

UNIVERSITY OF ALLAHABAD
(Central University)

NOTICE INVITING TENDER FOR PROVIDING TRAINED WATCH AND WARD STAFF/ PERSONNELS ROUND THE CLOCK TO THE UNIVERSITY OF ALLAHABAD THROUGH SERVICE PROVIDER BY OUTSOURCING.

NOTICE INVITING TENDER

Tender No. : UoA /Security/01/2017 dated
04/08/2017

Name of the work : **Hiring of services of firm for trained Watch and Ward, with arms, without arms.**

Tender Fee : Rs.2000/- (Rs. Two thousand only)

Earnest Money Deposit : Rs.10,00,000/- (Rs. Ten lakhs only)

Period of Contract : One year (12 months) from the date of engagement of watch and ward staff as per the Work Order extendable for two years in yearly blocks on performance appraisal.

Last Date & Time of Submission : 24.08.2017 (Thursday) up to
of Tender Documents 4.00 PM

Date and Time for opening : 28.08.2017 (Monday) at 11.00 am
of Tender Technical Bid

Date and Time for opening : 31.08.2017 (Thursday) at 11.00 am
of Tender Financial Bid

Address for Submission of : Office of the Registrar, University of
Tender (optional) : Allahabad,Allahabad-211002
Uttar Pradesh - 211002

Place of Opening of the : - do -
Tender

UNIVERSITY OF ALLAHABAD

(Central University)

Technical Bid (Part - A)

1. **Prebid Conference:** The bidders shall be required to make a power point presentation with complete profile of the operations of their firm alongwith discussion on scope/condition of contract.

2. **Submission of Tender:** Tenders should be submitted mandatorily online on CPP portal <https://eprocure.gov.in/eprocure/app>. The copy of tender document will be available on University website www.allduniv.ac.in for information.

3. **Validity of Tender:** Tender shall be valid for our acceptance without any change in rates for 90 days.

4. **Technical Bid (Part-A):** In this bid, the bidder should submit his company profile, organization set up credentials, copies of work orders successfully executed during the last three years, copy of audited annual account of last three years, copy of income tax clearance certificate and Earnest Money draft. No deviations in respect of NIT conditions are acceptable. Only the Firms registered under PSARA (UP) for providing the security services shall be entitled to participate in the bid The following specific conditions are essential for prequalification:-
 - (i) Tender Fee along with Earnest Money Deposit
 - (ii) A copy of one single work order having value of Rs. 5.00 Crores per year along with other orders executed during the last three years (Exclusively in the same area)
 - (iii) Copy of audited annual account of last three years
 - (iv) Copy of Income Tax filing certificates of last three years

- (v) Service Tax clearance certificate (Latest receipt Must be enclosed) copy of GST Registration.
- (vi) Registration of Contractor/ Firm/ Agency with any State Administration under The Shops & Establishments Act
- (vii) Average minimum annual turnover during last three financial years should not be less than Rs. 25.00 Crores
- (viii) Labour license for engaging manpower (from Regional Labour Commissioner - Central) alongwith for ongoing contracts.
- (ix) ESI Registration certificate issued by the local govt.etc.
- (x) Certificate for satisfactory completion of previous work (Mandatory) done at least in two central govt./ state govt./ Autonomous bodies organization alongwith client list
- (xi) Proof of Training for watch and ward staff/ personnel (Certificate must be enclosed)
- (xii) EPF Registration certificate issued by the local govt.etc.
- (xiii) Copy of ISO 9001:2008 Certification
- (xiv) Workforce provided by the Contractor/ Firm/ Agency may have ex-servicemen.
- (xv) The University shall have the right to allow the contractor to provide well-trained civilians if such a need arises. Such civilians shall be required to have undergone 03 months' training of security and firefighting and must possess good health and height (170 cm.)
- (xvi) Any technical deviations/ suggestion should be attached.
- (xvii) Detail of Bank Account
- (xviii) Attested copy of PSARA(UP)

5. **Earnest Money:** An earnest money of Rs. 10.00 Lakhs (Rs. Ten Lakhs only) has to be enclosed along with the technical bid (Part-A). The Earnest Money deposit shall be only in the form of Bank Draft payable to the Finance Officer, University of Allahabad, payable at Allahabad. No Cheques/ Cash shall be accepted as EMD. No interest on security

deposit and EMD shall be paid by the University of Allahabad. EMD of technically disqualified bidders will be returned within 15 days from the date of evaluation of the technical bids. The refund of EMD other than successful bidder be returned within 60 days from the date of the award of contract and site mobilization by the successful bidder, whichever is earlier. For successful bidder this amount will be kept as security deposit.

6. **Price Bid (Part-B):** In this bid, the bidder is required to quote his rates/ prices for the works mentioned in the scope of work and technical specifications. The rates/ price should be mentioned separately all wages, service charges and other statutory Government taxes etc. upto University of Allahabad site basis. The bidders must provide for a minimum of 5% of service charge in their bids. It is mandatory on the bidder to quote all rate as asked for failing of which will lead to rejection of tender. The bidders should quote on unconditional rates neatly written in figures and words without any overwriting. Discrepancy in amount written in words and figures shall lead to the rejection of tender.
7. **Escalation:** No escalation shall be paid to the contractor on his over head and other charges except for revision of minimum wages. For minimum wages/ statutory payments as notified by the appropriate government authorities, the same shall be paid/ charged appropriately. The Contractor/ Firm/ Agency will submit the break up of rates in the price bid so that any increase in minimum wages can accordingly be approved, except in the case of service and other charges.
8. **Scope of work:** Detailed scope of works, terms and conditions, specifications etc., are enclosed with this NIT as per Scope/General conditions of contract. Presently the University requires about 250 security personnels. However, numbers of these personnels shall the

subject to increase or reduction as per the need of the University from time to time.

9. **Deviation:** no deviation from the stipulated terms and condition will be allowed and the tender will be unconditional.
10. **Site Condition:** Contractor shall acquaint itself/ himself/ herself fully with the site conditions and working environment at the University of Allahabad before quoting his rates. No request for compensation on account of any site difficulties shall be entertained.
11. **Correspondence:** All the correspondence in respect of tender shall be made in sealed envelope (with tender reference no) to The Registrar, University of Allahabad, Allahabad 211002 Uttar Pradesh.
12. If the tenderer does not accept the offer, after issuance of letter of award by University within 15 days, the offer made shall be deemed to be withdrawn without any notice & EMD will be forfeited.
13. **Payment Terms:** The University of Allahabad will make payment on the basis of successful bidder's quoted/ negotiated rates, i.e. wages of Watch and Ward, with arms, without arms inclusive of service charge and taxes etc. on successful completion of each completed month and shall be subject to verification of invoice by University's Security Officer, Proctor, Chairman, Security Committee or any authorized officer/ staff who may at his/ her discretion affect deduction for non-performance of delayed/ improper and absence from work. The payments will always be made through RTGS after deduction of taxes and other dues as applicable. The University will not consider to make the payment of bill raised, if the firm has not enclosed the documents with regard to the deposit of ESI/EPF of the previous month in favour of persons deployed in the University of Allahabad.
14. **Performance Security:** On the award of work, the contractor will be required to furnish a bank Guarantee of Rs. 50.00 lakh (Rs. fifty lakh)

for his performance security valid for sixty days beyond the entire contract period.

15. **Labour Laws:** The Contractor will abide by all the rules and regulations related to labour laws, accident, The Workmen's Compensation Act, workmen's insurance, ESI/ EPF and other orders/ rules etc., issued by Government of India from time to time. The enforcement of the above conditions shall be the sole responsibility of the contractor. The University of Allahabad will not be a party at any stage in any of the disputes relating to the above.

Under no circumstances shall the University of Allahabad be liable for any liability arising due to non performance by the contractor. The provisions contained in the Minimum Wages Act and other legislation relating to the nature of work has to be extended to the workers deployed by the contractor.

16. **Rules governing the contractor's employees working in University of Allahabad premises:** the contractor's employees working inside the campus will abide by the condition which is furnished in the Annexure attached to this document. Any damage/theft to the property of the University of Allahabad due to mishandling, carelessness of the contractor or of his workmen will be recoverable from the contractor's bill.
17. Contractor should depute qualified and experienced supervisors dedicated for the site concerned, who will coordinate work execution activities and interact with the representatives/ officials/ officers of the University of Allahabad responsible for supervision of work.
18. All the persons deployed at the University of Allahabad site will have to carry identity card/valid gate passes, which will be issued only by the contractor. Any negligence on their part will attract immediate removal from the site.

19. The contractor will provide for all necessary materials, i.e., Guns and Sticks, Torch etc., needed for execution of the work. No extra charges will be paid for the same.
20. All the employees of the contractor must be covered under ESI against any personal accident and the University of Allahabad will not be liable for payment of any compensation on that account.
21. During the execution of work, the contractor should follow all standard norms of safety measures/ precautions to avoid accidents/ damage to man, machines and buildings. Non compliance of any of the conditions mentioned in the above clauses may lead to imposition of fine as decided by the Registrar, University of Allahabad.
22. The successful bidder will be expected to mobilize the manpower for deployment at the work place within a month after receiving the work order. Personnel's deployed by the contractor at the University of Allahabad site for carrying out contracted work are prohibited to take up any other work within or outside campus during the period of engagement in the University by the agency.
23. No material belonging to the contractor whether consumable or non consumable should be brought inside the campus without proper Gate Pass (Issued by the Competent Authority). No material should be taken out of the campus without proper gate pass issued by the competent authority.
24. Tender once submitted will remain with the University of Allahabad and will not be returned to the bidders.
25. University of Allahabad reserves the right to reject any or all the tenders in full or in part without assigning any reasons whatsoever and the decision of the Registrar, University of Allahabad, Allahabad in this regard will be binding on all the bidders.

26. Tenders not complying with any of the provisions stated in this tender document are liable to be rejected. The university reserves the right to accept the lowest or cancel the tender in whole or in part.

27. **Termination of contract:** The University reserves the right to terminate the contract or impose penalty as deemed fit by the Registrar, on account of non satisfactory services, failure to mobilize site within 10 days, non compliance of set norms/ orders, violation of any contract provisions by the contractor. The decision of the Registrar shall be final and binding on the contractor.

The contract can also be terminated at the request of the Contractor after giving three months' notice and in default the contractor shall be liable to pay the liquidated damages @ 10% of tendered value besides performance security deposit.

29. **Arbitration:** Any dispute arising between the University and the contractor shall be resolved by an Arbitrator appointed by the Vice Chancellor of the University of Allahabad.

30. The contractor must agree to indemnify, keep indemnified, defend and hold harmless the University of Allahabad and their representative(s), assignees, and agents from and against all costs, expenses, liabilities, losses, damages, claims, demands, proceedings or legal costs which the University of Allahabad suffers as a result of a breach by the Contractor, its representatives, assignees or agents of any of the enforceable terms of this tender.

31. The contractor must enter into an agreement (**Annexure-1**) with the Registrar of University of Allahabad before taking up the work in the university.

32. Service charge being quoted should be reasonable in view of various applicable taxes and charges etc.

33. **The Contractor/ Firm/ Agency is required to abide by the provision of 21(4) of CL(R&L) Act 1970 which says that "in case the contractor fails**

to make payment of wages within the prescribed period or makes short payment, then the principal employer shall be liable to make payment of wages in full or the unpaid balance due as the case may be to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor."

Any dispute arising out of this contract will be subject to the jurisdiction of the district of Allahabad.

Signature of Bidder

Note: Entire NIT (except price bid is to be attached with "technical bid (Part-A)" duly signed and stamped by the bidder.

**UNIVERSITY OF ALLAHABAD
(Central University)
SECURITY OFFICE**

FORM OF AGREEMENT

(ON NON JUDICIAL STAMP PAPER)

THIS AGREEMENT made this day of (Two thousand) between the REGISTRAR, UNIVERSITY OF ALLAHABAD (hereinafter called the UNIVERSITY which expression shall, unless excluded by or repugnant to the content, be deemed to include the successors in office) on the one Part and

.....
.....

..... (hereinafter called the "CONTRACTOR" which expression shall, unless excluded by or repugnant to the context, be deemed to include his heirs, executors, administrators representatives and assignees or successors in office) on the other part.

WHEREAS the Registrar, University of Allahabad is desirous of executing the work comprising..

.....
.....
.....

WHEREAS the contractor has offered to execute complete and maintain such works and whereas the university has accepted the tender of the contractor and WHEREAS the contractor has furnished a sum of Rs. (Rupees only) and the Security Deposit as per para of the General conditions of the contract will be collected by deductions from the running bills at the rates mentioned therein for due fulfillment of all the conditions of this contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract herein referred to.

2. The following documents shall be deemed to form and be read and constructed as part of this agreement viz.

- (a) Memorandum (work order)
- (b) General conditions of contract
- (c) Scope and conditions of contract
- (d) Price Schedule
- (e) Notice Inviting Tender

3. The contractor hereby covenants with the University of Allahabad to commence complete and maintain the works in conformity in all respects with the provisions of the agreement.

4. The Registrar, University of Allahabad hereby covenants to pay the contractor in consideration of such commencement, completion and maintenance of the works the "contract price" at the time and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereinto have set their hands and seals on the day and year first written.

The Common seal of the University of Allahabad was hereinto affixed and the Registrar, University of Allahabad has set his hand in the presence of signed and sealed by the contractor in the presence of (Witness with address).

(Authorised Signatory)
With Seal

(Registrar)

(1) Name of Witness
Address

(1) Name of Witness
Address

(2) Name of Witness
Address

(2) Name of Witness
Address

UNIVERSITY OF ALLAHABAD
(Central University)
SECURITY OFFICE

SCOPE/ GENERAL CONDITION OF THE CONTRACT

1. Safeguarding and protecting moveable and immovable property of the University of Allahabad from damage, destruction, theft and fire etc.
2. Frisking, checking of visitors/ students at entry and exit points/ gates of various faculties of Allahabad University.
3. Handling the crowds of the students etc.
4. Maintaining and ensuring peace in the various campuses of the Allahabad University.
5. Providing security cover to the authorities/ officers of the University of Allahabad.
6. Keeping a constant vigil round the clock through out the campuses of through mobile squads equipped with latest technology and gadgets and arms etc.
7. Helping faculties of the University of Allahabad for conducting classes and examination while ensuring peaceful and conducive environment.
8. *The contract shall be valid for a period of one year (12 months) from the date of site mobilization of watch and ward as per the work order. The University may extend the contract further for a maximum period of 2 years (1+1+1) in yearly blocks on the basis of satisfactory performance. The extension of contractor shall be at the sole discretion of the Registrar and it cannot be claimed as a matter of right by the contractor. The contractor should supply required watch and ward staff (male/female only). Rate should be quoted for watch and ward, with arms and without arms. Providing supervisor shall be the responsibility of the contractor.*

9. Payment to the contractor/ Firm/ Agency will be made every month after successful completion of the work as certified by the Security Officer, Proctor, Chairman, Security Committee and or any other authorised officer/ official of the University of Allahabad.
10. The watch and ward staff should wear uniform alongwith identity card/ badge, while on duty and the uniform and identity card/ badge should be supplied by the contractor.
11. The watch and ward staff should attend their duties daily and their duty timings will be as per the duty roster.
12. The contractor should provide Guns (with ammunition) with valid license, sticks and other equipments etc. required for watch and ward staff for carrying out their duties.
13. Full payment will be made only based on the proper attendance for work. The University has the right to make any deduction in payment and to stop the full payment for the improper attendance for work.
14. The contractor is responsible for any damage or theft caused or allowed to be caused by the contract watch and ward staff engaged by it/ him and the cost of the same will be deducted from the bills of the Contractor.
15. The contractor participating in the bid must not have been blacklisted either by the University of Allahabad or by any other Central or State Government organization.
16. The contractor must ensure that the security personnels employed for the contract have not instituted any legal dispute against the University.
17. (a) Walkie-Talkie will be provided by the UOA with maintenance.
(b) 2 QRT vehicles will be provided by the Contractor alongwith mobile for each campus at his own cost.
18. Tax: All statutory taxes shall be borne by the contractor/ Firm./Agency only.

19. Payment of wages should be paid by the 7th of every month by the contractor from its own fund. The bill of wages of a month should be lodged to the University by the 2nd day of the succeeding month along with following documents
- (i) Attendance sheet : certified by the person authorized by the University
 - (ii) Electronic Challan cum Return (ECR) including
 - (a) Member's wage details
 - (b) New member's details
 - (c) Existing member's details
 - (d) Member's arrears details
- obtained from EPFO of pertaining 2 (two) months prior to the bill alongwith proof of deposit. First such document should be made available after 3 (three) months. If the contractor fails to produce the ECR, the performance security will be forfeited and the contract terminated.
- (iii) work satisfactory report
 - (iv) Proof for deposit of ESI subscriptions
20. The present requirement of security personnels including watch and ward, with arms, without arms is approx. 250 however the workforce may be reduced or enhanced from time to time as per the need of the University.
21. The Security Contractor/Firm/Agency must ensure that the age of the security personnel deployed at the University shall be below the age of 40 years. However in the case of ex- service men the age should be below 45 years.
22. The contractor/ Firm/ Agency has to ensure that the manpower deployed at the University campus does not have any criminal background.
23. The contractor should have its own office situated at Allahabad with landline telephone connection in the name of the firm (Proof for the same to be appended).

UNIVERSITY OF ALLAHABAD
(Central University)

SCOPE/ GENERAL CONDITION OF THE CONTRACT

1. Safeguarding and protecting moveable and immovable property of the University of Allahabad from damage, destruction, theft and fire etc.
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11. The watch and ward staff should attend their duties daily and their duty timings will be as per the duty roster.
12. The contractor should provide Guns (with ammunition) with valid license, sticks and other equipments etc. required for the watch and ward staff for carrying out their duties.
13. Full payment will be made based only on the proper attendance for work. The University has the right to make any deduction in payment and to stop the full payment for the improper attendance for work.
14. The contractor is responsible for any damage or theft caused or allowed to be caused by the contracted watch and ward staff engaged by it/ him and the cost of the same will be deducted from the bills of the Contractor.
15. The contractor participating in the bid must not have been blacklisted either by the University of Allahabad or by any other Central or State Government organization.
16. The contractor must ensure that the security personnels employed for the contract have not instituted any legal dispute against the University.
17. (a) Walkie-Talkie will be provided by the UOA with maintenance.
(b) 2 QRT vehicles will be provided by the Contractor alongwith mobile for each campus at his own cost.

18. Tax: All statutory taxes shall be borne by the contractor/ Firm./Agency only.
19. Payment of wages should be paid by the 7th day of every month by the contractor from its own fund. The bill of wages of a month should be lodged to the University by the 2nd day of the succeeding month along with the following documents:
 - (i) Attendance sheet : certified by the person authorized by the University
 - (ii) Electronic Challan cum Return (ECR) including
 - (a) Member's wage details
 - (b) New member's details
 - (c) Existing member's details
 - (d) Member's arrears detailsobtained from EPFO with regard to the deposit of ESI/EPF of previous month in favour of persons deployed in the University of Allahabad. If the contractor fails to produce the ECR, the performance security will be forfeited and the contract terminated.
- (iii) work satisfactory report
- (iv) Proof for deposit of ESI subscriptions
20. The present requirement of security personnels including watch and ward, with arms, without arms is approx. 250. However, the workforce may be reduced or enhanced from time to time as per the need of the University.
21. The Security Contractor/Firm/Agency must ensure that the age of the security personnel deployed at the University shall be below the age of 40 years. However, in the case of ex- service men the age should be below 45 years.
22. The contractor/ Firm/ Agency has to ensure that the manpower deployed at the University campus does not have any criminal background.

23. The contractor should have its own office situated at Allahabad with landline telephone connection in the name of the firm (Proof for the same to be appended).

**UNIVERSITY OF ALLAHABAD
(Central University)**

PRICE SCHEDULE (PART-B)

Sl. No.	Description of works	Rate quoted (Rs.)	Dandaman (RS.)	Gunman (RS.)	Supervisor (RS.)
1.	Providing round the clock watch and ward staff for eight hours' duty for the University of Allahabad.	(a) Central Wages for U.P.			
		(b) ESI@.....			
		(c) EPF@.....			
		(d) Sub Total (a+b+c)			
		(e) Service Charges on (d) @.....			
		(f) Total (d+e)			
		(g) Tax(es), if any on (f)			
		Grand Total (f+g)			

Signature of the Contractor/ Authorized representative of the Contractor:

Seal of the Contractor