



مولاانا آزاد نیشنل اردو یونیورسٹی
MAULANA AZAD NATIONAL URDU UNIVERSITY

(A Central University established by an Act of Parliament in 1998)
(Accredited "A" Grade by NAAC)

POLYTECHNIC - DARBHANGA

TENDER NOTICE

Sealed tenders are invited from reputed Agencies for providing **Security Services** at MANUU off campus, Darbhanga. Details, tender form & annexures can be downloaded from www.manuu.ac.in website from **16 November, 2016**. Filled-in tenders in sealed covers with superscription of 'Tender for Security Services at MANUU off Campus, Darbhanga' may be dropped in the tender box kept at Principal's Office, MANUU Polytechnic, Darbhanga or sent by Speed/Registered Post addressed to the Principal, MANUU Polytechnic, Chandanpatti, LaheriaSarai, Darbhanga - 846001 on or before **16 December, 2016 upto 3.00 pm**.

A. SCOPE OF WORK:

1. To maintain 24 hours fool-proof security in MANUU Darbhanga Offices (Polytechnic Main Campus, ITI, Model School, College of Teacher's Education at Chandanpatti, Darbhanga and MANUU Polytechnic City campus & Regional Centre).
2. Initially the University has decided to provide 24 hours 03 shifts security of 8hours Duty each on 18 posts which may increase or decrease with the discretion of the University.
3. The Agency shall maintain all security register such as In & Out Registers, Vehicle Movement Register, Visitor's Register, Material Register, Gate Pass Register and any other Registrar as may be necessary.
4. The Agency shall restrict the entry of all unauthorized persons in the MANUU Darbhanga Offices and the Agency shall check the Vendors' passes carefully.
5. The Agency shall undertake any other work relating to security that may be assigned by the MANUU Darbhanga Offices from time to time. Any loss occurred by negligence during the job operations, it shall be recovered from the Agency.
6. The Agency shall maintain cordial relation with the MANUU Darbhanga Offices community.

B. TERMS AND CONDITIONS:

7. MANUU being run on Central Government Procedures, the Minimum Wage rates prescribed by the Deputy Chief Labour Commissioner (Central) of the Region concerned from time to time (revised once in six months) may be adopted. Accordingly, all the firms are required to quote the rates as prescribed by the said authority applicable w.e.f. 01.04.2016. The Agency shall revise & pay the minimum wages automatically with the date of effect as and when it is enhanced and claim the same from the University.
8. The Agency shall ensure that all labour laws and the Rules and Regulations governing conditions of labour including Minimum Wages Act, Employees State Insurance Act, Employees Provident Funds Act, and Contract Labour (Regulation & Abolition) Act are followed strictly and complied with. The Agency shall enclose relevant remittance Certificates of the ESI and PF and other statutory dues and rules as applicable to the relevant act/ rules to the invoice raised on MANNU every month.
9. The bills will be processed monthly, based on the attendance particulars furnished by the agency and the payment will release after scrutiny. Further, TDS@2% will be deducted from the bill amount towards income tax. The agency should keep this aspect into consideration and service charges amount quoted should be inclusive of income tax component which will be deducted from the bills.
10. The payment will be processed and released as per the attendance of the guards' duty ascertained by the University on submission of ESI and EPF statement from the competent authority. The payment shall have to be disbursed into the bank accounts of the guards before 10th of every month and to submit the bank statement to University for official records.

11. The prospective bidder's has to deposit EMD for contract period in the form of Demand Draft worth **Rs.1,00,000/- (Rupees One Lack only)** drawn in favour of **Maulana Azad National Urdu University, Hyderabad'**, payable at Hyderabad which is refundable after 60 days on satisfactory completion of all the contract obligations, without interest subject to recoveries of any of the damages or loss of property caused to the University during the course of the contract period. After award of the contract, the Agency shall submit the Performance Guarantee/Security Deposit of 10% of the total cost of the agreement (including EMD).
12. During the period of agreement, the University is at liberty to alter/modify/add/delete any of the conditions of the agreement in the interest of the University.
13. The successful bidder will be allowed to commence the business upon the fulfilment of the formalities like payment of security deposit, execution of agreement etc.
14. The Agency should provide the required number of security personal as per the shifts on all the dates. In case of shortfall in the supply of security guards (any category), a notice will be issued and the agency should be able to depute the required personnel within 3 days. The University reserved the right to terminate the contract if the agency repeatedly/wilfully fails to depute the security personal at any time, by giving one month's notice. In such case, the Security Deposit submitted will be forfeited
15. Items of equipments, headgears, torches, lathis, uniform, rain coat, jersey etc., for efficient conduct of duty by the agency personnel should be provided by the Agency and shall in good, neat usable condition. In all the three shifts, the security staff shall properly be dressed, posses whistle, lathi and torch light etc.
16. If the services are not satisfactory, the University has every right to cancel the contract at any time, by giving one month's notice.
17. It shall not be binding on the University to accept the lowest tenders or any tender. The University reserves the right to accept/reject part or whole tender without assigning any reason thereof. The decision of the Vice Chancellor in all matters shall be final and binding.
18. The University may short list three to four firms on L-1 basis as per minimum wages and thereafter committee may visit the firms to finalize one firm out of shot listed firms to award the contract. The decision of the University will be final in this regards and all others matters.
19. The prospective bidders shall have to furnish the tender in Financial Bid format enclosed. The copies of all the relevant documents called-for in the tender document including DD for EMD/Tender cost should be provided duly signed by the bidder. The sealed cover of financial bid should contain the price schedule duly filled-in and signed by the bidder.

20. The Number of security personnel i.e.,to be engaged is provisional and the category/number of the security personal may vary depending upon the functional requirements of the University.

C. ADMINISTRATION:

21. The period of this order is initially for one year w.e.f to which may be extended for another one year, if services found to be satisfactory on mutual agreement.

22. The security agency will be under the administrative control of the MANUU Darbhanga Offices and the Security personnel while performing the duties will be under supervising control of Agency. The security personnel shall perform the duties with utmost care and loyalty and they neither develop undue familiarity nor join any Union of the employees of University. The Agency shall be held responsible for the entire administration of security staff under law for the time being in force.

23. In case, any statutory authority imposes any punishment like fines etc., and if the University/Institution is made a party in such penal action, the University has the right to retain the security deposit etc., until it is proved to the satisfaction of the University/Institution that such penal actions are ceased. Such penal actions may also be a reason for termination of contract.

24. The agency shall be responsible to recover the contribution payable by the workmen Engaged by it, towards PF & ESI, Taxes etc. and remit the amount so deducted with the appropriate authority and to submit the receipt along with claim of monthly wages.

25. In case of any accident to the personnel employed by the agency during the business, the agency alone is liable to pay workmen's compensation and any other statutory dues or payments and the University is not liable for any payment of such kind.

26. The Proprietor of the Agency or his authorized representative shall visit the MANUU Darbhanga Offices twice a week and submit visit report regarding functioning in the Agency including at night patrolling report in specific to the MANUU Darbhanga Offices Authorities.

27. The security personnel working in the MANUU Darbhanga Offices at different posts shall cover the area earmarked by the administration for patrolling, to be connected with communication sets walki talki and these sets are to be provided by the Agency.

28. The security personnel under the agency shall follow instructions of the MANUU Darbhanga Offices from time to time.

29. The security personnel at the MANUU Darbhanga Offices shall check and ensure that main gate/entrance and other gate/entrances (if any) of the Building(s) are properly locked after the office hours.

30. If any incident regarding theft or loss of property is found, the Agency shall lodge FIR and cooperate with the concerned authorities during investigation and also follow-up.
31. If any theft or loss of property is reported by any Department / Section due to the negligence or improper action of any trespass of unauthorized persons, the security agency shall be held responsible and the University shall have the right to recover damages from the payment dues and the Security Deposit of the agency.
32. The agency should deploy energetic and trained security personnel (other than ex-Serviceman) preferable between the age group of 18-45 and also preferably Hindi / Urdu / English speakers. In all the three shifts, the security staff shall properly be dressed, possess whistle, *lathi* and torch light etc. If any guard is not shifted to the duty, the security agency shall replace such guard immediately.
33. The Security Guards deployed shall be able to handle the fire fighting equipments etc. , provided by the MANUU Darbhanga Offices.
34. On inspection of MANUU Darbhanga Offices authorized officials, if any, guard found without proper dress or absent from the post, a penalty of Rs. 500/- per post per day will be deducted from the succeeding month's bill of the Agency.
35. Any dispute arising out of the contract between the University and the agency, the decision of the Vice Chancellor shall be final and binding.
36. The MANUU Darbhanga Offices shall not provide any accommodation for guards or other personnel deployed.
37. The Agency shall provide uninterrupted and continuous security service to the satisfaction of the MANUU Darbhanga Offices for which the Agency has the liberty to make alternative arrangements / replacements whenever desired by the MANUU Darbhanga Offices.
38. The agency shall have to comply with requirement of law under the "the Private Security Agencies Act 2005" as amended from time to time.
39. The Agency shall hold a valid license from the competent authority under "the Private Security Agencies Act 2005" as amended from time to time.
40. No person who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct or moral turpitude while serving in any of the armed forces of the Union, State Police Organizations, Central or State Government or in any private security agency shall be employed or engaged as a security guard or a supervisor. No person who is facing criminal charges or being contemplated against him / her shall be deployed for watch and ward in the MANUU Darbhanga Offices.
41. The agency should maintain strict discipline in dealing with the MANUU Darbhanga employees and should not act in any manner unbecoming of a security person.

42. Any person who may be / has been employed or engaged as a private security guard by the private security agency shall not divulge to anyone other than the University authorities any information acquired by him during such employment with respect to the work which he has been assigned by such employer.
43. The agency should provide the names, addresses, and photographs of the Security Guards / supervisor deployed in the MANUU Darbhanga Offices. Any security guard / supervisor found without wearing I.D. cards shall be treated as absent and shall not be allowed in the campus.
44. The agency shall comply with the requirements of law with regard to duration of working hours of the security personnel deployed and University shall not be responsible for the violation of labour laws by the agency in this regard.
45. In case, if it is required to engaged guards on extra duty / overtime, it shall not exceed 100 hours or 1/3 of the salary, whichever is less per month per guard, subject to approval of the University
46. Any other security related duties assigned in the manner as provided from time to time by the MANUU Darbhanga Offices.
47. Each Security guard shall be paid **Rs.** per month as per the acceptance of tender rates for 8 hours duty per month for 26 days. The figures are inclusive of all taxes, PF, ESI, VDA, IT etc. The IT will be deducted as per Central Government rules. The security personnel shall have to be deputed for maximum of 26 days in a month by allowing them weekly off from the duty. As the security services are required for full month (30/31/29/28 days), extra payments will be made to the substitute /leave reliever security personnel on pro-rata basis.
48. The rates accepted shall include expenditure towards uniform, seasonal clothing, rain coats and other essential items like lathis, torch with batteries, whistle etc. The batteries for the torch shall be replaced at regular intervals by the agency to keep the torch functional and effective.
49. Payments to the services rendered by the Agency shall be arranged by the MANUU Darbhanga Offices on submission of claim / bill by the Agency on completion of one month which shall be submitted along with satisfactory report from the Security Incharge / Proctor Office of MANUU, Hyderabad regarding the performance of the work.
50. The responsibility of payments of wages for the personnel deployed to carry out the contract lies with the agency and the MANUU Darbhanga Offices shall not entertain any representations, whatsoever in this regard and attendance.
51. All the documents to claim monthly wages should be submitted in duplicate along with the stamped receipt.

D. DOCUMENTS TO BE FURNISHED:

52. The Agency will be required to furnish the Integrative Pact Bond before execution of order as per the format of Government of India, Ministry of HRD, Department of Higher Education, Integrated Financial Division No. 24-1/2011-IFD dated 04.08.2011. (As per the enclosure)
53. Agreement on Non-Judicial stamp paper of Rs.....initially for a period of one year to be furnished before execution of order.
54. In case of any dispute, Darbhanga will be the Jurisdiction and the Registrar, Maulana Azad National Urdu University, Hyderabad shall decide the issue and his decision will be final and shall be binding on both the parties.
55. Every dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement (deed) or the subject matter thereof shall be referred to the arbitrator to be agreed upon of XY, etc. or if he shall be unable or unwilling to act, to another arbitrator to be agreed upon parties or failing agreement to be nominated by (This will be decided for force of time) or, failing agreement to two arbitrators one to be appointed by each party to the difference (whether consisting of one or more than one person) and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference and the decision of the arbitrator (or such arbitrators, or umpire as the case may be) shall be final and binding on the parties.
56. If any question or dispute arise between the parties hereto or their representative with respect to the meaning or effect of any clause of this agreement or about the rights of liabilities of the parties hereto, then such a question or dispute shall be referred to the arbitrator shall be appointed by the Agency. The award given by the Arbitrator shall be governed by the provisions of the Arbitration & Conciliation Act 1996 and shall be binding on both the parties hereto.

Registrar

Maulana Azad National Urdu
University, Hyderabad

Financial bid

(To be furnished in a sealed cover)

Name of the agency:

Wages of Security Personnel for a month (for 26 working days)

(Amount in Rupees)

S1.	Category of Security personnel	Qty No. Of persons	Basic + VDA (26 working Days)	PF@ 13.61%	ESI @ 4.75%	Sub Total (4+5+6)	Service Charges (amount on col.7)	Sub Total (Col. 7+8)	Service Tax @ 15%	Amount Per person (Col. 9+10)	Total Amount for Security personnel (Col 3x11)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
1.	Security Guard (Without arms)										

Date:

Place:

Signature of the Proprietor with the seal.

Note :

1. Minimum Wage rate and Variable Dearness Allowance (VDA) should be as per the prescribed minimum wages by the Regional Labour Commissioners/Ministry of Labour & Employment, Government of India.
2. Service Charges is the profit element of the agency.
3. Income Tax TDS @ 2% will be deducted from the bills. Agency has to make the provision for this deduction in the Service Charges quoted by the agency. No separate amount is given towards this by the University.