



HIMACHAL PRADESH TECHNICAL UNIVERSITY, HAMIRPUR

Established under State Legislative Act-16 of 2010

Tender No. 01/2022/HPTU-7464

Dated: 04.01.2022

NOTICE INVITING TENDER FOR SECURITY SERVICES

Sealed Tenders are hereby invited for deployment of security guards. Document and form along with term and conditions etc. can be downloaded from the university website **www.himtu.ac.in**.

Interested/eligible parties may submit their tenders in the prescribed format along with tender processing fee non refundable of **Rs. 1000/- (Rupees One Thousand only)** through Demand Draft and EMD as stipulated in Tender Document by **28th January, 2022 (11.00 AM)**. The tenders shall be opened on the date, place and time mentioned in the Tender document.

-Sd-
REGISTRAR

Camp Office: V.P.O Daruhi, Tehsil & District Hamirpur (H.P.) – 177001 Phone : (01972) 226902, Fax: (01972) 226901, E-mail ID: registrarhimtu@gmail.com, website: www.himtu.ac.in

Himachal Pradesh Technical University

(A State Government University)

Camp Office: V.P.O Daruhi, Tehsil & District Hamirpur (H.P.) – 177001

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Tender Document FOR PROVIDING SECURITY SERVICES



TENDER NO.	01/2022/HPTU
LAST DATE FOR RECEIPT OF TENDER DOCUMENT	28th January, 2022 (11.00 AM).
TIME AND DATE FOR OPENING OF THE TENDER (Technical bid)	28th January, 2022 (11.30 AM).
TENDER DOCUMENT FEE (Non refundable)	Rs.1000/-
PLACE OF OPENING OF THE TENDER	Himachal Pradesh Technical University, Hamirpur V.P.O Daruhi, Tehsil & District Hamirpur (H.P.) 177 001.
ADDRESS FOR COMMUNICATION	The Registrar, Himachal Pradesh Technical University, Hamirpur V.P.O Daruhi, Tehsil & District Hamirpur (H.P.) 177 001.

**SINGATURE OF THE BIDDER
WITH SEAL**

TENDER NOTICE
FOR
ANNUAL CONTRACT FOR SECURITY SERVICES AT HIMACHAL PRADESH
TECHNICAL UNIVERSITY, HAMIRPUR (H.P.)

Tender No: **01/2022/HPTU**

Dated: -

- i) Sealed tenders are invited from the eligible tenderers to provide security services, as given in Scope of Work (**Annexure-A**), for 12 months as per terms & conditions of the tender document.

Name of Work	Earnest Money Deposit	Last Date and Time for Receiving Tenders	Date of Tender Opening
Security Services to be provided at H.P. Technical University Hamirpur (H.P.)	Rs. 50,000/-	28 th January, 2022 (11.00 AM).	28 th January, 2022 (11.30 AM).

- ii) The Tenderers must enclose cost of bid document in form of Demand draft in favour of Finance Officer, Himachal Pradesh Technical University, Hamirpur (H.P.) along with its Technical Bid. Tenders found without tender fee shall be rejected.
- iii) The sealed tender duly filled along with Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft in favor of **Finance Officer, Himachal Pradesh Technical University** in a sealed separate envelope.
- iv) The H.P. Technical University reserves the right to accept or reject the tender without assigning any reason and the decision of the competent authority shall be final and binding.

Registrar,
H.P. Technical University,
Hamirpur 177001 (H.P)

TENDER DOCUMENT FOR
ANNUAL CONTRACT FOR SECURITY SERVICES AT H.P. Technical
University, Hamirpur (H.P.)

Tender No: **01/2022/HPTU**

Dated: -

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Himachal Pradesh Technical University

(A State Government University)

V.P.O Daruhi, Tehsil & District Hamirpur (H.P.) – 177001

Phone : (01972) 226902, Fax: (01972) 226901,

E-mail ID: registrarhimtu@gmail.com, website: www.himtu.ac.in

Tenders are invited from reputed, well established & Professional Security Agencies, capable of providing approximately 30 Security Guards including one Supervisor for duty in three shifts. The tender form may be downloaded from HPTU website www.himtu.ac.in and must be submitted along with EMD **of Rs. 50,000/- (Rupees Fifty Thousand Only)** in the form of Demand Draft in favor of **Finance Officer, Himachal Pradesh Technical University (H.P.)**. The agency should be fulfilling following criteria:-

A. 1. ELIGIBILITY CRITERIA

- (a) The Agency should be approved / recognized/ registered by Govt. of India/ State Govt. for providing security services and/or affiliated with Security Association as per Private Security Agencies (Regulation) Act – 2005
- (b) The Agency must comply with all statutory requirements such as registration with EPF, PAN/ TIN/ TAN, P.Tax etc. along with proof.
- (c) The Agency must have five years' experience in executing security services to institutions/Universities and reputed public/private sector organizations.
- (d) The Agency should possess adequate continuous experience of at least 05 years of providing security services and should have basic infrastructure, vehicles & training centre as per Private Security Agencies (Regulation) Act-2005.
- (e) The bidder should not have been blacklisted by Govt., Semi Govt. Department or any other organization and bidder should not have any litigation in any of the Labour Court (s). An affidavit to this effect on stamp paper of Rs. 10/- (Rupees ten) duly notarized be enclosed with the Technical Bid. Also to note that the applicant is/has not formed/ part of any cartel at any time for processing any contract including the present tender.
- (f) The Agency should be able to provide at least 70% Ex-Serviceman and 30% of civilians.
- (g) No exemption will be given to MSME.
- (h) **AGENCIES NOT MEETING ABOVE ELIGIBILITY CONDITIONS NEED NOT TO APPLY.**

B.1. Earnest Money Deposit (EMD):

Each tender must accompany Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft in favor of **Finance Officer, Himachal Pradesh Technical University (H.P.)** payable at Hamirpur (H.P.), shall be submitted. **The tender submitted without EMD, as mentioned above will not be considered for evaluation and shall be rejected summarily.**

The EMD of second lowest Bidders shall be refunded only after the contract has been awarded to the successful Bidder. No interest shall be paid on the EMD.

The EMD of successful Bidder will be discharged upon the Bidder's accepting the award & signing the Agreement, and furnishing the Contract Performance Security.

B.2. Preparation and Submission of Tender:

- (a) Tenders are to be submitted as per two bid system i.e. - Technical Bid and Financial Bid.
- (b) The Tender should be typewritten and every correction and interlineations in the bid should be attested with full signature by the tenderer, failing which the bid will be treated as ineligible. A correction done with correction fluid is not allowed.
- (c) All documents/papers should be numbered, signed and sealed by the Tenderer on each page.
- (d) Technical Bid should contain all the required documents as required and EMD as per **Para B1**. Technical Bid should also contain documents as per Form-4.
- (e) Financial Bid should only contain the Service Charges for a month duly filled as per format given in F-5. No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall liable to be rejected.
- (f) The service charges should be quoted for the security services to be provided as per instructions given in the tender document.
- (g) Both the bids (Technical and Financial) separately sealed in envelopes superscribing as Technical Bid and Financial Bid, respectively. Both the sealed envelopes should be put in a third sealed envelope and should be superscribed as "**Tender for Security Services**" at H.P. Technical University, Hamirpur (H.P.)
- (h) Sealed Tenders should be addressed and submitted to The Registrar, H.P. Technical University, Hamirpur (H.P.) 177001.
- (i) Sealed tender shall be submitted either by the registered post with acknowledgement due or in person. Tenders by Fax/E-mail or any other electronic mode will not be considered. This University shall not entertain any representation regarding postal delay, if any.
- (j) Tender submitted or received after the closing date and time will not be

considered and shall be returned to the Tenderer unopened.

B.3. Validity of tender:

Tender submitted by Bidder shall remain valid for acceptance for a period of **180 days** from the date of opening of the tender. Bidders shall not be entitled during the said **180 days** period to revoke or cancel the tender or to vary the same or any term thereof without the consent in writing to the University. However, revision in minimum wages as per government notification will be considered with its pro-rata effect.

B.4. Documents required in support of eligibility and Qualification:

The Tenderer should submit the following documents along with Technical Bid:

- (a) The copy of Firm's Registration/Incorporation Certificate with relevant authority in India.
- (b) Self-attested copy of valid license for security services of the private security agencies (Regulation) Act, 2005.
- (c) Self-attested copy of valid registration certificate under Contract Labour (Regulation and Abolition) Act, 1970.
- (d) Statement of average annual turnover of latest last three years, in support of eligibility criteria mentioned in Form-4 at sr. no. 6 (a), from a registered practicing Chartered Accountant.
- (e) Audited Balance Sheet along with Profit & Loss Statement of latest three financial years.
- (f) EMD of required amount.
- (g) Copy of EPF Challan, GST return for last six months and Income Tax return of latest three financial years.
- (h) Self-attested copy of GST registration certificate, Employee Provident Fund (EPF), ESI No. and PAN card.
- (i) Self-attested copies of work Orders and Client's Satisfactory Certificates.
- (j) Declaration for not having been blacklisted by any Tender Inviting Authority or by any State Government or by Government of India.

B.5. Opening of Tenders:

- a) The Tenders shall be opened at the scheduled date, time and venue by the Tender opening committee in the presence of the Bidders or their Authorized Representatives (one from each party), whosoever would like to be present.
- b) During the tender opening as above, the envelopes containing Technical Bid shall be opened. The envelopes containing Financial Bids shall be signed by all

committee members and kept unopened for opening either on the same day or at a date & Time to be intimated later on.

- c) The date and time of opening of Financial Bid shall be informed to all such Tenderers who qualify in technical evaluation. The tenderer's or their Authorized Representatives (one from each party) may choose to attend the opening of Price Tender.
- d) In the event, the date of opening as above is declared Govt. Holiday, the tenders shall be opened at the same time on the next working day.

B.6. Evaluation of Tenders:

- (a) The committee shall evaluate the Technical Bids with reference to technical requirements and various other commercial criteria given in the Tender Document.
- (b) The Technically qualified bids shall be further considered for opening and evaluation of financial bids.
- (c) The Tenderer quoting the lowest service charges for the services defined in the Scope of Work shall be considered for award of contract.
- (d) In case two or more agencies are found to have quoted the same services charges, the competent officer authorized by HPTU shall decide about the Bidder to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Tendering Committee in this regard shall be final.

B.7. Commencement of Services

The Service Provider should commence the security services immediately of signing of contract or any other date mutually agreed by both the parties, however the same can be further extended with the mutual consent of both the parties.

B.8. Right of University to accept or reject the tenders:

The University reserves the right to accept/reject any or all the tenders received without assigning any reason whatsoever. The tenders, in which any of the particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected. Tenders, not meeting the tender evaluation criteria as stipulated in the document shall be summarily rejected.

B.9. Signing of the Contract:

The successful Bidder shall be required to execute the **Contract Agreement** accepting all terms and conditions stipulated herein on a non-judicial stamp paper **worth Rs. 100/- (Rupees One Hundred only)** within fifteen days from the issue of the **Letter of Acceptance of tender**. In the event of failure on the part of the successful Bidder to sign the **Contract** within the period stipulated above, the EMD shall be forfeited and the acceptance of tender shall be considered as cancelled.

F-2
BID/TENDER Form

To

The Registrar
Himachal Pradesh Technical University, Hamirpur
V.P.O Daruhi, Tehsil & District Hamirpur (H.P.) – 177001

Subject: BID/TENDER for providing approximately 30 Security Guards including one Security Supervisors.

- 1) Having carefully examined all the BID/TENDER Documents attached to your invitation to BID ref No., we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
- 2) We enclose herewith **Rs. 50,000/-** as Earnest Money Deposit in the form of Demand Draft No. _____ dated _____ issued by _____ in favour of Finance Officer, HP Technical University, Hamirpur (HP).
- 3) We certify that we have carefully read each and every condition and the scope of work given in the BID/Tender document and having understood the same we confirm our acceptance in it without any condition or deviation.
- 4) We agree to keep the BID/Tender valid for 180 days from the date of opening of the BID/Tender and the period shall remain binding.
- 5) Unless and until a formal CONTRACT is prepared and executed, this BID/Tender together with written acceptance of tender thereof shall constitute a binding CONTRACT between University and us.
- 6) We hereby submit our offer and enclose F-5 (Financial Bid)

Witnesses:

For and on behalf of:

(Signature)

(Signature and Seal)

Name -----

Address in full -----

F-3

BIDDER'S GENERAL INFORMATION

Bidder should indicate following information along with the self-attested photocopies of supporting documents:

1. Name of Firm/Agency : _____
2. Number of Years in Operation : _____
3. Registered address : _____

4. Operational Address if different from above: _____
5. Telephone No. (Landline) : _____
6. Tele/fax No. : _____
7. Mobile No. : _____
8. Email Address : _____
9. Name & Address of Branch, if any: _____
10. Type of Organization (whether public limited/ private limited/
partnership/sole proprietorship) as per attached proof:

11. Name of Proprietor/ Partners/Directors of the
Organization/Firm:

12. ISO Certification, if any {If yes, please furnish details}

(SIGNATURE OF BIDDER WITH SEAL)



**Himachal Pradesh Technical University
(A State Government University)**

V.P.O Daruhi, Tehsil & District Hamirpur (H.P.) – 177001

Phone : (01972) 226902, Fax: (01972) 226901,

E-mail ID: registrarhmtu@gmail.com, website: www.hmtu.ac.in

FORM- 4

Details to be filled by the Agency applying for tender for Security Services Contract at Himachal Pradesh Technical University, Hamirpur (each response/ document must be given with proper reference in the following tender document).

1.	Name of the Agency (full address with telephone number)		Proof at page -
2.	Registration No. of the Agency under State/ Central Govt. (Attach Copy)		p. -
3.	(a) List of the clients wherein security staff of 20 or more per day (8hrs) is provided in one location/ campus. (Attach Copies). (b) Experience of Working in Educational Institute/Hospitals/Medical Colleges specially handling Student related activities viz. Hostels, Student Functions/ Festivals (Attach Copies)		p. - p. -
4.	Ability to provide minimum 70% Ex-serviceman and balance civilians. Please state clients provided. (Attach Copies)		p. -
5.	(a) ESI No. (b) EPF No. (c) GST No. (d) PAN No. (Attach copies)		p. -

6.	<p>(a) Total Annual Turnover. (The Agency should have an annual turnover of minimum Rs.10000000/- (Rupees One Crore Only) each year. (Please attach certified copy by Chartered Accountant per year for last three years)</p> <p>(b) Copy of GST Return for last six months.</p> <p>(c) Copy of EPF challan for last six months.</p> <p>(d) Audit Balance Sheet along with Profit & Loss statement of latest three financial years.</p> <p>(e) Copy of Income Tax Return for last three years.</p>		<p>p. ----</p> <p>p. ----</p> <p>p. ----</p> <p>p. ----</p> <p>p. ----</p>
7.	Experience in security business for at least five years continually in any Educational Institute/Hospitals/Medical Colleges .(Attach Copies)		p. -----
8.	(a) Details of infrastructure in terms of vehicles, electronic/ non-electric gadgets/Metal detector/Vehicle checking machine etc. available with the company.		p. -----
9.	(a) Details of ISO Certificate or any other certificates (Attach Copies)		p. -----
10.	Details of any tie-ups (Copies attached)		p. -----
11.	Any other information/ document tender wishes to submit for consideration of HPTU, Hamirpur		p. ----

Note: If any information given in the tender is found false at any stage of assessment, the entire earnest money will be forfeited to HP Technical University, Hamirpur and the tender will be rejected. In such a case, HP Technical University, Hamirpur reserved the right to blacklist the tenderers/Bidders.

Signature of the
Tenderers/Bidder or His/ Her Authorized signatory
With Seal of the Agency

FINANCIAL BID PROFORMA

Proforma for Scheduled Service charges for Security Services

Sr. No.	Service charges Per month	Security Supervisor	Security Guard (ex-serviceman) with gun	Security Guard (ex-serviceman) without gun	Security Guard (general)
1	Percentage of Service charges				

Note:

1. Basic Rates (Minimum Wages) will be applicable as per Govt. rates from time to time or as decided by the H.P. Technical University where rates were not decided by the Govt. from time to time.
2. Services Charges should be calculated on basic rates/minimum **wages only**.
3. EPF/GST or any other taxes if any will be applicable as per Govt. norms from time to time.
4. **Services charges should be greater than zero percent.**

Signature of the Tenderer
Name and address with stamp

TERMS AND CONDITIONS

- a Period of contract:** This contract shall be valid for a period of one year. The period may be extendable for two more years on year to year basis based on the satisfactory performance and at the sole discretion of the university.
- b Price:** Quoted rates shall be valid for the entire period of the contract. However, the increase of minimum wages as per the Govt. Notification shall be applicable. In case of those categories which are not covered under Minimum Wages notification, 5% of annual increase will be applicable on minimum wages and corresponding increase in the statutory components only.
- c Payment:** Payment shall be reimbursed on monthly basis within fifteen (15) days from the date of receipt of bill duly certified & recommended by designated officer in charge.
- d Workmen Employed:** The Bidder/contractor shall be responsible for compliance of all labor laws and statutory requirement, insurances pertaining to his employees. He indemnifies Himachal Pradesh Technical University against any Claim in this account. He must retain sufficient reserves of manpower to cater or leave, weekly offs medical problems, holidays or any other exigencies etc.
- e Delay in Payment:** In case of delay in monthly payment the agency should be financially sound to make payments to its manpower & consumable without affecting the work.
- f Arbitration:** Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists).
- g Replacement of Staff:** Any staff may be asked to be replaced immediately from the site without assigning any reason whatsoever. Non – compliance may lead to suitable deduction on per day basis or penalty.
- h Restrictions:** Smoking cigarette, bidi, chewing pan/guthka etc. is strictly prohibited inside the university's premises. Non – compliance may lead to suitable penalty/termination of contract.
- i Attendance register:** Daily attendance to be verified by the officer designated by the University.

SCOPE OF WORK

C.1 The Agency shall provide Security to the University as well as staff at the HP Technical University, Hamirpur, by deploying full safe Security measures, providing early warning, and mobilizing trouble shooting elements. The items or situations that have to be covered by security services of the agency are enumerated with important but non exhaustive list as below:-

- (a) Protection of property and personnel (faculty, officers staff, students, official visitors and residents) of the University against willful harm; the University meaning all Gates, Academic Areas, Activities Area, Guest House etc., within the boundary of the HP Technical University, Hamirpur.
- (b) Protection of cash and documents, static or in transit or due to burglary (where loss is due to entry after breaking any entry lock/ door/ window/ grill).
- (c) Regulate access control at gates, prevent misuse of HP Technical University facilities by outsiders, neighboring villages, preventing trespassing, unauthorized parking, unauthorized construction, squatting in the University campus, and prevent vandalism, breaking of twigs/ trees throwing of garbage/ littering and ensuring cleanliness. Ensure proper & timely reporting of violation to supervisors/authorized representative.
- (d) Prevent loss that is on account of lapse in “access control measures” at Gates of the University.
- (e) Undertake firefighting operations with provided equipment.
- (f) Regulate parking of vehicles in designated areas of the university and also regulate traffic movement at the entry/ exit gates within the campus and ensure traffic rules are followed.
- (g) Adhere to the Standard Operating Procedures (SOPs) given by the Registrar or his nominee which may be modified from time to time by the Registrar or his nominee.
- (h) The Agency should have an investigation cell to carry out investigation of the thefts, accidents or any other matter required from time to time.
- (i) The Agency should be able to provide extra security guards at a day’s notice.
- (j) 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 three months. The expenditure/cost for the same shall be borne by the firm.

- (k)** Prevent defacing / damage to University property buildings etc. (prevent Graffiti/ poster pasting etc.).
- (l)** Prevent entry of animals into the campus and chasing of dogs and monkeys from Academic, Residential Areas, and ensure animal/dog/monkey free campus.
- (m)** Liaison with Police/ Fire and Civil Government Departments.
- (n)** Switch off lights of office when not in use and report leakage of water taps etc.
- (o)** Carry out any other job assigned by the Registrar or his nominee in the interest of Security of the University.

**HP TECHNICAL UNIVERSITY,
HAMIRPUR (H.P.)—177 005**

D. TERMS AND CONDITIONS

- D.1 **“SCHEDULE OF SERVICE” is as per Scope of Work.**
- D.2 The Agency shall be responsible for all/any injuries and accidents to persons employed by it. It will also provide an Insurance Policy to its personnel for covering personal accident while performing their duties.
- D.3 The agency shall be responsible for the good conduct and behavior of its employees. If any employee of the Agency is found misbehaving with the supervisory staff or any other faculty /staff/student of the Institute, it shall terminate the services of such employees on the recommendations of the Authorized Officer or any other Officer designated by the Registrar, HP Technical University, Hamirpur (HP). The Agency shall issue necessary instructions to its employees to act upon the instructions given by the supervisory security staff of the Institute.
- D.4 The first party i.e. (H.P. Technical University) reserves the right to cancel the contract agreement or to withhold the payment in the event of non – commencement or unsatisfactory performance of the work contract. In such eventuality 1st party (HP Technical University) further reserves to get the work done from some other agencies at the risk and cost of 2nd party. The 2nd party (contractor) will also be black listed in the University for a period of 5 years from participating in such type of tender and his earnest money/security deposit may also be forfeited.
- D.5 It shall be presumed that the terms & conditions mentioned in the tender document have been read understood and duly accepted entirely. The Contractor shall have no right to modify/alter/amend/delete any terms/conditions mentioned in tender notice.
- D.6 Tender forms are not transferable. Only the original/downloaded complete tender form must be signed & stamped and submitted.
- D.7 Each page of the tender should be numbered and signed by the Contractor with the seal of the firm.
- D.8 Furnishing of wrong information and false documents will make the Contractor ineligible for bidding and liable to be debarred/blacklisted from particular in Tender enquiries/Open Tenders/Annual Rate Contracts by this University.
- D.9 The past performance of the Contractor and other criteria as given in the eligibility & technical will be taken into consideration for award of Contract.
- D.10 The Contractor will have to furnish documents in support of the information given in the tender. Original documents shall be checked for verification as and when required.

- D.11 If any required information/documents are not submitted, then the bid of the concerned Contractor will be rejected and shall not be considered. No representation in this regard will be entertained.
- D.12 The Contractors are expected to be present at the time of opening of tenders; however, the bids will be processed even when no Contractor/representative is present as per declared schedule.
- D.13 The decision of the University regarding approval of bids shall be final and binding on all Contractors.
- D.14 **Correspondence:** No further correspondence shall be entertained after opening of the Tenders.
- D.15 Any person who is in Govt. Service anywhere or an employee of the University should not be made a partner to the contract by the 2nd party (contractor) directly or indirectly in any manner whatsoever.
- D.16 The individual signing the tender form or any document forming part of the contract on behalf of 2nd party (contractor), shall be responsible to produce a proper power of attorney duly executed in his favour stating that he/she has authority to bind other such person of the firm as the case may be in all matters pertaining to the contract including the arbitration clauses.

If subsequently the person, so signing, fails to provide the said power of attorney within a reasonable time, Himachal Pradesh Technical University may, without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable to all cost and damages. In case of registered or unregistered partnership firm, all the partners should sign the quotation. In case of change of any person signing the agreement on behalf of limited company or firm, he/she will produce a letter of authority/resolution passed by the company empowering him/her to sign the agreement on behalf of the Contractor/company or firm.

- D.17 The personnel, whose services are provided by the 2nd party (contractor), shall at least all times and for all purposes be the employees of the 2nd party and on no account personnel so appointed and recruited by the 2nd party (contractor) will have any claim for appointment, continuous recruitment or regularization etc. against client. (1st party/HIMACHAL PRADESH TECHNICAL UNIVERSITY)
- D.18 In every case in which by virtue of the Workman's Compensation Act, the University is obliged to pay compensation to such person employed by the 2nd party (contractor) in execution of the work, University will be entitled to recover from the contractor (2nd party) the amount of compensation so paid.
- D.19 The firm/contractor will verify the antecedents of all security personnel deployed at University employees working in Himachal Pradesh Technical University, by police verification and will keep antecedents and other relevant records at its cost and will produce these on demand of any authority. The list containing the names/addresses of the personnel appointed by the contractor/agency shall be made available to the University authorities with their bio – data within 15 days from the date of deputation. The same shall also be provided in the form of CD giving out photographs and detail of the staff within one month of commencement of work.

- D.20 The contractor shall obtain a license under Contract Labour (R&A) Act, 1970 and also submit a copy of such license in University, duly attested. The agency shall abide by all the necessary provisions of various other Labour Laws/Acts viz. ESI/Bonus, Workmen's Compensation, CDF and any other laws and rules applicable in this regard.
- D.21 The contractor shall give the preference to the persons already working in this University through present outsource agency.
- D.22 The contractor, himself, shall be responsible for any type of statutory/mandatory claims or penalties in light of the default with reference to the above provisions.
- D.23 In case any person engaged by the contractor is found to be inefficient, quarrelsome, infirm, and invalid or found indulging in unlawful or union activities, the contractor will have to replace such person with a suitable substitute at the direction of the University authority at short notice.
- D.24 The University shall not provide any sort of accommodation to the staff or person deployed by the contractor and no cooking/lodging will be allowed in the premises of the Himachal Pradesh Technical University at any time.
- D.25 Every security staff shall wear the prescribed neat and clean uniform according to season affixing thereon the badge mentioning on the same, his name, name of the University and designation of the worker provided by the contractor at his own cost.
- D.26 The contractor shall not, at any stage, cause or permit any sort of nuisance in the premises of University or do anything which may cause unnecessary disturbance or inconvenience to others working there as well as to the general public in the University premises and near to it.
- D.27 No escalation of rates quoted will be allowed during the period of contract expect due to revision of minimum wages or revised statutory provision. The agency will honour the Fall Clause in case it also gets business in any other establishment.
- D.28 The contractor shall not engage any sub – contractor or sublet/transfer the contract to any other agency/person in any manner.
- D.29 The contractor shall, for providing proper Security services, ensure the following: -
- a. Contractor/security agency will provide character antecedents of security personnel duly verified by police authorities to Himachal Pradesh Technical University.
 - b. That a daily report of its staff on duty and about their performance is furnished & maintained.
 - c. That their staffs do not smoke/drink/abuse drugs at the place of work and/or during working time.
 - d. That any specific Security work assigned to it by the Principal Employer or any officer authorized by him is carried out by him diligently and well in time.
 - e. The Principal Employer may also furnish that the salary wages shall be distributed in full as per Minimum Wages Act by the contractor to the Security worker(s).
- D.30 Tax deduction at source shall be governed by the prevailing rules.
- D.31 In case the agency fails to execute the job after signing the agreement/deed or leave the job before completion of the period of contract at their own accord, the University shall have the right to forfeit the last payment due to the agency for the execution of

the contract. For this purpose, the entire amount payable for 1 month might be forfeited irrespective of the duration of the contract.

D.32 The Client (HP Technical University) reserves the right to:

- a. Amend the scope and value of any contract under this project.
- b. Reject or accept any application without assigning any reasons thereof and
- c. Reject all applications and cancel the Tender.
- d. The University shall neither be liable for any such actions nor be under any obligation to inform the Applicant.

D.33 **Physical Standards and Qualifications:** the employees of the Agency shall be of Good character and sound health.

a. Security Guard Ex-Servicemen:

- | | | | |
|-----|---------------------------|---|--|
| i | Age | : | Below 58 years. |
| ii | Character | : | Very Good |
| iii | Education Qualifications: | | Army first class or matriculate. Should be able to read & write HINDI & ENGLISH. |
| iv | Physical Standards | : | Height 5 ft 5 inches minimum. (Except hill tribes). Physically fit. |

b. Security Guards Civilians:

- | | | | |
|-----|--------------------------|---|---|
| i | Age | : | Not less than 20 years & not more than 50 years as per PASRA norms. |
| Ii | Character | : | Good |
| iii | Education Qualifications | : | Not less than Matric. Should be able to read & write HINDI & ENGLISH. |
| iv | Physical Standards | : | Height 5 ft 5 inches & Physically fit |

c. Supervisors:

- | | | | |
|-----|-------------------------|---|---|
| i | Age | : | Below 58 years in case of Ex-servicemen. |
| ii | Character | : | Exemplary. |
| iii | Education Qualification | : | NCO OR equivalent from Service/ Military/ Police. |
| iv) | Physical standard | : | Height 5ft-6inches, physically fit and able to drive four wheeler with valid driving license. |

The Guards to be supplied in the ratio of above 70% Ex-serviceman and 30% or less Civilians. The Institute will have liberty to change this ratio, the University consider this change necessary for better security. In addition, the University will have liberty to increase/decrease the total number of Guards by giving at least one week's notice to the

Agency. It would be desirable that the Security Staff provided should have knowledge of Fire Fighting, First Aid, Scooter/Motor Cycle/LMV Driving & handling Wire-less communication equipment and computers.

All Guards & Supervisors should have working knowledge of ENGLISH & Hindi.

After the work is awarded, the Agency is required to provide the details of the staff, proposed to be deployed viz. their name, fathers name, DOB, residential address, telephone number, recent passport size photograph, in the form of a data base in both hard & soft form and also provide a local police clearance certificate as per format:-

Sr . No.	Name	Father's Name	DOB	Qualifications	Experience	Ex-Serviceman	Civilian	Address	Mobile	Photo	Remarks

The security staff provided for deployment will be assessed by the University/ concerned authority before the final deployment.

- D.34 Agency shall abide by all laws of the land including, Labour Laws (ESI, EPF, BONUS, Income Tax, professional or any other extra Taxes levied by the Government) Companies Act, TAX Deduction liabilities, Welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Agency, and it shall not involve the Institute in any way what-so-ever.
- D.35 University reserves the right to ask and require the Agency to remove any person deployed by the Agency, without assigning any reason/notice.
- D.36 In case the jobs performed are not found to be satisfactory, the contract shall be terminated even before the period of contract by giving notice of one month to this effect. The University may terminate this agreement by giving one month's notice in writing to the Agency, at any time during the contract, without assigning any reason. The Agency may also terminate this agreement by giving two month's notice in writing to the University, without assigning any cause. A record of every lapse small or big will maintained by University Security In-charge and a weekly meeting of the representative of the Agency with University Security In-charge will be held and minutes of the same recorded for compliance.
- D.37 The Security Guards and Security Supervisors shall be normally required to work in three shifts basis. Present shift timing is 8.00 AM to 4.00 PM, 4.00 PM to 12.00 PM and 12.00 PM to 8.00 AM. The authority to change the shift timing rest with the University depending on requirement and urgency of situations as and when occur. No Security Guard/Supervisor will be allowed to perform duty beyond Eight hours shift or double duty on continuous basis unless authorized by the Security In-charge of the University.
- D.38 The security guards are entitled to a paid rest day in every period of seven days. (Refer Section 13(b) of the Minimum Wages Act, 1948 and Rule 23 of the Wages (Central) Rules, 1950).

- D.39 The Agency shall have a proper system for checking the guards on duty, day & night for every shift. Records of the same should be effectively maintained and shortcomings if any should be immediately rectified. A daily report to be submitted to the Authorized Officer. The Agency should supply Guard Check Books to all guards post wise at its own cost. All such records shall be subject to scrutiny by the University.

The Agency will maintain the proper records of entry & exit of visitors, vehicles, vendors and contractors in standard format/ register at entry gates at their own cost.

- D.40 The Agency should have an Insurance policy for making good the losses if any.

- D.41 **Contract Performance Security:** The CONTRACTOR shall furnish to the Principle Employer, within 30 days from the date of notification of award, a security of 10% of the annual contract amount in the form of Bank Guarantee (as per Performa enclosed) as Contract Performance Security with the Principle EMPLOYER which will be refunded only after the expiry of the contract period.

- D.42 **TERMINATION:** Notwithstanding anything contained hereinbefore to the contrary, the University shall have full power and authority to terminate this Agreement without assigning any reason by giving 30 (thirty) days clear notice in writing.

Similarly, if the contractor wants to rescind the contract, he/she is required to give at least 60 days' notice for withdrawal of services and will not rescind the work till alternative arrangement is made by H.P. Technical University, failing which performance security is liable to be forfeited.

- D.43 **REVISION OF RATE:** Effect of revision of HP Government Wage Office of the Finance Deptt. Govt. of HP from time to time will be considered with its pro rate effect as per revised circular of subject to submission of application along with notification by the agency.

- D.44 **PAYMENT OF CONTRACTOR'S BILL:**

1. The payment of wages for the month shall be released by the contractor latest by 7th of every month and thereafter, the monthly bill shall be submitted to the Management of the University. 100% of the total invoice value or admissible amount will be released by the first party before 5th day of following month provided the invoice/bill is accompanied by the proof of the following:-
 - i. Certified Attendance Sheet of month for which payment is claimed.
 - ii. Wages statement & EPF statement showing individuals deductions under different mandatory heads for the month of payment.
 - iii. Certified copy of the bank scroll showing disbursement of wages in individual accounts.
 - iv. Challans for depositing Provident Fund etc. of the previous month
2. All payments will be subject to deduct of Income Tax at source as per Income Tax Act and as per Income Tax Rule.

- D.45 **ARBITRATION:** Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before and after completion or abandonment of work or extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out or relating to the contract or breach thereof, shall be referred to Sole Arbitrator to be appointed by the Registrar of the University at the time of dispute.

D.46 JURISDICTION:

The contract shall be governed by and construed according to the law in force in India. Only the Courts at Hamirpur (HP) will have the jurisdiction to hear and decide the actions and proceedings arising out of the contract.

D.47 LAST PAYMENT: The last payment of the Agency will be cleared only after ascertaining clearance of all liabilities pending with the Agency.

E. PENALTY CLAUSES

- 1) In case the contractor fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract: University reserves the right to impose the penalty as detailed below:
 - a) 2% of the cost of order/argument per week, up to 2 weeks delays.
 - b) After 2 weeks delay, Principal Employer reserves the right to cancel the contract and withhold the agreement and forfeit the Performance security/EMD as applicable and get this job to be carried out from at the cost of the Contractor. The defaulting contractor will be blacklisted from participating in any tender of Himachal Pradesh Technical University for next three years.
 - c) The amount payable for the preceding month can be partially/fully deducted depending on the severity of default in case of non – compliance with work stipulations, post the commencement of contract.
- 2) For any breach of contract, Designated committee or Authority or any person nominated by or on behalf of the University shall be entitled to impose a penalty up to Rs. 1000/- on the first occasion upon the agency in the event of breach, violation or contravention of any of the terms and conditions contained herein brought to the notice of the Committee.

If the lapse is repeated again the extent of penalty will be doubled on each such occasion. The decision of the said officer/committee in this regards shall be final and binding upon the agency. Some of the instances in which penalty would be imposed are enumerated below. (But these are not exhaustive and penalty may be imposed on any violation/breach or contravention of any of the terms and conditions as well as assigned duties and responsibilities).

- a) If the personnel working in Security are not found in proper uniform and displaying their photo identity card.
- b) If the personnel found indulging in smoking/drinking/sleeping during duty hours.
- c) Penalty will also be imposed if the behavior of personnel(s) found is discourteous to anyone in the University including staff or Students.
- d) If any personnel found performing duty by submitting a fake name and address, the services of such person shall be terminated and the agency will be held responsible for such lapse.
- e) In any personnel found on duty other than those mentioned in the approved list is supplied by the agencies to the Himachal Pradesh Technical University authorities.

- f) In the case of any loss/theft of Himachal Pradesh Technical University property or any student property, the committee of Himachal Pradesh Technical University will consider the circumstances leading to the loss and if the responsibility is fixed on the agency, the University will make good the losses by deduction the cost of loss from the next month's bill or performance security deposit in one or more installments.

F.

SETTLEMENT OF DISPUTES

In the event of any dispute arising out in connection with the interpretation of any clause in the terms of condition of the contract, agreement, or otherwise the matter shall be referred to the Arbitrator as appointed by the Registrar, Himachal Pradesh Technical University, Hamirpur shall have jurisdiction in connection with any dispute/litigation arising out of this contract.

Annexure – 1

ACCEPTANCE CERTIFICATE

I.....(Designation).....of (name of the Agency).....have read and understood and hereby accept the above mentioned Terms & Conditions (Para.....to.....along with all the Appendices) for the Security Contract of NIT, Hamirpur (HP).

Signatures of Authorized Signatory

Date:
Seal/Stamp
Place:

Agency

Counter Signatures of the Registrar, HP Technical University, Hamirpur
(HP)

Annexure -2

UNDERTAKING ON NON-JUDICIAL STAMP PAPER OF RS. 50/- (Rupees Fifty only) DULY NOTARIZED AND SIGNED BY THE CONTRACTOR OR AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR.

Tender Enquiry number_____ Due for opening on_____

I/We M/s _____ hereby declare that:

1. I/we am/are agency engaged in business of providing Security services have examined the above mentioned tender document including amendment/corrigendum (if any) the receipt of which is hereby confirmed.
2. I/we do hereby offer to provide Security services at the prices and rates mentioned in the price bid.
3. I/we have quoted rates inclusive of all statutory taxes, charges & compliances i.e. EPF, ESI etc. as applicable.
4. I/we agree to abide by my/our offer for a period of 180 days from the date of opening of the tender.
5. I/we have carefully read and understood all the Terms and Conditions of the Tender and shall abide by them.
6. I/we agree for all clauses and payment terms and conditions of this tender enquiry. In case any condition put forth by us is against the terms and conditions of tender, the same shall be treated as to be having no affect whatsoever and that the tender terms and conditions shall only prevail upon such conditions, if any.
7. I/we have necessary licenses/authorizations for the providing Security services and/or obtain the same at my/our costs and expenses as and when required.
8. I/we also declare that in case of change constitution of our firm or for any other change, merger, dissolution, insolvency etc.
9. The tender document has been downloaded from the official website i.e. www.himtu.ac.in for bidding purpose is a true copy of the original.
10. Our firm or any other firm with similar type of operation with same or some/one of the partners/proprietors being same as of the tendering firm has not been black listed in the past 3 years by an Government/private institution except as per the following details: -
(If there is any case please attach the details of the same.)
11. I/we also certify that there is no vigilance/CBI case pending against the firm/supplier/ or any other firm with similar type of operation with same or some/one of the proprietors being same as of the tendering firm except as per the following details: -
(If there is any case please attach the details of the same.)
12. I/we also certify that that there is no pending case for payment/civil liability pending against us in any of the courts except as per the following details: -
(If there is any case please attach the details of the same.)

Signature of the Tenderer
Name & Address with stamp

BANK GUARANTEE FORM FOR EMD

In consideration of the Registrar, HP Technical University, Hamirpur (hereinafter called the “Tender Inviting Authority” or “Client”) has floated tender no. _____ (hereinafter called “said tender”), for annual contract of Security services as per terms and conditions mentioned in the above tender, M/s _____ (hereinafter called “Tenderer”) has decided to participate in above tender process and agreed to production of an irrevocable bank guarantee for Rs. _____ (Rupees _____ only) as an Earnest Money Deposit (EMD) towards compliance of its obligations in accordance with the terms and conditions in the said tender.

We _____ (hereafter referred to as the “Bank”) hereby undertake following:

1. We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such payment.
2. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said tender, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said tender have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said tender have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee
3. We further agree with the Client that the Client shall have the fullest liberty without our consent , and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said tender or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said tenderer(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said tenderer(s) or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said tenderer(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the tenderer(s).
5. We lastly undertake not to revoke this Guarantee except with the prior consent of the Client in writing.

6. This guarantee shall be valid up to unless extended on demand by the Client Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs._____ (Rupees _____ only) and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

Format of Contract Agreement

(On Rs. 100/- Non-judicial Stamp Paper, see ITB Clause 15)

THIS AGREEMENT made the day of, 2021 Between _____ (hereinafter "the Client") of the one part and M/s _____ (hereinafter called "the Contractor") of the other part:

WHEREAS the Client is desirous that certain services viz. Supply Security Services in the tender reference no. _____ Dated _____ and has accepted a bid by the Contractor for the performance services for the sum of Rs. _____ /- (*Rupees* _____ *only*) (hereinafter called "the Contract Price") and supply of consumables as per rates given in the financial bid of its tender.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a) The Letter of Acceptance issued by the Client.
- b) The supplier's bid including enclosures, annexures, etc.
- c) The General Conditions of the Contract
- d) The Scope of Work
- e) The Financial Bid
- f) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the contractor and the entire Addendum issued as forming part of the contract.

3. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Client to provide, the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Client hereby covenants to pay the Contractor in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Contractor are as under.

Sl. No	Brief Description of Services	Contract Duration	Total Price	Service tax in %	Total value inclusive of Service tax
1					

Cost of consumables used during performance of services shall be reimbursed on monthly basis as per rates quoted by the Contractor.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said _____ (For the Client)

In the presence of.....

Signature

Name

Address

Witness 1.

2.

Signed, Sealed and Delivered by the

Said _____ (For the Contractor)

In the presence of

Signature

Name

Address

Witness 1.

2.