

مولانا آزاد نیشنل اردو یونیورسٹی
MAULANA AZAD NATIONAL URDU UNIVERSITY
(A Central University established by an Act of Parliament in 1998)
Gachibowli, Hyderabad – 500 032, Proctor Office Ph. No. 040-23008412



OPEN TENDER FOR SECURITY SERVICES (Two bid systems)

Sealed tenders (T.No.01 dated: 01-09-2017) are invited for providing Security Services 24 hours 03 shifts at MANUU Campus, Gachibowli, Hyderabad. For further details please visit www.manuu.ac.in / CPPP. The last date for submission of sealed tender is September 22nd, **2017 upto 3:30pm.** Tender will be opened at **3:30** pm on the same day.

REGISTRAR

**MAULANA AZAD NATIONAL URDU UNIVERSITY
GACHIBOWLI, HYDERABAD 500032
(A Central University established by an Act of Parliament in 1998)**

**TENDER DOCUMENT
FOR
PROVIDING SECURITY SERVICES AT MANUU**

Price Rs. 500/-

AULANA AZAD NATIONAL URDU UNIVERSITY, HYDERABAD

TENDER DOCUMENTS

For providing security services (security guards) on outsourcing basis

Table of Contents

Section 1	Notice Inviting Tender	.....	03
Section 2	Instructions to Bidders	.....	04
Section 3	Schedule of Work / Requirements	.....	12
Section 4	General Conditions of Contract (GCC)	.....	15
Section 5	Special Conditions of Contract (SCC)	.....	20
Section 6	Price Schedule (Financial Bid)	.....	22
Section 7	<u>FORMS</u>		
	Annexure-I Bid Cover Letter	.....	24
	Annexure-II Technical Bid Submission Form	.....	25
	Annexure-III Financial Bid Submission Form	.....	27
	Annexure-IV Letter of Acceptance or Letter of Award of Contract	.....	28
	Annexure-V Form for submission of Bid Security	.....	29
	Annexure-VI Form for submission of Performance Security	.....	30
	Annexure-VII Contract Form	.....	32
	Annexure-VIII Check List	.....	34

TENDER DOCUMENT AT A GLANCE

1.	Work/ Service	Providing Security Services (Watch & Ward Personnel) at Main Campus of MANUU, Gachibowli, Hyderabad.
2.	Authority inviting tender	Registrar, Maulana Azad National Urdu University, Hyderabad
3.	Duration of contract	Normally, one year from the date of signing of contract
4.	Estimated cost of contract	Rs. 3,00,00,000/- (Rupees: Three Crores)
5.	Last date and time of submission of bids	September 22 nd ,2017 up to 03:30 P.M.
6.	Authority to whom bids should be submitted	Proctor, Centre for Urdu & Cultural Studies (CUCS) Building, Ground Floor Main Campus Maulana Azad National Urdu University, Gachibowli, Hyderabad 500032 Tel. No. 040 - 23008412
7.	Date and time of opening of technical bids	03:30 P.M. on September 22 nd ,2017.
8.	Date and time of opening of financial bids	To be notified later to only those bidders who qualify in technical bids.
9.	Bid Security (EMD)	Rs.6,00,000/- (Rupees: Six Lakhs)
10.	Validity of Bid	75 days from the last date of submission of bids
11.	Total number of pages of Tender Document	Thirty four (34)

SECTION -1

NOTICE INVITING TENDER

Maulana Azad National Urdu University (MANUU), Hyderabad (a Central University established by an Act of Parliament) invites sealed tenders under two bid system (technical and financial) from the registered security services companies for providing Security Services (watch & ward personnel) on outsourcing basis at its main campus at Hyderabad.

Tender document along with forms etc. can be obtained in person from Proctor's Office, Ground Floor, Centre for Urdu & Cultural Studies (CUCS) Building, MANUU, Gachibowli, Hyderabad 500032 on all working days between 10 AM and 05 PM on payment of Rs.500/- through Demand Draft drawn in favour of Finance Officer, MANUU or can be downloaded from the Government of India, Central Public Procurement Portal (CPPP) website www.eprocure.gov.in or from the University's website www.manuu.ac.in. free of cost.

Sealed bidding documents (technical bid and financial bid) duly filled-in as per the instructions contained in Section 2 of this document (Instructions for Bidders) along with required documents and Bid Security (Earnest Money Deposit) for Rs.6,00,000/- in the form of an Account Payee Demand Draft / Banker's Cheque / Bank Guarantee/ Fixed Deposit Receipts drawn / made in favour of Finance Officer and placed in a bigger cover with superscription 'Tender for Security Services (watch & ward) at MANUU, Hyderabad' should be dropped either in the tender box available at Proctor's Office, Ground Floor, Centre for Urdu & Cultural Studies (CUCS) Building, MANUU or may be sent by Speed/Registered Post addressed to the Proctor, , Ground Floor, Centre for Urdu & Cultural Studies (CUCS) Building, MANUU, Gachibowli, Hyderabad - 500 032 Telephone No. 040-23008412, so as to reach the said authority on or before 22nd , 2017 up to 03.30 PM.

The technical bids received by the specified last date and time will be opened at 03.30pm on the last date of receipt of bids at Conference Hall, Ground Floor, Administrative Building, MANUU, Gachibowli, Hyderabad 500032 by a duly authorized Committee in the presence of bidders or their authorized representatives who wish to be present. The date and time of opening of Financial Bids will be intimated in due course to only those bidders who qualify in Technical Bid.

REGISTRAR

SECTION - 2

INSTRUCTIONS TO BIDDERS

2.1 General Instructions

- 2.1.1 For the bidding/ tender documents purposes, 'Maulana Azad National Urdu University' (MANUU) shall be referred to as 'Client' and the bidder / successful bidder shall be referred to as 'Contractor' and / or 'Bidder' or interchangeably.
- 2.1.2 Tender document along with forms etc. can be obtained in person from Proctor's Office, Ground Floor, Centre for Urdu & Cultural Studies (CUCS) Building, Main Campus, MANUU, Gachibowli, Hyderabad 500032 on all working days between 10 A.M.to 05 P.M. on payment of Rs.500/- by cash or through Demand Draft drawn in favour of Finance Officer, MANUU or can be downloaded from the Government of India, Central Public Procurement Portal (CPPP) website www.eprocure.gov.in or from the University's website www.manuu.ac.in. free of cost.
- 2.1.3 The sealed bidding documents (technical bid and financial bid) must be dropped either in the tender box available at Proctor's Office , Ground Floor, Centre for Urdu & Cultural Studies (CUCS) Building, MANUU or may be sent by Speed / Registered Post addressed to the Proctor, , Ground Floor, Centre for Urdu & Cultural Studies (CUCS) Building, MANUU, Gachibowli, Hyderabad - 500 032 Telephone No.040-23008412, so as to reach the said authority on or before 22nd September, 2017 up to 03.30 pm. Late bids shall not be accepted on any ground whatsoever.
- 2.1.4 While all efforts have been made to avoid errors in preparation of tender documents, the bidders are advised to check the same carefully. No claim on account of any error detected in the tender document shall be entertained.
- 2.1.5 Each page of the tender document must be stamped and signed by the person or persons submitting the tender in token of his/ her having got acquainted himself/ herself/ themselves and accepted the entire content of tender documents including various conditions of contract contained therein. Any bid with any of the documents not so signed is liable to be rejected at the discretion of the Client. No page should be removed / detached from this bidding document.
- 2.1.6 Any person signing on behalf of a bidder must attach copy of the authorization letter/ Power of Attorney from the actual bidder as the proof of authorization for signing on his/ her behalf.
- 2.1.7 Each bidder shall submit only one bid against this invitation of tender.
- 2.1.8 Bid containing conditional offers or offers with deviation from the conditions of contract, the bids not meeting the eligibility criteria, technical bids not accompanied with Bid Security (EMD) of requisite amount/ format or any other requirements stipulated in the tender documents are liable to be rejected.
- 2.1.9 The tenderer, after submitting the tender, may withdraw, substitute or modify the tenders in writing without forfeiture of Bid Security/ EMD, provided these are received duly sealed and marked like the original tender, up to the date and time of receipt of the tender. Any such request received after the prescribed date and time of receipt of tenders will not be considered.
- 2.1.10 No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity.
- 2.1.11 The bidding company should have either its Headquarters or a well established Branch Office at Hyderabad.

- 2.1.12 A bidder shall not have conflict of interest with other bidders. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- they have controlling partner(s) in common; or
 - they receive or have received any direct or indirect financial stake from any of them; or
 - they have the same legal representative/ agent for the purpose of this bid; or
 - they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder.
- 2.1.13 A prospective bidder may seek clarification in writing from the Client on the tender documents well before the due date of submission of bids.
- 2.1.14 At any time prior to the date of submission of bids, the Client may, whether at his own initiative or in response to a clarification sought by a prospective bidder, amend bid documents by using corrigendum which shall be notified on the Client's official website.
- 2.1.15 In case the amendments in the tender document require revision in the bids already submitted by that time and there being inadequate time to revise the bids by the notified last date and time for submission of revised bids by the bidders, the date and time of submission of bids may be suitably extended at the discretion of the Client. In such a situation, the bidders shall also be required to extend the validity period of their bid security/ EMD.

2.2 Bid Security (Earnest Money Deposit)

- 2.2.1 Each bid must be accompanied by a Bid Security (Earnest Money Deposit) of Rs.6,00,000/- (Rupees: Six lakh only) in the form of an Account Payee Demand Draft / Banker's Cheque /Fixed Deposit Receipts/ Bank Guarantee of any nationalized bank drawn / made in favour of Finance Officer, Maulana Azad National Urdu University, Gachibowli, Hyderabad payable at Hyderabad. However, Micro & Small Enterprises (MSEs) as defined by MSE Procurement Policy issued by Government of India or those registered with DGS&D, Government of India are exempted from paying the Bid Security.
- 2.2.2 The Bid Security should remain valid for a period of 45 days beyond the final bid validity period.
- 2.2.3 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Client in respect of any previous services/ work shall be entertained.
- 2.2.4 A bidder's Bid Security will be forfeited if the bidder withdraws or amends its offer or impairs or derogates from the tender in any respect within the period of validity of the tender.
- 2.2.5 In the case of a successful bidder, the Bid Security will be forfeited, if the bidder fails to
- furnish the required Performance Security within the specified period;
 - honour his/ her own quoted prices for the services or part thereof;
 - sign the contract in accordance with the terms of the tender document.
- 2.2.6 Bid Securities of unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity period and latest by 30th day after the award of contract.
- 2.2.7 In the case of successful bidder, the Bid Security will be refunded on receipt of Performance Security.

2.3 Minimum eligibility criteria

2.3.1 The minimum eligibility criteria for a bidder to be declared as technically qualified shall be as below:

- (a) The bidder shall necessarily be a legally valid entity in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. Bidders in the form of Joint Ventures (JV)/ Consortium, Proprietorship and Partnership are not permitted;
- (b) The bidder must be registered under appropriate authorities of GST, Income Tax, Employees Provident Fund (EPF), Employees State Insurance Corporation (ESIC) and must hold valid licence under Private Security Agencies (Regulation) Act, 2005 and AP Security Agencies Rules, 2008 or any similar Act / Rules promulgated by the Government of Telangana.
- (c) The bidder should also have clearance from Service Tax / GST and Income Tax authorities for the preceding three years i.e. 2014-15 to 2016-17;
- (d) Average annual financial turnover of the bidder in providing security services during the preceding three years (2014-15 to 2016-17) should be at least Rs. 90,00,000/-;
- (e) The bidder must have at least three years experience ending 31st March, 2017 of providing security services to Central / State Governments/ Public Sector Undertakings/ Autonomous Bodies/ Nationalized Banks/ Reputed Large Commercial Organizations.;
- (f) The bidder must have successfully provided security services over the preceding three financial years as below and be providing the same in the current financial year as well:
 - (i) Three similar executed services costing not less than Rs.1,20,00,000/-;
or
 - (ii) Two similar executed services costing not less than Rs.1,50,00,000/-;
or
 - (iii) One similar executed services costing not less than Rs.2,40,00,000/-.
- (g) The bidder must not have been declared ineligible or blacklisted by any authority. A consistent history of litigation or arbitration awards against the bidder may also be treated as disqualification.
- (h) Only those bidders shall be treated as eligible to participate in the bidding process who, through their letter of submission of bid (Bid Cover Letter), declares as under:
 - (i) No benefit shall be offered to the employees of the Client's organization which are not legally available to them and also no offense shall be committed under Prevention of Corruption Act, 1988 or Indian Penal Code, 1860;
 - (ii) No undisclosed agreement or understanding with other bidders shall be entered into with respect to prices, certifications etc.;
 - (iii) The security services, as required in the tender document herein, have not been and will not be made available to other entities at prices lower than the bid price;
 - (iv) No payment has been made to any agent/ broker or any other intermediary for this bidding;
 - (v) No transgression has been committed in the past with any other organization in India or abroad that may impinge on the anti-corruption principle.

- 2.3.2 In proof of having fulfilled the minimum eligibility criteria mentioned at para 2.3.1 above [except sub-para (h)], the following self attested documents/ information must be attached with the technical bid:
- (a) copy of Certificates of Incorporation issued by the Registrar of Companies;
 - (b) copies of PAN, TIN, GSTIN, EPFO & ESIC registration, licence issued under Private Security Agencies (Regulation) Act, 2005 and AP Security Agencies Rules, 2008 or any similar Act / Rules promulgated by the Government of Telangana;
 - (c) copies of Clearance Certificates for the preceding three years (along with annual returns) issued by the Service Tax and Income Tax authorities;
 - (d) copies of audited Balance Sheet and Profit & Loss Account of the firm for the years 2014-15 to 2016-17;
 - (e) copies of work orders and experience certificates in support of information required at para 2.3.1(e) above;
 - (f) copies of documents in support of information required at para 2.3.1(f) above;
 - (g) an affidavit on non-judicial stamp paper for Rs.50/- declaring that the Company had never been blacklisted by any authority.
 - (h) copy of manpower wages roll and EPFO Challan in support of available security manpower in respect of previous four quarters.
- 2.3.3 Non-submission of any of the aforesaid document shall entail rejection of technical bid.

2.4 Validity of bids

- 2.4.1 A bid shall remain valid and open for acceptance for a period of 75 days from the last date of submission of bids.
- 2.4.2 In exceptional circumstances, the Client may, before expiry of the bid validity, request for extension to the bid validity period. In the case of request being accepted and extension so granted, the bidders shall not be permitted to modify their bids.

2.5 Preparation of bids

2.5.1 Technical Bid

- (i) Technical Bid should be prepared as per the instructions given in the tender document along with Bid Security of requisite amount and all information / documents required in clause 2.3.1 and clause 2.3.2.
- (ii) The following documents shall comprise the Technical Bid:
 - a) Technical Bid Submission Letter (Bid Cover Letter) in the form prescribed at Annexure-I inter alia containing the declaration required at clause 2.3.1(h). The letter should be printed on company's letter head and signed by the authorized signatory.
 - b) Duly filled-in and signed Annexure-II containing information required in clause 2.3.1 (a to g).
 - c) All the supporting documents as required in clause 2.3.2.
 - d) Bid Security (EMD) of Rs.6,00,000/- as required in clause 2.2.1. In the case of Bid Security being furnished through Bank Guarantee, the same should be furnished in form prescribed at Annexure-V.
 - e) Tender document signed and stamped on each page.
 - f) Check List duly filled-in and signed in Annexure-VIII.
- (iii) All the aforesaid documents along with EMD should be kept in a sealed cover superscribed "Technical Bid for providing security services at main campus of MANUU" with the name and address of the bidder.

2.5.2 Financial Bid

- (i) Financial Bid should be prepared in Annexure-III and signed by the authorized signatory.
- (ii) The bid should be kept in a separate sealed cover superscribed "Financial Bid for providing security services at main campus of MANUU" with the name and address of the bidder.

2.5.3 The two separate sealed covers containing technical and financial bids should be kept in a separate sealed big cover superscribed "BIDS FOR PROVIDING SECURITY SERVICES AT MAIN CAMPUS OF MANUU" with the name and address of the bidder.

2.6. Submission of bids

2.6.1 The bid shall be submitted to the Proctor, Maulana Azad National Urdu University, Gachibowli, Hyderabad 500032 latest by September 22nd, 2017 up to 03:30 PM.

2.6.2 Bids, sent by whatever means or dropped in the tender box kept at MANUU, must be received / dropped by the last date and time specified in clause 2.6.1 above.

2.6.3 Any bid received by the Client after the deadline as stipulated above on whatsoever ground shall not be considered.

2.7. Opening of Technical Bids

2.7.1 The technical bids received by September 22nd, 2017 up to 03:30 P.M. shall be opened on the same day at 03:30 P.M. at Conference Hall, Ground Floor, Administrative Building, MANUU Main Campus, Gachibowli, Hyderabad 500032 by the duly authorized Committee in the presence of such bidders who may wish to be present himself or through their authorized representatives.

2.7.2 In case, the date fixed for opening of bids is subsequently declared as holiday by the Government, the bids will be opened on next working date with time and venue remaining unaltered.

2.7.3 A letter of authorization shall be submitted by the bidder's representatives before opening of the bids

2.7.4 Absence of bidder or their representative shall not impair the legality of the opening of bids.

2.7.5 All the bidders or their representatives present shall be required to sign the main bid envelope. Refusal to sign the bid envelope by the bidder or his representative may disqualify his bid based on the decision of the Tender Opening Committee.

2.7.6 After opening of technical bids, a preliminary scrutiny would be conducted to ensure that EMD of requisite amount and other documents as required in clause 2.5.1(ii) are furnished. The bids found deficient in these requirements shall be declared invalid and such bids will not be considered further for technical evaluation.

2.7.7 The bidders whose technical bids are otherwise found valid shall be termed as responsive bidders. The detailed evaluation of technical bids of such responsive bidders will be carried out later.

2.8 Technical Bid Evaluation

2.8.1 The technical bids shall be evaluated based on the available documents submitted by the bidders in totality as required under clause 2.3.2 above. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.

MAULANA AZAD NATIONAL URDU UNIVERSITY, HYDERABAD

- 2.8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 2.8.3 Client also reserves its right to seek confirmation/ clarification on the supporting documents submitted by the bidder from the agency(ies) issuing such document(s).
- 2.8.4 Notwithstanding all the requisite documents being made available by the bidders, the Client may, if required, visit the firms' offices to authenticate the veracity of information/ documents submitted by the bidders.
- 2.8.5 In addition to the minimum eligibility criteria as specified in clause 2.3.1 being fulfilled, a bidder shall be adjudged technically qualified who secures minimum 70 marks out of 100 distributed among the following parameters:

	<u>Maximum Marks</u>
(i) Experience of bidding company in providing security services	20 marks
Beyond 03 years and up to 05 years	10 marks
Above 05 years and up to 10 years	15 marks
Above 10 years	20 marks
(ii) Average Annual Turnover in excess of the minimum required under clause 2.3.1(d)	15marks
Beyond R90 lakh and up to R 02 crore	10 marks
Above R 02 crore	15 marks
(iii) Availability of manpower trained in security services	15 marks
Up to 300 trained manpower	10 marks
Above 300 trained manpower	15 marks
(iv) Availability of in-house training facilities in security services with the Company	10 marks
Having own in-house training facilities	10 marks
Having hired training facilities	05 marks
(v) Continuity of the Company in providing security services to the same client	10 marks
Having 03 or more years of continuity	10 marks
Having continuity for 02 years	05 marks
(vi) Handling capabilities of security personnel available with the Company in fire fighting and disaster management	08 marks
(vii) Capabilities of security personnel available with the Company in providing first-aid on site	06 marks
(viii) Feed-back from existing clients of the Company	06 marks
(ix) ISO Certification of Company	05 marks
(x) Welfare measures adopted by the Company for its security personnel on roll	05 marks

Marks on aforesaid parameters will be awarded to the bidder on physical verification of infrastructure etc. of the bidder's Company by a team of MANUU's officers/ teachers.

2.8.6 The responsive bidders who, as per their documents duly verified and found true as well as securing minimum qualifying marks as per clause 2.8.5 shall be declared as technically qualified.

2.8.7 Client shall intimate the technically qualified bidders through written communication/ phone the date, time and venue for opening of financial bids.

2.9 Opening of Financial Bids

2.9.1 The financial bids of all the technically qualified bidders shall be opened on the appointed date and time in the presence of the qualified bidders/ their authorized representatives, who choose to be present at the time of opening of the financial bids.

2.9.2 All the technically qualified bidders/ their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the authorization letter from their respective Companies and shall be asked to sign on all the sealed envelopes containing the Financial Bid.

2.9.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.

2.9.4 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot. However, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.

2.9.5 Mere becoming the lowest bidder on the basis of only opening of financial bids will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L1) shall be decided only after following due procedure including thorough scrutiny of all the financial bids.

2.10 Financial Bid Evaluation

2.10.1 Maulana Azad National Urdu University, Hyderabad being a Central University follows the Acts/ Regulations/ Rules etc. issued from time to time by the Government of India. Accordingly, the minimum wages fixed for skilled/ semi-skilled/ unskilled persons on six monthly basis under Minimum Wages Act, 1948 by the concerned Central Government authorities for the State of Telangana / Hyderabad shall be treated as the benchmark prices to be quoted by the bidders.

2.10.2 The financial bids quoting the current minimum wages for required categories of security personnel below the benchmark shall not be considered.

2.10.3 The financial bids not quoting the prescribed current rates of EPF and ESI contributions for the respective categories of security personnel to be deployed shall not be considered for evaluation.

2.10.4 The evaluation of financial bids shall be made on the basis of quoted monthly total of minimum wages including EPF and ESI contributions (not below that stipulated in clauses 2.10.1 and 2.10.3 above) plus service charges plus hire charges of equipments/ vehicle.

2.10.5 The bidder whose financial bid is found to be lowest in terms of clause 2.10.4 above shall be declared as successful.

2.10.6 In case of two or more companies quoting the same lowest rates, the Tender Evaluation Committee shall decide the successful bidder who scores higher marks as per clause 2.8.5.

2.11 Right of Acceptance

- 2.11.1 Maulana Azad national Urdu University, Hyderabad reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids (including the lowest) at any time prior to the award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders for the Client's action. The decision of the competent authority of the University in this regard shall be final and binding.
- 2.11.2 The competent authority of the University reserves the right to award contract in full or in part to any successful agency at its discretion and this will be binding on the bidders.
- 2.11.3 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Maulana Azad National Urdu University reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

2.12 Notification of award by issuance of 'Letter of Acceptance'

- 2.12.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) Letter of Award of Contract in duplicate to the said successful bidder, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within three (3) days of receipt of the same by him.
- 2.12.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 2.12.3 The time taken between the date of issue of LOA and signing of contract shall not prevent the contractor to mobilize the man power.

SECTION - 3

SCHEDULE OF REQUIREMENTS

This Schedule of Requirements contains details of security personnel to be provided by the contractor at Client's site and other information, instructions of the Client in respect of personnel to be deployed by the contractor.

3.1 Requirement of security personnel

3.1.1 The Client intends to outsource security services of following numbers of Ex-Servicemen, Male and Female Civilian security personnel:

(a)	Ex-Servicemen (unarmed)	..... 15 No's
(b)	Male Civilian Security Guards (unarmed)	..... 76 No's
(c)	Female Civilian Security Guards (unarmed)	..... 09 No's
	Total	..... 100 No's

3.1.2 The above category-wise figures are tentative and may increase or decrease during the period of contract depending upon the actual requirements of the Client.

3.1.3 The services are required for 24 hours round the clock in three eight hourly shifts. The category-wise and shift-wise requirements will be informed to the successive bidders while awarding contract.

3.1.4 The shift-wise and category-wise deployment locations of security guards shall be decided by the Client considering the security requirements of the University from time to time. The location-wise requirement would be intimated to the contractor well in advance.

3.1.5 The contractor shall also be required to provide the following equipments/ vehicles to security personnel deployed by him:

(a)	Hand Held Metal Detector	One (01) number
(b)	Under Carriage Vehicle Search Mirror with light	One (01) number
(c)	Motorcycle (for patrolling)	Two (02) numbers
(d)	Barricades	Four (04) numbers
(e)	Stationary, Registers etc.	As required

3.1.6 The deployed security guards should be equipped with walky-talky, torch, whistle and lathi.

3.1.7 The security personnel to be deployed by the contractor should be in the following age groups:

(a)	Ex-Servicemen	Below 55 years
(b)	Male Civilian Guards	22 - 45 years
(c)	Female Civilian Guards	22 - 40 years

3.1.8 The deployed security guards should possess adequate ability of speaking, reading and writing in Hindi/ Urdu/ English.

- 3.1.9 The security personnel should be having adequate training in fire safety and fire fighting.
- 3.1.10 The security personnel deployed by the contractor shall be required to
- (a) restrict the entries of unauthorized persons in the University campus;
 - (b) ensure that all the Sections/ Units/ Departments/ Buildings are properly locked after the office hours and on holidays;
 - (c) carefully check the Vehicles Passes, Students Identity Cards, Vendors' Passes etc;
 - (d) maintain registers such as In & Out Registers, Vehicle Movement Register, Visitor's Register, Material Register, Gate Pass Register and to hand over these registers to Proctor Office on monthly basis;
 - (e) undertake constant patrolling of premises to ensure that no trespasser / suspicious person is roaming around and nothing untoward happens in the University campus;
 - (f) perform their duties at the premises with due diligence and to take all precautions to avoid any loss or damage to the Client's property / person;
 - (g) maintain cordial relations with the University community but neither should develop undue familiarity with them nor join any union of the employees of the University.
- 3.1.11 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 Governments 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 duties in the University.
- 3.1.12 The Contractor has to maintain adequate number of category-wise security personnel as per this contract and also arrange a pool of standby personnel of requisite qualifications and experience. If the required number of persons is less than the specified number as mentioned in the contract, a penalty of Rs.100/- per absentee per day shall be deducted from the bill(s).

3.2 Other Terms and Conditions

- 3.2.1 The personnel of the contractor shall be subject to detailed direction and control of the Client in relation to manner and model of performance of duties, as agreed to vide this contract.
- 3.2.2 The contractor shall ensure that all personnel deployed by him are fully conversant with the Client's premises and with its security related activities such as barricading, chain partitioning etc. to ensure proper traffic control.
- 3.2.3 The contractor shall exercise adequate supervision to ensure proper performance of security services in accordance with the requirements.
- 3.2.4 In the event of the personnel having been provided by the Contractor not performing duties as per expected standards in whatsoever manner or in case the personnel behave in an unacceptable manner, the Contractor shall, on request of the Client, remove the said personnel the same day and provide a suitable substitute in his/ her place of equivalent qualifications and experience within three days failing which the Client may get the services performed by other means at the risk and cost of the contractor.
- 3.2.5 Contractor must employ adult and skilled personnel only. Employment of child labour or persons below the age of 18 years shall lead to the termination of the contract at the risk and cost of the contractor.

- 3.2.6 Contractor shall deploy/engage reliable persons at Client's site after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities.
- 3.2.7 Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent), photograph of all deployed security personnel to the Client and shall also intimate changes in addresses of the personnel as and when they take place.
- 3.2.8 Contractor's security personnel shall always be disciplined, properly dressed in uniform and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out the security related tasks assigned at Client's office.
- 3.2.9 The authorized representative of the company shall visit the Security Office/ Proctor's Office / concerned officials of the University twice a week for review of the security system at the Client's site.
- 3.2.10 The Client may also assign such security related duties as and when required to the security personnel deployed by the contractor which are otherwise not mentioned in clause 3.1.10 above or elsewhere in this contract.
- 3.2.11 The contractor shall provide a copy of latest Pension Payment Orders / Discharge Orders in respect of Ex-Servicemen deployed at Client's premises.
- 3.2.12 The Contractor shall strictly observe that its personnel:
- (i) are always smartly turned out and vigilant,
 - (ii) are punctual and arrive at work places before start of their duty time and do not leave their place of duty before close of their duty hours,
 - (iii) whenever required in the exigencies of work, work beyond duty hours and won't refuse to work extra hours,
 - (iv) take charges of their duties properly and thoroughly,
 - (v) perform their duties with honesty and sincerity,
 - (vi) extend respect to all academic staff, officers and non-teaching staff of the office of the Client,
 - (vii) are not alcoholic or drug addict, do not drink on duty and smoke in University premises or come drunk and report to duty,
 - (viii) do not gossip or chit chat and sleep while on duty,
 - (ix) do not indulge in any activity prejudicial to the interest of the University,
 - (x) immediately report to their Supervisor / Proctor's Office if any untoward incident / misconduct or misbehaviour occurs.
 - (xi) do not misuse official telephones installed in Client's premises.
- 3.2.12 Contractor's personnel deployed at Client's site shall
- (i) at all times maintain strict confidentiality about the official information gathered during their working in the University,
 - (ii) not furnish any document, data, information etc. pertaining to University/ UGC/ Ministry of Human Resource Development in any form to any person, directly or indirectly, not authorized by the Client,
 - (iii) not give phone numbers of office and officers of Client to any unauthorized person,
 - (iv) not divulge schedules of meetings and conference to any unauthorized person,
 - (v) not pass on site plan of the Client's premises to any unauthorized person,
 - (vi) not divulge official local journey/ outstation travel details of any of the officer of the Client to any unauthorized person, and
 - (vii) not disclose assets of the University to any unauthorized person.

SECTION 4

GENERAL CONDITIONS OF CONTRACT (GCC)

4.1 Confidentiality

- 4.1.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information related to Client's academic and non-academic activities or security arrangements (including but not limited to the assignment instructions, Schedules and other subsequent agreements). The obligation is not limited to any scope and the contractor shall be held responsible in case of breach of the confidentiality of Client's information.
- 4.1.2 If the Contractor receives inquiries from any person or outside agencies including Press / Media, the same shall be referred to by the Contractor to Client immediately on receipt of such queries.

4.2 Performance Security

- 4.2.1 The successful bidder within fourteen days of the acceptance of the LoA shall furnish a Performance Security in the form of an Account Payee Demand Draft / Fixed Deposit Receipts from a commercial bank or bank guarantee issued / confirmed from any of the commercial bank in India in the form prescribed at Annexure-VI for a sum equal to 10 % of the total cost of outsourcing of services as mentioned in the financial bid i.e. Rs. 30,00,000/- (Rs. Thirty Lakhs only) in favour of Finance Officer, Maulana Azad National Urdu University, Hyderabad payable at Hyderabad.
- 4.2.2 If the contractor is called upon by the competent authority of the University to furnish Performance Security and the contractor fails to provide the said security within the period and in the form specified at clause 4.2.1 above, such failure shall constitute a breach of the contract and the Client shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- 4.2.3 The Performance Security so furnished should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor.
- 4.2.4 The Bank Guarantee will be forfeited and credited to Client's account in the event of any breach or negligence or non-observance of any terms / conditions of contract or for unsatisfactory performance or for non-commencement of work after issue of 'Notice to Proceed'.
- 4.2.5 On due performance and completion of the contract in all respects, the Performance Security will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate. However, such portion of the said Performance Security, as may be considered by the University sufficient to cover any incorrect or excess payment made on the bills to the firm, shall be retained until the final report on the account of firm's bill has been received and examined.

4.3 Signing of contract agreement

- 4.3.1 The Client shall provide a draft Contract Agreement, as prescribed at Annexure-VII, to the successful bidder along with LoA. The bidder shall, along with Performance Security, return the duly concurred and signed Contract Agreement printed on the non-judicial stamp paper of Rs.100/- adjudicated by the Registrar of Stamps of Telangana State within seven working days of the issue of LoA.

- 4.3.2 The competent authority of the Client shall sign the Contract Agreement and return a copy of the same to the successful bidder.

4.4 Validity of contract

- 4.4.1 The contract shall be valid for a period of one year from the date of its signing by both the parties subject to continuous satisfactory performance by the contractor.
- 4.4.2 The period of contract may, in the exigencies of work requirement, be extended beyond one year for any period not exceeding further one year with mutual written consent of the contractor on the same terms and conditions as agreed to under this contract except periodical revision of minimum wages as notified by the Government.

4.5 Contractor's obligations

- 4.5.1 The contractor shall provide security services in Client's premises as per the requirements to be read with other conditions of contract mentioned herein in this document within 03 (three) days of the contract agreement made effective.
- 4.5.2 The requirements may be modified during the contractual period and the contractor shall be bound to provide security services as per modified requirements.
- 4.5.3 The personnel of the contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment / duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 4.5.4 The contractor shall be solely liable to meet all the claims of security personnel deployed by him and all statutory liabilities (such as ESI & PF etc.) shall be paid by the contractor.
- 4.5.5 A Service Log Book shall be maintained at the Client's premises and daily record of the actual services provided shall be kept. All matters relating to deficiencies in the availability and standards of service shall be entered in the Log Book and the contractor shall forthwith remove all the deficiencies pointed out and record compliance in the Log Book.
- 4.5.6 The contractor shall be responsible to remit the EPF / ESI contributions in respect of the security personnel deployed at Client's premises. The contractor shall have to furnish the statements of remittances made in each month along with the bills for subsequent month. In case the concerned authorities provide consolidated statements to the contractor in respect of all the personnel at his roll, the contractor shall provide to the Client an extract of the statements containing names of only those persons who are deployed at Client's premises.
- 4.5.7 The contractor shall make provisions for medical reimbursement/ insurance to the employees not covered under ESI.
- 4.5.8 The contractor shall produce to the client the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
- 4.5.9 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any persons / property at the Client's premises on account of acts of omission and commission by the personnel deployed by him.
- 4.5.10 The contractor shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 4.5.11 The contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same at all times.

- 4.5.12 The contractor shall be solely responsible to tackle the matters in case any of its personnel deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.
- 4.5.13 The contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 4.5.14 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.
- 4.5.15 The contractor shall not sub-contract or sublet, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

4.6 Client's obligations

- 4.6.1 Except as otherwise expressly provided, the Client shall, at its own expense, timely provide all the required facilities at the location(s) where the security services are to be provided to enable contractor's employees to carry out the services.
- 4.6.2 The Client shall make all endeavour to make payments against the monthly invoice complete in all respect submitted by the contractor in respect of monthly wages of security personnel within 15 (fifteen) days from the date of the receipt of the said invoice.
- 4.6.3 The Client shall to the extent feasible and deemed necessary fulfill the genuine requests made by the contractor in writing in connection with the performance of the services within the ambit of this contract.
- 4.6.4 The Client shall notify the contractor of any dishonest, wrongful or negligent acts or omissions of the contractor's employees or agents in connection with the services as soon as possible after the Client becomes aware of them.
- 4.6.5 To enable the contractor to provide the security services, the Client shall ensure that its staff is available to provide such assistance.
- 4.6.6 The University shall not provide any accommodation to any of the security personnel deployed by the contractor.
- 4.6.7 The Client shall not be under any obligation for providing empanelment to any of the personnel of the contractor after the expiry of the contract.

4.7 Payments

- 4.7.1 After selection of the successful bidder as contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the contractor by the Client for the security services.
- 4.7.2 The service charges quoted by the bidders in the Price Schedule shall be exclusive of any Service Tax/ GST, any type of cess, or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rates.
- 4.7.3 The hire charges and other incidentals for providing and maintaining vehicles for patrolling, other security related equipments shall be paid at fixed rates during the entire contract period.
- 4.7.4 No price escalation, other than revision in minimum wages as notified by the Government from time to time, shall be entertained by the Client during the contract period including the extended period, if any.

- 4.7.5 In case, it is required to engage security personnel on extra duty / beyond prescribed duty hours, such engagement should not exceed 50 hours or one-third of the monthly wages, whichever is less subject to approval of the competent authority of the University. Further, such extra duty shall not be given in more than two consecutive shifts. Payment for extra duties/ overtime shall be made to the security personnel as per rules of the Government of India as enforced from time to time.
- 4.7.6 The contractor shall raise invoice every month and submit the same along with the following to Client by 5th of every following month:
- (a) Attendance Sheet of security personnel deployed during the month at Client's premises duly authenticated by the Proctor of the University,
 - (b) Statement of wages paid in the preceding month to security personnel deployed in their respective bank accounts,
 - (c) Statements of remittances made in the preceding month towards EPF and ESI contributions in respect of security personnel deployed at Client's premises,
 - (d) Declaration regarding compliance of labour laws in terms of clause 5.2.1.
- 4.7.7 All payments by the Client to contractor shall be made by means of NEFT / RTGS in the bank account of the contractor.
- 4.7.8 Client shall make deductions in accordance with applicable tax laws, Income Tax or shall make other deductions as made applicable by the laws promulgated by the Government of India or the State Government of Telangana, as the case may be, from any payments made to the contractor, and the amount so deducted shall be deemed to be a payment made to the contractor. Client shall provide a certificate certifying the deductions so made.
- 4.7.9 Neither payment shall be made in advance nor shall any loan from any bank or financial institution be recommended by the Client in favour of the contractor on the basis of the order of award of work.

4.8 Termination of contract

- 4.8.1 This contract may be terminated forthwith by either party by giving written notice to the other if the other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach.
- 4.8.2 The contract may be terminated forthwith by the Client by giving written notice to the contractor, if the contractor:
- a) does not provide security services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements;
 - b) goes bankrupt and becomes insolvent.
- 4.8.3 In case of breach of any of terms and conditions of the contract by the contractor, the competent authority of the Client shall have the right to cancel the contract without assigning any reason thereof and nothing will be payable by the Client and in that event the Performance Security shall be forfeited and encashed.

4.9 Disclaimer

- 4.9.1 The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose shall be one who is related to the other in the manner as husband, wife 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).

4.10 Governing laws and settlement of dispute

4.10.1 This contract shall be governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Hyderabad.

4.10.2 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the arbitration will be Hyderabad and the decision of the arbitrator shall be final and binding on both the parties.

SECTION 5

SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract shall supplement the “Instructions to Bidders” and “General Conditions of Contract” as contained in Sections 2 and 4 respectively.

5.1 Indemnification

- 5.1.1 The contractor shall be liable to completely indemnify and keep the Client indemnified against all liabilities, losses, damages, penalties, awards, decrees arising out of litigation/ claims/ application initiated against the Client on account of any acts of omission/ commission attributable to the security personnel deployed by the contractor or the contractor himself and which are punishable under the provisions of various Central Labour Laws and the Labour Laws enacted by the State Government of Telangana (or the erstwhile State of Andhra Pradesh in the absence of Telangana laws) including the attended Acts/ Rules as amended from time to time.
- 5.1.2 Client shall be vested with sole discretion to determine damages/ loss suffered on account of wrongful act or negligence by the contractor or any of its employees engaged in security services and deduct the same from the dues payable from performance security or monthly bills or from the property owned by the firm/ company by way of initiating suitable legal action against the contractor at any point of time.

5.2 Compliance to Labour Laws

- 5.2.1 The contractor shall abide by and comply with the Private Security Agencies (Regulation) Act, 2005, Andhra Pradesh Security Agencies Rules, 2008 or any similar Act / Rules promulgated by the Government of Telangana, Workmen’s Compensation Act, 1923, EPF Laws, ESIC Laws, Income Tax Act / Rules, Minimum Wages Act, 1948, Minimum Wages (Central) Rules, 1950, Industrial Disputes Act, 1947, Contract Labour (Regulation & Abolition) Act, 1970, Contract Labour (Regulation & Abolition) Central Rules, 1971 or any other law in force from time to time.
- 5.2.2 The engagement, deployment and payment of wages to security personnel as per the above laws shall be the sole responsibility of the contractor and any breach of such laws shall be deemed to be breach of this contract.
- 5.2.3 The contractor shall be liable for any legal dispute/ case/ claims that may arise or may arise during currency of the contract due to non-compliance of labour or other related laws.

5.3 Penalties

- 5.3.1 In the event of the Contractor not providing a suitable substitute security personnel within the specified period as stipulated in clause 3.2.4 of Section 3, a penalty of Rs.500/- per day per person shall be imposed on the contractor which will be recovered / adjusted from the monthly bill payable next month.
- 5.3.2 Whenever and wherever it is found that the work assigned to contractor is not performed up to the entire satisfaction of the Client, it will be brought to the notice of contractor by the Client and if no remedial action is taken immediately, penalty of Rs.200/- per complaint will be imposed on the contractor.

5.4 Force Majeure obligations of the parties

- 5.4.1 In the event of “Force Majeure”, as soon as reasonably practicable but not more than 48 (forty eight) hours following the occurrence of such an event, an affected party shall notify the other party of the event of Force Majeure stating inter alia the anticipated period of Force Majeure during which the required services are likely to remain affected and also the measures which the affected party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected.

Note:- “Force Majeure” shall mean any event beyond the control of Client or of the contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, any natural calamities, strike, unlawful lockout, riot, terrorist act etc.

5.5 Official Records

- 5.5.1 The contractor shall maintain complete official records of disbursement of wages showing specifically details of all deductions such as EPF, ESI etc. in respect of all the security personnel deployed at Client’s premises.

SECTION 6

PRICE SCHEDULE (FINANCIAL BID)

6.1 Form

- 6.1.1 The Price Schedule (Financial Bid) shall be submitted in the form prescribed at Annexure-III.

6.2 Other terms

- 6.2.1 The rates quoted for wages of different categories of security guards shall not be less than the minimum wages fixed / notified for such categories by the Central Government authorities for the State of Telangana/ Hyderabad from time to time.
- 6.2.2 Service charges on monthly wages and monthly contributions to ESI, EPF per person for all categories of security guards (ex-servicemen as well as male/ female civilian) as a whole should be quoted by the bidder
- 6.2.3 In addition to service charges, the contractor shall also be entitled to hire/ maintenance charges for vehicles (for patrolling purpose), other security related equipments/ materials as required under Section 3 (Schedule of Requirements) and incidental expenses as may be found justified for these purposes.
- 6.2.4 Monthly wages including service charges and hire/ maintenance charges should be quoted as two separate components in the financial bid (Table 'A' & 'B' of Annexure-III).
- 6.2.5 Quoted service charges and hire/ maintenance charges of equipments / vehicles shall be valid for one year from the date of commencement of contract and also during the extended period of contract, if any, and no revision in the quoted rates shall be entertained on whatsoever ground during the currency of contract.
- 6.2.6 If a Company quotes NIL charges, the bid shall be treated as unresponsive and will not be considered.
- 6.2.7 The wages shall be on 26 days a month basis as per the norms of Minimum Wages Act, 1948 read with Minimum Wages (Central) Rules, 1950 at the rates prescribed from time to time by the Central Government authorities for the State of Telangana / Hyderabad.
- 6.2.8 The wages per hour for duty performed beyond prescribed normal duty hours subject to limits stipulated at clause 4.7.5 shall be calculated as below:
$$2 \times [\text{Monthly Wages} \div (26 \times 8)]$$
- 6.2.9 No correction / overwriting should be made or eraser used in the financial bid.

SECTION 7

FORMS

Annexure-I	Bid Cover Letter
Annexure-II	Technical Bid Submission Form
Annexure-III	Financial Bid Submission Form
Annexure-IV	Letter of Acceptance
Annexure-V	Form for submission of Bid Security (Through Bank Guarantee)
Annexure-VI	Form for submission of Performance Security
Annexure-VII	Contract Form
Annexure-VIII	Check List

BID COVER LETTER
(To be written on the letter head of company)
(Ref. clause 2.5.1)

To

The Proctor,
Maulana Azad National Urdu University,
Gachibowli,
Hyderabad 500032

Ref: Invitation for bid vide MANUU's Advertisement No..... dated for providing security services at University's main campus.

We, the undersigned, declare that:

1. We have examined and have no reservations to the bidding documents, including corrigendum/ addenda issued, if any, in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the bidding documents for providing security services for the Maulana Azad National Urdu University, Hyderabad.
3. Our bid shall be valid for a period of 75 days from the date fixed for the bid submission deadline in accordance with the bidding documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the bidding documents.
5. Government of India or any State Government or other Public Sector or Private Sector Organizations have not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.
7. We also declare that
 - (i) No benefit shall be offered to the employees of the Client's organization which are not legally available to them and also no offence shall be committed under Prevention of Corruption Act, 1988 or Indian Penal Code, 1860;
 - (ii) No undisclosed agreement or understanding with other bidders shall be entered into with respect to prices, certifications etc.;
 - (iii) The security services, as required in the tender document herein, have not been and will not be made available to other entities at prices lower than the bid price;
 - (iv) No payment has been made to any agent/ broker or any other intermediary for this bidding;
 - (v) No transgression has been committed in the past with any other organization in India or abroad that may impinge on the anti-corruption principle.

Yours sincerely,

(Authorized Signatory)
Full Name and Designation

Note:- Authorized person shall attached a copy of Authorization for signing on behalf of Bidding Company.

ANNEXURE-II

TECHNICAL BID SUBMISSION FORM

(Ref. clause 2.5.1)

Sl. No.	Particulars	Information	Enclosure No.
1.	Name of the Company		
2.	Registered address of the Company along with Telephone/ Mobile No., e-mail ID, website address etc.		
3.	Address of the Company at Hyderabad if it is different from address at Sl. 2 above.		
4.	Type of the Company (Limited or a Private Limited)		
5.	Owner(s) of the Company		
6.	Year of establishment of the Company		
7.	For how long the Company has been in the operation of providing security services?		
8.	Name, designation and telephone/mobile number of authorized person to be contacted.		
9.	(a) PAN		
	(b) GST Regd. No. (GSTIN)		
	(c) Licence No. under Private Security Agencies (Regulation) Act, 2005		
	(d) Licence No. under Andhra Pradesh Security Agencies Rules, 2008 or any similar Act/ Rules of Government of Telangana		
	(e) Registration No. under Contract Labour (Regulation & Abolition) Act, 1970.		
	(f) EPF Regd. No.		
	(g) ESI Regd. No.		
	(h) ISO Certification No., if so certified.		
10.	Details of Account Payee Demand Draft/ Banker's Cheque/ FDR/BG submitted towards Bid Security (EMD)		
11.	Annual Financial Turnover of the Company in providing security services	(in Rs.) 2014-15 2015-16 2016-17	
12.	Details of security services provided to various organizations during the years 2014-15 to 2016-17 (<i>Please attach separate sheet if the number is large</i>)	Sl. Client No. No. of security personnel provided Contract period in Rs. Total value	

contd.....

MAULANA AZAD NATIONAL URDU UNIVERSITY, HYDERABAD

.....Technical Bid Submission Form continued

13.	Details of current clients to whom security services are being provided (Please attach separate sheet if the number is large)	Sl. No.	Client	No. of security personnel being provided	Total value in Rs.	Contact No.	
14.	Total current strength of various categories of security personnel on roll of the Company		<u>Category</u>			<u>No.</u>	
		(a)	Ex-servicemen (unarmed)				
		(b)	Ex-servicemen (armed)				
		(c)	Male Civilian Guards (unarmed)				
		(d)	Male Civilian Guards (armed)				
		(e)	Female Civilian Guards (unarmed)				
15.	Does the Company possess updated clearance in respect of Income Tax and Service Tax (now GST)?						
16.	Has the Company ever been declared ineligible or blacklisted by any authority?						
17.	During the course of providing security services to organizations in the past, how many times the Company has been involved in litigation or arbitration awards with the concerned organizations?						

Note:- Please attach self attested documents in support of the information furnished above as required under clause 2.3.2 of the Tender Document.

DECLARATION

I / We hereby declare that the information furnished above are true and based on available documentary evidences. In case, any of the information furnished above, either in full or in part, is at any stage, found to be incorrect, our bid shall stand cancelled or if contract has been awarded, the same shall stand terminated.

(Authorized Signatory)
Full Name and Designation
Official Seal

Note:- Authorized person shall attached a copy of authorization for signing on behalf of Bidding Company.

ANNEXURE-III

FINANCIAL BID SUBMISSION FORM

(Ref. Section 6 and clause 2.5.2)

(A) Wages Component of Security Guards

(Amount in Rs.)

Sl. No.	Particulars	Category of Security Guards			Total (3+4+5)
		Ex-Servicemen (unarmed) As per DGR rate	Male Civilian (unarmed)	Female Civilian (unarmed)	
(1)	(2)	(3)	(4)	(5)	(6)
1.	Wages per day per Guard including VDA				
2.	Monthly wages @26 days a month				
3.	Monthly EPF contribution @13.15%				
4.	Monthly ESI contribution @04.75%				
5.	Sub -Total (2+3+4)				
6.	Service Charges per month in percentage of serial 5				
7.	GST on serial (5 + 6)				
8.	Allowances payable to Ex-Servicemen, if any		Not Applicable	Not Applicable	
9.	Total monthly wages inclusive of Service Charges & GST (5+6+7+8)				
10.	Total amount per month for all the Security Guards [Ex-S: /Male SG: /Female SG:]				

Total amount at column 10 in words: Rs.....

Note:- Wages per day for each category of security guards should not be less than the minimum wages fixed by the Central Government authorities for the State of Telangana / Hyderabad under Minimum Wages Act, 1948 and that fixed for Ex-servicemen by the Director General of Resettlement (Ministry of Defence).

(B) Security Resources/ Materials Component

Sl. No.	Description of items of security resources/ materials required to perform security duties	Amount per month (Rs.)
1.	Hire charges for two motor cycles to be used for patrolling (including cost of petrol, lubricants and maintenance)	
2.	Hire charges for Metal Detector, Under Carriage Vehicle Search Mirror with light, Wali-Talki, Barricades	
3.	Miscellaneous expenses for lathis, torches, books/ registers etc.	
Total		

Total of (A) + (B) = Rs/- per month (Rs.....)

Total of (A) + (B) = Rs...../- per annum (Rs.....)

Signature of authorized signatory
Name in full and Designation
Official Seal of the Company

**LETTER OF ACCEPTANCE
or
LETTER OF AWARD OF CONTRACT**
(Ref. clause 2.12.1 & 2.12.2)

Confidential

Contract No. MANUU/Proctor/...../2017-18

Contract Title: Providing security services (watch & ward personnel) to MANUU at its main campus at Hyderabad

To

M/s
.....
.....

Subject:- Award of contract for contract No. MANUU/Proctor/...../2017-18 titled “providing security services (watch & ward personnel) to MANUU at its main campus at Hyderabad”.

Ref. Your offer No.....dated.....against our tender No. MANUU/Proctor/...../2017-18 opened on.....

Dear Sir/ Madam,

I am directed to inform you that after evaluating the bid documents submitted by you on(date), Maulana Azad National Urdu University, Hyderabad is pleased to inform you that you have been selected as the successful bidder for providing security services (watch & ward personnel) to MANUU at its main campus at Hyderabad. The total outsourcing cost shall be(amount) as indicated in your financial bid submitted on.....(date), in accordance with the procedures intimated in the relevant bid documents.

2. You / your authorized representative(s) are requested to be personally present at Office of the Registrar, Maulana Azad National Urdu University, Hyderabad for signing of the contract by.....(date).
3. In this respect, we also request you to submit the performance security of Rupeesby.....(date). Security deposit being 10 % of the total cost of Rs.....
4. Please apply for refund of EMD deposited along with the bid.
5. You are requested to execute necessary agreement within seven days from the date of issue of this letter in the enclosed agreement form.
6. This notification concludes the legally binding contract between you and the Maulana Azad National Urdu University, Hyderabad till issue of a formal contract.

Yours truly,

Encl. Agreement Form along with the Schedule of Requirements

Proctor

**BID SECURITY SUBMISSION FORM
(THROUGH BANK GUARANTEE)
(Ref. clause 2.5.1)**

No.....

Date.....

To

The Registrar (hereinafter called "The Client")
Maulana Azad National Urdu University,
Gachibowli
Hyderabad 500032

Whereas M/s.....(hereinafter called "the tenderer") has submitted its bid dated.....for providing security services against owner's Tender No. MANUU/ Proctor//2017-18 dated.....

KNOW ALL MEN by these presents that WEhaving our registered office at (hereinafter called 'the Bank') are bound unto The Client in the sum of Rs.(Rupees only) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these present. Sealed with the Common Seal of the Bank thisday of2017.

THE CONDITIONS OF THIS OBLIGATION ARE:

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender,
2. If the tenderer having been notified of the acceptance of his tender by the Client during the period of its validity:
 - (a) fails or refuses to accept /execute the contract,
 - (b) fails or refuses to furnish the Performance Security for the due performance of the contract,

We undertake to pay the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the authorized officer of the Bank
Name & Designation of the office
Seal, Name & Address of the Bank and Branch
Tel No./ Fax No. of Branch

ANNEXURE-VI

**PERFORMANCE SECURITY SUBMISSION FORM
(THROUGH BANK GUARANTEE)**

(To be executed on non-judicial stamped paper of an appropriate value)
(Ref. clause 4.2.1)

Date :

Bank Guarantee No :

Amount of Guarantee :

Guarantee Period : From to

Guarantee Expiry Date :

Last date of Lodgement :

WHEREAS Maulana Azad National Urdu University, Gachibowli, Hyderabad 500032 (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*insert date of acceptance of the letter of acceptance(LOA)*] with [*insert name of the Successful Bidder*](hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of security services (“**Security Services**” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a commercial bank in India having a branch at Hyderabad for a sum of Rs...../- (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the commercial bank*] (here in after referred to as the “**Bank**”) having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have

MAULANA AZAD NATIONAL URDU UNIVERSITY, HYDERABAD

- the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.
- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding Rs...../[Rs..... only].
 - (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
 - (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
 - (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
 - (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Hyderabad for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
 - (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
 - (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
 - (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
 - (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
 - (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*] granted to him by the Bank.

Date:

Bank
(Corporate Seal of the Bank)

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

CONTRACT FORM

(Ref. clause 4.3)

CONTRACT AGREEMENT NO. MANUU/ Proctor/...../2017-18 **DATED**

THIS AGREEMENT is made on between the **Registrar, Maulana Azad National Urdu University** (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at Gachibowli, Hyderabad 500032, Telangana State of the One Part,

AND

M/S.....having its registered office at.....(hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender datedfor availing security services at its main campus at Hyderabad under Tender No. MANUU/ Proctor/...../2017-18
- II. AND WHEREAS the Contractor submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
- III. AND WHEREAS the Client has selected M/S.....as the successful bidder ("the Contractor") pursuant to the bidding process and awarded the Letter of Acceptance (LOA) No. to the Contractor on for a total sum of Rs..... [Rupees Only].
- IV. AND WHEREAS the Client desires that the security services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. AND WHEREAS the Contractor acknowledges that the Client shall enter into Contracts with other contractors / parties for the manpower services of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. AND WHEREAS the terms and conditions of this Contract have been fully understood between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing security services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII. AND WHEREAS the Contractor shall be responsible for payment of all statutory taxes and cess to Government of India and the State Government of Telangana, as the case may be. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of taxes, cess etc. charged in the said bill.

VIII. AND WHEREAS the Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance (LoA) issued by the Client.
 - (b) Notice to Proceed (NTP) issued by the Client
 - (c) The complete Bid as submitted by the Contractor.
 - (d) The corrigendum/ addenda, if any, issued by the Client.
 - (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
 - (f) Schedule of Requirements annexed to this Article of Agreement
 - (g) Supplementary Agreements executed from time to time.
3. Any changes/ modifications/ amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

VII. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor
(Authorised Signatory)

Signed on Behalf of
**Maulana Azad National Urdu
University, Hyderabad
(Authorised Signatory)**

ANNEXURE-VIII

CHECK LIST

(Ref. clause 2.5.1)

Sl. No.	Particulars	Strike out (/) which is not applicable
TECHNICAL BID		
1.	Have you signed prescribed 'Bid Cover Letter' on the letter head of the Company ?	Yes / No
2.	Have you signed and put seal of the Company on each page of the tender document and attached the same with your bid?	Yes / No
3.	Have you filled in all the columns of Annexure-II of the tender document with all the relevant information?	Yes / No
4.	Have you attached self attested copies of all the documents required under clause 2.3.2 of Section 2 of the tender document in support of meeting minimum eligibility criteria?	Yes / No
5.	Have you enclosed Bid Security (EMD) for Rs...../- along with the Technical Bid?	Yes / No
6.	Have you put the Technical Bid and Financial Bid in separate sealed envelopes and both the sealed envelopes in a separate big envelope superscribing "Bids for Providing Security Services at MANUU" as required under clause 2.5.1 and 2.5.2 of Section 2 of the tender document?	Yes / No
7.	Have you attached proof of authorization to sign on behalf of the bidder in the Technical Bid?	Yes / No
FINANCIAL BID		
8.	Is your financial bid proposal duly filled in the form prescribed at Annexure-III of the tender document and signed with Company's seal?	Yes / No
9.	Have you quoted prices against each category of security guards?	Yes / No

Signature of authorized signatory
Full Name & Designation
Company's seal