



BIHAR ANIMAL SCIENCES UNIVERSITY, PATNA

TENDER NOTICE

FOR

HIRING SERVICES OF AGENCY

for

DEPLOYMENT OF SECURITY GUARDS (ARMED & UNARMED) ON OUTSOURCING BASIS

BASU/Reg./Admin./02/2021

TENDER NOTICE No.:

Dated: 09/12/2021

SL No.	Name of Work	Cost of tender document (BOQ) (Non Refundable) (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	3	4	5
1.	Hiring Services of Agency for Deployment of security (Armed & Unarmed) on Outsourcing basis	10,000	1,180/-	5,00,000/-

SCHEDULE FOR PROCESSING OF THE TENDER:

Sl. No	Activity	Date/Time : Duration
1.	Online Sale/Download date of Tender documents	From 10/12/2021 to 31/12/2021 (Upto 10:30 Hrs.) (https://www.eproc.bihar.gov.in)
2	Pre- Bid Meeting	15/12/2021 (Wednesday) at 15:00 Hrs. Venue : Vice-Chancellor's Committee Hall, Bihar Animal Sciences University, Patna
3.	Last Date/Time for online submission/ uploading of Bid	31/12/2021 upto 11:00 Hrs. (https://www.eproc.bihar.gov.in)
4.	Submission of Demand Draft in original against Tender Fee/EMD along with hard copy of online submitted tender document.	Before the time of opening of technical bid. (Demand Draft along with hard copy of online submitted tender document should reach to The Registrar, Administrative Building, Bihar Animal Sciences University, Patna-800 014 on or before 31/12/2021 upto 11:30 Hrs.)
5.	Date & time for opening of Technical Bid	31/12/2021 at 11:30 Hrs. (https://www.eproc.bihar.gov.in)
6.	Contact person/Nodal Officer for queries	Registrar, Bihar Animal Sciences University, Patna
7.	Financial Bid Opening Date and Time	It will be intimated later on (https://www.eproc.bihar.gov.in)

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TENDER NOTICE FOR HIRING SERVICES OF AGENCY FOR DEPLOYMENT OF SECURITY (ARMED & UNARMED) ON OUTSOURCING BASIS

- 1.1 For providing **services of security (armed and unarmed)** for carrying out the required activities at various Institutions/colleges and University H.Q., the University invites tender through e-procurement portal i.e. <https://www.eproc.bihar.gov.in/BELTRON> under Two-Bid System (Technical Bid and Financial Bid) from eligible Agencies/firms registered under Contract Labour (Regulation and Abolition) Act 1970 as applicable in State of Bihar and amended from time-to-time, having their own Offices in any one of the major Cities/Towns of Bihar.
- 1.2 Tender documents can be downloaded submitted only through e-Procurement Portal <https://www.eproc.bihar.gov.in/BELTRON>. The tender submitted through any other mode will not be entertained.
- 1.3 Demand Draft amounting to **Rs. 10,000/- (Non-Refundable)** in favor of **"Finance Comptroller, Bihar Animal Sciences University, Patna"** payable at Patna, as tender fee, needs to be appended along with the hard copy of tender document submitted through e-Procurement Portal which needs to be submitted well before opening of technical bid. This is exclusive of Earnest Money Deposit (EMD).
- 1.4 All conditions and parameters will be evaluated with reference to the supporting documents submitted by the tendering firm along with the Tender Documents through e-Procurement Portal. The University reserves the right to reject any/all applications without assigning any reason whatsoever.

1.5 DETAILS OF TENDER AND FEE :

SL No.	Name of Work	Cost of tender document (BOQ) (Non Refundable) (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	3	4	5
1.	Hiring Services of Agency for Deployment of security (Armed & Unarmed) on Outsourcing basis	10,000	1,180/-	5,00,000/-

1.6 IMPORTANT DATES:

Sl. No	Activity	Date/Time : Duration
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3.	Last Date/Time for online submission/ uploading of Bid	31/12/2021 upto 11:00 Hrs. (https://www.eproc.bihar.gov.in)
4.	Submission of Demand Draft in original against Tender Fee/EMD along with hard copy of online submitted tender document.	Before the time of opening of technical bid. (Demand Draft along with hard copy of online submitted tender document should reach to The Registrar, Administrative Building, Bihar Animal Sciences University, Patna-800 014 on or before 31/12/2021 upto 11:30 Hrs.)
5.	Date & time for opening of Technical Bid	31/12/2021 at 11:30 Hrs. (https://www.eproc.bihar.gov.in)
6.	Contact person/Nodal Officer for queries	Registrar, Bihar Animal Sciences University, Patna
7.	Financial Bid Opening Date and Time	It will be intimated later on (https://www.eproc.bihar.gov.in)

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E-PROCUREMENT STANDING INSTRUCTIONS :

- 1.7.1 The bidder must have Class II Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website (<https://www.eproc.bihar.gov.in/BELTRON>) for submission of e-Bid.
- 1.7.2 The payment of Tender Processing Fee (TPF) needs to be paid through e-Payment mode only.
- 1.7.3 EMD and Tender Fee must be enclosed with the hard copy of online submitted Technical Bid of the Tender in the form of Demand Draft from any Nationalized Bank in favour of FINANCE COMPTROLLER, Bihar Animal Sciences University, Patna . No interest is payable on EMD/Bid Security. Tenders without EMD shall be summarily rejected.
- 1.7.4 Bids along with necessary online processing fee must be submitted through e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) before the date and time specified in the Tender Notice. The department / Tendering Authority don'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.
- 1.7.5 The bidders shall upload the scanned copies of all the relevant/required certificates, documents etc. in support of the claim/information provided in the technical bid through e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) only.
- 1.7.6 The bidder shall digitally sign the supporting documents / certificates to be uploaded by him, owing responsibility for their correctness / authenticity. The bidder must attach all the required documents as per requirement/Check list of the tender document well before final submission of the online tender. Uploaded copies should be legible and clear.
- 1.7.7 The Technical Bid and Financial Bid needs to be filled-in properly, uploaded and submitted through e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) on or before **last date of online submission of tender**.
- 1.7.8 The authority reserves the right to reject or cancel the tender or any part thereof without assigning any reasons thereof.
- 1.7.9 Corrigendum/ Addendum, if any, will be published on the departmental website <http://www.basu.org.in> and e-Procurement portal of Bihar i.e. <https://www.eproc.bihar.gov.in/BELTRON> only.
- 1.7.10 Bidders are advised to keep updated their e-Procurement profile with correct / valid email ID.

2.0

ABOUT UNIVERSITY:

Bihar Animal Sciences University is established by an Act of Bihar State (BASU Act No. 15 of 2016, notified in the Bihar Gazette on 29 August 2016). The University runs courses under faculties of Veterinary Science, Dairy Science and Fisheries Science with its Headquarter at Patna. At present, the University has following constituent colleges and Research Institutes/ Stations/Sub-Stations at different locations within the State of Bihar:

- Bihar Veterinary College, Patna
- Sanjay Gandhi Institute of Dairy Technology, Patna
- College of Fisheries, Kishanganj
- Veterinary and Animal Sciences College, Kishanganj
- Exotic Cattle Breeding Farm, Patna
- Livestock Farm Complex, Patna
- Poultry Research Training Centre, Patna
- Government Buffalo Farm, Sipaya (Gopalganj)
- Regional Research Station, Sipaya (Gopalganj), etc.

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3.0 Scope of Work and General Instructions to Bidders

Bihar Animal Sciences University intends to engage a reputed, well established and financially sound Security Supplying Agency, registered with appropriate authorities for supply of outsourced security guards and supervisory staff to perform assigned jobs. This University has tentative requirement of 77 Security personnel. However, the number of persons may increase or decrease based on University's requirements in different places.

The scope of work is as under:

- Providing security guards round the clock (in two to three shifts of 06:00 AM to 02:00 PM, 2:00 PM to 10:00 PM and 10:00 PM to 06:00 AM)
- 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.
- Assisting BASU in handling emergencies like fire, flood, earthquake etc.

Tentative Requirements of Security guards, Communication, transport and Supervisory staff etc. :

- Ex- Service Man Security Supervisor (Highly Skilled) : 03
- Ex- Service Man Armed Guard (Highly Skilled) : 06
- Ex- Service Man / Civilian Security Guard (Skilled) : 68
- Patrolling Vehicles SUV type (Diesel) : 01
- Paddle Cycles : 06
- Wireless Ground Station : 01
- Wireless Vehicle Mounted : 01
- Hand held Walkie-Talkie Set : 04

The agency must deploy security personnel based on the following eligibility criteria as under:-

Sl. No.	Category	No. of Security	Eligibility	Wages/Day (Max. 26 working days/month) As per DGR norms
1.	Ex-Service-Man Security Supervisor (Highly Skilled)	03	Age-21 to 55 Years, Minimum Height-165 CM, Minimum Weight-60 Kg, Minimum Chest 36" with expansion 37", Eye Sight-6/6, Educational Qualification- Minimum Matriculation, Experience- Minimum 3 Years continue services as a guard commander in Defense / Central Armed Police Force / Police and Physically / Medically fit as per age group.	As per DGR norms
2.	Ex-Service-Man Security Armed Guard (Highly Skilled)	06	Age-21 to 55 Years, Minimum Height-165 CM, Minimum Weight-60 Kg, Minimum Chest 36" with expansion 37", Eye Sight-6/6, Educational Qualification- Minimum Matriculation, Experience: Minimum 3 Years continue services as an armed guard in Defense / Central Armed Police Force / Police and having valid armed licence and Physically / Medically fit as per age group.	As per DGR norms
3.	Ex-Service-Man Security Guard (Skilled)	20	Age-21 to 55 Years, Minimum Height-165 CM, Minimum Weight-60 Kg, Minimum Chest 36" with expansion 37", Eye Sight-6/6, Educational Qualification- Minimum Matriculation, Ex Service Man-Experience: Minimum 3 Years continue services as a guard in Defense / Central Armed Police Force / Police and Physically / Medically fit as per age group.	As per DGR norms
4.	Civilian-Security Guard (Skilled)	48	Age-21 to 55 Years, Minimum Height-165 CM, Minimum Weight-60 Kg, Minimum Chest 36" with expansion 37", Eye Sight-6/6, Educational Qualification- Minimum Matriculation, Civilian Security Guard-Experience- Minimum 3 Years continue service as a guard in Govt. / Semi-Govt., having NCC Certificate and Physically / Medically fit as per age group.	As per rate notified by Labour Resources Department, Govt. of Bihar from time to time.

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4.0 GENERAL CONDITIONS:

- 4.1 For Any Other positions: The eligibility conditions and rate of payment will be decided by the University on case to case basis.
- 4.2 The rates of wages for each category will be strictly according to the rates as notified by the University administration. In addition to this EPF & ESIC (Employer's contribution) as per rules will be reimbursed on production of certified copy of challans by the agency.
- 4.3 Working hours of the deployed staff will be as per *University Rule* and as per requirement at the work place.
- 4.4 All services shall be performed by persons qualified and skilled in performing such services as per the requirement of the University in respect of different categories of security staff. It is clarified that as per need and on the receipt of the requirement from the University, the selected firm will be liable to provide specific security staff within 07 (Seven) working days.
- 4.5 The agency/service provider shall engage such number of required security strength as required from time-to-time. The said employees engaged by the agency/service provider shall be the employees of the agency/service provider and it shall be agency/service provider's duty to pay salary and other dues as applicable every month. They shall not be employee of the University or its unit and have no claim whatsoever against the University. The persons provided by the agency shall not claim any benefit/compensation absorption/regularization of the services in the University or its unit. An undertaking from the persons to this effect will be required to be submitted by the agency to University at the time of deployment.
- 4.6 The employees to be provided by the agency/service provider may have to work at different Institutions / Colleges / Research Stations, University H.Q. or any other place of Bihar Animal Sciences University.
- 4.7 The University reserves the right to increase or decrease the number of Outsourced Staff as per its requirement from time-to-time.
- 4.8 Approximate number of persons to be hired during the tenure of contract period of one year as per existing position is 77 approximately which would be expected value of Rs 2.25 Crore per annum. Fresh posts can be added, and existing posts can increase or decrease depending upon requirement and fresh criterions.
- 4.9 The Vice Chancellor, BASU or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned. Jurisdiction in all dispute's suits will be in court of Patna.
- 4.10 For any clarification and further details contact via email: registrarbasu@gmail.com

5.0 TWO BID SYSTEMS:

The hard copy tender documents as submitted through e-procurement portal should be submitted containing two sealed ar signed envelopes as per the details given below:

- 5.1 One envelope should contain (a) Processing Fee/Tender Fee (non-refundable) of Rs. 10,000.00 (Rupees Ten Thousand) only and (b) Earnest Money Deposit (EMD) of Rs.5,00,000.00 (Rupees Five Lakh) only. Both Processing/Tender Fee and EMD should be in the form of separate Demand Drafts drawn in favor of "Finance Comptroller, Bihar Animal Sciences University, Patna" payable at Patna. The envelope should be superscripted as "TENDER FEE & EMD".
- 5.2 Technical Bid: The second envelope should contain the required documents and should be superscripted as "TECHNICAL BID".
- 5.3 Financial Bid: The Financial bid of technically qualified bidders will only be downloaded from e-procurement portal on the date and time of opening of financial bid as decided by the authority.

In the Financial Bid, the Service charge, in percentage only, should be clearly mentioned in figures and words. The Service Charge will remain un-changed during the period of Agreement Contract. In case of over-writing the quotation will be summarily rejected. **The quoted rates should be inclusive of all taxes; levies, statutory liabilities, bonus, etc. to the personnel engaged for the work if any, accidental expenses incurred by the company in execution of the work, minor equipment profit & overheads of the company and any other known and unforeseen expenses. The quoted rate should be duly supported by statement of details of expenditure for justification of service charges in following format:**

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Sl. No.	Particulars	Expenditure (As % of wages)
1.	On account of TDS / Statutory deduction	
2.	Cost of two sets of uniform per annum	
3.	One pair of shoes per annum	
4.	Stationery and office expenditure	
5.	Accounting & Administrative Charges	
6.	Cost of Recruitment Process	
7.	Bonus	
8.	Relieving charges/Miscellaneous charges	
8.	Profit	
Total charges (total of Sl. No. 1 to 8 in %)		

The rate quoted without justification in prescribed format or irrelevant rate to be entered in prescribed format will be treated as irresponsible rate and the same may be rejected out rightly. The rates shall be net and nothing extra shall be payable over and above the quoted rates.

Financial Bid having agency service charge as Zero, Nil, fraction and other anomalies will be construed as to intentionally kill the tender and such bid will be summarily rejected.

The cover containing all the aforesaid **two sealed and signed envelopes** *along with Check List* should be super scribed as **“TENDER FOR HIRING AGENCY FOR DEPLOYMENT OF SECURITY (ARMED&UNARMED) ON OUTSOURCING BASIS (Tender No.: dated:)”**. The agency’s name and Address should also appear on all the sealed envelopes and cover.

IMPORTANT NOTE: The hard copy of Tender Documents submitted through e-procurement portal, complete in all respect along with requisite fee should reach the University at its address *by 11:30 AM on or before 31/12/2021*.

6.0 EARNEST MONEY DEPOSIT (EMD)

EMD of Rs. 5,00,000.00 (Rupees Five Lakh) only in the form of a Demand Draft issued in favor of **“Finance Comptroller, Bihar Animal Sciences University, Patna”** payable at Patna, must be submitted along with the Technical Bid in addition to Tender Fee of Rs. 10,000.00 (Rupees Ten Thousand) only. Tenders not accompanied with EMD of Rs. 5,00,000.00 (Rupees Five Lakhs) only will not be entertained/considered under any circumstances. No interest will be payable on the Earnest Money Deposit by the University. Bank Guarantee in place of EMD will not be accepted. The EMD will be refunded to the unsuccessful bidders without any interest after completion of tendering process within a period of 120 days.

7.0 REQUIREMENT FOR TECHNICAL BID:

The Technical Bid should be completed in all respects and contain all information asked for in this document along with documentary proof. It should not contain any price/rate information. The Technical Bid should comprise of the following:

- 7.1 Agency profile-cum-Technical Bid
- 7.2 DD of Rs. 10,000.00 (Rupees Ten Thousand) only (Cost of Tender Document).
- 7.3 Self-attested copy of the Registration under EPFO.
- 7.4 Self-attested copy of the registration under ESIC.
- 7.5 List of the clients and certificates issued by various clients towards proof of successful performance of the work.
- 7.6 Copies of PAN/TAN card/GST Registration Certificate and Income Tax returns filed for the last three years.
- 7.7 Certified copies of Annual Reports comprising of Balance sheet and profit and loss account/income and expenditure account of the last three years.
- 7.8 **Demand Draft of Rs. 5,00,000.00 (Rupees Five Lakh) only drawn in favor of “Finance Comptroller, Bihar Animal Sciences University, Patna” payable at Patna towards Earnest Money Deposit (EMD).** This EMD shall be forfeited, if the contract or fails to commence the work as per the award letter for undertaking the job or in the event of withdrawal of offer during the validity period of offer or non-confirmation of acceptance of the order within the stipulated time after issue of the work order by the University.
- 7.9 Incomplete Tenders and Technical Bids received without EMD/Insufficient EMD and after due date for receipt of Tenders shall not be considered and liable to be rejected. Incomplete tenders shall also be liable for rejection.

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IMPORTANT NOTE:

The technical bids which do not meet the pre-qualifying criteria and other information/ details required as stated above will be liable for rejection.

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8.0 BIDDER'S ELIGIBILITY CRITERIA

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

- 8.1 The bidder shall deposit an amount of Rs.10,000/- (Rupees Ten Thousand only) as Tender Fees in the shape of Demand Draft / Bankers Cheque from Nationalized or commercial Bank payable to Finance Comptroller, BASU, Patna.
- 8.2 The agency must have registration certificate under the Company's Act, 1956 or under other suitable provision for Job work for security(Armed & Unarmed).
- 8.3 The agency must have Registration under Contract Labour (Regulation and Abolition) Act 1970 having valid labour license as on last date of submission of bid of 500 men.
- 8.4 The agency must have ISO 9001:2015 certificate.
- 8.5 The Agency must have registration certificate under Bihar Shop & Establishment Act, 1953.
- 8.6 Agency must have registration certificates of EPF, ESIC, GST and PAN/TAN Card.
- 8.7 GST Return certificate of last quarter.
- 8.8 Proof of Ex-Serviceman discharge certificate of more than 150 Ex-Serviceman and latest proof of EPF Contribution of more than 200 Security (Armed&Unarmed) in one month for the last three months.
- 8.9 Agency must have an average annual turnover of not less than 3 crores in last three years in providing security (Armed & Unarmed) 2018-19, 2019-20 and 2020-21, supported by balance sheet, profit & loss account and ITR.
- 8.10 Agency must have minimum 200 hundred security (Armed & Unarmed) on its pay-roll as per duly certified documents and presently having at least one contract with University/Colleges / Govt. Sector for supply of total 100 Security (Armed&Unarmed) per day duly certified by the concerned university/Govt. department or PSU.
- 8.11 The sole proprietor or the partners of the firm/company should not be involved in any Police Case and have never been punished by any Court of Law; and the agency should not have been blacklisted by any Government or Semi Government Department or any PSU or any other Organization or changed the name of the firm. Also, the agency should not have any statutory dues of Government of India and/or State Government, duly corroborated by executive magistrate affidavit to this effect.
- 8.12 All pages of the bid document submitted must be duly signed and stamped by the firm as confirmation of acceptance of terms and conditions.
- 8.13 Valid character certificate.
- 8.14 Copy of 01(one) crore latest solvency certificate from bank.
- 8.15 Proof of work experience (minimum experience should be of 08 (Eight) years for providing of Security (Armed&Unarmed) in Govt. departments/ Govt. educational institutions.
- 8.16 Currently working with at least 03 Govt. Dept/Semi Govt./Universities/constituent colleges.
- 8.17 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.
- 8.18 Checklist containing all the enclosures with corresponding page number must be provided at the beginning of the tender document.
- 8.19 It will be responsibility of firm / agency to provide required manpower within 5 days of award of contract or assignment letter, failing which tender is liable to be rejected.

NOTE: Non-compliance of above eligibility criteria may disqualify the bidders from the tender exercise.

9.0 BID EVALUATION CRITERIA AND SELECTION PROCEDURE:

- 9.1 The technical bids will be opened by a committee duly constituted for the purpose at the time and date as specified in the tender document. All statements, documents, certificates, proof of EMD/Tender fee/Affidavits, etc. submitted by the bidders will be verified for technical evaluation and the result of technical bid evaluation will be displayed on the University Website i.e. www.basu.org.in and E-Procurement Portal i.e. <https://www.eproc.bihar.gov.in/BELTRON> which can be seen by all bidders.
- 9.2 The technically qualified bids will only be considered for opening and evaluation of financial bids.
- 9.3 The service charge quoted shall be responsive. The service charge to be calculated by the firm/agency on the consolidated amount of wages, as applicable.
- 9.4 The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

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- 9.5 In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
- 9.6 **CARTEL FORMATION AND QUOTING PRICES IN POOL:** Tenderers may note that Offers of such firms who resort to unethical practice of cartel formation and quote prices in a pool shall be rejected and the parties so shall also not be considered for award of any contract for the next two years in this University.

10.0 OPENING OF OFFERS / BIDS:

Technical Bids will be opened on **31/12/2021 2021 (Friday) (11:30 Hrs)**. The Tenderers / their authorized representatives may be present at the time of opening of the Technical Bids. No separate intimation will be sent in this regard to the Tenderers for deputing their representatives. The Technical Bids will be opened at the time and date stipulated above irrespective of the number of bidders or their representatives present. **The Financial Bid of only technically qualified Bidders will be opened. Date of Opening of Financial Bid will be announced later.**

11.0 PERIOD OF CONTRACT:

- 11.1 The contract will be initially for a period of **two years** which may be extended for further period of one year based on performance and with mutual consent. However, the University reserves the right to decide initial period for assigning the contract for less than two years without assigning any reason.
- 11.2 If required, the selected Agency shall be liable to continue its services to the University till engagement of new agency even after completion of their contract period.

12.0 PERFORMANCE SECURITY:

- 12.1 The successful bidder will be required to submit the Performance Security Deposit **@ 10% of total value per annum** in the the favour of **Finance Comptroller, Bihar Animal Sciences University, Patna** in the form of Bank Guarantee valid for two years before signing the contract agreement. In case the job contract, based on the performance of the security (Armed & Unarmed) or whatsoever any reasons, is extended/ reviewed on the initial terms and conditions, the Bank Guarantee submitted to the University will be renewed accordingly.
- 12.2 The Bank Guarantee can be forfeited in the event of termination of contract on account of violation of any of the terms and conditions or non-compliance of terms and conditions of the agreement by the service provider or frequent absence from duty/misconduct on the part of security (Armed&Unarmed) supplied by the service provider or non-compliance with any of the requirements of the labour laws such as failure to deposit EPF, ESI etc., amounts as due with respective statutory authorities within stipulated time. The Bank Guarantee will be returned after six months from successful completion of the contract and after final settlement of all the dues.

13.0 PAYMENT OF BILLS:

- 13.1 Payments shall be made after satisfactory execution of the order in satisfactory condition on bill basis on conclusion of the calendar month which will be based on duties performed by each person during the preceding month duly certified by respective In-charge/authority of the University. However, The Service Provider shall ensure that the salary to the persons so engaged is made by 7th day of every succeeding month.
- 13.2 University shall deduct TDS for income tax, surcharges and Education or another cess, if any at source as per statutory provision from the service provider at the prevalent rates as per instructions issued by Govt. of India /Govt. of Bihar from time-to-time.
- 13.3 Payment to Service Provider shall be made on monthly basis. Bill shall be submitted by the contract or after completion of every month duly enclosing there with:
 - (i) Details of Remuneration/Wages paid to all the security (Armed&Unarmed) deployed under the contract
 - (ii) Attendance certified by an officer authorized in this regard by the University.
 - (iii) A separate challan showing proof of remittance of ESI and EPF.
 - (iv) The University will release payment within 15 days from the date of the receipt of bills **subject to fulfilment of all conditions laid down for release of payments.**

14.0 NO ERASURES OR ALTERATIONS:

Techno-commercial details must be filled up. Corrections should be made by cancelling and re-writing and such corrections should be counter-signed by the bidder.

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PENALTY:

The University will be free to deduct the amount of penalty for any of the violations as shown in the table below:

Sl.	Violation	Amount of Penalty
1.	Payment of wages from 8 th to 15 th day of month.	The delay will be treated as unsatisfactory performance for which written warning may be issued.
2.	Payment of wages after 15 th day month.	20% of the payable one month's service charge will be deducted.
3.	Delay in payment of wages beyond 30 th day of a month.	100% of the payable one month's service charge will be deducted.
4.	Non-compliance of terms and conditions of contract or under-payment of wages or other dues to the security (Armed & Unarmed) including EPF and ESI or issue of two warnings for delay in payment of wages.	Appropriate action may be taken by University including termination of contract. In case of persistent default, a suit may be instituted before Labour Commissioner under Contract Labour Act-1970

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OTHER TERMS AND CONDITIONS:

- 16.1 The service provider's personnel deployed should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of this University. The service provider shall be responsible for any act of commission or omission or indiscipline on the part of persons deployed by him. The University may do the screening of the candidates to be deployed by the agency considering the age, qualification and experience etc. Any loss caused due to negligence of agency or the manpower deployed the same may be recovered from the agency.
- 16.2 The University may require the service provider to dismiss or remove from the site of security work, any persons deployed by the service provider, who may be incompetent or for his/her/their misconduct or services being not required and service provider shall forthwith comply with such requirements/directions.
- 16.3 The service provider must provide Photo Identity Cards to the persons employed for carrying out the work. These cards are to be constantly displayed and their loss shall be reported immediately to the Service Provider for replacement.
- 16.4 All services shall be performed by persons qualified and experienced in performing such services.
- 16.5 The Service Provider shall replace immediately any of its personnel, if they are found to be unacceptable to the University because of security risk, incompetence, conflict to interest and breach of confidentiality, improper conduct, or any other reason upon receiving instructions from the University in writing or oral.
- 16.6 The University shall not be liable for any loss, damage, theft, burglar or robbery of any personal belongings, equipment or vehicles of the personnel deployed by the service provider.
- 16.7 The service provider shall depute a Security Supervisor to take care of the functional requirements of deputed security (Armed&Unarmed) who will report to the Registrar of the University.
- 16.8 The service provider shall not assign, transfer, pledge or subcontract the services to be provided without prior written consent of the University.
- 16.9 The service provider's personal shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as these are confidential/ secret in nature.
- 16.10 The service provider's personnel shall not claim any benefit/compensation/absorption/regularization of services with the University under the provisions of Industrial Disputes Act, 1947 and Contract Labor (Regulation & Abolition) Act, 1970. An undertaking to this effect from the personnel engaged shall be submitted by the service provider to the University.
- 16.11 The service provider shall ensure deployment of suitable security (Armed&Unarmed) with proper background after verification by the local police, collecting proof of identity like bank account details, previous work experience, proof of residence and recent photograph and withdraw/remove such employees who are not found suitable by the University for any reasons, immediately on receipt of such request.
- 16.12 The character and antecedents of each personnel of the service provider shall be got verified by the service provider before their deployment and the whole responsibility in the matter will rest with the Service Provider.
- 16.13 The service provider agency shall ensure the reservation policy of Govt. of Bihar as amended from time-to-time.

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*A. K. Shrivastava
8/12/2021*

- 16.14 The service provider agency shall ensure proper conduct of the personnel deployed in University campus and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering etc.
- 16.15 The Security (Armed&Unarmed) deployed by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their wages (including bonus, ESI & EPF etc.) every month as per the Minimum Wages Act (as per rates approved by the Government of Bihar/DGR from time-to-time) and/ or as per the provisions of the University by the Seventh day of the following month without linking the payment to be received from the University.
- 16.16 Any statutory requirement in respect of each personnel of the service provider will be the sole responsibility of the Service Provider.
- 16.17 Working hours would be normally 08 hours per day during working days excluding half an hour lunch break. However, the concerned person may have to work beyond office hours, in the exigencies of work. The working hours will be as prescribed by the University but the same may vary from unit to unit as per requirement.
- 16.18 The deputed security (Armed&Unarmed) may be called on Sundays and other Gazetted holidays, if required.
- 16.19 The service provider shall provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the University. The service provider shall provide a substitute well in advance, if there is any probability of a person leaving the job due to his/her own personal reasons.
- 16.20 The Service Provider shall ensure that individual Bank Accounts of members are opened in their respective names and all payments shall be made through e-payment only as per the minimum wages notifications issued by Regional Labour Commissioner/University Administration from time-to-time. Payment in cash is totally prohibited.
- 16.21 The Service Provider shall be available for contacting at all times. Message sent by E-Mail or any other electronic message from University to the service provider shall be acknowledged immediately on receipt on the same day.
- 16.22 The Service Provider must maintain EPF account of his personnel deployed under the contract.
- 16.23 The Service Provider shall assist the new security (Armed&Unarmed) in the opening of EPF/ESI account and bank account.
- 16.24 The Service Provider shall be responsible for any queries from the Regional/ Assistant Labour Commissioner on issues related to EPF/ESI etc.
- 16.25 The Service Provider shall submit the challan and documentary evidence in support of proof of deposit of EPF/ESI amounts, both employee's and employer's share, in respect of individual security personnel engaged for the University and shall entertain queries in this regard from security personnel. Any non-compliance by the Service Provider about the above provisions may lead to termination of the contract/agreement and forfeiture of performance guarantee.
- 16.26 **The successful bidder shall enter into an Agreement with the University on Non-Judicial Stamp Paper of Rs. 1,000.00 (Rupees One Thousand) only within 07 days from the date of offer. The agreement format can be downloaded from the University website.** Non-fulfillment of this condition of executing an agreement/contract document by the contractor would constitute sufficient ground for annulment of the award of the contract and forfeiture of Earnest Money Deposit.
- 16.27 The Service Provider shall ensure adherence to all laws especially including Contract Labour (Regulations & Abolition) Act 1970, Payment of Wages Act 1936, Workmen Compensation Act 1923, Minimum Wages Act 1948, ESI Act 1948, Employees Provident Fund & Miscellaneous Provision Act 1952 and Indian Contract Act 1872 as amended from time-to-time.
- 16.28 In case, the Service Provider does not execute the work as per the terms and conditions of the Work Order/Agreement, the University reserves the right to get/execute the work from some other contractor/agency and the expenditure, 'if any', incurred in this regard shall be **recovered from** the Service Provider.
- 16.29 Disputes, grievances, if any, between the Service Provider and security strength deployed by the agency must be placed before the higher authority of the Agency and finally to the University whose decision will be final in this regard.
- 16.30 The personnel deployed shall not be below the age of 21 (Twenty-One) years and above the age of 55 (Fifty-five) years. The Service Provider shall ensure to provide ESI cards to all the outsourced Employees within three months of commencement of work under this contract to enable them to avail of the entitled medical facilities.
- 16.31 In case of death or mishappening leading to any injury or disability whatsoever, occurred during discharging the duty, the compensation/legal or any other liability solely rests with the service provider.
- 16.32 The minimum wages as per the notifications issued by the Government of Bihar from time-to-time shall be applicable.
- 16.33 Either party can terminate the agreement by giving 03 (three) months notice in advance. If the agency fails to give 03 (three) months notice in writing for termination of the agreement, then Performance Bank Guarantee (PBG) will be forfeited.
- 16.34 That on the expiry of the agreement, unless extended formally, the agency will withdraw all its personnel/security strength and clear their accounts by paying them all their legible dues.

N. Lakshmi
8/6/2011

9/12/21

- 16.35 In the event of any dispute arising from any of the clauses of the agreement, the matter will be referred to the competent authority of the University, whose decision shall be final and binding on both the parties.
- 16.36 The personnel of the agency/service provider shall not join any labour union or resort to strikes or demonstrations or any other agitation of this nature. The personnel shall neither directly or indirectly join nor assist any commotion of civil nature and they will render their sincere services during any kind of natural calamities to their best extent.
- 16.37 The successful bidder shall not engage any sub-contractor or transfer the contract to any other person/agency in any manner.
- 16.38 The successful bidder will have to provide the details of a single point of contact who should be contactable by the designated person of the University to answer any queries and resolve issues. He should be empowered to take decisions.
- 16.39 At any time prior to the date of submission of bid, the University, may, for any reason whether at its own initiatives or in response to a clarification from prospective bidder modify the bidding documents by an amendment. All prospective bidders/tenderer who have received the bidding document will be notified of the amendment in writing and the amendment shall be binding on them. To provide reasonable time to take the amendment into account in preparing the bid, the University, may at its discretion, extend the date and time for submission of bids.
- 16.40 The University reserves all rights to make any changes in terms and conditions of the tender.
- 16.41 Canvassing, in any form is prohibited and the tenders submitted by the Contractor who resort to canvassing is liable for rejection.
- 16.42 **ARBITRATION:** In event of any question, dispute/difference arising under this contract/agreement the same shall be referred to sole arbitrator, the Vice-Chancellor of University, or his nominee. The award of the arbitrator appointed by Vice-Chancellor shall be final and binding on both the parties. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.
- 16.43 Settlements of disputes, if any, about providing services and interpretation of any clause in this agreement, the decision of the Competent Authority of the University shall be final and binding.
- 16.44 Generally, Bihar Animal Sciences University, Patna, Bihar is exempted from payment of certain taxes, if found applicable, later the same shall be reimbursed at actual
- 16.45 Provision of over time & tour will be applicable as per University norms.

17.0 TERMINATION OF CONTRACT:

- 17.1 The Contract-Agreement can be terminated by either of the party at any point of time and without assigning any reasons thereof. However, notice period for such termination of Contract Agreement will be 03 (three) months in advance.
- 17.2 Any violations of these terms and conditions will lead to termination of the contract with the Service Provider/Agency, forfeiture of the security amount and blacklisting of the agency for future jobs.
- 17.3 Whenever, there is duplication of clause either in the Notice Inviting Tender or in the terms and conditions/agreement, the clause which is favorable to the University will be considered applicable at the time of dispute. Any legal dispute arising out of the Job contract will be settled in District Court at Patna or at the Judicature of High Court at Patna only.

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9/12/21
REGISTRAR

A. G. S. K. G.
5/12/2021

AGENCY /SUPPLIER/FIRM/TENDERER/CONTRACTOR PROFILE

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**cum
(TECHNICAL BID)**

(To be put in a separate sealed cover marked as 'TECHNICAL BID')

Tender Fee Details	EMD Details
Amount – Rs. 10,000/- (Rupees ten thousand only)	Amount – Rs. 5,00,000/- (Rupees five lakh only)
DD No. _____	DD No. _____
Date : _____	Date : _____
Name of issuing Bank _____	Name of issuing Bank _____

Sl.	Particulars	Information to be provided by Agency
1.	Name & Address of the Organization / Agency	
2.	Year of Establishment	
3.	Status of the Firm (Whether Pvt. Ltd. Company/Public Ltd. Company/Registered Partnership Firm)	
4.	Name of the Chairman/Managing Director / CEO / Partners along with their contact details (as the case may be)	
5.	Whether Agency registered with the Registrar of Companies/Registrar of Firms in India under Company's Act 1956 or other suitable provision for job work for Security (Armed & Unarmed). (If so, mention Registration Number and date and enclose Registration Certificate copy)	
6.	Whether Agency registered under Contract Labour (Regulation and Abolition) Act, 1970 with a capacity of 500 men. (If so, mention Registration Number and date and enclose Registration Certificate copy)	
7.	Whether Agency registered under Bihar Shop and Establishment Act, 1953 (If so, mention Registration Number and date and enclose Registration Certificate copy)	
8.	Whether Agency registered for GST purposes. (If yes, mention registration number, date & attach self-attested copy of the same. The agency must attach the attested copy of GST return of last quarter)	
9.	Whether the firm/agency is ISO 9001:2015 certified, (If yes, attach the attested copy of the certificate)	
10.	Mention PAN/TAN No. & attach copy of the same	
11.	Bank details (Account Number, Branch Name, IFSC Code etc.)	Account Number Bank & Branch Name IFSC Code
12.	ESI Registration No. (attach self-attested copy)	
13.	EPF Registration No. (attach self-attested copy)	

N. S. S. S.
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14.	Proof of Ex-Serviceman discharge certificate of more than 150 Ex-Serviceman and latest proof of EPF Contribution of more than 200 Security (Armed&Unarmed) in one month for the last three months. (Please attach a copy of discharge certificate and EPF Challan as documentary proof)	Name of Month		No. of Security (Armed & Unarmed)	
		August, 2021			
		September, 2021			
		October, 2021			
15.	Whether the Company/Firm has a minimum experience of 08 (eight) years for providing /supplying of Security (Armed & Unarmed) in Govt. departments/ Govt. educational institutions. (If yes, attach the relevant proof of work experience in support thereof)				
16.	Whether the firm has defaulted from payment to Govt. / Workers dues at any point of time or Black listed by a Govt. Department / PSU etc. (If Yes, please give details)				
17.	Details of at-least three contracts being carried out currently by the firm with the Govt. Department / Semi-Govt. / Universities / Constituent Colleges (Copy of the agreement/work order must be attached along with good performance certificate of the concerned clearly mentioning number of security personnals deployed and annual value of agreement / work order).	Year of contract	Name of Client	Annual Value of Contract (In Crore)	No. of Security (Armed & Unarmed) provided in one month
		2018-19			
		2019-20			
		2020-21			
18.	Annual Turnover of the Company / Firm for the last three years: (Please attach a copy of audited Balance Sheet, Profit & Loss Account and ITR with matching PAN No. of Agency/firm for the years as documentary proof)	2018-19			
		2019-20			
		2020-21			
19.	Attach an Affidavit from the Executive Magistrate that i) The sole proprietor or the partners of the firm/company is/are not involved in any Police Case and have never been punished by any Court of Law; and ii) The agency should not have been blacklisted by any Government or Semi Government Department or any PSU or any other Organization or changed the name of the firm. Also, the agency should not have any statutory dues of Government of India and/or State Government.				
20.	Attach The solvency certificate of minimum of Rs 01 Cr. (One) crore issued by the Nationalized / Scheduled Commercial Bank in favor of the concerned agency				

A. Lakshay
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21	Attach the character certificate from the competent authority	
22	Attach the undertaking that – The firm/service provider agrees to open an office in the premises of the University. The space for office will be provided by the University free of cost.	
23	Attach List of the clients and Performance certificates issued by clients towards proof of successful performance of the work.	

Declarations:

- (a) I/We have read the instructions and I/We understand that if any false information, furnished in Technical Bid and Agency Profile, is detected at a later date, any contract made between ourselves and Bihar Animal Sciences University, Patna, can be terminated by the University and I/We will be solely responsible for the consequences (*The declaration shall be signed by an authorized representative of the bidder with seal*).
- (b) In case of tie of financial bid of two or more bidder, I/We agree to the award of contract by draw of Lottery.
- (c) I/We agree that the decision of Bihar Animal Sciences University, Patna, in selection of Agency/Firm will be final and binding to me/us.
- (d) I/We agree that I/We have no objection if enquiries are made about the work listed by me/us here in above and/or in the accompanying sheets.

Place: _____

Date: _____

Signature: _____

Name: _____

Designation: _____

Seal of the Company

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8/11/21

N. K. Singh
8/11/21

(FINANCIAL BID)

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DETAILS OF RATES TO BE QUOTED BY THE TENDERERS FOR THE AWARD OF CONTRACT FOR PROVIDING SECURITY(ARMED & UNARMED) ON OUTSOURCING BASIS

Service Charges*

(Please quote the rate)

(In figure): (Percent)

(In words): (Percent)

Statement of Details of expenditure for justification of service charges

Sl. No.	Particulars	Expenditure (As % of wages)
1.	On account of TDS / Statutory deduction	
2.	Cost of two sets of uniform per annum	
3.	One pair of shoes per annum	
4.	Stationery and office expenditure	
5.	Accounting & Administrative Charges	
6.	Cost of Recruitment Process	
7.	Bonus	
8.	Expenditure on Patrolling Vehicle /Security equipments	
9.	Relieving charges/Miscellaneous charges	
10.	Profit	
Total charges (total of Sl. No. 1 to 10 in %)		

NOTE:

- 1) Goods & Service Tax (GST) as per rules will be paid over the Wages and Service Charges only.
- 2) The quoted rates should be inclusive of all taxes; levies, statutory liabilities, bonus, etc. to the personnel engaged for the work if any, accidental expenses incurred by the company in execution of the work, minor equipment profit & overheads of the company and any other known and unforeseen expenses. The quoted rate should be duly supported by statement of details of expenditure for justification of service charges.
- 3) The rate quoted without justification in prescribed format or irrelevant rate to be entered in prescribed format will be treated as irresponsible rate and the same may be rejected out rightly. The rates shall be net and nothing extra shall be payable over an above the quoted rates.
- 4) Financial Bid having agency service charge as Zero, Nil, fraction and other anomalies will be construed as to intentionally kill the tender and such bid will be summarily rejected.
- 5) The rates of the individual items accepted by the Institute shall remain valid for the modified numbers also and no claim on account of curtailment / additional quantum of work shall be entertained by the University.
- 6) Payment of "Security (Armed & Unarmed)" shall be as per rate of DGR or Labour Resources Department, Govt. of Bihar, as per applicability.
- 7) Quoted Service Charges should be sufficient to meet out the statutory deductions.

*Statutory deductions / taxes will be applicable as per Government notification from time to time.

Certified that I / We have read the instructions given in the tender documents. I / We undertake to supply the required categories and number of manpower. I / We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these documents. Further, In case of tie of financial bid of two or more bidder, I/We agree to the award of contract by draw of Lottery.

Date: _____

Place: _____

(Signature of Authorized person)

Name: _____

Designation: _____

Office Address: _____

Phone (Office): _____

Seal of the Company/Firm/Agency/Contractor

A. Chakraborty
8/12/2021

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9/12/21

CHECK LIST TO BE ATTACHED WITH THE TENDER

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Important Notice

: An incomplete tender / bid may be rejected. To aid the bidders in submitting the tender/ bid, a checklist is included in the Bid Document. The bidders must fill this and upload the same through e-procurement portal and further submit along with the hard copy of their tender / bid in their own interest.

Tender No. and Dated.

: **Tender No. Dated November, 2021**

Name of the Work

: **Hiring Services of Agency for Deployment of Security (Armed & Unarmed) on Outsourcing basis**

Sl. No.	Particulars of Completed Tender Document	Status of Submission (Indicate Yes / No)	Ref. Page No. of Bid
1.	Have you downloaded it from e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON) ?		
2.	Have you submitted the Tender Fee (Non-Refundable) in the form of DD for Rs. 10,000/- (Rs. Ten Thousand) only (DD should be prepared before the last date of submission of Tender.)		
3.	Earnest Money in the form of DD for Rs. 5,00,000/- (Rupees Five Lakh) only		
4.	Technical Bid		
a)	Agency profile-cum-Technical Bid		
b)	C copy of the Registration under EPFO		
c)	Copy of the registration under ESIC		
d)	Copies of PAN/TAN		
e)	GST Registration Certificate and copies of GST Return of last quarter.		
f)	Copy of Bank Details		
g)	Registration Certificate of Agency in support of agency registered with the Registrar of Companies / Registrar of firms in India under Company's Act 1956 or other suitable provision for job work for Security (Armed & Unarmed) .		
h)	Registration Certificate of Agency in support of agency registered under Contract Labour (Regulation and Abolition) Act, 1970 having valid labour license as on last date of submission of bid of 500 men.		
i)	ISO 9001:2015 Certificate		
k)	Proof of minimum work experience of eight years for providing/supplying of Security (Armed & Unarmed) in Govt. Deptt. / Govt. Educational Institutions.		
l)	Certified copies of Annual turnover / report comprising of audited Balance sheet, profit and loss account / income and expenditure account and Income Tax returns (ITR) filed with matching PAN/TAN No. of agency for the last three years (i.e. 2018-19, 2019-20 and 2020-21).		
m)	Copy of at-least three agreement /work order being carried out currently with good performance certificate of the concerned clearly mentioning number of Security (Armed & Unarmed) deployed and annual value of agreement / work order / Contract.		
n)	The solvency certificate of minimum of Rs 01 (One) crore issued by the Nationalized / Scheduled Commercial Bank in favor of the concerned agency.		
o)	Valid Character Certificate.		
p)	List of the clients and Performance certificates issued by clients towards proof of successful performance of the work.		
q)	Registration Certificate under Bihar Shops and Establishment Act 1953 in support of Infrastructure available for logistical support in the State of Bihar.		
r)	Proof of Ex-Serviceman discharge certificate of more than 150 Ex-Serviceman and latest proof of EPF Contribution of more than 200 Security (Armed&Unarmed) in one month for the last three months. (Last month means preceding months from the last date of submission of tender).		
5.	Affidavit / Undertaking with regard to -		
a)	Affidavit from the Executive Magistrate that - (i)The sole proprietor or the partners of the firm/company is/are not involved in any Police Case and have never been punished by any Court of Law; and (ii) The agency should not have been blacklisted by any Government or Semi Government Department or any PSU or any other Organization or changed the name of the firm. Also, the agency should not have any statutory dues of Government of India and/or State Government.		
b)	Undertaking that - The firm/service provider agrees to open an office in the premises of the University. The space for office will be provided by the University free of cost.		
6.	Whether all the documentary evidences are duly self-attested ?		
7.	Whether all the pages of tender document are duly filled, signed and stamped?		
8.	Whether Price Bid is properly filled as per Tender Document stipulation?		
9.	Whether DD towards Tender Fee and EMD kept in a separate envelope and duly sealed?		
10.	Whether Technical Bid, duly sealed as required?		
11.	Whether all above envelopes kept inside one envelope?		

Date:

Signature of Bidder

[Handwritten Signature]

Name:
Full Address:
Telephone No.:
e-mail address
Mobile

[Handwritten]
8/11/2021