

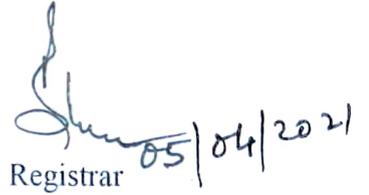
# BABASAHEB BHIMRAO AMBEDKAR, BIHAR UNIVERSIY

(Muzaffarpur), Bihar-842001

Ref. no.....B/696.....

Dated.....05/04/2021.....

Sealed tenders are invited under two bid systems through registered / speed post / courier services only from reputed and experienced agencies **for providing security, housekeeping and manpower services** at Babasaheb Bhimrao Ambedkar, Bihar University, Muzaffarpur. The Interested agencies are required to submit their technical and financial bids separately containing full information along with supporting documents, in the office of the Registrar, B.R.A. Bihar University, Muzaffarpur:-842001 on or before 20.04.2021 Up to 4.30 P.M. and the same will be opened on 21.04.2021 at 3.00 P.M. Details are available on University Website:WWW.brabu.net

  
Registrar 05/04/2021

B.R.A. Bihar University, Muzaffarpur

**BABASAHEB BHIMRAO AMBEDKAR, BIHAR UNIVERSIY**

(Muzaffarpur), Bihar-842001

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**FOR**

**TENDER DOCUMENTS**

**FOR**

“Providing Security, Housekeeping and Manpower Services for the  
Babasaheb Bhim Rao Ambedkar Bihar University

Office Order No B/696 ..... B.R.A, Bihar University /Security and Manpower  
Services Dated: 05.04.2021

## NOTICE INVITING TENDER/ QUOTATION

Sealed tenders/quotations are invited in 2-Bid Systems (Technical Bid & Financial Bid) from reputed and experienced agencies **for providing security, housekeeping and manpower services** at Babasaheb Bhimrao Ambedkar, Bihar University. The bidders are required to read the tender documents carefully and ensure compliance with all instructions herein. Non-compliance with instructions in these documents may disqualify the bidders from the tender exercise. Babasaheb Bhimrao Ambedkar, Bihar University reserves the right to select the item (in single or multiple units) or to reject any quotation wholly or partly without assigning any reason thereof. Incomplete tenders, amendments and additions to tender after submission or tenders received after due date are liable to be ignored and rejected.

### Terms and Conditions:

1. The technical and financial bids should be quoted separately and put in different sealed envelopes marked "Technical bid" and "Financial bid" as applicable. These separate bids envelopes are to be put in an outer envelope which should also be sealed and marked as **"Project Proposal" Tender for providing security, housekeeping and manpower services** at Babasaheb Bhimrao Ambedkar, Bihar University and should clearly indicate tender closing date and time.
2. Each individual sealed envelope as well as the outer envelope should be marked with the following reference on the top left hand corner: **NIT No.** ..... Babasaheb Bhimrao Ambedkar, Bihar University /Security and Manpower Services, **Dated:** .....
3. Cutting/ Over writing will not be accepted. If there are cutting, those should be duly initiated, failing which the bids are liable to be rejected.
4. Any bids received after .....P.M. on..... shall not be considered. Offers received within the stipulated period only will be considered. University shall not be responsible for any postal delay. All tender documents should be sent through courier, speed post or registered post only.

The Postal address for submitting the tenders is:

.....  
.....  
.....



5. The Technical Bids will be opened on ..... at ..... P.M. in the presence of representative of the firm duly authorized only. The date & time for opening of Financial Bids will be informed later on to the technically qualified bidders. In case the date mentioned above is declared Government Holiday, the date shall automatically be shifted to next working day.
6. All disputes shall be subject to the territorial Jurisdiction of court of law at Muzaffarpur only.
7. Any tender which does not fulfill all the prescribed conditions or any condition put forth by the employer shall be summarily rejected.

**Note:** Price bids of only those bidders will be opened whose Technical bids are found suitable as per terms and conditions of the tender by the committee constituted for the purpose. Date and time of opening of price bids will be decided after technical bids have been evaluated by the committee. Information in this regard will be intimated only to the technically qualified bidders.

8. The bidders shall keep their bid valid for minimum 180 days from the date of opening of the financial bid.
9. Bidders should go through the tender terms, conditions and specifications carefully and fill in the attached compliance statement accurately and unambiguously. They should ensure that all the required documents are furnished along with the bid.
10. Selected bidder will have to deposit Performance security as the security deposit.

Sd./-

Registrar

BBA Bihar University, Muzaffarpur



## DETAILS ABOUT TENDERER

1. (a) Name of the Tenderer.....  
(b) Status of the Tender :- .....(Company/Proprietorship/NGO)
2. Full Postal Address .....  
.....  
.....  
.....
3. Telephone No: -----
4. Mobile No: -----
5. Fax No: - -----
6. E-mail Address: - -----
7. Name of the persons -----  
Who are responsible for conduct of business
8. PAN NO -----
9. GST NO -----
10. TAN NO (if applicable) -----

**Seal of the Firm**



## TERMS AND CONDITIONS FOR PROVIDING SERVICES

- a) The Security and Housekeeping personnel should be physically fit and strong, mentally alert and preferably in the age group of 30 - 50 Years. Minimum 10<sup>th</sup> Standard education is a must for the guards. Preference will be given to agency offering different conditions.
- b) Bidder will be fully responsible for any loss of property/theft on account of negligence of their duty in the campus and the cost of such losses should be borne by the agency.
- c) All security and housekeeping personnel should always wear clean uniforms while they are on duty. The bidder should provide them all necessary uniform as and when required .
- d) Security guards will be responsible to check all incoming and outgoing vehicles at the gates if found any suspicious/doubtful and report to their Security Supervisor and finally inform to the superior Officers for the University.
- e) The security Guards will have to maintain exemplary discipline and be polite always and work for the welfare of the institute and should follow the campus rules.
- f) Security services will be provided 24 hours in official/residential campus of Babasaheb Bhimrao Ambedkar, Bihar University as per existing rule. The duty hours of the Security Personnel will be as under.
  - i. First Shift:- .....
  - ii. Second Shift:-.....
  - iii. Third Shift:-.....
- g) The Bidder should sign an agreement (MOU).
- h) The period of contract will be for three years initially which may be extended further for one year subject to efficient and effective performance. Their contract can be foreclosed without assigning any reasons by giving three months notice on either side.
- i) The security guards are expected to know the fire fighting and deployed in case the situation demands.
- j) Materials or things should be allowed to move out of the campus only with proper gate pass issued or endorsed by the Security Officer/Supervisor/concerned department HOD of this University. A register must be maintained for the materials movement by the security agency.
- k) Monthly bills will be paid by Cheque / RTGS only to the Agency and the University will not take any responsibility to pay salary to the security, housekeeping and manpower or others. No advance will be paid to the agency by the University under any circumstances.
- l) In case of emergency or on special occasions when more security and housekeeping personnel are required by the University, then additional manpower will be provided



by the agency at short notice in addition to the regular manpower on additional payment at the agreed rates man-day basis.

- m) Security, housekeeping and all other types of manpower deployed by the agency are strictly forbidden to take part in any labour union activities inside the campus.
- n) All types of manpower deployed by the agency should strictly avoid consumption of liquor or smoking while they are on duty.
- o) The Agency has to provide manpower as per the following details.  
(Residential as well as official campus of the University) : -

- 1. Security Services
  - i) Security Supervisor (Ex-Serviceman) -----
  - ii) Security Guard with arms (Ex-Serviceman)-----
  - iii) Security Guard without arms (Ex-Serviceman)-----
  - iv) Security Guard without arms, Skilled (civilian male)-----
  - v) Security Guard without arms, Skilled (civilian female)-----
- 2. Housekeeping Services
  - i) Housekeeping supervisor (Highly skilled)-----
  - ii) Housekeeping personnel (semi skilled)-----
- 3. Manpower Services
  - i) Electrician (Skilled)
  - ii) Plumber (Skilled)
  - iii) Peon (semi skilled)

- p) The deployed firm will have to bear all the losses covered by the security lapses.
- q) The applying firm has to provide documents regarding the Annual turnover of Rs. Five Crore during last three years.
- r) The applying firm will quotes the ESI, EPF, Bonus, Uniform, Uniform washing and HRA rate in the column Daily wages Rate **on the Current rate as per the Govt. norms** as quoted in the Part A of the Financial Bid (Statutory wages and deduction should be as per norms). Bidders not quoting rates in accordance with the prescribed format will be outrightly rejected.
- s) The applying company/firm will also have to provide the Character certificate if applicable otherwise self declaration non blacklisting certificate on non judicial stamp paper may be submitted.
- t) University reserves the right to increase/decrease the manpower as per actual requirement.
- u) The duly approved firm after the finalization of rate will have to maintain proper liaison and contact with the local police/civil administration etc. for smooth and peaceful day to day working of the Babasaheb Bhimrao Ambedkar, Bihar University. The agency shall be fully responsible for taking follow up action and for pursuing the



case after lodging the First Information Reports in the police station/the police department.

- v) University reserves the right to increase or decrease the no. of security personnel and other manpower, or it may cancel the tender at any stage without assuring any reason thereof by giving three months notice.
- w) The Selected agencies of Babasaheb Bhimrao Ambedkar, Bihar University have to do patrolling continuously both in the residential area and as well as official area. For this, Vehicle and the cost of fuel will be borne by the deployed security agency.
- x) Preference will be given to the experienced agencies.

Agencies should submit the tender document by paying **non-refundable D.D. of Rs. 2000/-as Tender fee and EMD Amount of Rs. 5,00,000=00 (Rupees Five lakh) only in favor of Registrar, Babasaheb Bhimrao Ambedkar, Bihar University payable at Muzaffarpur. However firm registered under NSIC/MSME unit are exempted from paying tender fee and EMD amount (document in support of this should be submitted along with the technical bid).** The tender document may be downloaded from the website: ..... The bidders are expected to examine all instructions, forms, terms, project requirements and other details in the Tender documents. Failure to furnish complete information as mentioned in the Tender documents or submission of a proposal not substantially responsive to the Tender documents in every respect will be at bidders risk and may result in rejection of the proposal.

Detailed proposal in two sealed envelope as mentioned for technical bid and financial bid complying with above requirements is to be submitted and duly superscribed **“Project Proposal Tender for providing security, housekeeping and manpower services at Babasaheb Bhimrao Ambedkar, Bihar University.”** The technical competence shall include the following terms and conditions.

1. Certificate of Registration & Memorandum under Companies Act 1956.
2. Shop and Establishment registration
3. License issued by Dept. of Home Govt. of Bihar.
4. EPF Registration of the firm.
5. Copy of more than 500 Nos. of security personal enrolled in EPF Department should be submitted.
6. ESIC Registration of the Firm.
7. ISO Certificate No. (Latest)
8. OHSAS Certificate No.(Latest)
9. GST Registration Certificate with paid challan copy latest one year.
10. PAN Card of the firm.
11. Copy of I.T. return audited by CA firm for last three years.



12. Labour License.
13. TAN No./GST No.
14. Character/Performance certificate of the firm.
15. Average turnover Rs. Five Crore during last three years.
16. Self declaration that company was not blacklisted on non judicial stamp paper of Rs 100.
17. Copy of 1 (one) crore solvency certificate (The certificate will be valid for 6 months from issued date).
18. Copy of experience certificate of last 10 years (Central Govt./ State Govt. & PSU, etc.)



## FINANCIAL BID

(To be put in a separate sealed Envelope)

1. Name and full address of the Agency/Firms (With Email Id& Tel. Mobile No.)

Part-A

### Statutory wages and dedication should be as per norms

Daily wages rate including VDA	As per minimum wages act. of Govt. of Bihar/DGR Rate/ (Central Govt.) as revised from time to time.									
Particulars	Security Supervisor (Ex-man)	Security Guard with arms (Ex-man)	Security Guard without arms (Ex-man)	S/Guard without arms (civilian male) Skilled	S/Guard without arms(civilian female) Skilled	Housekeeping supervisor (Highly skilled)	Housekeeping personnel (semi skilled)	Electrician (Skilled)	Plumber (Skilled)	Peon (semi skilled)
Per day (A)										
ESI (B)	3.25% of A									
EPF (C)	13% of A									
Bonus (D)	8.33% of A									
Uniform (E)	5% of A									
Uniform Washing (F)	3% of A									
HRA (G)	16% of A									
Total (H)	Sum A to G									
Relieving (I)	1/6 <sup>th</sup> of H									
Total (J)	Sum H to I									
Service Charge (K)	(14%-20% of J)									
Sum Total	Sum (J to K)									

1. The rates mentioned above, will be revised as per the DGR and Bihar State govt. notification, issued from time to time.
2. GST shall be charged as per prevailing Govt. rules.
3. Above rates are being quoted for 8 hours daily.

Signature of the Tenderer



## DRAFT AGREEMENT FORMAT OF MOU

TO BE MADE ON NON-JUDICIAL STATMP PAPER OF Rs.1000/-

This agreement number..... is made at ..... on the .....day of. Between Registrar, Babasaheb Bhimrao Ambedkar, Bihar University acting through, having its office at Babasaheb Bhimrao Ambedkar, Bihar University, (hereinafter called First party which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns of the First party.

And ..... having its registered office at .....(here in after called the 'agency' which expression unless repugnant to the context shall mean and include its successors its interest assigns etc.) of the Second Party

WHEREAS, the First Party is desirous to engage the Second Party for providing Security, housekeeping and manpower services at Babasaheb Bhimrao Ambedkar, Bihar University and its location within Bihar in the terms and conditions stated below including any other relevant position mentioned anywhere in this tender document. [In case of any duality or discrepancy or contradiction between different provisions/expressions in this tender document, interpretation/decision made by the First Party will be held supreme and unchallengeable and binding upon the Agency.]

1. The Second Party shall be primarily responsible for compliance to provisions of various Labour and any other laws applicable and all statutory obligations such as Wages, Allowances, Compensations, EPF, Bonus, ESI etc. relating to manpower deployed at Babasaheb Bhimrao Ambedkar, Bihar University and it locations within Bihar from amongst Ex army-man. The First Party shall have only liability in this regards as Principal Deployer as per provisions of concerned laws.
2. The Second Party shall be solely responsible for any accident/medical health related liability compensation for the personnel deployed by it at Babasaheb Bhimrao Ambedkar, Bihar University and its locations within Bihar as per provisions under ESI Corporation. The First Party shall have non-liability in this regard.
3. Babasaheb Bhimrao Ambedkar, Bihar University as Principal employer is committed to pay the amount for each security guard/supervisor/manpower engaged through the agency [Immediate Employer] as the statutory wages plus other statutory claims stipulated by related Laws of the land like minimum Wages Act etc. in favor of employee in a manner deemed fit to ensure compliance of these laws as per contract herein mentioned between the parties i.e. the First Party and the Second party.
4. Licenses if any required for Security and Manpower Services at the site will be made available by the Second Party.
5. The 'Second Party' shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed on Babasaheb Bhimrao Ambedkar, Bihar University and its locations within Bihar. Monthly payment to the Second party will be reimbursed by the First Party only after detailed bill submission with



documentary evidence of full stipulated payment in favor of each engaged personnel along with all statutory payments. First Party will additionally pay commission amount of the second party.

6. In case first Party and/or any concerned statutory authority finds the amounts paid in favor of the employee is less than statutory provisions, the same will direct the second party to pay the balance amount in favor of employee and get it reimburse if due from the First party.
7. Irrespective of non-payment or delay in payment of previous monthly bills raised by the second party for whatsoever reason, Second Party will regularly monthly pay to the employees their last month take home salary and duly deposit their statutory deposits on or before 7<sup>th</sup> day of the current month. If the Second Party fails to pay said monthly wages to the employees till 7<sup>th</sup> day of current month, the Second party may be penalized by the First Party for an amount not less than five thousand per instance. If the Second party fails to pay the employees even till the last day of current month, first party may even terminate the contract with 30 days notice. Repetitive delay in payment by the Second party may attract blacklisting of the same to. Decision of First party in this regard will be held supreme and unchallengeable.
8. Any deliberate violation of this clause of contract or any terms and conditions mentioned any- where in this tender document or suppression of facts will attract termination of contract without any reference or any notice period. In such cases the First Party may choose to impose penalty up to 10% of the total annual value of contract or termination with penalty also.
9. In normal circumstances if any party wants to discontinue the contract at their sweet will, the same can be terminated by giving one-month notice on either side.
10. Security deposit in the shape of bank draft Valuing Rs.3,00,000/- (Rupees Three Lakh only) drawn in favor of Comptroller Babasaheb Bhimrao Ambedkar, Bihar University shall be furnished by 2<sup>nd</sup> party at the time of signing agreement or contract.
11. The security personnel and manpower provided by the 'Second Party' will not claim to become the employees of Babasaheb Bhimrao Ambedkar, Bihar University and there will be no Employee and Employer relationship between the personnel engaged by the 'Second party' for deployment Babasaheb Bhimrao Ambedkar, Bihar University site.
12. There would be no increase in commission rates payable to the Second party' during the contact period.
13. The 'Second party' also agrees to comply with annexed Terms and Conditions and amendments there to from time to time.
14. The 'Second party' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The 'Second Party' shall keep 'First party, fully indemnified against liability of tax, interest, penalty etc. Of the 'Second Party in respect thereof, which may arise.
15. In case of any dispute between the 'Second Party 'and First party shall have the right to decided. However, all matters of jurisdiction shall be at local courts located at Muzaffarpur.

16. The payment will be made as per existing wages declared by Government of Bihar/DGR/Central Government as per applicability.

17. In case of any dispute between both parties, before going to court channel of arbitration will be exhausted first as per Arbitration and conciliation act 1996. For the purpose arbitration process will be carried out through sole arbitrator appointed by the First party.

**This Agreement will be valid for 3 years with effect from .....2021 to ..... and shall be extended in quantum of 1 year after mutual consent on the basis of performance.**

IN WITNESS WHERE both the parties here to have caused their respective common seals be hereunto affixed/ (or have hereunto se Their respective hands and seals) the

Day and year mentioned above in Muzaffarpur in the presence of the witness:

For, and on behalf of BBA Bihar University

For, and on behalf of Second Party

(.....)

Signature of the authorized Official

Signature of the authorized Official.

Name of the Official

Name of the Official

Stamp/Seal of BBA Bihar University

Stamp/Seal of Second Party

**SIGNED, SEALED AND**

**SIGNED, SEALED AND DELIVERED**

Witness:

On behalf of "First party"

On behalf of "Second Party"

Name:- .....

Name.....

Address:-.....

Address: .....

Signature:-.....

Signature: .....

