Bihar Animal Science University (BASU), Patna

NOTICE INVITING TENDER FOR JOB OF SECURITY SERVICES AT BASU AND ITS CAMPUS

1. Bihar Animal Sciences University (BASU), Patna invites online tenders (https://www. eproc.bihar.gov.in/ BELTRON in Two Bid System (Technical Bid and Financial Bid) from reputed Security Agencies for " **The job of Security Services at BASU and its Campus**". The locations of BASU include; BASU, Head Quarter, Patna, Bihar Veterinary College, Patna, Sanjay Gandhi institute of Diary technology, Patna, Central Poultry Farm Patna, College of Fisheries, Kishanganj and KVK Jamuai.

SL No.	Scope of work	Cost of tender document (In Rupees)	Tender processing Fee (Non Refundable) (inclusive of GST @18.00%) to be paid through e-payment mode (i.e. NEFT/RTGS/,Credit Card/Debit card) (in Rupees)	Earnest Money Deposit (In Rupees)
1	2	4	5	6
01.	The job of Security Services at BASU and its Campus	Nil, bidder may download the tender document from https://www.eproc.bihar.gov.in	Rs. 1180.00	Rs. 5,00,000.00

Tender Schedule/Programme:

Sl. No.	Activity	Date/Time : Duration
1.	Online Sale/Download date of Tender documents	From 30/07/2020 to 24/08/2020 (15:00 Hrs.) (https://www.eproc.bihar.gov.in)
2.	Bid Clarification Date/Time (Pre-Bid Meeting)	07/08/2020 Up to 15.00 Hrs. at Conference Hall N. 02 of Bihar Veterinary College.
3.	Date/Time for submission/ uploading of offer/Bid	25/08/2020 Up to 15.00 Hrs. (https://www.eproc.bihar.gov.in)
4.	Submission of EMD in Hard copy/Original	Before the time of opening of technical bid to the Registrar BASU,Patna
5.	Date & time for opening of Technical Bid	26/08/2020 at 14: 00 Hrs. (https://www.eproc.bihar.gov.in)
6	Contact person/Nodal Officer for queries	DY.Registrar, Bihar Animal Sciences University, Patna
7.	Financial Bid Opening Date and Time	Date to be announced later by competent authority.

*The Venue – Conference Hall No 2, Bihar Veterinary College, Patna.

- Detailed descriptions of the instructions for submitting your tender can be downloaded from e-Procurement Portal **(https://www.eproc.bihar.gov.in)**.

- Tender Fee/Cost has to be paid offline while requesting (Last Date and Time of Requesting) of the tender through e-Procurement Portal **(https://www.eproc.bihar.gov.in)**.

- Tender Processing Fee (TPF) amount to be paid while requesting (Last Date and Time of Requesting) of the tender on e-Procurement Portal **(https://www.eproc.bihar.gov.in through** e-Payment modes (i.e. Internet Banking, Credit / Debit Card,) only.

- Bids along with necessary online payments (Tender Processing Fee) must be submitted through e-Procurement Portal **(https://www.eproc.bihar.gov.in)** before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non Submission of Tender / Non Reconciliation of online Payment caused due to Non availability of Internet Connection, Network Traffic/ Holidays or any other reason."

- The bidders shall submit their eligibility and qualification details, Certificates as mentioned in section etc., in the online standard formats given in e-Procurement Portal **(https://www.eproc.bihar.gov.in)** at the respective stage only.

- The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement Portal **(https://www.eproc.bihar.gov.in)**.

- The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.

- EMD must be enclosed with the hard copy of Technical Bid of the Tender in the form of Demand Draft from any Nationalised Bank in favour of FINANCE COMPTROLLER, Bihar Animal Sciences University, Patna. EMD paid through manual mode only. No interest is payable on Bid Security. Tenders without EMD shall be summarily rejected.

- In the event of any of the above mentioned dates being declared as a holiday/closed day for BASU, Patna, the tender will be opened on the next working day at the prescribed venue and time.

- Tenderers need not to present at the time of opening of tender as all procedures will done on online mode https://www.eproc.bihar.gov.in/BELTRON

- For support related to e-tendering process, bidders may contact at following address "e- Procurement HELP DESK First Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, Patna- 800001. Ph. No: **0612-2523006**, Mob- **7542028164**" or may visit the link "Vendor Info" at **(https://www.eproc.bihar.gov.in)**.

- **Corrigendum/ Addendum,** if any, will be published on the departmental website **www.basu.org.in** and e-Procurement, Bihar **https://www.eproc.bihar.gov.in** itself.

- This Tender Enquiry Document is not transferable.

- Contract will be awarded initially for a period of one year to the successful bidder. This period may be extended on satisfactory performance. The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of requisite amount as applicable in Bihar State. In the event of bidder

- backing out before actual award or execution of agreement, BASU will have right to forfeit the earnest money in full.

- BASU reserves the right to reject all the applications/bids without assigning any reasons whatsoever.

Registrar
Bihar Animal Sciences University

General Instructions to Bidders

1. Scope of work:

The scope of work includes providing security guards on regular basis as and when required by BASU at different locations, who will require to be paid directly by the service provider, for which agency shall be reimbursed as per the prescribed rate. However, the Scope of work may be modified during the period of the contract by mutual consent. In this context, it is specifically clarified that Security Services will include:

- Ensuring Security of the assets of BASU against theft, pilferage and misappropriation.
- Preventing entry of unauthorized persons including hawkers, vendors etc.
- Maintaining records of visitors as directed by BASU.
- Regulating incoming and outgoing movement of material and vehicular traffic; and
- Assisting BASU in handling emergencies like fire, flood, earthquake etc

Present Requirement

S.N.	Description of Work	Points X Shift	No. of Days working
1.	VC Residence, Gate BVC, Girls Hostel BVC, Boys Hostel BVC, TVCC, Girls Hostel SGIDT, Gate SGIDT	7x3=21	30 days
2.	Poultry Farm-I, Poultry Farm-II, ILFC, Guest House	3x3=09	30 days
3.	Library building, FC Office, Lisan Building	2x1=02	30 days
4.	Discretionary duty	2x3=06	30 days
5.	Security Supervisor, Gunman (with Gun)	2x3=06	30 days
6	COF at various points	3x3=9	30 days
	Total	**53**	

2. Qualification Criteria:

Followings are qualification criteria. Interested firm is required to enclose document/ certificate and affidavit (as applicable in this regard).

1. The bidder shall deposit an amount of Rs. 5,00,000.00/- (Rupees five lakh only) as Earnest Money in the shape of Bank Draft/Bankers Cheque from Nationalized or commercial Bank payable to Comptroller, BASU, Patna.
2. The agency must have registration certificate under the Company's Act, 1956 or under other suitable provision for Security job.
3. The agency must have Registration under Contract Labour (Regulation and Abolition) Act 1970.
4. The agency must have ISO 9001:2008 or/ and ISO 9001:2015 certificate.

5. The agency must have certificate (with a list of clients) of experience of three years and above in providing security services to the reputed Govt. organizations / companies in India, 'In case non micro and small enterprises will not meet out prior turnover and experience criteria, the same may be relaxed for micro and small enterprises.
6. Agency must have registration certificates of EPF, ESIC, GST and PAN under the relevant laws.
7. Agency is to be registered under Bihar Private Security Agencies Rules 2011 (read with PSARA Act 2005), and must furnish either Copy of Registration with the bid.
8. Agency should be registered under latest labour law of the state/Centre.
9. Agency/ Guard should have valid licenses of arms and electronic gadgets and sufficient infrastructure of vehicles
10. Agency must have annual turnover not less than 5 crores in Security Service in previous three Financial Years of 2017-18, 2018-19 and 2019-20 (provisional) supported by balance sheet and profit and loss account. In case non micro and small enterprises will not meet out prior turnover and experience criteria, the same may be relaxed for micro and small enterprises.
11. Agency must have minimum two hundred security manpower on its pay-roll as per duly certified documents.
12. There should be no case pending with the police against the Company and should not be blacklisted by any State/Central/PSU/Private organization etc. corroborated by a notarized affidavit to the effect.
13. Self-certificate should be provided that agency will follow the circular No 11/on 1-05/2017 GA 13876 dated 03.11.2017 of general administration department, Govt. of Bihar regarding reservation in manpower.
14. All pages of the bid document must be submitted duly signed and stamped by the firm as a confirmation of acceptance of terms and conditions.
15. A consent that the firm agrees to open an office in the premises of BASU for which they will be provided space free of cost.

3. **Earnest Money Deposit:**

The bidder shall deposit an amount of Rs. 5,00,000.00/- (Rupees five lakh only) as earnest money in the shape of Bank Draft/Bankers Cheque from Nationalized or commercial Bank payable to Comptroller, BASU, Patna. EMD exemption is permitted to firms registered with MSME/NSIC. The Earnest money deposit will be refunded to bidders whose offers have not been accepted within 120 days of opening of tenders. Earnest Money Deposit of the bidder whose offer is accepted will be returned once the performance guarantee @ 10% of the monthly size of the contract or Rs. 5,00,000/- (whichever is higher) is furnished by the bidder.

3. Tender Procedure:

The interested agencies may participate in the online bidding process through e-procuremnt portal by submitting Technical and financial Bid. The firm has to submit hardcopy of Technical Bid with required EMD to the Registrar, BASU

(i) Technical Bid: Bidders must submit the photo-copies of the documents (originals to be submitted for verification when asked for) enumerated in qualification criteria along with demand draft of EMD. The technical bids, which are not accompanied with documents prescribed above, EMD and tender fee, are liable for rejection forthwith

(ii) Financial Bid: Financial bid should be online in the format enclosed with tender. The rate should be quoted on monthly basis in the prescribed format taking into account the rate of wage should not be less than the minimum wage of Bihar Govt. The price quoted shall be inclusive of all taxes.

1. The bidders will be responsible for all other obligations like EPF, ESI, Training & Supervision, Uniform, Leaves, Reliever Cost, Any Special Allowances, Any other Statutory obligations, taxes, Administrative Charges if any, Overheads and Profits.
2. The amount of monthly wages will be revised only when minimum wage revised by the Government of Bihar.
3. BASU Patna will deduct TDS at the prescribed rate from the payment.
4. Tender document with nil service charge will not be acceptable.
5. Bid validity shall be valid up to 90 days from date of submission of tender. Any variation in rates, price of term during the validity period of the offer shall require forfeiture of the EMD. Any other charges in whatsoever name other than specially except the variation in rate of taxes / duties and rete of minimum wages s per law shall not be allowed.
6. Anyone or more of the following action / commission / omission are likely to cause summary rejection of bid.
   i. If not accompanied by required Earnest Money Deposit (EMD)/ proposal fee.
   ii. If received unsealed or improperly sealed.
   iii. If the same is conditional or offering rebate.

4. Evaluation criteria

i. Evaluation will be carried on the basis of selection of lowest evaluated responsive bidder.
ii. Firm meeting of technical qualification criteria will be considered technically responsive.
iii. Financial bid of technically responsive bidders (only) will be opened.
iv. The firm which will have quoted lowest quoted price in its financial bid will be considered the firm successful for placing the order.
v. In case of L-1 is more than one, then the successful bidder will be decided by lottery system among all such L-1's.
vi. In case there is a single L1 bidder and the firm can't supply the whole requirement of BASU, then

BASU shall have liberty to distribute work amongst more than one bidder at L1 rate depending upon the requirement of number of persons required.

vii. BASU does not bind itself to accept lowest or any other bid, and reserves the right to accept or reject any bid, and to cancel the tender document process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without there to incurring my liability to the affected persons on the grounds of BASU action.

viii. The financial bid having agency service charges of rupee zero, nil, fraction of rupees or other abnormally low quotes will be construing as to kill the tendered such bid will be summarily rejection of the bid. Security company bids service charge are not possible for providing security services that tender bid will cancel/reject.

5. General conditions

i. The successful bidder shall have to execute an agreement with BASU on a non- judicial stamp paper of requisite amount as applicable in Bihar State and commence the work within week from the date of award, failing which BASU shall at liberty to forfeit the earnest money and proceed to appoint another agency as it may deem fit.

ii. The successful bidder shall have to furnish bank Guarantee amounting to Rs. five lakh or 10% of monthly payment (whichever is higher) as performance guarantee.

iii. The award of work order, when issued to the successful bidder, constitutes the contract with collateral support from terms and conditions of the tender as well as formal agreement on stamped paper affixed with non-judicial stamps, all of which finally form the contractual obligations to be adhered to and performed by the bidder and the non-performance of any of such obligations make him liable for consequential effects.

iv. The rates to be quoted should include cost of each and every item. The BASU shall not bear any extra charge on any account whatsoever.

v. The firm have to quote the Service Charges per point per month in rupees along with minimum wages & other liabilities to be levied by them for providing the services. TDS as applicable will also be deducted from the bill of the contractor at the source.

vi. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/ deployed by him for the execution of the work in respect of their wages strictly as per minimum wages Central/State, whichever is higher and service conditions and shall also comply with all the rules and regulations, provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and BASU will not be responsible for any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of BASU Authority shall be final and binding on the contractor.

vii. TDS shall be deducted from the payments due for the work done as per rule and any other tax payable shall be paid by the contractor also

viii. The rates quoted in the Price Schedule shall be inclusive of all taxes, levies and statutory liabilities, the wages of the personnel and incentives if any.

6. General Information and Duties & Responsibilities of Security Guards: -

Area to be covered by the Security agency round the clock/ as per requirement. BASU Campus including BVC & SGIDT: - BASU Campus is consisting of various office buildings/ laboratories, girls' and boys' hostel, guest house, sports complex, TVCC, Directorate Office, VC Residence, ILFC, Poultry Farm area. The BASU has residential quarters, and seven gates for the movement. Main office and is covered with boundary wall. The check points stated above which are identified by the security section in order to maintain smooth and efficient function of the security system in the area. In addition to above, security is provided for others official functions, seminars, anti-ragging and other requirements.

Duties and Responsibility of security guards: The firm shall provide security to all areas covered in this tender by deploying security arrangement/ measures. The whole open and built-up area will have to be covered from security angles. The duty area as mentioned above of each point shall be manned by 3 shifts with 8 hours of duty by each guard. No overlapping of duties of any shift/point is allowed. Some of the important situation or items have to be covered by security services of the firm are mentioned below: -

i. Regulate access on all gates, misuse of grounds, unauthorized parking of vehicles.
ii. Prevent loss that is on account of lapses of duties resulting damages, remove/ stolen of items.
iii. To check entry of all vehicles, vendors, operator or personnel etc. such as nuisance elements, stray animals etc.
iv. Day and Night patrolling on regular basis across the campus area covered in the tender.
v. To interact with local police authorities or PCR Van for police assistance for safety of the institute property.
vi. Check and keep record of all incoming/outgoing material, items with proper gate pass.
vii. Undertake firefighting operations with fire extinguishers as when required.
viii. To regulate incoming and outgoing vehicles at the gate and also parking of authorized vehicles only at the proper parking area.
ix. Carry out any other job assigned by the competent authority in the interest of security of the Institute.
x. The security guards will perform their duties in proper uniform with good turnout.
xi. The Bank gate will be closed by the guard at 5 PM to 8AM and will maintain vigil & patrolling in the designated area.
xii. The patrolling guard will patrol the area and report if any diffidence or loss, damage or any other suspected happenings.
xiii. In the field farm area, the guards will properly maintain watch in the field area, will save the crops, grass from outsider and stray animals and security of the various buildings, and other equipment lying in the field
xiv. The firm will maintain proper records of the guards with full bio-data, address, mobile no. and other required certificates.
xv. The security agency is advised to have a complete inspection of the all buildings, area before applying for the security tender.
xvi. The firm will bear the loss or damage occurred due negligence or lapse of duty by the guard.
xvii. The firms are also advised to pay the wages by 7th of every month with proper EPF / ESI contribution and submission of bill in time.

7. TERMS & CONDITIONS:

1. The Security Guard/Supervisor and other staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/ supervisor is to go on leave/ rest under intimation to this office.
2. The Selected agency shall provide minimum two Security Guards per shift having experience to operate fire safety equipment's in case of need and assist the fire brigade in their operation also.

3. A total Points mentioned above in the university will have to be provided security personnel round the clock irrespective of National holidays i.e. 15th Aug, 26 Jan etc. The Security personnel to be deployed will also be given paid weekly off as per provision of labour laws. The reference appropriate to providing of reliever may also be made. The minimum manpower including reliever will **53** It may add that point are continuous to be maintained by the firm for providing security service in the campus. Changing of Staff/Supervisor should be intimated to In-charge, Security Section, BASU.

4. The staff provided should also maintain secrecy and discipline in the premises of Institute.

5. The staff provided should be capable of reading and writing Hindi and English with a minimum qualification of Middle Standard and for Fire Safety, the staff should be qualified in concerned diploma/degree also.

6. The contractor has to get the police verification done with the local police station and a copy of the same may be submitted in the office.

7. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of BASU for the purpose. All complaints should be immediately attended to by the Agency.

8. The Security Supervisor/Security Guards on duty must be in complete uniform (cap, belt, whistle, name badge, shoes & Identity Card etc.) with colour specifications and pattern approved by BASU should be supplied by the contractor along with Lathi, Torch light for night shift, Cycle/ Bike for patrolling duty, rain coat during rainy season & woollen jacket during winter season etc. at his own cost.

9. The agreement is terminable with one-month notice on either side.

10. The contractor shall not sublet the work without prior written permission of the BASU, Patna

11. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded

12. The selected agency shall provide the necessary personnel's for at BASU as per labour acts prevalent in State. The agency shall employ good experience and reliable persons with robust health within 60 years. In case any of the personnel so provided is not found suitable by the BASU, the BASU shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately. No Security Supervisor/ Security Guard perform double duty/shift.

13. The persons so provided by the agency under this contract will not be the employee of the BASU and there will be no employer-employee relationship between the BASU and the person so engaged by the contractor in the aforesaid services.

14. Payment for service contract will be made monthly reimbursement upon submission of pre-receipted bills and proof of document I n the support of such reimbursement.

15. The bidder should quote the rate as per the BOQ strictly in respect of all services covered under this contract. No request for alteration in the service charge once quoted will be permitted during contract period; however, the minimum wages will be allowed as per revision of minimum wages as applicable in Minimum Wages Act of Central Govt./State Govt. GST will be paid extra, if, as applicable.

16. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/ deployed by him for the execution of the work in respect of their wages strictly as per minimum wages Central/State, whichever is higher and service conditions and shall also comply with all the rules and regulations, provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and BASU will not be responsible for any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws.

In case of any dispute, the decision of Competent Authority of BASU shall be final and binding on the contractor.

17. Income Tax shall be deducted from the payments due for the work done as per rule and any other tax payable shall be paid by the contractor also.

18. Changing of Contractual Staff should be intimated to the I.O./Office.

19. The Contractor must employ adult labour only; employment of child labour will lead to the termination of the Contract including other punitive action as deem fit.

20. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time

21. Payment of the wages to the persons deployed by the Agency/Contractor will be made through RTGS only on or before 7th day of succeeding month to the account of contractual worker and copy of 10 payment sheet duly signed by authorized signatory of the Agency/Contractor should be made available to the Indenting Officer every month before verifying the monthly bill. However, in case, the payment to contractual workers is delayed, for whatsoever reason, beyond 07th of succeeding month, penalty @ Rs.1000/- per day will be imposed and deducted from the bill of the contractor. If the delay is repeated in more than 3 occasions, suitable punitive action, including debarment/blacklisting/termination of the contract will be initiated.

22. Successful tenderer will have to enter into a detailed contract agreement with BASU on non-judicial stamp paper of appropriate value.

23. The BASU, Patna reserves the right to reject any or all Tenders in whole or in part without assigning any reason therefore. The decision of Vice Chancellor, BASU shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.

24. The tenure of the Contract will be initially for a period of 12 months which may increase or decrease depending upon the performance of the contractor at the discretion of the Director which is binding on the part of the Contractor

25. Risk Clause: BASU reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Performance Security or pending bills or by raising a separate claim.

8. LIQUIDATED DAMAGES CLAUSE:

- An amount equivalent to two days of contract amount subject to a minimum of Rs.2000/- will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark, it will be brought to the notice of the supervisory staff of the firm by NDRI and if no action is taken within one-hour liquidated damages clause will be invoked.

- No Security Guard perform double duty, in case if they are found performing double duty or remain absent from the duty a penalty of Rs.1000/- per point shall be recovered from the contractor's bill

- Any misconduct / misbehaviour on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.

NOTE: - All the participating bidders should be complying with GST provisions enacted by Govt. of India from the date of 1st July, 2020

9. Legal obligations

1. All manpower employed by Service provider shall be engaged by him as his own employees in all respect i.e. expressed or implied. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various Labour Laws/Industrial Laws of the country, shall be that of the Service provider. The Agency/ Guard should have valid licenses of arms and electronic gadgets and sufficient infrastructure of vehicles. The service provider shall specifically ensure compliance with the following Laws/ Acts and their Enactments/ Amendments.: -
    a. The Contract Labour (Regulation & Abolition) Act, 1970
    b. The Contract Labour (Regulation & Abolition) Central Rules, 1971
    c. The Minimum Wages Act, 1948
    d. The Payment of Wages Act, 1936
    e. The Manpower's Compensation Act, 1923
    f. The Employees' Provident Funds and Misc. Provisions Act, 1952
    g. The ESI Act, 1948
    h. The Payment of Bonus Act, 1965
    i. The Payment of Gratuity Act, 1976

    Service provider shall abide by provisions of the other rules and regulations of Government issued from time to time to this effect. Any payment due to the manpower employed by the service provider shall be sole responsibility of the service provider. If penalized for non-compliance of any of the legal requirements, the service provider shall be responsible for the same and deal with them at its own level and costs, in no way putting any liability on the BASU

2. Service provider shall fully indemnify BASU against all the payments, claims and liabilities whatsoever, incidental arising out of or for compliance with or enforcement of the provisions of any of the Laws/acts in relation to the Contract.
3. The Contract Labour (Regulation & Abolition) Act, 1970, and Rules, 1971 there under and the Central/ State Rules as modified from time to time are applicable to this Contract. The service provider shall comply with these and take steps for getting the agreement registered under the Act. He shall also indemnify BASU from and against any claims under the aforesaid Act and the Rules.
4. The service provider shall also ensure that no manpower below the age of 18 years is employed by him for the above-mentioned jobs.
5. The service provider will deposit the tax (as required and concerned with contract) with concerned authority as applicable and submit the documentary proof of same to BASU
6. The Service provider shall ensure that the payment of wages is made to the manpower employed by him after necessary deductions like TDS, EPF, ESI etc. and the requisite

documents are provided along with the bills. Further the amount shall be made by cheque/ ECS. Issuance of EPF, ESI cards, etc. is the responsibility of the Service provider. No cash payments shall be made to any of the manpower employed through him.

7. BASU shall have the right to check and call documents for the implementation of labour welfare laws and rules.

8. All the services employed by Service provider shall be considered as employees of the service provider and they shall not make any claim in respect of employment and or other service benefits from the BASU in any manner either outside the court or in the court of law. It is further provided that any kind of dispute arising between the Service provider and the manpower shall be entirely the dispute between them only. The BASU shall not in any manner be a party to it. The Service provider will take all necessary steps for redressal of such disputes and shall be solely responsible for the outcome.

Checklist of essential document, certificate and affidavit required to be enclosed with technical bid whose none enclosure may lead to disqualification of the firm.

S No	Document / certificate / affidavit name	Action required
1	EMD of Rs. 5,00,000.00/- (Rs. five lakh only) in the shape of Bank Draft/ Bankers Cheque from Nationalized or commercial Bank payable to Comptroller, BASU, Patna.. EMD exemption is permitted to firms registered with MSME/ NSIC	Enclose
2	Registration certificate under the Company's Act, 1956 or under other suitable provision for Security Job.	Enclose
3	Registration under Contract Labour (Regulation and Abolition) Act 1970	Enclose
4	ISO 9001:2008 or/ and ISO 9001:2015 certificate	Enclose
5	Certificate (with a list of clients) of experience of three years and above in providing security services to the reputed Govt. organizations / companies in India	Enclose
6	Certificates of EPF, ESIC, GST and PAN under the relevant laws.	Enclose
7	Registration under Bihar Private Security Agencies Rules 2011.	Enclose
8	Agency should be registered under latest labour law of the State/Centre.	Enclose
8.	Agency/ Guard should have valid licenses of arms and electronic gadgets and sufficient infrastructure of vehicles	Enclose
10	turnover not less than 5 crores in security service for last three Financial Years of 2017-18, 2018-19 and 2019-20	Enclose
11	Audit Report containing balance sheet and profit and loss account	Enclose
12	No case pending with the police against the Company and should not be black listed by any State/ Central/ PSU/ Private organization etc.	Notarized affidavit
13	Minimum two hundred security manpower	Enclose document
14	Self-certificate should be provided that agency will follow the circular No 11/on 1-05/2017 GA 13876 dated 03.11.2017 of general administration department, Govt. of Bihar regarding reservation in manpower.	Enclose self-certificate
15	Signature and stamp on all pages	Sign and Stamp
16	A consent that the firm agrees to open an office in the premised of BASU.	Consent

		letter
17	Consent that amongst other, following guidelines are in the knowledge of the firm "Ministry of Finance, Department of Expenditure' s guideline – that security chages can not be zero"	Consent letter
18	Technical and financial bids in different envelopes with required superscription	follow
19	Separate envelope super scribed the tender number and the content as 'Tender for Security Service at locations of BASU"	follow
20	Duly filled annexure I	Enclose

Annexure I

Tender for job of Security Services at BASU and its Campus

Technical BID

1. Name of bidder Company: ..... (Attach copy of certificate of registration).
2. Name of Director:.....
3. Full Address of bidder.....
   .....Telephone No.:.....Fax No.:..... E-Mail ID :.....
4. Address of Correspondence of Bidder:.....
   .....Telephone No.:.....Fax No.:.....
   E-Mail ID:.....
5. PAN/GIR No. of the Bidder:.....(Attach self-attested copy)
6. Details of Earnest Money Deposit: Rs .....(in figures)
   Rs..... (in words) DD / PO No. & Date.....
   Drawn on Bank:.....
7. The entire necessary document required in the tender----------
8. Power of Attorney/ authorization for signing the bid documents.
9. Full address of office:_____
10. Unconditional acceptance of terms & conditions of the contract by signing each page by authorized signatory of the bidder as token of acceptance and submit as part of tender document.
11. Please submit an affidavit of following effect:

12. That no matter/issue/claim/allegation/charge with any current or previous principal employer or with any statutory authority regarding less payment than the statutory of any applicable law of land like Minimum Wages Act etc. payable in favour of any employee working for that Principal Employer through the bidder agency [Immediate Employer] is pending. [Cut-off date of the purpose is last date of submission of tender document]

Signature & Seal of the Bidder

"Annexure II"

Tender for job of Security Services at BASU and its Campus

PRICE/ FINANCIAL BID: -

Name of the Bidder:.....

Address:.....

Rate/months (30 days) for one point one shift secure by unarmed security Guard

S.No.	Component	Amount in Rs.
1.	Basic wage	
2.	DA	
3.	EPF including administrate changes on EPF	
4.	ESIC	
5.	Service charges (please mention fix amount not on percentage basis)	
6.	GST	
7.	Any other (specify)	
	Total (1+2+3+4+5+6+7)	

Rate/months (30 days) for one point one shift secure by armed security Guard

S.No.	Component	Amount in Rs.
1.	Basic wage	
2.	DA	
3.	EPF including administrate changes on EPF	
4.	ESIC	
5.	Service charges (please mention fix amount not on percentage basis)	
6.	GST	
7.	Any other (specify)	
	Total (1+2+3+4+5+6+7)	

Rate/months (30 days) for one point one shift secure by security supervisor

S.No.	Component	Amount in Rs.
1.	Basic wage	
2.	DA	
3.	EPF including administrate changes on EPF	
4.	ESIC	
5.	Service charges (please mention fix amount not on percentage basis)	
6.	GST	
7.	Any other (specify)	
	Total (1+2+3+4+5+6+7)	

Total rated quoted in words: Rs._____

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the content, terms and conditions contained anywhere in this tender document and undertake myself/ourselves to abide by them.

SIGNATURE OF AUTHORIZED PERSON OF AGENCY WITH SEAL

DECLARATION

1. I,.....Son / Daughter / Wife of Shri.....Director / authorized signatory of the agency/ Firm, mentioned above, am competent to sign this declaration and execute this Bid document.
2. I have carefully read and understood all the terms and conditions of the Bid and undertake to abide by them.
3. The information / documents furnished along with the above bid document are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my Bid at any stage besides liabilities towards legal action.

Signature of authorized person

Date _____ Full Name:_____

Place:_____ Seal:

DRAFT AGREEMENT FORMAT

TO BE MADE ON NON-JUDICIAL STAMP PAPER OF Rs. 1,000/-

This agreement number……is made at Patna on the ……day of……between Registrar, BASU Patna acting through…… , having its office at BASU, Patna (hereinafter called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns of the First Party.

And……Having its registered office at……(hereinafter called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in- interest assigns etc.) of the Second Party.

WHEREAS the 'Client' is desirous to engage the 'Agency' for providing Security Services of BASU and its locations within Bihar on the terms and conditions stated below including any other relevant provision mentioned anywhere in this tender document [in case of any duality or discrepancy or contradiction between different provisions/expressions in this tender document, interpretation/decision made by the Client will be held supreme and unchallengeable and binding upon the Agency.

1. The Agency shall be primarily responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations such as Wages, Allowances, Compensations, EPF, ESI, any other (Specify) etc. relating to security personnel deployed at BASU and its locations within Bihar. The 'Client' shall have only liability in this regard as Principal Employer as per provisions of concerned laws.
2. The Agency shall be solely responsible for any accident/medical/health related liability/ compensation for the personnel deployed by it at BASU and its locations within Bihar. The 'Client' shall have no liability in this regard.
3. BASU is committed to monitor that agency must pay the amount for each security guard/supervisor engaged through the agency [Immediate Employer] as the statutory wages plus other statutory claims stipulated by related Laws of the Land like Minimum Wages Act etc. in favour of employee in a manner deemed fit to ensure compliance of these laws.
4. Licenses if any required for Security Services at the site will be made available by the Agency.
5. The 'Agency' shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed on BASU and its locations within Bihar. Monthly payment to the Agency will be reimbursed by the Client only after detailed bill submission with documentary evidence of full stipulated payment in favour of each engaged personnel along with all statutory payments. Client will additionally pay commission amount of the agency.

6. In case Client and/or any concerned statutory authority finds that amounts paid in favour of the employee is less than statutory provisions, the same will direct the agency to pay the balance amount in favour of employee and get it reimburse if due from the Client.
7. Irrespective of non-payment or delay in payment of previous monthly bills raised by the agency for whatsoever reason, agency will regularly monthly pay to the

   employees their last month take home salary and duly deposit their statutory deposits on or before 7th day of the current month. If the agency fails to pay said monthly wages to the employees till 7th day of current month, the agency may be penalized by the Client for an amount not less than five thousand per instance. If the agency fails pay the employees even till the last day of current month, Client may even terminate the contract with 30 days' notice. Repetitive delay in payment by the agency may attract blacklisting of the same too. Decision of Client in this regard will be held supreme and unchallengeable.
8. Any deliberate violation of any clause of contract or any terms and conditions mentioned anywhere in this tender document or suppression of facts will attract termination of contract without any reference or any notice period. In such cases the Client may choose to impose penalty up to 10% of the total annual value of contract or termination with penalty also.
9. In normal circumstances if any party wants to discontinue the contract at their sweet will, the same can be terminated by giving one-month notice on either side.
10. Security deposit equal to 10% of the Annual contract value (refundable without interest after two months of termination of contract) or Rs. 5,00,000/- whichever is higher in the form of Pay Order/Demand Draft of Bank Guarantee shall be furnished by the 'Agency' at the time of signing of the Agreement/Contract.
11. The security personnel provided by the 'Agency' will not claim to become the employees of BASU and there will be no Employee and Employer relationship between the personnel engaged by the 'Agency' for deployment in BASU, PATNA site.
12. There would be no increase in commission rates payable to the 'Agency' during the contract period.
13. The 'Agency' also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
14. The 'Agency' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The 'Agency' shall keep 'Client' fully indemnified against liability of tax, interest, penalty etc. of the 'Agency' in respect thereof, which may arise.
15. In case of any dispute between the 'Agency' and 'Client' shall have the right to decided. However, all matters of jurisdiction shall be at the local courts located at Patna.
16. In case of any dispute between both parties, before going to court channel of arbitration will be exhausted first as per Arbitration Act. For the purpose arbitration process will be carried out through sole arbitrator appointed by the Client.

THIS AGREEMENT will take effect from..... day of.....and shall be valid for one year.

IN WITNESS WHERE both the parties here to have caused their respective common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Patna in the presence of the witness:

For, and on behalf of the 'Agency'
Signature of the authorized Official
Name of the Official

_____

Stamp / Seal of the 'Agency'
SIGNED, SEALED AND
DELIVERED

By the said.....

Name:_____
On behalf of the 'Agency' in presence of

Witness_____

For, and on behalf of BASU, Patna
Signature of the authorized Official
Name of the Official

_____

Stamp / Seal of BASU, Patna'
SIGNED, SEALED AND
DELIVERED

By the said.....

Name:_____
On behalf of BASU Patna in presence of

Witness_____