

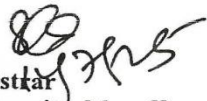
OFFICE OF THE REGISTRAR
B.R.A. BIHAR UNIVERSITY, MUZAFFARPUR - 842001

Website: www.brabu.ac.in

Tender No.: BU/2025/04 (Security Guard)

NOTICE INVITING TENDER

Tenders are invited under two bid systems i.e. technical & financial for **hiring the services of outsourcing agencies for "Providing Security Guards at B. R. A. Bihar University, Muzaffarpur"** from eligible agencies in a sealed separate envelope as mentioned in the tender document only as per the following Schedule: Period for downloading of tender document: **From 15/07/2025 at 10:00 AM to 29/07/2025 till 04:00 PM**. Last date of submission of Printed Copy (Hard Copy) of tender paper with EMD payment acknowledgement: **30/07/2025 till 3:00 PM**, either through speed post or by hand, in the office of the undersigned. Date & Time of opening of Technical Bid of Tender: **31/07/2025 at 11.30 AM**, Date & Time of opening of Financial Bid of Tender: **08/08/2025 at 11:30 AM**. For detailed information, please see the University website: www.brabu.ac.in.


Registrar
B.R.A. Bihar University, Muzaffarpur

Registrar
B.R.A. Bihar University
Muzaffarpur



OFFICE OF THE REGISTRAR

B.R.A. BIHAR UNIVERSITY, MUZAFFARPUR - 842001

Email: registrar.brabu@gmail.com

Tender No.: BU/2025/04

Dated: 12/07/2025

Notice Inviting Tender

For Hiring of Services of an Agency for Providing Security Services on Outsourcing Basis at B.R.A. Bihar University, Muzaffarpur. Sealed tenders are invited by the Registrar for and on behalf of the Governor of Bihar from eligible registered and authorized firms/agencies for Security Services required (as per details given in the Tender Document) at B.R.A. Bihar University, Muzaffarpur. The University Tender in Two Bid System (Technical and Financial) from interested parties for providing Manpower Security on outsourcing basis with suitable, trained and uniformed manpower for the University. The details of the Bid are asunder:

1	Designation of officer inviting tender	Registrar, B.R.A. Bihar University, Muzaffarpur.
2	Advertisement of Tender	Hindi (Dainik Jagran) and English (The Times of India) Newspapers
3	Last date of download of Tender document with Time and place	29/07/2025 up to 4:00 PM on www.brabu.ac.in
4	Last date of submission of acknowledgement of payment of EMD with print copy (Hard copy) of all.	Office of the Registrar, B.R.A. Bihar University, Muzaffarpur up-to 3.00 PM on 30/07/2025
5	Place, Time & Date of opening of Technical Bid of Tender	Office of the Registrar, B.R.A. Bihar University, Muzaffarpur on dated 31/07/2025 at 11:30 AM
6	Place, Time & Date of opening of Financial Bid of Tender	Office of the Registrar, B.R.A. Bihar University, Muzaffarpur on dated 08/08/2025 at 11:30 AM
7	Place of opening of Tender	Office of the Registrar, B.R.A. Bihar University, Muzaffarpur.
8	Validity of Tender	180 Days from Opening of Financial Bid of Tender Document

Sr. No.	Description of Work	Estimated Cost (Rs.)	Earnest Money Deposit (EMD) (Rs.)	Security Deposit at the time of agreement (Rs.)	Cost of tender paper (Rs.)
1	Appointment of Agency for Providing Security Guard Services on Outsourcing Basis at B.R.A. Bihar University, Muz.	18.27Cr.	5% of tender value above Rs1 crore.	10% of offer value	Rs.10,000

1. The tender documents will be issued to eligible contractors.
2. **EMD & Tender Document:** The EMD shall be accepted only in the form of a recently issued Demand Draft from any scheduled bank, drawn in favour of the Registrar, B.R.A. Bihar University, payable at Muzaffarpur. A hard copy of the Demand Draft must be submitted along with the Technical Bid documents on or before the scheduled date.
3. Any changes, corrigenda, or addenda related to this tender will be notified on the website: www.brabu.ac.in.
4. All matters pertaining to this tender shall fall under the jurisdiction of the Patna High Court.
5. **The University reserves the right to accept or reject any or all quotations without assigning any reason.**
6. **The University reserves the right to terminate the contract at any stage without assigning any reason.**
7. All pages of this document are required to be accepted and signed by the bidders. These signed documents will form an integral part of the contract, if awarded.

Sd/-
Registrar
B.R.A. Bihar University, Muzaffarpur

Memo : B/1658.....

Date: 14/07/2025.....

Copy to: 1. Persons Concerned / Financial Advisor / Registrar / Finance Officer / Personal Assistant to the Vice Chancellor / Coordinator, UMIS/ UDC, Engineering Section, B.R.A. Bihar University, Muzaffarpur for information.


Registrar
B.R.A. Bihar University, Muzaffarpur




**BABASAHEB BHIMRAO AMBEDKAR BIHAR
UNIVERSITY, MUZAFFARPUR**

**TENDER DOCUMENT FOR
HIRING OF SERVICES OF AN AGENCY
FOR SECURITY SERVICES ON
OUTSOURCING BASIS**

(Tender No.- BU/2025/04)

INSTRUCTIONS AND GENERAL TERMS & CONDITIONS FOR BID SUBMISSION

- a) The Security personnel should be physically fit and strong, mentally alert and preferably in the age group of 30-50 Years. Minimum 10th Standard education is a must for the guards.
- b) Bidders will be fully responsible for any loss of property/theft on account of negligence of their duty in the campus and the cost of such losses should be borne by the agency.
- c) All security personnel should always wear clean uniforms while they are on duty. The bidder should provide them all necessary uniforms as and when required.
- d) Security guards will be responsible to check all incoming and outgoing vehicles at the gates if found any suspicious/doubtful and report to their Security Supervisor and finally inform the superior Officers of the University.
- e) The security Guards will have to maintain exemplary discipline and be polite always and work for the welfare of the institute and should follow the campus rules.
- f) Security services will be provided for 24 hours in the official/residential campus of Babasaheb Bhimrao Ambedkar Bihar University, Muzaffarpur as per existing rule. The duty hours of the Security Personnel will be as under.
 - i. First Shift:- 06:00 A.M. to 02:00 P.M.
 - ii. Second Shift:- 02:00 P.M. to 10:00 P.M.
 - iii. Third Shift:- 10:00 P.M. to 06:00 A.M.
- g) The successful Bidder will have to sign an agreement (MOU) with the University before the commencement of work and have to deposit performance security 10 % of the contract value as per Bihar Financial Rules in form of BG/ DD/ FDR issued by nationalized banks.
- h) The period of contract will be for Three (03) years initially which may be extended for one more year subject to efficient and satisfactory performance.
- i) The contract can be foreclosed without assigning any reasons by giving three months advance notice on either side.
- j) The security guards are expected to know the firefighting and deploy in case the situation demands.
- k) Materials or things should be allowed to move out of the campus only with proper gate pass issued or endorsed by the Security Officer/Supervisor/concerned department HOD of this University. A register must be maintained for the materials movement by the security agency.
- l) Monthly bills will be paid by Cheque/RTGS only to the Agency and the University will not take any responsibility to pay salary to the security personnel. No advance will be paid to the agency by the University under any circumstances.
- m) In case of emergency or on special occasions when more security personnel are required by the University, then additional guards will be provided by the agency at short notice in addition to the regular guard on additional payment at the agreed rates man-day basis.
- n) Security guards deployed by the agency are strictly forbidden to take part in any labour union activities inside the campus.
- o) All types of manpower deployed by the agency should strictly avoid consumption of liquor or smoking while they are on duty.
- p) The deployed firm will have to bear all the losses covered by the security lapses.
- q) The applying firm has to provide documents regarding the Annual turnover of Rs. Twenty-Five Crore during the last three financial years.
- r) The applying firm will quote the ESI, EPF, Bonus, Uniform, Uniform washing and HRA rate in the column Daily wages Rate **on the Current rate as per the Govt. norms** as quoted in the Part A and Part B of the Financial Bid (Statutory wages and deduction should be as per norms). Bidders not quoting rates in accordance with the prescribed format will be outrightly rejected.
- s) In case two or more bidders are at the same position or Tie, the following sequence will be followed by TIA to break the tie.

- 1) Bidders having experience of providing manpower related services to maximum Government Universities will be initially preferred.
- 2) Further bidders having a single larger annual work order value (supported by the experience certificate) for providing manpower services in the Government sector will be preferred to break the tie.
- 3) Further maximum years of security & manpower services experience will be preferred.
- t) The bidder should quote for the rate percentage (3.85%-7%) of administrative charges/service charge in the Financial Bid as per letter no 2988 dated 23.03.2023 of Finance dept. GoB.
- u) The applying company/firm will also have to provide the Character certificate if applicable otherwise self-declaration non blacklisting certificate on non-judicial stamp paper may be submitted.
- v) University reserves the right to increase/decrease the manpower as per actual requirement.
- w) The duly approved firm after the finalization of rate will have to maintain proper liaison and contact with the local police/civil administration etc. for smooth and peaceful day to day working of the Babasaheb Bhimrao Ambedkar, Bihar University, Muzaffarpur. The agency shall be fully responsible for taking follow up action and for pursuing the case after lodging the First Information Reports in the police station/the police department.
- x) University reserves the right to increase or decrease the number of security personnel or it may cancel the tender at any stage without assuring any reason thereof by giving three months advance notice.
- y) The selected agencies of Babasaheb Bhimrao Ambedkar, Bihar University, Muzaffarpur have to do patrolling continuously both in the residential area and as well as the official area. For this, the vehicle and the cost of fuel will be borne by the deployed security agency.

Agencies should submit the tender document by paying **non-refundable D.D. of Rs. 10,000/- as Tender fee and EMD (Five percentage of Tender Value) in favor of Registrar, Babasaheb Bhimrao Ambedkar, Bihar University, Muzaffarpur payable at Muzaffarpur.** The tender document may be downloaded from the University **website: www.brabu.ac.in**. The bidders are expected to examine all instructions, forms, terms, project requirements and other details in the Tender documents. Failure to submit the required EMD, Tender fee and furnish complete information as mentioned in the Tender documents are liable to be rejected and declared unresponsive.

Detailed proposal in two sealed envelopes boldly mentioned for technical bid and financial bid complying with above requirements is to be submitted and duly super scribed **“Project Proposal Tender for providing security services at Babasaheb Bhimrao Ambedkar, Bihar University, Muzaffarpur.”** The technical competence shall include the following terms and conditions.

General eligibility criteria

1. Certificate of Registration & Memorandum under Companies Act 1956.
2. Shop and Establishment registration for 1000 persons.
3. License issued by Dept. of Home Govt. of Bihar.
4. EPF Registration of the firm.
5. Copy of Challan and paid receipt for more than 1500 Nos. of security personnel enrolled in EPF Department in last financial year (FY 2024-2025) should be submitted.
6. ESIC Registration of the Firm.
7. ISO Certificate No. (Latest)
8. OHSAS Certificate No.(Latest)
9. GST Registration Certificate for Bihar with paid Challan copy of last FY: 2024-25. Annual GST Return must be in accordance with the turnover of the agency.
10. PAN Card of the firm.
11. PSARA Certificate.
12. EPF Certificate.
13. Copy of I.T. return audited by CA firm for last three financial years.
14. TAN No. and GST No.

15. Character certificate of all the directors/Proprietor/Partners.
16. Average turnover Rs. 25 (Twenty Five) Crore during last three financial years
17. The Net worth of the agency must be positive during the last three financial years and should be more than one Crore in all the three consecutive financial years. Net-worth certificate having UDIN must be attached along with the technical bid.
18. Self-declaration that currently the company is not blacklisted on non-judicial stamp paper of Rs 100.
19. Copy of Labour License for providing 150 manpower's.
20. Copy of 10 (Ten) Crore solvency certificate, issue date should not be older than 6 months from the publication of this tender.
21. Bidders must have an experience of providing similar nature of works for more than 15 years supported by work order/ work agreement. Only experience of State Government/ PSU's/Central Government organization will be taken into account while evaluation of the tender documents.
22. A copy of the experience certificate in which it is clearly mentioned about the number of persons, nature of work, contract value, and duration of work must be attached.
23. Agency/Firm must submit an affidavit that the name, style of firm/company has never changed.
24. Signed copy of tender documents and corrigendum (if issued) must be attached along with the technical bid as a token of acceptance of all terms and conditions laid down in this tender.

TECHNICAL ELIGIBILITY CRITERIA

- 1) Similar nature of work: Supply of Security Services to any Central Government/State Governments Offices/ Departments/Ministries/PSU/Corporations/Autonomous Bodies/ Universities.
- 2) The bidders have successfully completed any of the followings during last five years, ending last day of month previous to the one in which tender is invited:
 - (i) **Three similar works each costing not less than the amount equal to 50 % of the advertised tender value.**
 - or**
 - (ii) **Two similar works each costing not less than the amount equal to 75 % of the advertised tender value.**
 - or**
 - (iii) **One similar work not less than the amount equal to the advertised tender value.**

NOTE:-

1. Experience Certificate needs to be issued on letter head of the organisation with full details of name of work agreement no, full value of work, details of work, satisfactory completion certificate, date of completion and total payment made with breakup of payment, duly signed and stamped by competent authority of the organization. Certificates issued by a private party/ company will not be entertained.
2. Bidders shall require to submit the documents as per their category mentioned below.
 - (i) Sole Proprietorship Firm: - Copy of firm's registration certificate.
 - (ii) Sole Partnership Firm: - Copy of Partnership deed as per The Indian Partnership Act, 1932.
 - (iii) Company: The company should be registered under Company Act 2013 and submit the copies of Memorandum of Association/Article of Association of company, a copy of Power of Attorney issued by the company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on the behalf of the company and create liability against the company.
 - (iv) LLP (Limited Liability Partnership):- The firm should be registered under LLP Act-2008 and submit a copy of registration certificate, a of LLP Agreement, a copy of Power of Attorney issued by the LLP in favour of the individual to sign and create liability against the LLP.

3. Bidders are required to submit proof of the documents mentioned above along with their technical bid.
4. Tenders signed by a person other than authorized person shall be rejected.
5. ***At the time of opening the technical bid, the bidders must present a presentation (in PPT mode) about his/her work in the last three financial years.***

(h) FINANCIAL ELIGIBILITY CRITERIA:-

The tenders/bidders must have received contractual payment in previous three financial years and current financial year up to the date of submission of technical bid, at least Twenty-Five crore (INR). The tenderers/bidders shall submit certificates to this effect which may be issued by the concerned client and or Audited Balance Sheet clearly showing the amount of contractual receipts and certified by a Chartered Accountant.

- (i) Tenders/bidders shall make payment of EMD electronically from the account of the firm. Copy of receipt of successful payment of EMD shall be submitted along with technical bid. If EMD is paid through DD, in this case DD should be enclosed with the technical bid.
- (ii) Technical bids will be scrutinized and evaluated by the University. Financial bids of those bidders will be opened who fulfill all the technical criteria.
- (iii) Tender is not transferable. Only one tender shall be submitted by one bidder. Joint Bid shall not be considered.
- (iv) B.R.A. Bihar University shall not be responsible for non-receipt of bid due to internet issues or any other reasons whatsoever.
- (v) The Bidder should inspect the site before participating in this tender to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.
- (vi) The bidder is expected to examine all Instructions, Forms, Terms and Conditions in the Bid document. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document will be at the bidder's risk and may result in rejection of his bid.
- (vii) The bidder shall be solely liable to bear all costs and expenses associated with preparation and submission of this bid. B.R.A. Bihar University, Muzaffarpur will in no case be responsible for payment of any costs associated with the preparation or submission of this bid irrespective of the outcome of the bidding process as also in case the entire bidding process or part thereof is nullified/cancelled due to any reason whatsoever.
- (viii) B.R.A. Bihar University, Muzaffarpur reserves the right to cancel the bid at any stage without assigning any reason.
- (ix) If it becomes necessary to affect any amendments/ additions/ deletions to the terms and conditions, the same shall be published on the website of the University, before the expiry of the deadline to submit Bids.
- (x) No bid can be modified and withdrawn after the deadline for submission of bids.
- (xi) Any Response which does not follow the instructions and guidelines given in this bid document is liable to be rejected without assigning any reason to the Bidder.
- (xii) The Bid shall be evaluated by a committee constituted for this purpose by the B.R.A. Bihar University.

I. SECURITY DEPOSIT

1. The successful bidder has to deposit Security Deposit (SD) as a Security Deposit, which will be a sum equivalent to **10%** of the accepted contract value in favor of the Registrar, B.R.A. Bihar University payable at Muzaffarpur in the form of Fixed Deposit Receipt (FDR)/Bank Guarantee from any scheduled bank made in the name of the agency/firm and pledged to the B.R.A. Bihar University, Muzaffarpur or Demand Draft issued in favor of Registrar, B.R.A. Bihar University, Muzaffarpur **within fifteen days of issue of letter of acceptance by the University**. SD shall remain valid for a period of **36 (Thirty-Six) months** from the date of commencement of the contract. The SD would be

refundable only after successful and satisfactory completion of the contract. In case, the contract is further extended beyond the initial period, the SD will have to be accordingly renewed by the successful bidder.

2. The Security Deposit (SD) will be forfeited by order of the Competent Authority of the University in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portions of the said FDR as may be considered by the University sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of the firm's bill has been received and examined.
 - (a) If the successful Bidder is called upon by the Competent Authority in the University to deposit Security and the Successful Bidder fails to provide the Security Deposit within the period specified such failure shall constitute a breach of the bid contract and the University shall be entitled to make other arrangements at the risk, cost and expense of successful Bidder, and the EMD deposited by the successful Bidder shall be forfeited.
 - (b) On due performance and satisfactory completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute 'No Demand Certificate / No Dues Certificate' in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser (client), which may have been issued to the contractor.

II. EARNEST MONEY DEPOSIT (EMD)

1. The Bidder shall have to deposit in the office of the Registrar, B.R.A.B.U., Muzaffarpur an amount of **5% of estimated value as Earnest Money Deposit (EMD)** through recently issued Demand Draft of any scheduled Bank in favour of the University Engineer B.R.A. Bihar University, payable at Muzaffarpur. A hard copy must be submitted along with other copies of Technical Bid on or before the scheduled date in the Office of the Registrar, B.R.A. Bihar University.
2. No EMD Exemption will be allowed for MSME/NSIC registered agencies.
3. Such EMD shall not carry any interest.
4. Any Bid not accompanied by requisite EMD shall be deemed to be invalid and will be rejected by B.R.A. Bihar University.
5. The earnest money of the Bidders whose bids are not accepted will be refunded as per provisions after the bid has been finalized.
6. The EMD of the successful bidder will be retained and adjusted with PERFORMANCE SECURITY DEPOSIT (GUARANTEE).
7. The EMD will be forfeited 100% automatically by the University without prejudice to any other right or remedy and without any notice:
 - (i) If Bidder withdraws his bid during the Tender process.
 - (ii) If Bidder furnishes false & fabricated information/document in his Technical Bid.
 - (iii) If successful Bidder withdraws his tender before the expiry of the validity period of the bid.
 - (iv) If the successful Bidder does not submit a Letter of acceptance to the University Authority within the validity period of the bid.
 - (v) If the successful Bidder fails to deposit the required Performance Security Deposit (Guarantee) within the specified time limit.
 - (vi) If the successful Bidder demands any modification in the terms and conditions of the tender which are not acceptable to the University.

In case of forfeiture of EMD as prescribed in (i) to (vi) above, Bidder shall not be allowed to participate in the retendering process of this work.

III. VALIDITY PERIOD OF THE BID

The Bid shall remain valid for a period of 180 days from the date of opening of the Technical Bid. Overall Bid evaluation result shall be declared within 07 days of opening of the Financial Bid.

IV. REQUIRED NUMBER OF DEPLOYERS

Sr. No.	Minimum Qualification	Services to be utilized as	Required Nos.
1.	Matriculation (10th) OR equivalent	Security Supervisor (Ex-Serviceman)	06
2.	Matriculation (10th) with experience in relevant field	Security Guard with arms (Ex-Serviceman)	16
3.	Matriculation (10th) OR equivalent	Security Guard without arms (Ex-Serviceman)	80
4.	Matriculation (10th) OR equivalent	Security Guard without arms, Skilled (civilian male/female)	16
Total			118

The mentioned requirement of workers to be engaged for the fulfillment of purpose of this tender is tentative and may increase or decrease as per need of the time. The point / location / site as well as strength of workers there upon to be deputed, will be intimated in written by B.R.A. Bihar University Authority from time to time.

V. AREA AND SCOPE OF WORK

[A] **Area/Place of work:** Entire area, permanent or temporarily acquired under the jurisdiction of the University.

[B] **Scope of work:**

- The Security personnel should be physically fit and strong, mentally alert and preferably in the age group of 30-50 Years. Minimum 10th Standard education is a must for the guards.
- Bidders will be fully responsible for any loss of property/theft on account of negligence of their duty in the campus and the cost of such losses should be borne by the agency.
- All security personnel should always wear clean uniforms while they are on duty. The bidder should provide them all necessary uniforms as and when required.
- Security guards will be responsible to check all incoming and outgoing vehicles at the gates if found any suspicious/doubtful and report to their Security Supervisor and finally inform the superior Officers of the University.
- The security Guards will have to maintain exemplary discipline and be polite always and work for the welfare of the institute and should follow the campus rules.

- f) Security services will be provided for 24 hours in the official/residential campus of Babasaheb Bhimrao Ambedkar, Bihar University, Muzaffarpur as per existing rule. The duty hours of the Security Personnel will be as under.
- iv. First Shift:- 06:00 A.M. to 02:00 P.M.
 - v. Second Shift:- 02:00 P.M. to 10:00 P.M.
 - vi. Third Shift:- 10:00 P.M. to 06:00 A.M.
- g) The successful Bidder will have to sign an agreement (MOU) with the University before the commencement of work and have to deposit performance security 10 % of the contract value as per Bihar Financial Rules in form of BG/ DD/ FDR issued by nationalized banks.
- h) The period of contract will be for **Three (03) years** initially which may be extended further subject to efficient and satisfactory performance. Their contract can be foreclosed without assigning any reasons by giving three months advance notice on either side.
- i) The security guards are expected to know the fire fighting and deploy in case the situation demands.
- j) Materials or things should be allowed to move out of the campus only with proper gate pass issued or endorsed by the Security Officer/Supervisor/concerned department HOD of this University. A register must be maintained for the materials movement by the security agency.
- k) Monthly bills will be paid by Cheque/RTGS only to the Agency and the University will not take any responsibility to pay salary to the security personnel. No advance will be paid to the agency by the University under any circumstances.
- l) In case of emergency or on special occasions when more security personnel are required by the University, then additional manpower will be provided by the agency at short notice in addition to the regular manpower on additional payment at the agreed rates man-day basis.
- m) Security guards deployed by the agency are strictly forbidden to take part in any labour union activities inside the campus.
- n) All types of manpower deployed by the agency should strictly avoid consumption of liquor or smoking while they are on duty.
- o) The Agency has to provide manpower as per the following details.(Residential as well as official campus of the University): -
1. Security Services

i) Security Supervisor (Ex-Serviceman)	-06
ii) Security Guard with arms (Ex-Serviceman)	-16
iii) Security Guard without arms (Ex-Serviceman)	-80
iv) Security Guard without arms, Skilled (civilian male)	-11
v) Security Guard without arms, Skilled (civilian female)	-05
Total	-118
- p) The deployed firm will have to bear all the losses covered by the security lapses.
- q) The applying firm has to provide documents regarding the Annual turnover of Rs. Twenty-Five Crore during the last three financial years.

NOTE1: The B.R.A. Bihar University may, in addition to the above-mentioned works, assign other works as deemed fit.

NOTE2: The frequency of the services might alter during special occasions like convocation, orientation and registration, seminars, and conference etc. would need more frequency of the tasks.

VI. Conditions of Services to be provided by the Selected Bidder

1. Services from the selected Bidder shall be availed by the B.R.A. Bihar University in a shift of eight hours per day throughout the year. It will be the sole responsibility of the selected Bidder to provide weekly off and mandatory holidays to its employees, and follow the provisions of Labour laws. Selected Bidders shall have to provide services round the year,

without any holidays as per requirement of the B.R.A. Bihar University and manpower is to be planned accordingly by the selected Bidder.

- 2. Supervisor shall maintain a stock register by entering the quantity of credited and issued items with complete description and duly verified by the In-Charge, Outsourcing.**
- a) The applying firm will quote the ESI, EPF, Bonus, Uniform, Uniform washing and HRA rate in the column Daily wages Rate **on the Current rate as per the Govt. norms** as quoted in the Annexure of the Financial Bid (Statutory wages and deduction should be as per norms). Bidders not quoting rates in accordance with the prescribed format will be outrightly rejected.
- b) In case, two or more bidders are at the same position or Tie, the following sequence will be followed by TIA to break the tie.
 - 1) Bidders having experience of providing manpower related services to maximum Government Universities will be initially preferred.
 - 2) Further bidders having a single larger annual work order value (supported by the experience certificate) for providing Security services in the Government sector will be preferred to break the tie.
 - 3) Further maximum years of security & manpower services experience will be preferred.
- c) The bidder should quote for the rate percentage (3.85%-7%) of administrative charges/service charge in the Financial Bid as per letter no 2988 dated 23.03.2023 of Finance dept. GoB.
- d) The applying company/firm will also have to provide the Character certificate if applicable otherwise self-declaration non blacklisting certificate on non-judicial stamp paper may be submitted.
- e) University reserves the right to increase/decrease the manpower as per actual requirement.
- f) The duly approved firm after the finalization of rate will have to maintain proper liaison and contact with the local police/civil administration etc. for smooth and peaceful day to day working of the Babasaheb Bhimrao Ambedkar, Bihar University, Muzaffarpur. The agency shall be fully responsible for taking follow up action and for pursuing the case after lodging the First Information Reports in the police station/the police department.
- g) University reserves the right to increase or decrease the no. of security personnel and other manpower, or it may cancel the tender at any stage without assuring any reason thereof by giving three months advance notice.
- h) The selected agencies of Babasaheb Bhimrao Ambedkar, Bihar University, Muzaffarpur have to do patrolling continuously both in the residential area as well as official area. For this, the vehicle and the cost of fuel will be borne by the deployed security agency.

VII. CONCESSIONS PERMISSIBLE UNDER STATUTES

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under existing Tax Acts, failing which it will have to bear extra cost where Bidder does not avail exemptions/ concessional rates of levies. B.R.A. Bihar will not take responsibility for this. However, necessary assistance, wherever possible, may be provided in this regard

VIII. PERIOD OF CONTRACT

The contract, if awarded, shall be initially valid for a period of Three years from the date of award subject to continuously satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the University shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing, etc. solely at the discretion of the competent authority of the office of the University.

IX. GUIDELINES FOR SUBMISSION OF FINANCIAL BID

1. In the Financial Bid, Bidder has to quote charge (rate) which B.R.A.B.U., Muz shall have to pay to the agency (contractor) for providing services as mentioned in the Bid Document for a month assuming 100% attendance of 26 Shifts of eight hours duration of each worker. The rate quoted by the bidder shall be inclusive of wages, all allowances, all statutory taxes of Central & State government, and Service Charge. During the contract period, no change in rate shall be permissible except in the case of change in statutory taxes/Bihar Minimum wages. In case of any change in the amount of statutory Taxes/Bihar minimum wages, the difference in amount shall be adjusted in the offered (quoted) rate in the financial Bid of the agency (Contractor).
2. The cost quoted should include expenses on Salary, EPF, ESIC, Group Insurance, Uniform etc. In this regard no claim for any extra payment for any reason shall be entertained.
3. The Bidder shall submit its price/charge of its services (Bid offer/Price Bid offer) in Indian Rupees. The Bid Price Shall be compulsorily mentioned both in digits and words in the financial Bid.
4. The service charge offered in the Price Bid shall not be less than 3.85%, and shall not be greater than 7% (Ref. Bihar Government Finance Department Sankalp 2988 dated 23.03.2023).
5. In order to have a better understanding of the services and work involved, a campus visit may be planned with prior intimation.
6. All duties and taxes payable by the bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation of bid shall be made accordingly.
7. Under no circumstance Service Charge and Rent for Machinery used for the fulfilment of the services as mentioned in this bid document shall not be changed from the quoted rate in financial bid during the entire period of contract.
9. Machine/Gadget/Equipment shall be made available and be maintained in good working condition by the bidder.
10. Machine/Gadget/Equipment shall be used in the B.R.A.B.U., Muzaffarpur only after prior approval of the concerned authority of the B.R.A.B.U., Muzaffarpur and payment of rent for a period shall be made only after certification by the concerned authority.
11. B.R.A. Bihar University has sole right to accept or reject any or all Machines/Gadgets/Equipment of the selected Bidder without assigning any reason.

X. REJECTION OF BID

Any bid will be outright rejected on the ground

- (a) If the bid is not accompanied by the requisite EMD.
- (b) if print copy (hard copy) of uploaded documents in Technical Bid are not submitted within the specified date & time limit.
- (c) if Hard Copy of Financial Bid is submitted.
- (d) If canvassing or offering of an advantage or any other inducement by any person with a view to influence acceptance of a bid is attempted, it will be an offence under Laws of India. Such action will result in the rejection of the bid, in addition to other punitive measures.
- (e) if the interested Bidder do not upload all supporting and requisite documents or do not furnish relevant details as per the prescribed format/ requirements with Bid proposal, proposal shall be treated as non-responsive and bid will be liable to be summarily rejected.

XI. SIGNING OF CONTRACT AGREEMENT

After submitting the Letter of acceptance (LoA) against the Letter of Intent and securing Performance Security Deposit (PSD) from the successful Bidder, Successful Bidder shall enter into a contract agreement with B.R.A.B.U., Muzaffarpur on the terms and conditions as detailed in the tender document.

1. The successful bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
2. University shall prepare the draft Articles of Agreement in the Proforma included in this document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful bidder for the in concurrence.
3. The successful bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from the University in two copies, each as printed on the Rs.1000/- (rupees One Thousand Only) stamp paper, and University Engineer after proper adjudication of printed Articles of Agreement on stamp paper, will complete the formalities of signing on contract agreement by the Competent Authorities of the two parties.
4. The competent authority of the University shall sign the contract agreement and return a copy of the same to the successful bidder.

XII. NOTICE TO PROCEED

After signing of the contract agreement, University shall issue the 'Notice to Proceed', to the successful Bidder authorizing him to provide **Security services in the University** at the specified locations with approved strength of Deployed personnel.

XIII. COMMENCEMENT OF SERVICES

1. The Successful Bidder after entering into the Contract-Agreement shall be termed, hereafter, as Contractor.
2. The Contractor shall commence providing security services at B.R.A. Bihar University premises at Muzaffarpur District, Bihar within 10 (Ten) days from the date of receipt of Notice to Proceed.

XIV. TERMS AND CONDITIONS OF CONTRACT

1. Contractor shall provide services of professional manpower with “Security Servicers” for B.R.A. Bihar University in a shift of eight hours throughout the year including Sundays and holidays as per the requirement of the B.R.A. Bihar University, and manpower is to be planned accordingly by the Contractor so that the provisions of LABOUR LAWS have to be obeyed and its employees may get weekly off and mandatory holidays.
2. Contractor shall ensure payment to their workers deputed at B.R.A. Bihar University for 26 (Twenty-six) days for a month per worker (For 100% attendance of the worker) to ensure implementation of provisions of minimum wage payment Act. However, the University will reimburse the Contractor only for actual days of service provided by the agency through its workers in B.R.A. Bihar University.
3. The contractor shall not engage any sub-contractor or transfer the contract or any of its part thereof to any other person in any manner. In the event of the contractor contravening this condition, the University shall be entitled to place the contract elsewhere on the contractor's risk and cost, and the contractor shall be liable for any loss or damage which the University may sustain in consequence or arising out of such replacing of the contract.
4. The contractor shall submit its organizational chart, showing therein the details of key official persons with their full contact details. The contractor shall also keep informing the University of any Change in its organization or its official person.
5. **CRITERIA FOR DEPLOYMENT OF A WORKER:** For deployment of a worker of the Contractor in the B.R.A. Bihar University the following eligibility criteria must be fulfilled:
 - (i) Must possess the minimum qualification as mentioned in Section – IV of this Bid Document.
 - (ii) Must have age not less than 21 years and not more than 50 years.
 - (iii) Must have good health and sound mind.
 - (iv) Must be medically fit.
 - (v) Must have no adverse police report.
 - (vi) Must be well trained and mentally alert.
6. **SUPERVISOR AND HIS DUTIES:** The Contractor shall deploy two male supervisors in order to streamline its services in the B.R.A.B.U., Muz. . The Supervisors shall be in direct control of the Prof. In-Charge, Outsourcing. Supervisors shall be liable to ensure the standard services. They would be responsible to ensure efficient and timely execution of the contract (daily work completion sheet, grant of weekly off, discipline, cleanliness of area under B.R.A. Bihar University, manage work, interaction with officer-in-charge for day-to-day work). They would be the point of contact for any complaints & instructions.

Supervisors should always be present during the working hours to monitor the performance of the personnel deputed for various tasks.

Supervisors will obey the instructions and work as per the directions of the In-charge Outsourcing, and will report the progress & developments as and when required.

Supervisor shall maintain a register for day-to-day work performed in various parts of the University with proper certification by the authority of that section/department/institute/area, and place the register daily after the end of the shift.
7. The deployed staff of the Contractor will not have any right for employment in B.R.A. Bihar University.
8. The workers and Supervisors should not have any criminal record or any kind of police case against them. Their conduct should be good. If any worker is found indulging in any unlawful activity, he will have to be removed in addition to any other action that may have been. It will be the responsibility of the contractor to deploy the workers only after getting their antecedents verified by the police.

9. Demeanor: The workers deployed by the Contractor shall maintain personal hygiene and wear prescribed uniforms while on duty. They should be well disciplined and be polite with good behavior. In case of any complaint or any unusual behavior of the worker, he/she should be replaced within 24 hours after receipt of intimation from the University.
10. Police Verification and Medical Fitness is a must for all workers deployed at the B.R.A.B.U., Muz. . In case anyone is found medically unfit or is having any case pending or pronounced guilty in any case, he/she should not be deployed at the B.R.A. Bihar University. Charges for the same are to be borne by the Contractor.
11. At the time of deployment of any worker including Supervisor in B.R.A. Bihar University by the Contractor, following documents (duly attested by the authority of the Contractor) shall have to be submitted separately for each worker in the office of In-Charge Outsourcing Cell and the required formalities Shall have to be completed by the Contractor:
 - (a) Copy of Educational Qualification and Experience Certificate of the worker
 - (b) Copy of Aadhar Card of the worker
 - (c) Copy of Caste Certificate of the worker
 - (d) Copy of Residential Certificate of the worker
 - (e) Proof of Bank Account of the worker
 - (f) Proof of EPF account of the worker
 - (g) Proof of ESIC account of the worker
 - (h) Recent Police Verification Report of the worker in Original
 - (i) Recent Medical Certificate of the worker in Original

Request letter by the Contractor regarding deployment of the worker in B.R.A. Bihar University [as covering letter with the documents as mentioned in (i) to (ix)] shall be submitted as mentioned above. After completion of the formalities, the worker shall be interviewed by the concerned authority of the B.R.A. Bihar University and only after obtaining approval of the authority the worker shall be deployed in the services of the B.R.A. Bihar University.

Any worker of the Contractor without fulfilling the requirements (i) to (xi) shall be treated as a stranger, and his services will be considered illegal and the claim for such services shall not be entertained by the University. Not only that a penalty will also be imposed as mentioned in items no. 49 of these documents.

12. The place of posting of the worker and their strength there upon shall be solely decided by the University, and the same will be notified to the Contractor from time to time. The Contractor shall abide by such assignments as provided by the University and it shall always form part and parcel of the contract.
13. The Contractor shall provide a complete list of personnel to be deployed by it and also certify that all the personnel deployed bear good moral character and have no criminal record. Police verification of each of the Contractor's personnel engaged at the University has to be submitted before deployment and regular rotation of such personnel should be resorted to.
14. All statutory licenses required to carry out the services are to be obtained by the Contractor at its own cost and the B.R.A. Bihar University will not be held responsible for such lapses. This includes obtaining a labour license from the Jurisdictional Labour Commissioner to engage the Contract Labour/Personnel as per Contract Labour (Regulation & Abolition Act) 1970 within a period of one month from the date of award of contract.
15. Smoking and consumption of alcohol within the entire area of the University campus is prohibited. Violations of this rule by the workers of the Contractor shall be prosecuted as per law and the culprit will be discharged immediately.

Videography or reel making or continuous use of mobile phones in the premises by the worker of the Contractor shall be strictly prohibited, and shall be liable for punishment or removal from deployment.
16. The contractor shall provide services in the premises under the jurisdiction of B.R.A. Bihar University to its entire satisfaction and it is the sole responsibility of the contractor that the work is executed in all respects in accordance with the terms and conditions of contract, and will provide full attention for

executing the work thereof. The Competent Authority of B.R.A. Bihar University shall have the right to check the performance of the deployed personnel of the Contractor. The Owner or higher authority of the Contractor will visit the University once in a month, inspect the performance of deployed security personnel and take feedback from In-Charge, Outsourcing.

17. The Personnel of the Contractor on duty shall always wear proper uniform including winter and rainy season kit, as approved by the B.R.A. Bihar University, and carry proper Identity card at all times. Uniform, winter & rainy season kit, and photo-identity card shall be provided by the Contractor at its own cost.
18. It shall be the responsibility of the contractor to ensure that its employees are present in properly washed, neat & clean, ironed uniform with proper name badge during duty hours. Any negligence from this part shall incur penalty of Rs.500/-(Rupees five hundred only) per Housekeepers per inspection/occasion on the Contractor.
19. The Contractor shall ensure regular rotation of personnel deployed under the contract.
20. It shall be the responsibility of the contractor to ensure that none of its personnel indulge in misbehave/create ruckus/dharana/agitation or create any kind of unrest in the establishment of the University.
21. The personnel of the contractor shall not be the employees of the B.R.A. Bihar University and they shall neither claim nor indulge in any vandalism, protest or dharna before B.R.A.B.U., Muzaffarpur for their salary or allowances, compensation, damages or anything arising out of their duty in B.R.A. Bihar University premises under this contract. The contractor shall make them known about this position in writing before deployment under this agreement.
22. The personnel deployed shall be employees of the contractor only and the University shall not in any manner be liable for their wages. All statutory liabilities and allied benefits such as ESI & PF, Bonus, Leave Encashment, Gratuity and other statutory dues etc. shall be paid for by the contractor and the University shall not incur any liability or additional expenditure, whatsoever for personnel deployed.
23. The Contractor shall pay wages to its deployed employee month wise regularly in online mode through RTGS/NEFT directly to their bank account, irrespective of whether the payment is received by it from the University or not. It shall be the duty of the contractor to get EPF and ESI code number allotted to the employees and deposit the employees' contribution along with the employer's contribution within the prescribed time limit. If the contractor fails to remit employee/employer's contribution towards EPF and ESI within the stipulated time, the University shall be at liberty to cancel the contract.
24. The Contractor shall at all times throughout the tenure of the contract provide requisite number of personnel backups. It will be legal binding for the contractor that none shift of any allocated post/place remain unattended by the worker of the Contractor. Failure to fulfil this commitment may lead to legal action with cancellation of contract including forfeiture of PSD.
25. The Contractor shall ensure that all its personnel are properly trained to carry out their duties to the satisfaction of the University. The guard to be deployed by the Contractor shall be adequately trained.
26. In case of negligence, dereliction of duty, disorderly behavior, other misconduct etc. by personnel of the Contractor, the Contractor will take proper disciplinary action against such personnel and such personnel shall be removed from the premises immediately.
27. **COMPLIANCE OF LABOUR LAWS, STATUTORY PROVISIONS & GOVERNMENT INSTRUCTIONS BY THE CONTRACTOR:** The contractor shall be responsible for compliance of all the laws/ rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/workers, engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of the contract. It shall be the sole responsibility of the Contractor to abide the following acts/Laws as amended up-to-date during the contract period, keep B.R.A.B.U., Muzaffarpur free from any legal or financial loss and, if any, Contractor shall have to pay indemnity for any such loss:
 - (a) The Code on Wages, 2019
 - (b) Code on Social Security, 2020
 - (c) The Industrial Relations Code, 2020
 - (d) The Occupational Safety, Health and Working Conditions Code, 2020
 - (e) Employment of Children Act, 1938
 - (f) The Workmen Compensation Act, 1923
 - (g) Industrial Employment (Standing Orders) Act, 1946

- (h) Contract Labour (Regulation & Abolition) Act,1970
- (i) Payment of Wages Act,1936
- (g) Minimum Wages Act,1948
- (k) The Employees Provident Fund and Miscellaneous Provisions Act,1952.
- (l) Employees State Insurance Act,1948.
- (m) Labour Laws Rules 2017 in accordance with Gazette of India GSR154 (E) dated Feb 21, 2017
- (n) Bihar Reservation Act, 1991 / Rules and Regulations of Reservation policy of Bihar Government for SC, ST, EBC, BC, and EWS
- (o) GST Rules
- (p) Income-Tax Laws
- (q) Service Tax Rules

(r) Any other act or legislation in force from time to time.

Any breach of such laws and regulations shall be deemed to be breach of this contract.

1. The successful bidder/Contractor will be fully responsible and accountable for the safety of their workers deputed at the B.R.A.B.U., Muz. . In case of any accident or mishap, the successful bidder would be liable to pay claims made by these victims. The Bidder shall indemnify the B.R.A. Bihar University from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Bidder. The bidder will fully indemnify B.R.A. Bihar University against all claims in this regard.
 2. The contractor shall completely indemnify and hold harmless at all times the University and its employees against any liability, claims, losses, proceedings and action of any nature initiated against the University on account of acts of omission/commission attributable to the contractor and which are punishable under the provisions of various Central and State Labour and Employment Acts including the Tax Laws as amended from time to time or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the contractor or any of its employees engaged in the University. The University shall be vested with sole discretion to determine damages / loss suffered on account of Contractor firm, and the dues shall be recovered from Performance Security Deposit or from the personal property of Contractor or property owned by his firm/company by way of initiating suitable legal litigation against the contractor at any point of time.
- 28. CONFIDENTIALITY:** The Contractor shall ensure that its personnel do not at any time divulge/make known, any information or other matter relating to the affairs/activities of the University in any manner whatsoever.
- (a) The contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the University's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the University. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of University's information.
 - (b) If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to the University immediately on receipt of such queries.
- 29. FORCE MAJEURE:** The contractor shall be solely liable for any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly to its workers serving in B.R.A.B.U., Muzaffarpur:
- (i) caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
 - (ii) consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause, whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data was due to the negligence or default of the contractor or any of its employees engaged in the provision of Housekeeping services to the University.

30. The University shall have the right, within reason, to have any personnel removed, who is considered to be undesirable or incompetent or otherwise and similarly the contractor reserves the right to remove any personnel with prior intimation to the University with alternative arrangement in case of any emergency.
- The contractor shall immediately withdraw its personnel from services against which the university finds any wrongful, dishonest or negligent act, or indecent/ill-mannered behavior, and will provide alternative arrangement.
31. The contractor shall cover all claims, compensation and liabilities for any accident, injury and death of its personnel whilst performing duty in B.R.A. Bihar University premises and the University shall not own any liability and obligation in this regard.
32. The University shall not be under any obligation for providing empanelment to any of the personnel of the contractor after the expiry of the contract. The University does not recognize any employee-employer relationship with any of the workers of the contractor. The deployed staff will not have any right for employment in B.R.A.B.U., Muz. .
33. The workers and Supervisor should not have any criminal record or any kind of police case against them. Their conduct should be good. If any worker is found indulging in any unlawful activity, he will have to be removed in addition to any other action that may have been. It will be the responsibility of the contractor to deploy the workers only after getting their antecedents verified by the police. The Contractor shall be responsible for the conduct and behavior of its workers.
34. In the event of any loss to the University on account of negligence of the Contractor or its employees, the Contractor shall make good the loss sustained by the University either by the replacement, or by payment of adequate compensation.
35. In case any worker is found missing from duty etc, he will be treated as absent and will not be entitled to wages for that day.
36. **OFFICIAL RECORD**
- (a) The contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in premises of the University.
 - (b) The contractor shall maintain a personal file in respect of its entire staff which is deployed in the University. A personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-a-vis action taken etc.
 - (c) The Contractor shall provide immediately necessary records, reports and other information as and when required by the University.
37. The University reserves the right to increase or decrease the number of security personnel deployed as per need, without assigning any reasons. The contractor shall be under obligation to provide the additional manpower.
38. On termination/expiry of the contract, the agency will immediately remove all its personnel from the premises of the B.R.A.B.U., Muzaffarpur and handover premises to the designated officer of the University as per norms.
39. The Contractor shall furnish Medical Fitness Certificate & Police Verification Report of its personnel deployed in B.R.A.B.U., Muzaffarpur at intervals of six months.
40. University shall not be responsible for any penalty imposed by any Government departments in lieu of any activity or non-compliance or misrepresentation by the contractor or its employee. However, if any penalty is imposed on the University or its officers and is directed to make any payment, by any Government authority including the Labour Department Authorities, due to non-compliance by the contractor with any provisions of the law, the amount of the penalty plus 10% of the penalty as an administrative charge shall be recovered from the bills, and/or performance security submitted by the contractor.
41. Canvassing or offering of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of the bid, in addition to other punitive measures.
42. The price/charge offered in the financial Bid by the Contractor shall remain valid till the successful

expiry of the contract period or till the further extension period. B.R.A.B.U., Muzaffarpur shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Government Levy/Duties/Taxes during the period of execution of the Contract, the rates shall be suitably adjusted by the difference with effect from the date notifying the said reduction or increase in the Government Levy/Taxes/Duty, if any.

- 43. POST-PAYMENT AUDIT:** If as a result of post audit any overpayment is detected to the contractor, it shall be recovered by the University from the bills or performance security. The contractor shall also be under obligation to refund to the University any amount received from the University, which is found to be an overpayment, by the audit, within 15 days of the receipt of communication from the University demanding the refund. If any underpayment is discovered, the Authority shall pay the same to the Bidder. Such payments or recoveries, however, shall not carry any interest.
- 44.** The University will deduct T.D.S. from the monthly payment made to the agency as per rules. The deductions as per applicable laws if made from the payments to the Contractor shall be deemed to be a payment made to the Contractor.
- 45.** The Contractor shall have to provide following items at its own cost:
- [A] Uniform to each of its employees deployed in B.R.A.B.U., Muzaffarpur.
 - [B] Photo Identity card to each of its employees deployed in B.R.A.B.U., Muzaffarpur.
 - [C] Winter and rainy season kit to each of its employees deployed in B.R.A.B.U., Muzaffarpur.
 - [D] Registers for maintaining records/attendance
 - [E] Mobile attendance app to its employees with features like Real Time tracking, Face Recognition, GPS Location capture, Offline Clocking, Geo-fencing, and Kiosk mode
 - [F] Smart Android mobile phone

46. ATTENDANCE & ABSENTEE OF PERSONNEL OF THE CONTRACTOR

A shift will be of 8 hours duration. Attendance of an employee including Supervisor of the Contractor providing service in B.R.A.B.U., Muzaffarpur in a shift shall be recorded in GPS Location capture with Real Time Tracking mode through Mobile Selfie Attendance App. Attendance shall be recorded three times during a shift – at the time of arrival and departure, and in between the shift. Attendance of personnel of the Contractor shall be stored at three places – (i) Supervisor/Contractor, (ii) Outsourcing Cell, (iii) Registrar Office. However, the Supervisor will keep an Attendance Register to keep record of attendance manually by putting signatures at the time of arrival and departure by the worker on duty. This attendance register shall be used only in the case of emergency.

The security supervisor shall be in contact round the clock with Proctor, and shall record attendance through mobile attendance App daily.

A consolidated list of attendance of all employees of the contractor providing security services in B.R.A.B.U., Muzaffarpur during a month hereafter referred as “ABSENTEE”, shall be prepared by the Security Supervisor, and shall be submitted by him in the Proctor’s office for verification and certification. It shall be the duty of the Security Supervisor to collect the certified Absentee from Proctor’s office and hand it over to the Agency (Contractor). Contractor shall raise bill/invoice on the basis of this certified Absentee, and shall place it before the B.R.A. Bihar University for settlement.

47. PENALTY: The penalty charges for non-compliance of the terms and conditions as mentioned in this tender and agreement are as follows:

Sr. No.	Shortage/Default	Amount of Penalty
1.	Absence per shift	26 th part of monthly payable amount to the Contractor against manpower services for that category
2.	Issues related to consumables like Non-Use/ Shortage or using unbranded/substandard	Rs.2000/- per instance

	Material etc.	
3.	Employees without uniform/with untidy uniform	Rs.500/- per instance per employee
4.	Unserviceable Machinery/Gadget/Equipment	Rs.1000/- per day per machine
5.	Improper cleaning of any area	Rs.1000/- per instance
6.	Unavailability of complaint registers and other registers or discouraging the complaints	Rs.1000/- per incident
7.	Absence of Supervisor from work without Information	Rs.2000/- per incident per supervisor
8.	Any other non-compliances of the agreement	Rs.10000/- per occasion

48. SUBMISSION & SETTLEMENT OF CONTRACT BILL

Settlement of Contractor bill shall be based on ‘first pay and then claim Policy’ and ‘Per shift duty’. The Contractor will pay first the wages of its workers deployed in B.R.A. Bihar University for a month with settlement of all statutory liabilities like EPF, ESI, GST, Service Tax etc., and shall then claim for payment from the University.

- (a) The bill produced by the Contractor shall be settled according to rate/charge per shift of service provided in the Price Bid (Financial Bid). No claim for any extra payment for any reason shall be entertained. However, in the event there is a reduction or increase in Government Levy/Duties/Taxes during the period of execution of the order (Contract Period), the rates shall be suitably adjusted by the difference with effect from the date notifying the said reduction or increase in the Government Levy/Taxes/Duty, if any.
- (b) Each monthly bill must accompany the:
- Certified Absentee
 - Proof of payment of wages done online to the bank account of employees
 - Copies of authentic documents for payments of contributions to EPFO/ESIC of the month.
 - Declaration of the contractor/authorized signatory regarding compliance of EPF / ESIC requirements.
 - Copies of authentic documents which show that GST& other central or state government taxes as claimed in the bill have been deposited by the contractor.
 - Undertaking by the Contractor/authorized signatory about compliance of all statutory provisions related to labour and security services.
 - Detailed Bill (as per format supplied with this Bid Document) and invoice
 - Copy of Power of Attorney backed by the Board of Resolution in favour of authorized signatory or affidavit by signatory of contract agreement in favour of authorized signatory

- (c) The timeline for settlement of bill/invoice will be as per details below:

ACTIVITY	BY	TIMELINE
Submission of Absentee to Outsourcing Cell	Supervisor	2 nd working day of every calendar month
Handover of verified and certified Absentee to Supervisor	Outsourcing Cell	5 th working day of every calendar month

Disbursal of wages by Contractor from his money	Contractor	On or before 7 th of every month
Raising of Invoice	Contractor	After payment of wages and settlement of all statutory liabilities
Submission of bill with all necessary documents to Outsourcing Cell	Contractor	After raising the Invoice
Settlement of bill submitted by the Contractor	B.R.A.B.U., Muz.	Between 60 – 90 days from the date of final submission of bill with all relevant documents

49. Extension of period of contract

University reserved the right to extend the period of contract up to 25% without consent of the contractor. For extension of time/period of contract above 25% and up to 50% of the original period it will be done with the written consent of the contractor. Since it is rate contract, extension of time also extends the quantity and value of the contract therefore additional security deposit to cover the value of the expended contract will be required to be deposited by the contractor. In this case a supplementary agreement will be required to be executed.

50. Variation in quantities of the contract:

University reserves the right to increase or decrease the number of any item up to 25% without consent of the contractor. University also reserves the right to delete any item from the schedule of work or add any new item in the schedule of the work. All these together will be not more than 25% of the contract value. If the value of this exercise will be more than 25% of the contract value and up to 50% of the contract value, written consent of the contractor will be required and also additional SD will be deposited by the contractor for positive variation.

51. This full tender document will form the integral part of the contract and is required to be signed by the bidder on each and every page in token of the acceptance of these conditions.

XVI. TERMINATION

- 1. This contract may be terminated by either party by giving written notice to the other if:**
 - (a) The other party is in material breach of its obligations under this agreement and/or, in case of such breaches capable of being remedied, fails to remedy the breach within thirty days of receiving notice of such breach.
- 2. The contract may be terminated forthwith by the University by giving written notice to the contractor ,if,**
 - (a) In case of breach of any of terms and conditions of the contract by the contractor, the Competent Authority of the University shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by the University in that event and the Performance Security Deposit in the form of Fixed Deposit Receipt shall be forfeited and encased.
 - (b) The contractor does not provide manpower and housekeeping services satisfactorily as per the requirements of the University or / and as per the Schedule of Requirements
 - (c) The contractor goes bankrupt and becomes insolvent.

XVII. INSOLVENCY

- 1.** The Competent Authority of the office may at any time by notice in writing, summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-
 - (a) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- (b) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- (c) If the contractor commits any breach of this contract not herein specifically proved for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchase.

XVIII. SETTLEMENT OF DISPUTE

If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be resolved in accordance with the existing Arbitration Rules. The language of the arbitration proceedings shall be English.

1. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of both the parties. However, if the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Authority of B.R.A.B.U., Muzaffarpur.
2. The award 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.
3. The cost of Arbitration shall be borne by the respective parties in equal proportion. During the pendency of the arbitration proceedings and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration nor shall payment to the contractor in terms of the contract. Arbitration proceedings will be held at B.R.A. Bihar University, Muzaffarpur only.

XIX. JURISDICTION OF COURT

This contract is governed by the laws of the Republic of India and shall be subject to the exclusive jurisdiction of the Courts in Muzaffarpur.

XX. DISCLAIMER

The relatives / near relatives of employees of the University are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of an undivided family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

XXI. BRIEFING TO SUCCESSFUL BIDDER

On acceptance of the offer, the contractor will be invited for a detailed briefing by the B. R. A. Bihar University, Muzaffarpur.


Registrar

B.R.A. Bihar University, Muzaffarpur


Registrar
B.R.A. Bihar University
Muzaffarpur

Form of Performance Security (Guarantee) Bank Guarantee Bond

In consideration of the B.R.A.B.U., Muz. (hereinafter called "the Owner") having offered to accept the terms and conditions of the proposed agreement between.....and.....herein after called "the said Contractor(s)" for the Services.....herein after called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.(Rupeesonly) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (herein after referred to as "the Bank") hereby undertake to pay to the Owner an amount not exceeding Rs.....(Rupees... Only) on demand by the Owner.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Owner stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees only)
3. We, the said bank further undertakes to pay to the Owner any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Owner under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till in-charge of the services on behalf of the Owner certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the Owner that the owner shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Owner against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Owner or any indulgence by the Owner to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).
7. We..... (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Owner in writing.
8. This guarantee shall be valid up tounless extended on demand by the Owner. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.
Dated theday offor.....(indicate the name of the Bank)

Acceptance of Tender Terms
TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To
The Registrar,
B. R. A. Bihar University, Muzaffarpur

Date:

Subject: - Acceptance of Terms & Conditions of Tender

Tender Reference No:

Name of Tender/Work:

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: _____
_____ as per your advertisement, given in the abovementioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No _____ to _____ (including all documents like annexure(s), schedules(s), etc which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization to have also been taken into consideration, while submitting this acceptance letter.
4. I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Government Department/Public sector undertaking.
5. I/We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore of summarily reject the bid or terminate the contract, without prejudice to any other rights of remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully

(Signature of Bidder with Official Seal)

FINANCIAL BID

(To be put in a separate sealed Envelope)

Name and full address of the Agency/Firms (With Email Id & Mobile No.)

Name of work:

Schedule of Rate and Quantity

Sl	Description of the Items	Approximate Quantity	Unit	Estimated rate per unit per day (Rs)	Rate per unit per day		Total value for Three years
					In figures Rs.	In words Rs.	
1.	Security Supervisor (Ex-Serviceman)	06	Number	1874.43			
2.	Security Guard with arms (Ex-Serviceman)	16	Number	1666.72			
3.	Security Guard without arms (Ex-Serviceman)	80	Number	1432.20			
4.	Security Guard without arms, Skilled (civilian male)	11	Number	1037.21			
5.	Security Guard without arms, Skilled (civilian female)	05	Number	1037.21			
Total		118					

Note: While quoting the rate bidder shall read heading No III (Required number of work) and heading no. V (Conditions of Services to be provided by the Selected Bidder Conditions of Services).

The quantities shown in the above schedule are approximate and are a guide to the tenderer and idea of quantum of work involved. The University reserves the right to increase/decrease and / or include any of the quantities given above.

Date:.....

(Signature of Bidder with Official Seal)