



HIMACHAL PRADESH TECHNICAL UNIVERSITY, HAMIRPUR

Established under State Legislative Act-16 of 2010

Tender No. HPTU/Purchase/08/2024- 8637

Dated: 26-11-2024

NOTICE INVITING TENDER FOR SECURITY SERVICES

Sealed Tenders are hereby invited for providing Security Services to the HP Technical University, Hamirpur. Tender Document 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 fee (non refundable) of ₹ 1000/- (**Rupees One Thousand only**) through Demand Draft and EMD as stipulated in Tender Document by **17 December, 2024 (2.00 PM)**. The tenders shall be opened on the date, place and time mentioned in the Tender document.


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

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

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

Tender Document

FOR

PROVIDING SECURITY SERVICES



TENDER NO.	HPTU/Purchase/Tender/08/2024-
LAST DATE FOR RECEIPT OF TENDER DOCUMENT	17 December, 2024 (2.00 PM)
TIME AND DATE FOR OPENING OF THE TENDER (Technical bid)	17 December, 2024 (3.00 PM)
TENDER 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
TENDER FOR PROVIDING SECURITY SERVICES TO HIMACHAL PRADESH
TECHNICAL UNIVERSITY, HAMIRPUR (H.P.)

Tender No: HPTU/Purchase/08/2024

Dated: -

- i) Sealed tenders are invited from the eligible tenderers to provide security services to HP Technical University Hamirpur, as given in Scope of Work (**Annexure-A**), as per terms & conditions of the tender document in two bids 'Technical Bid' and 'Financial Bid'.

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/-	17 December, 2024 (2.00 PM)	17 December, 2024 (3.00 PM)

- ii) The Tenderers must enclose Tender Fee of Rs. 1000/- in the 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 tender document 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 Hamirpur** and other documents should be sealed in a separate envelope superscribed as 'Technical Bid for security services' and both the sealed Technical Bid and separately sealed Financial Bid should be put in another main envelope properly sealed and superscribed as 'Tender for security services' and addressed to "The Registrar HP Technical University, Daruhi, Hamirpur must reach in the office on or before 17 December, 2024 (2.00 PM).
- 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
PROVIDING SECURITY SERVICES AT H.P. Technical University,
Hamirpur (H.P.)

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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 having their registered office in Himachal Pradesh capable of providing approximately 25 Security Guards (including one Supervisor and two security guards with Gun) for duty in three shifts in HP Technical University, Daruhi (Hamirpur) HP and other sites of University. The tender form may be downloaded from HPTU website www.himtu.ac.in and must be submitted along with **Tender Fee** of Rs. 1000/- and **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 and should have its registered office within Himachal Pradesh.
- (b) The Agency must comply with all statutory requirements such as registration for EPF, PAN/ TIN/ TAN, P.Tax etc. along with proof.
- (c) The Agency must have five years' experience in providing 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 (in original) to this effect on Annexure-2 be enclosed with the Technical Bid.
- (f) The Agency should be able to provide at least 70% Ex-Serviceman and 30% of civilians as security personnel.
- (g) No exemption in Earnest Money Deposit or experience 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 the 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.). **The tender submitted without EMD, as mentioned above will not be considered for evaluation and shall be rejected summarily.**

The EMD of unsuccessful 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 Contract Agreement, and furnishing the Contract Performance Security Deposit/Performance Bank Guarantee.

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) All information 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, by erasing or overwriting 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 all documents as per Form-4.
- (e) Financial Bid should only contain the percentage of Service Charges for a month duly filled as per format given in F-5. No overwriting, corrections fluid pasting, 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) should be sealed in separate envelopes and super-scribed as 'Technical Bid' and Financial Bid, respectively. Both the sealed envelopes should be put in a third sealed envelope super scribed as "**Tender for Security Services**" at H.P. Technical University, Hamirpur (H.P.)
- (h) Sealed Tenders should be addressed and submitted to The Registrar, HP 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 entertained and rejected straightway 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 or rate thereof without the consent in writing to the University. However, revision in minimum wages rates as per Government notification will be considered with its pro-rata effect from time to time.

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 last three financial years (FY 2021-22, 2022-23, 2023-24), in support of eligibility criteria mentioned in Form-4 at Sr. No. B-6 (a), from a registered practicing Chartered Accountant.
- (e) Audited Balance Sheet along with Profit & Loss Statement of the last three financial years (i.e. FY 2021-22, 2022-23, 2023-24).
- (f) EMD of required amount in the required manner.
- (g) Copy of EPF Challan, GST return for last six months and Income Tax return of the last three financial years (i.e. FY 2021-22, 2022-23, 2023-24).
- (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 for the last five years (as experience in Security Services).
- (j) Declaration for not having been blacklisted by any Tender Inviting Authority or by any State Government or by Government of India in the form of Affidavit (in original duly attested by Notary Public).



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 to the eligible bidder.
- 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 Financial Bid.
- 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 percentage of 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 authority of 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. whose decision in this regard shall be final.

B.7 Financial Bid:

Financial Bid shall be quoted by the tenderer in performa 'F-5' for the 'Percentage of Service Charges' on the Total Basic Amount of Wages for all deployed manpower (on the basis of minimum wages rates approved/notified by HP Govt. from time to time). EPF/ESI/GST or any other statutory liabilities/taxes will be applicable as Govt. norms from time to time and will be added (as applicable) while determining the monthly bill monthly claim of firm/Agency for providing of Security Services 'Service Charges' quoted should be greater than zero percent.

B.8 Commencement of Services

The Service Provider shall commence the security services immediately after 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.9 Period of Contract.

Initially the contract under this tender will be signed for one year period. However the same may be extended further upto five years (including the base year) subject to satisfactory performance of the contract/Agency on the same terms and conditions and service charge rates (if mutually agreed between both the parties)

B.10. 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.11. Signing of the Contract:

The successful Bidder shall be required to execute the **Contract Agreement** accepting all terms and conditions stipulated in the tender document on a non-judicial stamp paper worth **Rs. 100/- (Rupees One Hundred only)** within fifteen days from the issue of the **Letter of award 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.

B- 12. Other Terms and Conditions of Tender

- 1) The rates quoted in the financial bid shall be valid for the entire period of Contract. The increase of minimum wages as per Govt. notifications and change in other statutory norms (EPF/ESI etc.) shall be applicable with prospective effect from time to time during the period of Contract as per Govt. notification/instructions.
- 2) In case of those categories which are not covered under minimum wages notification of Govt. or increase @ 5% will be given on the minimum wages and corresponding increase in the statutory components, as and when the minimum wages of other categories are increased by the Govt.
- 3) Payment shall be reimbursed on monthly basis within fifteen (15) days from the date of receipt of bill duly certified & recommended by designated office in charge. In case of delay in monthly payment the agency should be financial sound to make payments to its manpower & consumable without affecting the work.
- 4) **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.

- 5) **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).
- 6) **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.
- 7) **Prohibition:** Smoking/drinking, chewing pan/guthka, gambling etc. is strictly prohibited inside the university's premises. Non – compliance may lead to suitable penalty/termination of contract.
- 8) **Attendance:** Daily attendance of security shall be verified by the officer designated by the University.



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 24 Security Guards including one Security Supervisors and two security guards with guns.

- 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 up me/us.
- 5) Unless and until a formal CONTRACT Agreement 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 fill in 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: registrarhimtu@gmail.com, website: www.himtu.ac.in

FORM- 4

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

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 etc. 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 to whom services provided. (Attach Copies)		p. -
5.	(a) ESI No. (b) EPF No. (c) GST No. (d) PAN No. (Attach copies)		p. -

6.	<p>(a) Annual Turnover. (The Agency should have an average turnover of minimum Rs.10000000/- (Rupees One Crore Only) for the last three financial years (i.e. FY 2021-22, 2022-23, 2023-24) (Please attach certified copy by Chartered Accountant for each year).</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 assessment 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 continuously 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/agency.		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

F-5

FINANCIAL BID

(To be submitted on letterhead of the firm)

Proforma for quoting Service charges for providing Security Services

Sr. No.	Particulars	Percentage of service Charge (per month) to be calculated on the Total monthly Basic Minimum Wages amount for all security personnel deployed (In Figures).	Percentage of service Charge (per month) to be calculated on the Total monthly Basic Minimum Wages amount for all security personnel (In Words).
1.	Percentage of Service Charges per month.		

Note:

1. Basic Rates (Minimum Wages) will be applicable for the deployed staff as per Govt. rates from time to time or as decided by the H.P. Technical University (where Govt. rates are not available) from time to time.
2. Services Charges should be calculated on basic rates/minimum **wages only**.
3. EPF/GST/ESI 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 and % of Service Charges should be same for all categories of security personnel.**



**Signature of the Tenderer
Name and address with stamp.**

SCOPE OF WORK

- C.1** The Agency shall provide Security personnel to the University as well as the required staff at the HP Technical University, Hamirpur on outsource basis 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 assets/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 records/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 villagers, 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 equipments.
 - (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) and directions issued by the Registrar or other authorized officer of University which may be modified from time to time.
 - (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/contractor.



- (k) Prevent defacing / damage to University property buildings etc. (prevent Graffiti/ poster pasting etc.). Prevent smoking, drinking, gambling or intoxicating in campus of University and University School of Studies.
- (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.
- (p) To report immediately on telephone etc. to the Registrar or any other authorized officer of university of any mishappening in university/USS campus said as accident, fire incident, theft etc.

C.2 The Security Agency shall provide the security personnel for security duty to the HP Technical University, Hamirpur the approximate number of which shall be as under;-

Sr. No.	Security Personnel	Approximate No.
1.	Security Supervisor	01
2.	Security guard (with gun)	02
3.	Security Personnel	22

The number of required security personnel may increase or decrease as per the need of the University from time to time.

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

D. OTHER TERMS AND CONDITIONS OF TENDER/CONTRACT

- D.1 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.2 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 officer/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.3 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 of services 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.4 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.5 Tender forms are not transferable. Only the original/downloaded complete tender form must be signed & stamped and submitted.
- D.6 Each page of the tender should be numbered and signed by the Contractor with the seal of the firm.
- D.7 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.8 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.9 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.10 The bidders are expected to be present at the time of opening of tenders; however, the bids will be processed even when no bidders/representative is present as per declared schedule.
- D.11 The decision of the University regarding approval of bids shall be final and binding on all Contractors.
- D.12 No further correspondence shall be entertained with the bidders after opening of the Tenders.
- D.13 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.14 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 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.15 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, Hamirpur).
- D.16 In every case in which by virtue of the Workman's Compensation Act, the University is obliged to pay compensation to any 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.17 The firm/contractor will verify the antecedents of all security personnel deployed 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 and phone number 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.18 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 within 90 days. 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.19 The contractor shall give the preference to the persons already working in this University through present outsource agency for deployment on outsource basis.
- D.20 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.21 In case any person engaged by the contractor is found to be inefficient, quarrelsome, insane, 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.22 The University shall not provide any sort of accommodation to the staff or persons deployed by the contractor and no cooking/lodging will be allowed in the premises of the Himachal Pradesh Technical University at any time.
- D.23 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.24 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.25 No escalation of rates quoted will be allowed during the period of contract except 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/Govt. organization.
- D.26 The contractor shall not engage any sub – contractor or sublet/transfer the contract to any other agency/person in any manner.
- D.27 The contractor shall, for providing proper Security services, ensure the following: -
- a. Contractor/security agency will provide character and 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/duty 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. That the salary wages shall be distributed in full as per Minimum Wages Act by the contractor to the Security worker(s).
- D.28 Tax deduction at source shall be governed by the prevailing rules.
- D.29 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 one month might be forfeited irrespective of the duration of the contract.
- D.30 The Client (HP Technical University) reserves the right to:
- a. Amend the scope and value of any contract under this project.

- b. To increase or decrease the security manpower at any time as per requirement of university.
- c. Reject or accept any application without assigning any reasons thereof and
- d. Reject all applications and cancel the Tender.
- e. The University shall neither be liable for any such actions nor be under any obligation to inform the Applicant.

D.31 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 (minimum) & Physically fit**

c. Supervisors (Ex-serviceman from defense service or HP Police):

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

The Guards to be supplied in the ratio of minimum 70% Ex-serviceman and 30% or less Civilians. The Institute will have liberty to change this ratio, if 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, driving of Scooter/Motor Cycle/LMV Driving & handling Wire-less communication equipment and computers and should have valid driving License for driving the vehicles.

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 whatsoever.
- 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 expiring of 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 at least three 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 its personnel for making good the losses if any. The university shall not be liable at any stage to pay the compensation for any loss due to accident mishappening etc to the security personnel deployed by company/agency.

D.41 **Contract Performance Security:** 1) The CONTRACTOR shall furnish to the Principle Employer, within 30 days from the date of issue of work award letter, a Security of 10% of the annual contract amount in the form of Bank Guarantee (as per Performa enclosed). In case the contract is extended further the contract/agency shall renew the Performance Security Deposit/Performance Bank Guarantee for the fresh/new period of extended contract within a period of 30 days pledge in favour of Finance Officer HP Technical University failing while the contract shall be cancelled and contractor/firm will be blacklisted for a period of three years. As Contract Performance Security with the Principle EMPLOYER which will be refunded only after three months 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 90 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:** The revision of minimum wages by HP Government (Finance Deptt.) from time to time will be considered with its prospective effect as per revised circular 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 directly to the bank accounts of the security personnel 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 15 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 Vice Chancellor 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 monthly work order 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.
 - d) All expenses/penalty mentioned above shall be deducted from the Performance Security Deposit/Bank Guarantee of the contractor/Agency.
- 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/gambling 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. In case the penalty or loss is not recovered fully from the Performance Security Deposit it shall be obligatory on the contractor/agency to pay fully the amount of penalty/loss to the HP Technical University, Hamirpur. Failing which legal action shall be taken against the contractor.

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 Vice Chancellor, 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 all the Terms & Conditions of Tender Document/Form (Para.....to.....along with all the Appendices) for providing the Security Services to HPTU, Hamirpur (HP).

Signatures of Authorized Signatory

Date:

Agency

Seal/Stamp

Place:

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



**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 in view 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 in constitution of our firm or for any other change, merger, dissolution, insolvency etc. the information will be given to HPTU immediately.
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) 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 not withstanding 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 (HP Technical University, Hamirpur) 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 or the successful tenderer 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

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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 of Security Services in the tender reference no. _____ Dated _____ and has accepted a bid of the Contractor for the performance services for the monthly sum of Rs. _____ /- (*Rupees* _____ *only*) and annual sum of _____ (hereinafter called "the Contract Price") and including service charges 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 Tender document 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 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 Services which shall be supplied / provided by the Contractor are as under.

1	2	3	4	5	6	7
Sr. No.	Brief Description of Services/Security manpower on outsource basis	Contract Duration	Total Price	GST	Total monthly value of contract inclusive of GST.	Total Annual value of contract including GST.
1						

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.