

Central University of Orissa

(Established Under the Central Universities Act, 2009) Landiguda, Dist.Koraput, ODISHA Pin.: 764 020.

06852-288235/288238, Fax.06852-288225

Ref.:CUO/Admn./AMC-Security/70

Dt.15/01/2016

NOTICE INVITING TENDER

Central University of Orissa, Koraput invites sealed tender from the registered and experienced security agencies for providing security, watch and ward at Central University of Orissa, Koraput.

TENDER SCHEDULE

Ser.	Description	Schedule
1.	Name of the work	To provide security, Watch & Ward at
		Central University of Orissa, Koraput
2.	Estimated value per annum	Rs.70.00 Lakhs
3.	Earnest money deposit (EMD)	Rs.1.00 Lakhs
4.	Last date & time for submission of tender	22/02/2016 by 1700 hrs
5.	Tender opening date & time	23/02/2016 by 1500 hrs
6.	No. of Security guards to be engaged (approx)	80

For further details and downloading the tender documents please log on to our website: www.cuo.ac.in.

Sd/-Registrar

TERMS & CONDITIONS

(A) **ELIGIBILITY CRITERIA**:

The tenderers must fulfil the following eligibility criteria failing which their offer will be summarily rejected:-

- 1. The agency should be registered under Appropriate Authority of the State/Central Govt./Home department and must possess required valid licenses, registration etc. for providing security services as per the provisions of Private Security Agency (Regulation) Act 2005.
- 2. The agency must have National level standing of decades of services of well trained manpower.
- 3. The agency must have total integrated security solutions viz. Manpower guarding, electronic security systems, security procedures, emergency response etc. The agency must have adequate presence preferably in Odisha with an impressive track record of performance distinction.
- 4. The tenderer must have completed satisfactorily during the last 03 financial years (2012-13, 2013-14 and 2014-15) and the Current Financial Year at least (a) One Security Contract of Rs.28.00 Lakh or more **OR** (b) Two Security Contracts of Rs. 21.00 lakh each or more **OR** (c) Three Security Contracts of Rs.14.00 Lakhs or more issued by any Govt./Autonomous/PSU Organisation (Central or State)/Universities for supplying the same or similar Services.
- [**N.B.**: (i) the contract in progress irrespective of any amount of payment against any contract not yet satisfactorily completed/executed shall not be considered; (ii) Contract in any private organization shall not be considered.]
- 5. The tenderer must have the total turnover of at least 200% of the estimated value during the last 03 financial years (2012-13, 2013-14 and 2014-15) and the Current Financial Year (2015-16). In this tender the total turnover should be Rs.1.40 Crore (Rupees One Crore forty lakhs only) or more. The estimated value for the contract is Rs.70.00 Lakhs per annum. The tentative requirement of Security Personnel shall be approximately 80 Nos. as on date, but may increase/decrease as per the requirement of the University.
- 6. The tenderer must deposit earnest money of Rs.1,00,000/- (Rupees One Lakh only) along with their tender in the form of Demand Draft favouring Central University of Orissa payable at Koraput.
- 7. The tenderer must have its own bank account, PAN, TAN, TIN, VAT and Service Tax No.
- 8. The tenderer must submit the following documents (self attested) along with the tender:
 - (a) Documentary proof of the registration/license under the Contract Labour Act 1970 etc. issued by the Competent Authority.
 - (b) Copy of valid Provident Fund Registration Number.

- (c) Copy of valid ESI Registration Number.
- (d) Satisfactory completion certificate issued by the concerned Govt./Autonomous/PSU Organization (Central or State), Public Sector Banks/Universities under the signature of the appropriate authority as regards Sl.No.3 above. The certificate must contain (i) Name of the work (ii) Date of Commencement of Contract (iii) Date of completion of contract (iv) Number of manpower supplied (v) Total Value of the contract (vi) Whether the supply of security personnel was made satisfactorily or not.
- (e) Copy of income tax return and annual accounts of the last 03 Financial Years.
- (f) Photocopies of bank account, PAN, TIN, TAN, VAT and Service Tax Registration Certificate.
- (g) Original demand draft of Rs.1,00,000/- (Rupees One Lakh only) along with their tender in the form of Demand Draft favouring **Central University of Orissa** payable at **Koraput**.
- (h) Original demand draft of Rs.500.00 (Rupees Five hundred only) being the cost of tender document in the form of account payee demand draft in favour of **Central University of Orissa** payable at **Koraput** only
- **(B)** One bid per bidder: Each bidder shall submit only one bid. If a bidder submits more than one bid, all such bids shall be rejected.
- **(C) Visit to Proposed Working Places**: The bidders are advised to visit and acquaint himself with the area and working conditions. The cost of visit shall be borne by the bidders. Submission of bid by a bidder implies that the bidder has seen the proposed working places and has made himself/herself aware with the working conditions.

(D) OTHER TERMS & CONDITIONS:

- **1.0.** <u>Submission of Bids</u>: The tenderer shall submit their bid on the letterhead of the tenderer addressed to the Registrar, Central University of Orissa, Koraput, containing the information detailed at **Annexure-01 & 02**.
- 1.1 <u>Mode of Submission</u>. (i) Bid must be placed in a sealed envelope clearly super-scribed as "Tender for providing Security Services". Tenders/bids submitted through Fax and E-mail will not be considered at all.
- 1.2 <u>Price Bid</u>. The price to be quoted by the tenderer in the prescribed format attached with the bid document at ANNEXURE-2.
 - (a) The bidder shall quote his service charges, a suitable percentage in the prescribed format that will include all his expenditures, applicable taxes as per rule. This percentage will be valid for the entire period of contract.
 - (b) The University would have the right to reject out-rightly the bids quoting the extremely low unworkable percentage of Service Charges that may apparently not cover and justify the legitimate expenses of the bidder including the cost of uniforms, torches, batons and other overheads etc.
- 2.0 <u>Tender Documents Availability & Cost</u>: The tenderer/bidder may download the tender document from the University Website (<u>www.cuo.ac.in</u>). The tenderers are required to enclose along with their bid, a demand draft of Rs.500.00 (Rupees Five hundred only) as the cost of the tender document (non-refundable).

- 3.0 **<u>Validity of Bids</u>**: Tender/Bids must be valid for 180 days from the last date of submission of bids.
- 5.0 **<u>Duration of Contract</u>**. The contract shall be valid for a period of one year from the date of commencement of agreement and the University reserves the right to curtail or to extend the validity of contract on the same rates and terms & conditions for such period as may be mutually agreed to.
- 8.0. **Performance Security Deposit**. The successful tenderer shall deposit within 07 days of receipt of supply order @5% of the total annual contract value or Rs.2,00,000/-(Rupees Two Lakh only) whichever is less, as performance security deposit with the University in the form of Bank Guarantee or Fixed Deposit Receipts issued by Nationalised banks with validity up to 01 month after the contract period. The performance security deposit shall remain with the University till the completion of contract.
- 9.0 **Tender Opening**: Tender Box shall be sealed at 1700 hrs on 22.02.2016 and the same will be opened at 1500 hrs on 23.02.2016. The bidders or their authorised representative may also witness the opening.
- 11.0 **Settlement of Disputes**. In the event of any dispute or difference(s) between the Central University of Orissa and the successful tenderer arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Vice-Chancellor of Central University of Orissa.

The decision of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time-to-time. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspect the work/service to which the dispute relates to, o account of the arbitration and payment to the Security agency shall continue to be made in terms of the contract. Arbitration proceedings will be held at Koraput only. All disputes shall be subject to Jurisdiction of courts at Koraput only.

- 12.0 **Return of EMD to unsuccessful tenderers**. The unsuccessful tenderers shall be returned of their EMD demand draft within 15 days after finalization of the tender and issue of supply order in favour of successful tenderer(s). However, the EMD of the successful tenderer shall be retained by the University till the Performance Security Deposit of the full amount is deposited by him in the form of bank guarantee/FDR.
- 14.0 <u>Dispatch of tender bids by the tenderer</u>. (i) The tenderers may drop in person their sealed envelope containing bids in the tender box to be kept in the office of the Registrar, Central University of Orissa upto 1700 hrs of 22.02.2016.
- 14.1 The tenderers may also send their bids by <u>speed post</u> or <u>registered post</u> only addressed to the Registrar, Central University of Orissa, Landiguda, Koraput 764 020, Odisha so as to reach the University on or before 1700 hrs of 22.02.2016. Such bids received though post shall be entered in the Tender Receipt Register by the purchase section duly endorsed by the Deputy Registrar (Administration) and shall be dropped by

him in the tender box immediately after recording the same in the Tender Receipt Register.

- 14.2 The bids sent through <u>normal post</u> or <u>courier</u> shall not be considered.
- 15.0 Central University of Orissa, Koraput reserves the rights to accept/reject any offer in full or in part without assigning any reason thereof.
- **16.0** <u>Clarification of bids</u>: Any documents submitted by the tenderer after opening of the bids shall not be considered at all. However, the University reserves the right to seek clarification the documents submitted by the tenderer along with their bids.

17.0 Selection of successful bidder:

- (i) Eligible Bidder quoting the least service charge percentage L-1 will be declared as the Successful Bidder and his offer will be processed further.
- (ii) In the event of receiving more than one financial bid quoting the same amount of Service Charge, the final selection of successful bidder shall be made in the following manner:
 - a. The one with the highest turnover during the last 3 years put together;
 - b. If more than one bid having the same total turnover, then the earliest one registered with the Registrar of Companies / Partnership Firms/ date of license under the Shops & Establishment Act;

18.0 Payment conditions

- (i) The staff deployed by the Security agency will mark their attendance in the register as specified while raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, if any, should be produced as evidence. The Security agency has to give an undertaking (on the prescribed format) duly countersigned by the concerned official of the University, regarding payment of wages as per rules and laws in force, before receiving the subsequent payment.
- (ii) The payment would be made within ten working days after making statutory deductions from the date of submission of the bill for the previous month along with a copy each of all other documentary proof, Copy of the wages/salary register with the signature of the employee concerned;
 - a. Copy of EPF contribution payment challan in respect of the workers deployed in the University.
 - b. Copy of the ESI premium payment challan in respect of the workers deployed in the University.

19.0 Penalty for non-compliance with the Payment of Wages Act:

- (i) The Security agency is responsible and duty bound to make payment of the monthly wages to the personnel deployed in the University under the contract before the expiry of 10^{th} day after the last day of the wage period in respect of which the wages are payable.
- (ii) Failure to timely payment of wages would attract penalty @ 0.5% per day on the billed amount. Maximum of penalty imposed would be up to 5%.

(E) OTHER ESSENTIAL TERMS & CONDITIONS:

- 1. The list of staff going to be deployed shall be made available to the University and if any change is required on part of the University fresh list of staff shall be made available by the Security agency after each and every change.
- 2. Every employee so engaged by the Security agency shall wear uniform and badge bearing his/her name, while on duty. The said uniform and badge shall be provided by the Security agency at his own cost.
- 3. The security agency shall not employ any person below the age of 18 years and above the age of 45 years and should be physically fit. Manpower, so engaged shall be trained for Security services and fire fighting services. The manpower engaged must be capable of patrolling the premises, handling telephone and wireless equipment and adept in traffic control & parking procedures.
- 4. The staff engaged by the Security agency shall be available at all the time as per their duty roster and they shall not leave their place of duty without the prior permission of the authorized officer of the University.
- 5. In case any of the Security agency's personnel deployed under the contract is absent on any day, a penalty equivalent to the day's wages for the number of security staff absent on that particular day shall be levied by the University and the same shall be deducted from the Security agency's bill.
- 6. The agency awarded the work has to open **one functional office** in Koraput.
- 7. In case any public complaint is received attributable to misconduct / misbehaviour of the Security's personnel, a penalty of Rs.500.00 for each such incident shall be levied and the same shall be deducted from the Security agency's bill. Further, the Security agency's personnel concerned shall be removed from the duty immediately.
- 8. The Security agency shall abide by and comply with all the relevant rules, laws and statutory requirements covered under Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition) Act, EPF & ESI Act etc. with regard to the personnel engaged by him for security works.
- 9. The University shall have the right to ask for the removal of any person of the Security agency, who is not found to be competent and fit in the discharge of his duty.
- 10. The antecedents of staff deployed shall be got verified by the Security agency from local police authority and an undertaking in this regard shall be submitted to the University.

- 11. The security staff engaged by the Security agency shall not accept any gratitude or reward in any shape from anybody.
- 12. That in the event of any loss occasioned to the University, as a result of any lapse on the part of the person(s) engaged by the Security agency which will be established after an enquire conducted by the University, the said loss will be claimed from the Security agency up to the value of the loss. In this regard, the decision of the Vice-Chancellor, of the University will be final and binding on the Security agency.
- 13. Any liability arising out of any litigation (including those in consumer courts) due to any act of the Security agency's personnel shall be directly borne by the Security agency including all expenses/fines. The concerned the Security agency's personnel shall attend the court as and when required.
- 14. The Security agency shall deploy his personnel only after obtaining the University approval duly submitted the curriculum vitae (CV) of these personnel. The University shall be informed at least one week in advance and the Security agency shall be required to obtain the University approval for all such changes along with their CVs.
- 15. During the course of contract, if any of the Security agency's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the University, the contract shall be terminated forthwith and forfeit the Security deposit.
- 16. In the event of default being made in the payment of any money in respect of wages of any person deployed by the Security agency for carrying out the assignments stipulated under the contract and if a claim thereof is filled in the office of the labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, The University may, falling payment of the said money by the Security Agency, make payment of such a claim on behalf of the Security agency to the said Labour Authorities and any sums so paid shall be recovered by the University from the Security agency.
- 17. The Security agency shall indemnify and hold the University harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Security agency.
- 18. The Security agency shall ensure that the security staff shall not take part in any staff union and association activities.
- 19. The University shall not be responsible for providing residential accommodation to any of the personnel of the Security agency.
- 20. The employees deployed by the Security agency are his own men, and therefore, cannot be terms as the employees of the University. Hence, the University shall not be under any obligation for providing employment to any of the person of the Security agency after the expiry of the contract. The University does not recognize any employee-employer relationship with any of the workers of the Security agency.
- 21. If any underpayment is discovered and established after the enquiry, the amount shall be duly paid to the Security agency by the University.
- 22. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, the same shall be recovered by the University from the Security agency.

- 23. The Security agency shall provided the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the University.
- 24. All liabilities arising out of accident or death if any: while on duty shall be borne by the Security agency.
- 25. The Security agency shall not engage any sub-Security agency or transfer the contract to any other person in any manner.

Sd/-Registrar

SCOPE OF SERVICES

Duties and responsibility of security agency:

- 1. The security personnel shall be engaged in three shifts of 8 hours duration per day i.e. 06.00AM to 02.00PM, 02.00 PM to 10.00 PM and 10.00 PM to 6.00 AM of the next day for the security guards.
- 2. Security agency will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
- 3. The security agency shall keep the proper record for inward and outward movement of guests, visitors, materials and vehicles.
- 4. The Security agency shall not allow taking out any material, equipment etc. without proper Gate Pass issued by the authorised representative of the University.
- 5. The security personnel on duty will also take care of vehicles, scooters/motor cycles/by cycles parked in the parking sites located within the premises.
- 6. The security personnel shall prevent the Entry of the street-dog and stray cattle into the premises. They should be driven out at once.
- 7. The security personnel on patrol duty should take care of all the water taps, valve water hydrants, etc. installed in the campus / premises / in open areas etc.
- 8. The security personnel shall ensure that lights, ACs, Computers, other electrical equipment etc. those installed in open areas, Halls etc. are not left open/on after closing of the working hours on normal working days as well as on off days.
- 9. The security personnel shall ensure that flower plants, trees and grassy lawns are not damaged either by the students, staff or by the outsiders or by stray cattle.
- 10. The security personnel should be trained to extinguish fire with the help of fire extinguishers and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
- 11. The security personnel are required to display mature and polite behaviour with every visitor.
- 12. The security personnel on duty shall not leave the premise until his reliever reports for duty.
- 13. The security agency will be responsible for all police liaison work in case of any theft in campus/premises and they would lodge complain/ FIR to Law/Order Authorities.
- 14. The security agency shall keep the University informed of all the matters of security and co-operation in the investigation of any incident relating to security.
- 15. The security personnel shall escort of cash and other valuables of the University, if required.

Sd/-Registrar

BID PARTICULARS & BIDDER'S PROFILE

NAME OF THE WORK: TO PROVIDE SECURITY SERVICES FOR CUO, KORAPUT

1.	Name of the Tenderer	:			
2.	Full Address of the tenderer	:			
3.	Contact details of tenderer :				
	(a)Telephone No. (b) Mobile No,. (c)Fax No., (d)E-mail id				
4.	Details of Earnest Money Deposit (Rs.1,00,000) : (DD must be placed in the Bid envelope) (a) D.D. No. (b) D.D. date (c) DD amount (d) Issuing Bank				
5.	Details of cost of tender document deposited (Rs.500/-): (DD must be placed in the Bid envelope) (a) D.D. No. (b) D.D. date (c) DD amount (d) Issuing Bank				
6.	List of Documents enclosed:				
Sl.No.	Name of the document	Information to be filled in this column	Whether photocopies of the documents enclosed (pl. tick)		
1.	License/Registration (Number)		Yes / No		

Sl.No.	Name of the document	Information to be filled in this column	Whether photocopies of the documents enclosed (pl. tick)
1.	License/Registration (Number)		Yes / No
2.	Contract Completion Certificate (Name of the organization, value, date of commencement & completion etc.)		Yes / No

3.	Income Tax Return (Annual	2012-13	Rs.	Yes /	No
	ncome during last 03	2013-14	Rs.		
	Financial Years)	2014-15	Rs.		
4.	Audited Balance Sheet &	2012-13	Rs.	Yes /	No
	Profit and Loss Account Annual turnover during last	2013-14	Rs.	1	
	03 Financial Years	2014-15	Rs.	1	
5.	Bank Account (Bank Name, Branch & Account No.)			Yes /	No
6.	PAN (Number)			Yes /	No
7.	TIN (Number)			Yes /	No
8.	TAN (Number)			Yes /	No
9.	VAT (Number)			Yes /	No
10.	Service Tax (Number)			Yes /	No

7. Validity period of the B

Additional information, if any proposed to be furnished t	8.	Additional	information,	if any pro	posed to be	furnished by	v the tenderer.
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<u>Certificate</u>: Certified that we accept all the terms and conditions of the tender documents.

Date:	Signature of authorised person
Place :	Full name :
	Designation:

Seal:

BILL OF QUANTITY (BOQ)

Name of the company/agency:

SI. No.	Description	Security guard	Gunman (Ex- Serviceman)	Security supervisor (Ex- Serviceman)
1.	Rates quoted per person for 08 hours duty (Rate not less than Minimum wages, Dept. of Labour, Bhubaneswar) including VDA			
2.	Statutory charges			
	(a) ESI (% of monthly basic wages) (b) EPF (% of monthly basic			
	wages)			
	(c) Bonus (%)			
	(d) Gratuity/Terminal benefits			
	(e) Any other (specify name)			
3.	Service Charges (%)			
4.	Additional wages in lieu of service on Week/National Holidays			
5.	Total charges			

Place :	Signature of the bidder:
Date :	Name of the bidder:

N.B.: If the minimum wages is revised by the Govt. of Odisha/Govt. of India, the incremental wages, wherever applicable, may be provided.