



MAHARSHI DAYANAND UNIVERSITY, ROHTAK

**SECURITY OFFICE
M.D.UNIVERSITY CAMPUS, ROHTAK**

Phone:-01262-293041

Email: securitycontroller@mdurohtak.ac.in

**STANDARD BIDDING DOCUMENT
FOR PROCUREMENT OF
SECURITY SERVICES**

COMPLETE BIDDING DOCUMENT

Name of work: Providing Security Services in MDU Campus.

DNIT Amount: Rs. 18 Crores

TABLE OF CONTENTS

Name of Content	Page No.
Press Note	1
Detailed Notice Inviting Tender	2-4
Instructions to bidder on Electronic Tendering System	5-6
Eligibility Conditions	7
Scope of Work	8
Safety & Security Services by Deployment of Manpower	8-9
General Obligation of the Agency	9-10
Parameters and Process to be Followed	10-12
Duty Hours on all the Seven Days of Week	12
Duties and Responsibilities	12-13
Period of Tendered Work	13
Payment of Bills	13-14
Notice of University	14
Legal Liability and Responsibility of Agency	14-15
Liability of the University	15
Force Majeure	15
Termination of Tender	16
Rejection of Tender	16
Arbitration	16
Security Deposit	16
Penalty Clause	17
Other Conditions of the Tender	17-19
Annexure - I	20-21

PRESS NOTICE

STANDARD BIDDING DOCUMENT FOR PROVIDING SECURITY SERVICES ON BEHALF OF REGISTRAR, MAHARSHI DAYANAND UNIVERSITY (MDU), ROHTAK FROM AGENCIES (COMPANIES/FIRMS/NGOs/EX-SERVICEMEN LEAGUES) WHICH FULFIL THE ELIGIBILITY CONDITIONS LAID IN THE TENDER DOCUMENT FLOATED BY MDU ROHTAK

MAHARSHI DAYANAND UNIVERSITY, ROHTAK	
Notice Inviting Tender	
Name of Work:	Providing Security Services in MDU Campus
Cost:	Rs. 18 Crores
Earnest Money:	(i) From Contractor = Rs. 36 lakhs (ii) From Societies = Rs. 18 lakhs (iii) From MSME = As per Harayana Govt. norms
Time limit	36 Months
Tenders to be received till: 03:00 PM on dated 28.04.2021.	
<p>(i) The tenders will be received only through E-tendering. For further details, please visit website http://www.etenders.hry.nic.in</p> <p>(ii) Cost of Bid document is Rs.20,000/- (non refundable), e- Service Fees is Rs. 1000/- (non refundable) and Earnest Money as stated above will be deposited through online NETBANKING/NEFT/RTGS.</p> <p>(iii) The agencies will keep in touch with the University Website (http://www.etenders.hry.nic.in) for any amendment/addendum till the last date of submission of tender and may incorporate such changes in the tender bids, if required.</p>	

Controller Security
Maharshi Dayanand University,
Rohtak

DETAILED NOTICE INVITING TENDER

E-Tender on behalf of Registrar,MDU,Rohtak is invited for providing security services i.e. Request for Pre-Qualification/Technical Bid (online Bid under PQQ/ Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

Description of work / Items	Appx. Cost	EMD to be deposited by Bidder	Tender Document Fee & e-service/processing fee (Rs.)	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission
Security Services	Rs.18 Crore	Rs.36 lakhs for Contractor & for societies Rs.18 lakhs	Rs.20,000/-for Tender Document fee and Rs.1000/-for e-service/processing fee	02.04.2021	28.04.2021 (03:00 P.M)

- Detailed notice inviting tender can be seen in the office of the undersigned during office hours.
- Bidding documents available on website <http://www.etenders.hry.nic.in>
- The bidders would submit bid through e-tendering only on the website i.e. <http://www.etenders.hry.nic.in>

Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

- The payment for Tender Document Fee, e-Service/Processing Fees and EMD shall be made by eligible bidders through online NETBANKING/NEFT/RTGS.**
- Intending bidders will be mandatorily required to online sign-up (create user account) on the website <http://www.etenders.hry.nic.in> to be eligible to participate in the e-Tender. **He/She will be required to make online payment (as mentioned above) towards EMD fee in due course of time. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allowed to submit his / her bids for the respective events / Tenders.**
- The interested bidders must remit the funds at least T+1 working day (Transaction day + One working Day) in advance i.e. **on or before (as mentioned above); and make payment via NETBANKING/NEFT/RTGS to the beneficiary account number specified under the online generated challan. The intended bidder / Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <http://www.etenders.hry.nic.in>.**

The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:-

Key Dates

Sr. No.	University Stage	Bidder's Stage	Start date and time	Expiry date and time
1		Tender Document Download and Bid Preparation/Submission	02.04.2021	28.04.2021 (03 :00 P.M)
2	Pre-Bid Meeting		19.04.2021 (11:00 A.M) in the Conference Hall of the Registrar's office, MDU, Rohtak	
3	Technical Bid Opening		30.04.2021 (02:00 P.M)	
4	Financial Bid Opening		To be announced later	

* Hard copy of the Technical Documents may be submitted in the office of the Controller Security before the Technical Bid Opening.

Important Note:

- 1) The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.
- 2) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
- 4) In the first instance, the online payment details of tender document fee + e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

The bids shall be submitted online in two separate envelopes:

Envelope 1: Technical Bid

The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

Envelope 2: Commercial Bid

The bidders shall quote the prices in price bid format under Commercial Bid.

CONDITIONS: -

1. The tenderer will keep in touch with the University Website for any change in the NIT/DNIT till the last date/revised last date of online invited tender and incorporate such changes in NIT/DNIT and the tender bids.
2. DNIT & prequalification criteria can be seen on any working day during office hours in office of the undersigned.
3. Conditional tenders will not be entertained & are liable to be rejected.
4. In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of receipt of tenders and other conditions will remain unchanged.
5. The MDU, Rohtak reserves the right to reject any tender or all the tenders without assigning any reason.
6. The societies shall produce an attested copy of the resolution of the Co-operative department for the issuance of tenders.
7. The tender without earnest money/bid security will not be opened.
8. The Jurisdiction of court will be at Rohtak.
9. The tender of the bidder who does not satisfy the qualification criteria in the bid documents will be liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.
10. The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the last date of submission of the tender. If any bidder/tenderer withdraws his bid/tender before the said period or makes any modification in the terms and conditions of the bid, during the fixed validity period, the earnest money shall stand forfeited. Bids shall be valid for 120 days from the date of bid closing i.e. from last date of submission of EMD. In case the last day to accept the tender happens to be holiday, validity to accept tender will be the next working day.
11. Any work, here tendered, may be withdrawn from further processing at any stage at the discretion of the competent authority of the University without assigning any reason.
12. The University reserves the right to accept or reject or negotiate any of the tender or conditions without assigning any reason.
- 13. Standard Biding Document will be applicable wherever required.**

For & on behalf of Registrar, MDU, Rohtak.

**Controller Security,
MDU, Rohtak.**

Endst. No. MDU/CS/2021/_89

Dated :02.04.2021

Copy forwarded to the following for information and necessary action:

1. Superintendent Engineer, PWD & BR Circles, Rohtak
2. Controller Security, Pt. BD Sharma University of Health Sciences, Rohtak/KUK /CCS HAU, Hisar/ GJU, Hisar/ CDLU, Sirsa/ BPS Women University, Khanpur/ DBSCRU, Murthal/ Indira Gandhi University, Meerpur (Rewari)/ Ch. Bansilal University, Bhiwani/ Chaudhary Ranbir Singh University, Jind, Gurugram University, Gurugram,.
3. Director, University Computer Centre, MDU, Rohtak for uploading on the University Website.
4. P.A to Vice-Chancellor (for kind information of the worthy Vice-Chancellor), MDU, Rohtak.
5. P.A to Registrar (for kind information of Registrar), MDU, Rohtak.
6. Notice Board of the Controller office, MDU, Rohtak.

Instructions to Bidder on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender document, wherever relevant and applicable.

1. Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tendering process online are required to get registered on the centralized e - Procurement Portal i.e. <http://www.etenders.hry.nic.in> . Please visit the website for more details.

2. Obtaining a Digital Certificate:

2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details, please visit the website – <http://www.etenders.hry.nic.in> .

2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <http://www.etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.7 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate, however, will remain the same for the new user.

2.8 The same procedure holds true for the authorized users in a Private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3 **Pre-requisites for online bidding:**

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Nextenders (India) Pvt. Ltd. or downloaded from the home page of the website - <http://www.etenders.hry.nic.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

4 **Online Viewing of Detailed Notice Inviting Tenders:**

The bidders can view the detailed NIT and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at <http://www.etenders.hry.nic.in>.

5 **Download of Tender Documents:**

The tender documents can be downloaded free of cost from the eProcurement portal <http://www.etenders.hry.nic.in>

6 **Key Dates:**

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

7 **Online Payment of Tender Document Fee, eService fee , EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):**

(i) Online Payment of Tender Document Fee + e-Service fee:

The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/ Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through NET BANKING/RTGS / NEFT & OTC. The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

(ii) PREPARATION & SUBMISSION OF ONLINE APPLICATIONS/BIDS:

Detailed Tender documents may be downloaded from e-procurement website (<http://www.etenders.hry.nic.in>) and tender mandatorily be submitted online.

Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope: The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the online submission of PQQ or Technical Envelope.

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

For Assistance to the Bidders, Guidelines, Do's and don'ts, please visit (www.etender.haryana.nic.in).

Controller Security,
M.D.U., Rohtak

ELIGIBILITY CONDITIONS

Proposal of willingness for providing comprehensive security services in sealed envelope are invited from Professional Security Agencies (companies/firms/NGOs/ex-servicemen leagues) capable of providing Security Services to the Maharshi Dayanand University, Rohtak. MSMEs may also participate as per Haryana Government Norms. The agencies are required to fulfil the following conditions:

1. At least 80% of persons tendered for job shall be ex-servicemen below 57 years of age and 5% shall be female. All the security personals other than ex-servicemen should also be below 57 years of age.
2. The Agency should be having valid ESI, EPF, PAN & GSTIN.
3. The University shall pay ESI subscription only for employees who are not covered under any other Govt. funded Agency like CGHS/ECHS etc.
4. The Agencies of Security Services, providing the security (work-based), should have average annual turnover of at least Rs.40 Crores during last five financial years ending on 31.03.2020 alongwith having an experience of comprehensive security to big installations, with minimum foot fall of 2000 persons. The Balance Sheet and ITR of the last three financial years should be submitted by the Agency. Agency with higher turnover will be validated as per the criteria given in Annexure-‘I’.
5. Agency should have experience of at least 5 years in providing security services in State/Central Higher Educational Institutions. Additional experience in terms of duration/number of HEIs shall be validated as per criteria given in Annexure-‘I’.
6. The Agency will have to procure Contract Labour Licence from Labour Department, Govt. of Haryana after being awarded the contract within 02 months.
7. (i) The Agency should be registered under PASARA with State Government.
(ii) Agency should be in possession of valid PASARA Licence from Haryana Government at the time of applying for the tender.
(iii) The Agency should not be blacklisted/De-Registered/debarred by any Government department/public Sector Undertaking/Private Sector of INDIA or any other country where it has executed/undertaken the works/services during the last 5 years
8. The Agency will have to establish its working office in Rohtak City itself, just after allotment of work but not later than two weeks.
9. The Agency having its top management located in vicinity of MDU, Rohtak will be given weightage as per the criteria given in Annexure-‘I’.
10. The Agency having higher number of defence force personnel as its registered members will be given weightage as per criteria given in annexure –I.
11. The Agency should have basic infrastructure in terms of Vehicles, i.e., Motorcycles, Scooters, Cars/Jeeps for Patrolling and electronic & non-electronic Gadgets.
12. The Agency should be an ISO certified company.
13. The Agency should be able to deposit the Earnest Money (EMD) of 2% at the time of financial bid in the form of Demand Draft in favour of “Finance Officer, M.D. University, Rohtak, payable at Rohtak”.
14. The Agency should be able to provide a performance security of 5% of Contract Value including the Earnest Money of Rs.36 lakhs in terms of Bank Guarantee to be submitted to the University, valid up to 60 days beyond the contract, which will be renewed from time to time. It will be required to be submitted within 15 days after the receipt of Letter of Intent (LoI).
15. The Agency should be able to provide a Bank Solvency of 10% of the tender amount at the time of Financial Bid.
16. University will invite all applicants for presentation of methodology in execution of work which will be validated as per criteria given in Annexure-I.
17. The Financial Bids of only those Bidders will be opened who are declared qualified (i.e. securing minimum 60% marks in technical bid) as per criteria given in Annexure-I.

Note: At the time of opening of technical bid, each participating Agency will be awarded score on the basis of technical criteria given in Annexure- I.

SCOPE OF WORK

Protection of property and personnel (faculty, staff, students, official visitors and residents) of the University against wilful harm; the University meaning All Gates, Academic Areas, Activity Areas, Hostels, Faculty/Guest Houses, Play Grounds, Open spaces, Residential Houses, Faculty Club, Community Centres, Commercial Centres and Hospital etc. of entire University Campus at MDU, Rohtak.

The Scope of work consists of Safety & Security Services by deployment of manpower in entire MDU Campus at MDU, Rohtak.

1. SAFETY & SECURITY SERVICES BY DEPLOYMENT OF MANPOWER

- 1.1 The Security Agency will be responsible for proper controlling of all the gates and other sensitive points specified by the University from time to time.
- 1.2 Security personnel deployed by the Agency shall check the material/property/ public/casual workers entering and exiting the campus through the procedure of entry pass/gate pass, as laid down by the University.
- 1.3 The Agency will be responsible to handle any nuisance during the entry at the gates at its own level.
- 1.4 Vehicles with Black glasses will not be permitted to enter in the campus. Agency will also be responsible for proper entry of the vehicles from all the gates.
- 1.5 Round the clock security guards (unless specified otherwise) will be deployed at all the points specified by the University which will control the illegal entry.
- 1.6 The Agency will be also responsible for any theft/loss/damage of the property of the buildings. Further the Agency will also be responsible to handle mob/ agitation to avoid any damage of property and shall check that no nuisance is created in the campus. If, required the Agency may take help of the local police at their own level and same will be informed to the competent authority.
- 1.7 The Agency will be responsible for controlling vehicles creating loud noise in the form of using pressure horn, playing loud music, without silencer etc.
- 1.8 The Agency will be responsible to check mischievous elements/unethical behaviour at university parks and all other premises of the university.
- 1.9 The Agency will be responsible to check the movement of unauthorized vehicles (including those having jet-black glasses), drinking of alcohol and other prohibited drugs in the vehicles, university buildings, parks, gardens, etc.
- 1.10 The Agency will be responsible for the protection of cash/ documents etc.(static or in transit) due to burglary in the entire University campus.
- 1.11 The Agency will regulate and control access to gates; prevent misuse of University grounds and facilities by outsiders; prevent trespassing, unauthorized parking, unauthorized construction, squatting in the University Campus, vandalism, breaking of twigs / trees, throwing of garbage and littering. The Agency will ensure proper & timely reporting of any such violation to concerned authorities.

- 1.12 The Agency will carry out lift rescue operations in the University Campus as and when required.
- 1.13 The Agency will undertake fire-fighting operations with provided equipment, as and when required.
- 1.14 The Agency will regulate parking of vehicles at designated areas of the University and also regulate traffic movement at the entry/ exit gates within the campus and ensure that traffic rules are followed.
- 1.15 The Agency will adhere to the Standard Operating Procedures (SOPs) set by the Competent Authority which may be modified from time to time by the Competent Authority/Controller Security.
- 1.16 The Agency will provide extra security guards on one day notice, whenever required.
- 1.17 The Agency will carry out 'on the job' training of Guards at the time of induction and ensure Refresher Training during the period of the contract every 03 months.
- 1.18 The Agency will also carry out regular Mock fire drills, Mock lift rescue operations and Mock Security exercise to train staff, students, faculty and residents every 06 months.
- 1.19 The Agency will prevent defacing/damage of University property, buildings etc. (prevent Graffiti/poster pasting etc.)
- 1.20 The Agency will prevent entry of stray/wild animals into the University Campus.
- 1.21 The Agency will ensure switching off lights/ leakage of water taps of the buildings/common places etc. when not in use and same may be intimated to the concerned officer.
- 1.22 The Agency will be responsible to carry out any other job assigned by the Controller Security or Competent authority in the interest of Security of University.
- 1.23 The Agency must ensure round the clock patrolling of the campus by Quick Response Team (QRT) as mentioned in clause 2.9 (i).
- 1.24 The Agency will provide trained Security Personnel, who can handle Access Control System, CCTVs & Recorders, Computers& Communication, Wireless Surveillance System and Electronic Gadgets etc.

2. GENERAL OBLIGATION OF THE AGENCY

The Agency shall be responsible for the discharging of the following obligation in addition to that mentioned in the scope of work:

- 2.1 Complete safety and security of the entire campus including the internal safety as per instructions issued by the Controller Security from time to time.
- 2.2 The Agency shall be responsible for maintaining the register for material/equipment/machinery coming in or going out from the buildings as directed by the Controlling Officer/Controller Security or competent authority.
- 2.3 The name and helpline No. of the attendant is to be provided by the Agency, who will sit in the control room for receiving /recording of all types of complaints regarding safety and security, and report to the concerned person of the Agency.
- 2.4 One overall Security Officer/Incharge will be deputed by the Agency in the University Campus. The Agency will deploy at least one Supervisor in each shift.
- 2.5 The Agency shall be responsible to provide lady guards for specific areas /buildings as per the direction of the Controlling Officer/Security Incharge.
- 2.6 The Agency will ensure that one lady guard, seniormost amongst the lady guards provided by the Agency, will deal with the issues related to the lady guards.
- 2.7 The Agency will have to be equipped with 5 hand held metal detector, 20 hand held search lights and 10 sets of portable radios / Walky –Talky for M.D. University Campus, Rohtak.

The portable radios / Walky – Talky and similar / such instruments should be under license issued as per the rules / provisions of Indian Telegraph Act & Rules / Indian Wireless Telegraph Act Rules.

- 2.8 The Agency shall be responsible for engaging the extra manpower during the crisis/functions/seminars/festivals/VIP Visit etc. However, no extra payment will be given for engaging extra manpower.
- 2.9 The Agency shall deploy minimum manpower/security guards round the clock as per following details:

Shift	Shift-A 06:00 AM to 02:00 PM	Shift-B 02:00 PM to 10:00 PM	Shift-C 10:00 PM to 06:00 AM	General Morning Shift 09:00 AM to 05:00 PM (Including Sunday)	General Morning Shift 09:00 AM to 05:00 PM (Excluding Sunday)
No. of Security Guards	49	50	46	6	31**
No. of Security Supervisors	2	2	1	-	-
No. of IT Supervisors	-	-	-	-	1**
Camera Operators	2	2	2	2	-
Drivers	2	2	1	-	-
No. Of Rest Relievers	26 [For deployment of above mentioned manpower round the clock (excluding against those marked as **). This provision of rest relievers has been made keeping in view the fact that one personnel can work for 26 days in a month as per Labour Law.]				

- (i) For purpose of the Quick Response Team (QRT), two Jeeps equipped with security gadgets, i.e., Radio Set, Torch Light, Mike, Hooter, etc. including fuel and maintenance alongwith a driver, a security supervisor and two security guards (already included in the above table) will be made available by the Agency in the security control office, which will be patrolling the entire campus round the clock or as directed by the Controller Security.
- (ii) In addition to above, one overall Incharge will be deployed by the Agency in the University Campus.
- 2.10 A complete list of the Security personnel to be engaged by the Agency for deployment at the campus, shall be furnished by the Agency along with complete address and other antecedents after acceptance of tender. The Agency should deploy only those personnel whose antecedents have been verified by the Haryana Police. The Agency should submit an indemnity bond in support of having Police verification for all deployed personnel to the University and the Agency will be solely responsible for the deployed personnel in the University.
- 2.11 The Agency shall inform to the concerned authority for any replacement of manpower deployed in the University Campus.
- 2.12 The Agency shall submit the weekly duty chart prior to the commencement of the week and the daily attendance sheet of all the security personnel deployed in the University to the Authorized officer of the University, failure to do so will result in non-payment for the day/days for which the duty chart/attendance sheet is not furnished.
- 2.13 In case of any eventuality arises, University reserves the right to reduce/increase the minimum manpower and amount will be reduced/increased accordingly.

3. PARAMETERS AND PROCESS TO BE FOLLOWED

- 3.1 Various categories/specifications of security personnel shall be as under:

- (i) At least 80% of the security personnel amongst the security guards shall be Ex-Servicemen/Ex-Para Military Forces Personnel, below 57 years of age.
- (ii) The Security Officer/Supervisors should be Ex-Servicemen/Ex-Para Military Forces Personnel below 57 years of age having minimum five years of experience to handle security arrangement. Security Supervisor should be able to supervise fire fighting and lift rescue operations.
- (iii) The personnel deployed must be medically fit for the job and free from any contagious disease.
- (iv) Educational Qualification, & Experience, age & height for Security and other Personnel should be as follows:

	Security Officer/Incharge	Security Supervisor	Ex Servicemen Security Guards	*Trained Security Guard	Ladies Security Guard	Driver	IT Supervisor	Camera Operator
Age (In years)	Min. 35 Max. 57	Min. 35 Max. 57	Min. 35 Max. 57	Min. 25 Max. 57	Min. 25 Max. 57	Min. 25 Max. 50	Min. 25 Max. 50	Min. 21 Max. 50
Height (Min.)	5' 7"	5' 7"	5' 7"	5' 5"	5' 4"	5' 6"	-	-
Educational Qualification	Retd. as JCO	Retd. as Sub 10 th or Army Edu	10 th or Army Edu	Matric	Matric	Matric	B.Tech./M.Tech. or higher in IT/CSE	10+2 and IT Diploma of 2 years or above
Experience (in years)	Min. 15	Min. 5	Min. 5	Min. 3	-	Min. 5	Min. 5	Min. 2

***Trained Security Guards should possess formal security training certificate as per 'PASARA' Act.**

- 3.2 If any security personnel deployed/deputed by the Security Agency does not report at the designated place, the Agency will depute/deploy alternate security personnel and no extra payment shall be made by the University in this regard.
- 3.3 The University will arrange to provide lock/seal for stores, godowns and offices etc. of the university.
- 3.4 The University will be authorized to fix timing of the various duty shifts. A single duty shift will have normal duration of eight hours. In case of compelling reasons, if the duty shift is to be extended, the same shall not be resorted to by the Agency without the prior consent of the University.
- 3.5 The Agency shall provide Uniform to all security personnel on duty according to season i.e. summer uniform during summer, winter uniform during winter along with badge bearing his/her name and designation. The dress shall be neat & clean and of uniform colour and design. Also, every security guard on duty must keep his/her photo ID.
- 3.6 The Agency shall provide Fire uniform / equipment such as Gumboot, Helmet, Gloves, Extension Ladder, Rope, Safety belt, Tool kits & other related equipment for the fire safety in the campus.
- 3.7 The Agency shall ensure good behaviour of security personnel with officers/officials/students of University/students and visitors to the University.
- 3.8 The Security Personnel shall abstain from taking part in any staff union/association activities.
- 3.9 The Agency will ensure that unauthorized entry is not permitted at any entry point. It will also ensure the entry of only legitimate visitors without causing unnecessary embarrassment.

- 3.10 The Security personnel shall ensure that the entry of visitors (Pedestrians, Scooterist, Motor Cyclist or Motorist) be allowed only after recording and verifying identity details as may be necessary in the register at the entrance gates and will check and regulate entry of vehicle as per direction of the concerned authority.
- 3.11 If any lapse in security is found at any place, the University will deduct double of the amount payable for that place.
- 3.12 The Agency will ensure on regular basis the quality performance of duty and discipline of the Security personnel and will prepare daily reports which will be submitted to the concerned authority.
- 3.13 Non-satisfactory handling of any service or any incident which the Agency is supposed to handle as Security Agency, will result in imposing a penalty. The magnitude of such penalty will be decided by the University Committee, if not stated otherwise in the agreement. The amount of such penalty will be deducted from the running bill of the Agency. Repeated unsatisfactory report about the functioning of the Agency shall lead to initiate action as per relevant clauses of the tender document.
- 3.14 The University will not provide any stationery and other allied items for the maintenance of Records.
- 3.15 As and when the University requires security services on temporary or regular basis for other MDU governed place(s), beyond the scope of work mentioned in the tender, the Agency will depute such security personnel under the same terms and conditions with mutual consent.
- 3.16 The Agency shall also provide following items/articles at its own cost :-
- (i) Jeeps with fuel and maintenance.
 - (ii) Torches and cells to the security personnel on night duty.
 - (iii) Duty charts of specified locations.
 - (iv) Raincoats to their security personnel in rain.
 - (v) Stationary & allied items for keeping the records.
 - (vi) Bent Rod (Lathi) to guards.
 - (vii) Unique ID Cards issued by the security Agency to every security personnel.
 - (viii) Bio-metric machines with software duly approved by the University and maintain the attendance register properly.
 - (ix) Maintenance/upkeep of above items/articles to be ensured by the security Agency. Nothing extra shall be paid by the University on this account.
 - (x) Any other item required for safety and security purpose.
- 3.17 The Agency shall prepare the SOPs for safety and security of the campus personnel and property in consultation with competent authority.
- 3.18 Any liability arising out of any litigation (including those in consumer courts) due to any act of Agency's personnel shall be directly borne by the Agency including all expenses/fines. The concerned Agency's personnel shall attend the court as and when required.
- 3.19 Security personnel shall be hired by the security Agency. Security Agency shall have full control and supervision on the acts of its security personnel including their employment etc. Agency shall indemnify the University regarding any claim of the personnel w.r.t. employment or anything else, whatsoever.

4. DUTY HOURS (FOR ALL RANK EXCEPT SECURITY OFFICER) ON ALL THE SEVEN DAYS OF WEEK.

- 4.1 First Shift 06:00 a.m. to 02:00 p.m.
- 4.2 Second shift 02:00 p.m. to 10:00 p.m.
- 4.3 Third shift 10:00 p.m. to 06:00 a.m.
- 4.4 General morning shift – 09:00 a.m. to 05:00 p.m. (with staggered Lunch Break with appropriate arrangement to be made by the Agency)
- 4.5 The University may change Duty timings as per requirement and necessity.

5. DUTIES AND RESPONSIBILITIES

- 5.1 The respective Security Personnel/ Security Supervisor/ Security Officer will be responsible for overall Security arrangements of the University.
- 5.2 The Security Officer will ensure that all the instructions of the University are strictly followed in true spirit without any lapse.

- 5.3 The security personnel will also take rounds of all the important sensitive points regularly and the duty report will be prepared at the interval of every shift and submitted to the Controller Security of the University.
- 5.4 The security personnel will be on duty round the clock in all the shifts of eight hours each as per requirement and will take care of all the property of the University.
- 5.5 The Security personnel are required to keep the keys of all main entrance of buildings, where they are deployed and open and close the same as & when required by the authorized officials.
- 5.6 The Security personnel deployed at the Entry and Exit Gates are required to open and close the gates, whenever an authorized vehicle enter/exits through the gates.
- 5.7 It will be the duty of the Security personnel to open the locks of the main entrance of the buildings to enable cleaning operations. They are also required to be present and vigilant in the campus during the entire work of the cleaning operations. Moreover, they will also open the premises as and when required for Civil/Public Health & Electrical maintenance works by authorized officials on holidays. Authentic Record of every maintenance activity in the campus will be maintained, in consultation with the University, which should be made available for any later date for investigation, if required.
- 5.8 The Security personnel shall carry out such other duties as are entrusted to them from time to time by the University.
- 5.9 Entry of street Dogs and cattle's etc. into the campus will be prevented by the Security personnel.
- 5.10 The Security personnel on duty shall take care and immediately inform about the leakage in the water taps, valves and water hydrants installed in the open area and other parts of premises.
- 5.11 The Security personnel shall ensure that flowers, plants, trees and grassy lawns are not damaged by the staff or students or by the outsiders.
- 5.12 The Security personnel will also help the fire fighting staff in extinguishing / controlling the fire, or meeting any exigency, if there is a fire or other natural calamities at the site. The Security personnel deployed should be well trained and conversant with the fire fighting procedure and apparatus at the site. A certificate to the effect that the personnel deployed on site are conversant with Basic Fire Fighting Techniques and conversant with the Evacuation procedure of the campus, shall be furnished by the Agency within one month of commencement of providing service. In case of change in staff, it will have to be resubmitted along with notification of change, well in advance.
- 5.13 The security personnel will be trained and conversant with the lift rescue operation.
- 5.14 The Security personnel shall be available all the time as per their duty roster and they shall not leave their place of duty without the prior permission of the Controller Security or they are duly relieved, even if it results in extended duty hours.

6. PERIOD OF TENDERED WORK

The tender will be awarded initially for Three (3) years which can be extended for another two year in the mode of 1+1(year). However, the extension of contract will be solely at the discretion of University at the same terms and conditions. The contract will automatically stand terminated on completion of three years if the same is not extended. The decision of Competent Authority shall be final & binding upon the Security Agency.

7. PAYMENTS OF BILLS

- 7.1 The service provider will ensure that the wages, other statutory benefits and other obligations, contributions of ESI, EPF, GST or other applicable taxes in respect of working personnel being engaged/ deployed by the Agency are paid in time as per service agreement. The Agency will provide evidence of payment of dues of staff engaged/deployed personnel in the manner agreed upon between the parties. All the dues of the engaged personnel will be liquidated through **“ESCROW ACCOUNT”**

- 7.2 Payment will be done by University after verification of the bills by the controlling officer. The bills shall be submitted in triplicate along with requisite documents i.e. Attendance Record through Bio-metric system installed or through attendance register maintained by the security Agency. The disbursement of wages will be made by cheque/ECS (Electronic Clearance Service) by the Agency to be awarded the contract and a copy of the same shall be submitted by the Agency to the office of officer In-charge (E&S) for record and necessary action.
- 7.3 Wherever any over payment comes to the notice of University, the same shall be deducted by University from any sum due or which at any time thereafter may become due to the Agency under this tender/agreement/contract and failing that under any other tender/contract/agreement with University or from the Security deposit of the Agency, whatever the case maybe.
- 7.4 If as a result of such audit and technical examination, any overpayment is discovered in respect of any work done by the Agency or alleged to have been done by the Agency under the tender/agreement/contract, it shall be recovered by University from the Agency by any or all the methods prescribed above or through a Court of law as the situation warrants.
- 7.5 Last payment as well as security of the Agency will be cleared only after ascertaining clearance of any liability pending with the Agency.
- 7.6 The Agency will be liable to pay salary to the manpower engaged by 7th day of next month as per the Labour law Act.
- 7.7 Monthly bill will be raised by the Agency alongwith all supporting documents including actual payment receipt of workers timely and the payment will be released by the University at the earliest after duly verification.

8. NOTICE OF UNIVERSITY

Subject to as otherwise provided in this Tender, all notices to be given on behalf of University and all other actions to be taken on its behalf may be given or taken by the Registrar or any other official authorized by the University.

9. LEGAL LIABILITY AND RESPONSIBILITY OF AGENCY

- 9.1 The Agency shall compensate the full loss sustained by University on account of theft, burglary or tempering with locks of the premises. The amount of loss to be compensated, shall be assessed by the University and the same shall be binding on the Agency. In addition to this, Agency shall also be liable to pay a penalty, in each case, for theft in the Campus. The Agency shall also be fully responsible for any loss of office equipment, Fixtures and any Article installed on the campus. All losses suffered by the University on this account, lapse of security services, shall be compensated fully by the Agency.
- 9.2 It will be the responsibility of the Agency to get all the related clearances as applicable under the Indian Laws and complete the necessary formalities as required under relevant statutes, rules and regulations, including Private Security Agencies (Regulation) Act, 2005 (29 of 2005) and any other act applicable.
- 9.3 The Agency shall comply with all the statutory provisions as laid down under various Labour Laws/Act/Rules & Regulations and other Labour Laws/Acts/Rules in force from time to time at its own cost. In case of violation of such statutory provisions under Labour Laws and/or any other law applicable, by the Agency, there will not be any liability on part of the University.
- 9.4 By virtue of the provisions of the Workman's Compensation Act or any other Act, the University if obliged to pay compensation to person employed by the Agency in execution of the work, then the University will be entitled to recover the same from the Agency. The full amount of compensation so paid shall be recovered from the Agency.
- 9.5 The Agency will maintain all the relevant records, register and documents as required by the Labour Department, Regional Provident Funds Commissioner and Employees State Insurance Corporation or other local bodies as per the existing rules and/or regulations as amended from time to time.

- 9.6 The Agency shall indemnify the University against all damages/charges and expenses for which the University is held liable or pays on account of the negligence of the Agency or its servants or any persons under its control, whether in respect of accident, injury to the person or damages to the property of any member of the public or any persons or in executing the work or otherwise and against all claims and demands thereof.
- 9.7 In case, any public complaint is received attributable to misconduct/misbehaviour of Agency's personnel, a monetary penalty for such incident shall be levied and the same shall be deducted from Agency's bill. Further the concerned Agency personnel shall be removed from the University immediately in case of repeated misconduct.
- 9.8 In case the Agency fails to commence/ execute the work as stipulated in the agreement or in case of unsatisfactory performance or does not meet statutory requirements of the contract, University reserves the right to impose the penalty as detailed below:-
- i 0.5% of cost of order/agreement per day subject to maximum of 10%.
 - ii After four weeks delay, University reserves the right to cancel the contract. The Agency shall be blacklisted for a period of 5 years from participating in any such type of work and Earnest Money will be forfeited.
- 9.9 The Agency shall ensure that its personnel shall not at any time, without the consent of University in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by University and shall not disclose to any information about the affairs of University. This clause is not applicable to the information which becomes public knowledge.
- 9.10 The Agency shall not engage any sub Agency or transfer the contract to any other person in any manner.
- 9.11 The Agency shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by University.

10. LIABILITY OF THE UNIVERSITY

- 10.1 The University shall be liable to pay the bills as per terms and conditions to be entered before commencement of the work.
- 10.2 The University will not provide any residential accommodation to the Security personnel employed by the Agency. No cooking or lodging shall be allowed in the University for the personnel engaged by the Agency.
- 10.3 The University will be under no obligation to provide employment to any personnel of the Agency after expiry of tender/agreement/contract period and the University recognizes no employer-employee relationship between University and the personnel deployed by the Agency.
- 10.4 The University shall not be responsible financially or otherwise for any injury or any other health problem to the security personnel in the course of performing the Security duties as per this tender.

11. FORCE MAJEURE

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligations, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations and performance thereof under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is greater, either party may as its option terminate the contract.

12. TERMINATION OF TENDER

- 12.1 If the Agency at any time makes default in executing security services with due diligence and continue to do so, and / or the Agency commits defaults in complying with any of the terms and conditions of tender and does not re-modify it or does not take effective remedial steps, or fails to complete the work as per terms and conditions of the tender and does not complete them within the period specified in the notice given to it in writing, the University may without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to the Agency, cancel the tender/contract/agreement by serving one month's notice and security deposit of the Agency will also be liable to be forfeited by the University.
- 12.2 The University reserves the right to terminate the contract without assigning any reason by giving one month's notice to the Agency. On the expiry of the said period of notice, the tender/contract/agreement shall come to an end without prejudice to any right of remedy that may be accrued to the Agency.
- 12.3 If any information furnished by the Agency is found to be incorrect at any time, the tender/contract/agreement is liable to be terminated and the security deposit will be forfeited by the University.
- 12.4 In case the Agency wants to terminate the tender/contract/agreement, it shall have to give three month's notice in advance to this effect to the University.

13. REJECTION OF TENDER

- 13.1 The Registrar of the University may reject any or all tender(s) without assigning any reason.
- 13.2 If the bidder proposes any alternation in or addition/deletion to the prescribed format of tender or decline to carry out any work mentioned in the tender document; or any conditions therein, his/her tender will be liable to be rejected.

14 ARBITRATION

Any dispute arising out of and / or in relation to this agreement shall be resolved through Arbitration in terms of Arbitration & Conciliation Act, 1996. Any party may approach the Hon'ble Vice Chancellor in writing with copy to other party for appointment of Sole Arbitrator. The Hon'ble Vice Chancellor may appoint any person as Sole Arbitrator and refer the matter for Arbitration. The decision of the Sole Arbitrator, so appointed, shall be final and binding upon the parties.

15 SECURITY DEPOSIT

- 15.1 The Earnest Money Deposit of the successful bidder shall be adjusted towards performance Security if the offer is accepted by the Competent Authority.
- 15.2 The performance security of 5% of contract value including the earnest money of **Rs. 36 Lakh** required to be submitted by the Agency within 15 days of receipt of LOI. The balance security (excluding **Rs. 36 Lakh**) may be in the form of bank guarantee in the name of Finance Officer, MDU, Rohtak. It will be retained minimum for three years or till the performance of the contract whichever is later. The security shall be forfeited if the Agency backs out without any reason from the contract besides forfeiting the due payment to the Agency by MDU at that time.
- 15.3 No interest shall be paid by the University on Earnest Money or Security Deposit.
- 15.4 In case of non submission of Performance Security within specified time, the earnest money will be forfeited and work may be assigned to next lowest bid.

16 PENALTY CLAUSE

The following penalties will be imposed:

- 16.1 If the agency deploys less than 80% of ex-serviceman guards in the University, the penalty @Rs. 1000/- per guard/per day on the number of guards deficit to the extent of 80%.
- 16.2 In case any Security Guard is found absent from the duty and if no alternative arrangement is made by the Agency, then a penalty of Rs 1000/- per guard per duty.
- 16.3 For violation of any of the condition of the contract, Rs.10000/- per default.
- 16.4 For misbehaving on part of security staff Rs. 2000/- per default
- 16.5 For non-wearing of uniform and/or identity card Rs.2000/- per default.
- 16.6 For causing damage to property i.e. University's building and other properties at M.D.University Campus Rohtak– market value of such property or Rs. 10000/-, whichever is higher, per default.
- 16.7 For theft or removal of any item(s) for which the Agency is not authorized, three times of the market value of such property or Rs. 10000/-, whichever is higher, per default.

17 OTHER CONDITIONS OF THE TENDER

- 17.1 Change in the name of the Agency will not be allowed. The authorized signatory of Agency with seal of Agency Firm Company should sign every paper of the tender. In case any person signs the tender/contract/agreement on behalf of Agency, he will produce letter of authority/resolution passed by the Agency empowering him to sign the tender/agreement/contract on behalf of the Agency.
- 17.2 No change in constitution/shareholding of the successful Agency will be done under any circumstances without the prior approval of the University in writing.
- 17.3 The University will deduct Income Taxes/GST TDS at source or any other tax as applicable from time to time.
- 17.4 The tender shall remain valid and open for acceptance for a period of 120 days from the last date of Submission of tender.
- 17.5 The Agency submitting the tender will be presumed to have considered and accepted all the terms and conditions of this tender.
- 17.6 Any person who is in Government Service or an employee of the University should not be made a partner/member to the tender by the Agency directly or indirectly in any manner whatsoever.
- 17.7 The Agency shall not transfer the tender to any other person in any manner. The Agency shall not be permitted to sub-contract the work to any other person/firm/Agency.
- 17.8 Any other provisions as required by the University shall be incorporated in the agreement to be executed by the Agency and the same shall be binding on the Agency.
- 17.9 The security Agency shall provide a non-judicial stamp paper of Rs. 100/- for preparing a contract / agreement. The successful Agency shall enter into a contract/ agreement with the University as per the terms and conditions of the tender within one month from the issuance of letter of acceptance or whenever called upon to do so by the University, whichever is earlier. No payment shall be released without signing of agreement.
- 17.10 University shall be at liberty to direct the Agency to remove from the work, any person employed by the Agency, who in the opinion of University misconducts himself/herself or is incompetent or negligent in the proper performance of his/her duties or is infirm and invalid/or indulges in unlawful activity or the like and such person shall not be again employed on the work without written permission of the University.
- 17.11 All the terms and conditions contained in this tender document will be a part and parcel of the agreement/contract to the executed by the Agency with the University including correspondence leading to award of work.
- 17.12 Once the Competent Authority accepts the tender, the Agency will be liable to provide the Security service within 15 days from the date of issuance of letter of intent. In such eventuality of non-commencement of work, within the prescribed time limit, University further reserves the right to get the work done from some other agencies and also shall cancel the tender/agreement/contract. The contracting Agency shall be black listed by the University

- for a period of four years from participating in such type of tender of the University and its earnest money/performance security deposit shall be forfeited.
- 17.13 Canvassing in connection with the tender is strictly prohibited. Tender must be unconditional.
- 17.14 Tender not conforming to the requirement as per the terms and conditions is liable to be rejected and no correspondence shall be entertained whatsoever.
- 17.15 Any extra claim which is not mentioned in the Financial Bid specifically shall not be entertained.
- 17.16 For any clarification regarding the scope of work and /or any terms and conditions of tender the intending Agency in person can seek clarification from the Controller Security on any working day during office hours, with prior appointment, before last date of submission of tender. No representation, whatsoever, will be entertained after the tenders have been opened and all the decisions taken by the University will be binding on the Agency.
- 17.17 The Security personnel deployed by the Agency shall not consume liquor or any other intoxicant while on duty otherwise suitable penalty will be imposed as per rules.
- 17.18 All the documents pertaining to the Firm, Company, NGO etc submitted by the Agency should bear the same name and address, as recorded earlier in EOI. In case of any variation, it should be specifically clarified, as to whether the changes have been duly notified to the respective Authority and proof of acceptance by the Authority must be attached with the respective document submitted by the Agency.
- 17.19 Tender for Any act on the part of the Agency to influence anybody in the University is liable for rejection of his tender.
- 17.20 The staff of the Agency shall work under overall supervision and directions of Controller Security of Maharshi Dayanand University Campus Rohtak or as notified by University from time to time.
- 17.21 The Agency appointed for providing above services shall enter into a binding agreement with the University for the execution of services wherein all the obligations of both the parties shall be spelt out.
- 17.22 The payment terms shall be as under:-
- i. The Agency shall raise the bills to Controller Security on monthly basis along with all supporting documents.
 - ii. Payment of the bills shall be made to the Agency as early as possible and subject to satisfactory report of the work from the Controller Security.
 - iii. TDS towards income tax and any other statutory taxes/cesses/levies as per rules on the rates prevalent at the time shall be deducted at source and deposited with the quarter concerned.
- 17.23 Acceptance of the technical and financial bids rest with the Tender Committee which will give its decision as per the criteria given at Annexure-'I'.
- 17.24 The acceptance of the tender shall rest with the committee constituted for the purpose and the committee does not bind itself to accept the lowest quotation and reserves the right to reject any or all items of quotation/tender without assigning any reason therefore. The Committee also reserves the right to accept quotation/tender in part or whole i.e. any item or any quantity and to reject it for the rest or to accept the tender in toto.
- 17.25 If the performance of the Agency is not found satisfactory at any time during the contract period, the University shall be at liberty to terminate the contract without any liability on its part by giving one month notice.
- 17.26 The Agency shall indemnify/ compensate MDU and its properties against any loss and/ or damage caused or likely to be caused by any omission/neglect/ action, demand, proceedings, prosecutions, attachments, non-payment of taxes, non-clearance of liabilities, non-observance of statutory laws/ rules of the local bodies/ state/ central Governments and the like arising due to its workmen's fault and /or deficiency/ negligence.
- 17.27 The University shall not be responsible for payment of any claim whatsoever made by the workmen engaged by the Agency. The service provider will ensure all the safety precautions required for a job and ensure that his/her workmen are insured for any mishappening in spite of all the precautions.
- 17.28 The Agency shall be responsible for fulfilling its obligation towards its employees under various Labour Laws as applicable and amended from time to time. The ESI and EPF Challan

- will be submitted along with the bills by the Agency. No payment will be released without proof of depositing of ESI & EPF payments of previous months of the employees engaged by the Agency for this contract.
- 17.29 The dispute if any shall be subject to the jurisdiction of courts at Rohtak. Any other jurisdiction mentioned in the quotation/ tender or invoices or any other document shall have no legal sanctity.
- 17.30 Any dispute arising with regard to any aspect of the contract shall be settled through mutual consultations and agreement between the contractor and the university. In case settlement is not arrived at, the dispute (s) will come under the purview of Indian Arbitration Act 1996 and the area of jurisdiction shall be Rohtak.
- 17.31 **Amendment to the Agreement:-**
The obligations of Agency and MDU have been spelt out of the agreement. However, during the operation of the agreement, circumstances may arise which may call for amendment or modification of the terms and conditions of this agreement. In such a situation, the amendments/ modifications as may be mutually agreed upon shall be incorporated in this agreement.
- 17.32 **Doubts/Ambiguities:-**
If any doubt or ambiguity arises as to the meaning and effect of any provision(s) of this agreement, the same shall be referred to the Vice-Chancellor, MDU, Rohtak for clarification. The clarification so provided by the Vice-Chancellor shall be binding.
- 17.33 Copies of all correspondence between the Controller Security and the Agency will be endorsed to the Registrar. All instructions/ directions of the Controller Security and compliance report etc. by the Agency shall be in writing. There shall be no verbal communication in these matters.
- 17.34 The Agency will pay the wages to their employees as per DC rate or minimum wages of Rohtak, whichever will be higher.
- 17.35 The specific instructions within the parameters of the service contract after conclusion of the contract will be issued by respective Heads/In charges of the buildings.
- 17.36 The Agency should pay the wages to their employees strictly as per labour laws. The service provider shall intimate the date of payment to the Controller Security whose authorized representatives will have full authority to check the payments and the documents pertaining to the payments.
- 17.37 All types of Register/formats should be maintained by the Agency as per Labour Act.
- 17.38 In case of failure of the Agency after assigning the contract, the University reserves the right to call the other two highest score tenderers as per criteria at Annexure-I for award of the contract at the negotiated rates at the risk and cost of the engaged Agency or otherwise to carry out the work at the risk and cost of the engaged Agency or otherwise to carry out the work at their own risk and cost by other means as deemed fit by University.
- 17.39 The service provider shall raise the bills to the Controller Security on monthly basis who will process the bills and make payments after getting fully satisfied.
- 17.40 MDU shall make payment of the bills at the earliest after submission of correct and complete bills alongwith satisfactory report of the work from officers referred to.
- 17.41 The performance security of 5% of contract value including the earnest money of Rs.36 Lakh will be submitted by the Agency within 15 days of receipt of LOI in the form of bank guarantee in the name of Finance Officer, MDU, Rohtak. It will be retained minimum for three years or till the performance of the contract whichever is higher. The security shall be forfeited if the Agency backs out without any reason from the contract besides forfeiting the due payment to the Agency by MDU at that time.
- 17.42 Controller Security will be the Officer in-Charge of Physical Security work.
- 17.43 The proper functioning and maintenance of the entire surveillance system will be responsibility of the Agency during contract period.
- 17.44 The University reserves the right to negotiate with one or all the bidders for the work.
- 17.45 Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause, which is beneficial to the MDU, Rohtak will be considered.

Quality and Cost based Criteria for Selection of Agencies

Selection Criteria will consist of two parts, i.e., technical criteria and financial bid. **Final score will consist of the sum of 70% of the technical criteria score and 30% of the financial bid score of the Agency. The Agency having maximum final score will be awarded the contract.**

A. Technical Criteria (Qualifying score 60%):

- 1) Average Annual Turnover(in Crores) for the last 5 years: Max. Marks: 10

<u>Average Annual Turnover</u>	<u>Marks</u>
Above 40 but \leq 50	02
Above 50 but \leq 60	04
Above 60 but \leq 70	06
Above 70 but \leq 80	08
Above 80	10

- 2) Work Experience – Duration: Max. Marks: 10

<u>Experience in years</u>	<u>Marks</u>
6 years	02
7 years	04
8 years	06
9 years	08
10 years and above	10

- 3) Number of Govt. Higher Educational Institutes/IITs/NITs/IIMs where Security Services Provided with minimum manpower 100: Max. Marks: 20

<u>No. of Universities/Institutes</u>	<u>Marks</u>
2	03
3	06
4	09
5	12
6	15
7	18
8 and above	20

- 4) Location of the Agency's Top Management/Headquarter as per PASARA Licence: Max. Marks: 20

<u>Distance in KM from University</u>	<u>Marks</u>
More than 100 KM	03
50-100 KM	05
Less than 50 KM but out of Rohtak Town	10
In Rohtak Town	20

5) Category of Registered Members (Atleast 100) of Agency: **Max. Marks: 20**

<u>Members Details</u>	<u>Marks</u>
100% members as Ex-Serviceman	20
100% members comprising atleast 50% as Ex-Serviceman and reminaing as ArdhSainikBal	15
100% members as retired ArdhSainikBal	10
At least 50% members Ex-Serviceman/ ArdhSainikBal	05

6) Deployment Methodology and Presentation: **Max. Marks: 20**

The bidder shall make a technical presentation on the proposed methodology of selection, deployment and training of workmen and safety management duly supported by appropriate documents before the technical evaluation committee which will award marks for the same as per following criteria:

1. Selection Procedure of Workmen	05
2. Deployment and Training of the Workmen	05
3. Safety Management Aspect	10

B. Financial Bid:

The Financial Bid will be opened only for those bidders who score atleast 60% marks in technical criteria as depicted in **A(Sr. No. 1 to 6 above)** in addition to satisfaction of other eligibility conditions mentioned in this tender document and hence declared 'qualified'. The bidders will submit financial bid of service charge as a percent figure upto two decimal places. The financial score will be obtained from the quoted rate (service charge) by the following formula:

$$\text{Financial Score} = \frac{\text{Rat Quoted by } L_1 \times 100}{\text{Rate quoted by the Agency}}$$

Notes:

- (i) L_1 means Lowest Rate Bidder
- (ii) All the conditions mentioned in the Technical Criteria must be fulfilled on the date of notification of the tender.
- (iii) Financial bid, if found at a rate less than that prescribed by Haryana Govt., will be liable to be rejected.

Checklist/Minimum Documents to be uploaded by the Bidder

- | | |
|---|----------|
| 1. Proof of turnover is attached. | Yes / No |
| 2. Proof of footfall of 2000 Security persons during last 5 years is attached. | Yes/No |
| 3. Proof of service provided in Govt. Higher Educational Institutes with minimum 100 persons is attached. | Yes/No |
| 4. Proof of Experience duration is attached. | Yes/No |
| 5. Proof of ISO Certified company is attached. | Yes / No |
| 6. Proof of Balance Sheet of last 3 years is attached. | Yes / No |
| 7. Proof of ITR of last 3 years is attached. | Yes / No |
| 8. Proof of handling e-Security System is attached | Yes / No |
| 9. Hardcopy of the proposal for Deployment Methodology is attached. | Yes/No |
| 10. Proofs of all type of licences / registrations related with Security business are attached. | Yes/No |
| 11. Undertaking regarding Non-Blacklist is attached. | Yes/No |
| 12. Proofs of GST No., EPF, ESI, Pasara and PAN No. are attached. | Yes/No |
| 13. Memorandum of the Agency is attached. | Yes/No |
| 14. Proofs of satisfactory service providing to the Institutions/
Organizations along with strength of workmen are attached. | Yes/No |

**UNDETRAKING TO BE FURNISHED ON THE AGENCY LETTER HEAD WITH REGARD
TO NON-BLACKLISTING/NON-DEBARMENT BY ORGANIZATION.**

We hereby confirm and declare that we, M/S. _____
is not blacklisted/de-registered/ debarred by any Government Department/Public Sector
Undertaking/Private Sector of India or any other Country for which it has
Executed/Undertaken the works/ Services during last 5 years.

For _____

Authorised Signatory

Date:

NUMBER #		TEXT #		NUMBER #		TEXT #	
Sl. No.	Item Description	Quantity	Units	Total BASIC RATE of 228 persons including all charges i.e PF, ESI, LWF.	Service Charges in Percentage (%)	GST or Other applicable taxes	
1	2	3	4	5	6	7	
1	Security Services round the clock including rest reliever	228	nos	As per DC rates/Govt. Norms applicable from time to time		As per Govt. Rules	
Quoted Service Charges in Percentage				0.00			