as per instructions given from time to time by the BKNMU.
- iv) Patrolling and guarding various common areas and surroundings to ensure adequate safety and security. Preventing entry of stray animals like cow, dogs etc. Round the clock patrolling of sites. Ensuring that CCTV and access control systems are monitored and are in operational condition.
- v) Assisting the occupants during emergency evacuation of building. Effective involvement during the crisis management like accidents and bomb threats .Involve in frequent drills for preparation for emergencies. Handling of disaster management in case of emergencies and disasters
- vi) Rescue operation of passengers if stranded in lifts, help occupants in any accidents or medical emergencies. Handling situation in case of fire
- vii) Liaison with appropriate agencies in case of disaster and emergencies and keep excellent liaison and contact with all such agencies
- viii) Lodging of Complaints/FIR in case of any crime or violence and assist the police and other security agencies in their investigation in any related matter.

Any other responsibility in connection with performance of the roles specified though not specifically covered above shall also be considered as part of the responsibilities of the security man power.

(Signature of Contractor)

Address &Seal:

The Registrar BKNMU

## **Commercial/Financial/Price bid**

### E-TENDER NOTICE NO.: 07/2022

### For services of security guards

#### Name of Work:

Providing security services for the several buildings and campus of Bhakta Kavi Narsinh Mehta University

Sr.No.	Cadre	Approximate nos. of three personnel to be deployed considering 8 hrs. shift per day (Total man/day required = 09)	Rate per person/day/eight-hour shift duty (in figures)	Amount considering nos. and rate	
1	2	3	4	$5 = 3 \ge 4$	
1	Male security guards (Un-skilled)	10			
2	Female security guards (Un-skilled) (For Day Shift Only)	02			
3	Male security in- charge(skilled)	01			
			Total Amount		
Total Amount in words: Rupees					

Note: (1) Nos. of personnel to be deployed cadre wise as mentioned in column (3) above is estimated, it may be increased or decreased as per necessity of BKNMU

(2) Rate in figure to be mentioned in column (4) above shall be with all taxes and considering all the inceptions for fulfillment of all the relevant laws (including minimum Wage act + VDA +ESI +EPF+S.C. + Allowance +GST etc.) (General Insurance for the Security staff is required whenever ESI not applicable)

I /We am/are have read all the terms and conditions of contract and all other documents of the tender technical bid as well as price bid and has / have understood properly the nature and method of services of security guards and other personnel as above, with clear understanding.

I/We am/are offer my /our rate as above and agree to abide by the terms and conditions of contract, which shall be executed and signed by both the parties in presence of witnesses.

Date Signature of contractor/Tenderer or Bidder I/c Registrar Bhakta Kavi Narsinh Mehta University Junagadh