

BID DOCUMENT
(e - Tendering)

Supply of
SECURITY SERVICES ON OUTSOURCING BASIS



Issued On:

01-02-2019

OFFICE OF THE CHIEF PROCTOR
BANARAS HINDU UNIVERSITY
VARANASI-221005, INDIA

INVITATION FOR BIDS
Notice Inviting Tender (NIT)

DEPARTMENT OF CHIEF PROCTOR
BANARAS HINDU UNIVERSITY

e-Publishing Notice

Ref: CP/2018-19/01

Dated: 01-02-2019

Online tenders are hereby invited in **two cover system** from reputed **well established and professional security agencies** for supply of :-

- **SECURITY SERVICES ON OUTSOURCING BASIS**

Bidders can download complete set of bidding documents from e- procurement Platform

<http://eprocure.gov.in/eprocure/app> from 11-02-2019 onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through <http://eprocure.gov.in/eprocure/app>.

Last Date/ Time for receipt of bids through e-procurement is:05-03-2019 upto 04:00PM. (Server time).
Late bids shall not be accepted.

For further details regarding Tender Notification & Specifications please visit website:

<http://eprocure.gov.in/eprocure/app> and www.bhu.ac.in.

CRITICAL DATE SHEET

Published Date	11-02-2019 (04:00 PM)
Bid Document Download Start Date	11-02-2019 (04:00 PM)
Clarification Start Date	11-02-2019 (04:00 PM)
Clarification End Date	18-02-2019 (04:00 PM)
Pre bid meeting	NA
Bid Submission Start Date	19-02-2019 (04:00 PM)
Bid Document Download End Date	05-03-2019 (04:00 PM)
Bid Submission End Date	05-03-2019 (04:00 PM)
Bid Opening Date	08-03-2019 (12:00 Noon)

sd/-

Registrar

SECTION I: NOTICE INVITING TENDERS (NIT) for Security Personnel

Online tenders, in two-bid system, are invited from highly reputed well established and professional security agencies empanelled either with Directorate General of Resettlement, Ministry of Defence, Govt. of India or registered under the Private Security Agencies (Regulation) Act, 2005 along with Uttar Pradesh Pvt. Security Agency Rules for providing security services on outsourcing basis for a period of initially 03 years w.e.f. the date of signing of MOU. Interested and eligible Security Agencies fulfilling all terms and conditions as mentioned below may participate and submit the bids online at the e-procurement portal of the GoI.

1. Bidders /Tenderers would be required to register on the Central Public Procurement Portal at www.eprocure.gov.in, using a valid Digital Signature Certificate (DSC) and valid email address to be able to participate in the bidding process. On registration with the Portal they will be provided with a user id and password by the system through which they can submit their bids online.
2. Digital Signature Certificate (DSC) may be obtained from any authorized agencies registered with the Certifying Authority (CA), through National Informatics Center (NIC) in India.
3. Bidders /Tenderers can download the bid document from Central Public Procurement Portal website at www.eprocure.gov.in Bidders /Tenderers are required to submit the bid online by scanning and uploading all the relevant documents through www.eprocure.gov.in
4. Tender document can also be downloaded from the University website at www.bhu.ac.in For further details regarding Amendment /Addendum /Extension please visit website: www.eprocure.gov.in and www.bhu.ac.in

PREQUALIFICATION CRITERIA

The tenderers should have:-

1. Minimum five year experience in providing Security Services in Govt. Organizations or Central or State educational institutions. The supply of manpower in each month should not be less than 250 in numbers on an average calculated on the basis of manpower supplied during last three years from the date on which applied for this tender process by the agencies in particular organizations.
2. Minimum turnover of not less than Rs. 10.00 Crore during each of the last three financial years i.e. 2014-15, 2015-16 & 2016-17. For this purpose audited balance sheet of the firm should be enclosed with the tender. In addition to this, Income Tax Return of the firm for the last three financial years i.e. 2014-15, 2015-16 & 2016-17 should also be enclosed with the tender.
3. Should have valid DGR empanelment and/or Registration under Uttar Pradesh Pvt. Security Agency Rules, PAN Card, Labour license, GST Registration number, Employee Provident Fund Registration number, ESI registration number, Professional tax registration number, Certificate of Registration of firm, Proof of office address. All these documents and an undertaking by the Agency for Acceptance & Compliance of all terms & conditions mentioned in this tender, details of Bank Account of the firm, a cancelled cheque of the account of the firm need to be scanned and upload at e-procurement portal.

4. Non –Refundable Tender Fee of **Rs 5000.00** (*Rupees Five thousand only*) in the form of Banker’s Cheque or Demand Draft, drawn in favour of Registrar, BHU, Varanasi, shall be scanned and submitted online, along with the Techno-commercial bid (Un-priced Bid), within the period of tender online submission date and time and the original (hard copy) should be sent to the Registrar, Banaras Hindu University, Varanasi – 221 005 within the stipulated date and time.
5. An amount of Rs. 15 Lakh will be the amount of the Bid Security. This will be in the form of Call deposit, Banker’s Cheque, Fixed deposit or Demand draft, drawn in favour of Registrar, Banaras Hindu University, Varanasi or Bank Guarantee of any Scheduled Bank, shall be scanned and submitted online, along with the Techno-commercial bid (Un priced Bid), within the period of tender online submission date and time and the original (hard copy) should be sent to the Registrar, Banaras Hindu University, Varanasi – 221 005 within the stipulated date and time. Bid Security of unsuccessful bidders will be returned within three months of finalisation of tender without interest.
6. Five percent (5%) of the service charge in each month will be deducted as “Performance Guarantee” which will be deposited in the University A/c and the same will be returned to the contractor after two months of successfully completion of the total contract period or A fix amount of Rs. 50 Lakh will be deposited as “Performance Guarantee” in a period of initially 03 years w.e.f. the date of signing of MOU, in the form of fixed deposit mortgaged to BHU.
7. The firms registered under Micro Small & Medium Enterprises/Small &Medium Enterprises/Nation Small Industries Corporation will be provided tender documents free of cost and are exempted from payment of Bid Security, subject to furnishing of relevant valid certificate for claiming exemption within the monetary limits so prescribed, as also for the category of registration.
8. **Scope of the work:**
 - a. The Agency should provide 951 No. of guards (904 Security Guard & 47 Female Security Guards), 50 No. of Armed guards, 52 No. of Supervisor. Number of guards may increase or decrease by 20%. Age and other conditions will be as mentioned in annexure-A.
 - b. All services shall be performed by persons qualified and skilled in performing such services and their age, minimum qualification, physical standard and experience should be as per details given in Annexure-A.
 - c. The required manpower will be in-ratio of 85% ex-serviceman and 15% trained civilian guards. The University will have liberty to change this ratio, should the University consider this change necessary for better security. In addition the University will have liberty to increase/decrease the total numbers of security personnel by giving at least one week time to the Agency.
 - d. Within the ratio mentioned in Para 8(c) these ratios the agencies may also provide trained female guards as per requirement of the University.
 - e. The trained civilian guards comprising both male and female should be trained under the norms as provided in Private Security Agencies/Regulation Act, 2005 or ex-paramilitary forces or state police.
 - f. The antecedents of security staff deployed shall be got verified by the Agency from local police authority and an undertaking in this regard to be submitted to the University and University shall ensure that the Agency complies with the provisions.

- g. The Agency is expected to ensure proper accidental coverage of its personnel. All liabilities arising out of accident or death or injuries during agitation shall be borne by the Agency.
- h. The Agency should have basic infrastructure in terms of electronic and non-electronic gadgets which will be used by the security personnels.
- i. The Agency should be ISO certified and be a member of a professional security association.
- j. The Agency besides providing security services should be capable to monitor traffic safety, parking & trace passing.
- k. Agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the University and shall not knowingly lend to any person or company any of the effects of the Institute under its control.
- l. The security staff shall not accept any gratitude or reward in any shape. The agency shall have his own Establishment/setup/mechanism/Training institute to provide training aids or should be tied up with a training institute, with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Police for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract. Training facilities should be as required by "Private Security Agencies Rules".
- m. The University shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly services provider/Agency reserves the right to change the staff with prior intimation to the University in writing.
- n. The Agency/service provider shall withdraw/replace such security personnel who are not found suitable by the University for any reasons forthwith but within 24 hours if such request is made.
- o. The Agency/service provider shall engage such number of required Security Personnel as required from time to time. The Security Personnel engaged by the Agency/ service provider shall be the employees of the Agency/service provider and it shall be Agency/service provider's duty to pay salary and other dues as applicable every month. There is no master & servant relationship and further that no person of the service provider shall be employee of the University nor have any claim for absorption in BHU, Varanasi.
- p. The Security Personnel to be provided by the Agency/service provider may have to work at anywhere at BHU main campus, Kamachcha, Trauma Centre including RGSC, Barkachha, Mirazapur. The said Security Personnel will be paid emoluments as per rates prevalent in the city where they are deployed.
- q. The Agency/service provider's personnel shall not claim any benefit/compensation/absorption/regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
- r. The Agency/service provider's personnel shall not divulge or disclose to any person, any details of office, operational processes, security arrangements and administrative/organizational matters as most are of confidential/ secret nature.

- s. The Agency/service provider's personnel working should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of office.
- t. The Agency/service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- u. The Agency/service provider shall be responsible for any act of indiscipline on the part of persons deployed by it.
- v. That the persons employed by Agency/service provider shall not be below the age of 18 (eighteen) years.
- w. The Agency/service provider has to provide photo identity cards to the Security Personnel deployed in the University.
- x. The Agency/service provider shall provide suitable uniforms consisting of Shoes, Dress, and Sweater to all Security Personnels. Such Security Personnel without complete uniform will be treated as absent.
- y. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the sole responsibility of the Agency/service provider.
- z. Working hours would be normally in shift as fixed by the University as per requirement.
- aa. That the Agency/service provider will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of the statutory obligation under all related legislations as applicable to it from time to time including Minimum Wages Act, Employment Provident Fund, ESI Act etc. and the University will not incur any liability for any expenditure whatsoever on the persons employed by the Agency on account of the obligation. The Agency will be required to provide particulars of EPF, ESI of its personnels engaged under it.
- bb. The Agency will be responsible for compliance of provisions of various labour laws as may be applicable to them.
- cc. That the Agency/service provider must ensure that the wages of their deployed staff are released within 7 (seven) days of the following month, irrespective of receipt of payment from BHU, Varanasi, preferably by crediting the respective bank account.
- dd. The Agency/service provider shall pay wages as decided by BHU, Varanasi from time to time to all deployed staff depending on their performance and experience. The Agency/service provider shall issue salary slip to all deployed staff on monthly basis accordingly.
- ee. No wage/remuneration will be paid to any staff for the days of absence from duty. This applies when there is no leave balance in account of the employee.
- ff. The Agency/service provider shall provide suitable replacement of any Security Personnel leaving the job at the earliest at no extra cost.

- gg. There will be penalty upon personnel of the Agency/service provider for availing any unauthorized leave (i.e. leave without proper advance information) which will be equivalent to 1 (one) day salary of the concerned personnel of the Agency/service provider.
 - hh. The University shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Agency/service provider.
 - ii. That the Agency/service provider on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff. If the University suffer any loss or damage on account of negligence, default or theft on the part of the employees/agents of the Agency, then the Agency/service provider shall be liable to compensate for the same. The Agency/service provider shall keep the University fully indemnified against any such loss or damage.
 - jj. The University shall maintain an attendance register in respect of the staff deployed by the Agency/service provider on the basis of which wages/remuneration will be paid in respect of the outsourced staff at the approved rates.
 - kk. The Agency/service provider shall conduct minimum two times per month, a physical inspection of their staff and countersign the attendance register at the University or any Dept./faculty/inst.etc where Security Personnel is provided.
 - ll. No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the Agency/service provider directly or indirectly to any person, firm or whosoever.
 - mm. Either party can terminate the agreement by giving 3 (three) month notice in advance. If the Agency fails to give 3 (three) month notice in writing for termination of the agreement, then Performance Bank Guarantee (PBG) will be forfeited.
 - nn. That on the expiry of the agreement, unless extended formally, the Agency will withdraw all its personnel and clear their accounts by paying them all their legal dues.
 - oo. In the event of any dispute arising out of or concerning any of the clauses of the agreement, the matter will be referred to the competent authority of BHU, whose decision shall be binding on both the parties.
 - pp. The personnel of the Agency/service provider shall not join any labour union or resort to strikes or demonstrations or any other agitation of this nature. The personnel shall neither directly or indirectly join nor assist any commotion of civil nature and they will render their sincere services during any kind of natural calamities to their best extent.
8. The technical bids will be opened online by a committee of members duly constituted for the purpose at the time and date as specified in the tender document. All statements, documents, certificates, proof of EMD /Tender fee /Affidavits, etc uploaded by the bidders will be verified and downloaded for technical evaluation and the result of technical bid evaluation will be displayed on the www.eprocure.gov.in which can be seen by all bidders who participated in the tender.

9. In the event of the date being declared as a closed holiday for BHU's office, the due date for submission of bids online and opening of bids online will be the following working day at the appointed times.
10. The bidders should download the **BoQ.xls** from CPP Portal and fill in the blank spaces provided for mentioning the name of bidder and rates. Bidders need not modify any other text or background shown in the BOQ template or replace it with any other copy of same **BOQ in .xls format**. The Central Public Procurement Portal (www.eprocure.gov.in) will accept the BOQ template only and hence the rate should not be quoted in any other place except BOQ template.
11. The Financial bid (price bid) i.e Bill of Quantity (BOQ) of only technically qualified bidders will be opened online by a committee and the result will be displayed on the www.eprocure.gov.in which can be seen by all bidders who participated in the tender.
12. Tenderer should indicate whether the prices quoted are exclusive or inclusive of taxes.
13. Cartel Formation and Quoting Prices in Pool-Tenderers may note that Offers of such firms who resort to unethical practice of cartel formation and quote prices in a pool shall be rejected and the parties so shall also not be considered for award of any contract for the next two years in this University.
14. The Agency has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/- (As per Annexure-B) that the firm is not providing the same services at lower rates quoted in this tender to any Government/Private organization or any other institution during past one year, as per "FALL CLAUSE". Further, If at any time during the concurrency of Contract period, the firm decreases the Agency commission to any other firm or Govt. Organization Central or State or any statutory undertaking of the Central or State Govt. as the case may be, at a price lower than the price chargeable under the contract, it shall forthwith inform such reduction to the Registrar – BHU and the commission payable under the contract for services after the date of coming into force of such reduction shall stand correspondingly reduced. However, if it is discovered later on that the firm failed to inform the University about the reduction in the commission and continues to charge higher rates, *is liable to be deducted from E.M.D. or Performance Guarantee. Furthermore, such firm is liable to be debarred from doing any business with the University in future.*
15. The firm has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/- (Annexure-C) that there is no vigilance/CBI/FEMA case pending against the firm/supplier. The covering letter on the firm's letter head mentioning list of documents enclosed will be submitted by each bidder as per Annexure-D.
16. At any time prior to the date of submission of bid, Registrar, BHU, may, for any reason, whether at his own initiatives or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment. All prospective bidders/ tenderer who have received the bidding document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid. Registrar, BHU, may at his discretion, extend the date and time for submission of bids.
17. Payments shall be made after satisfactory execution of the order in satisfactory condition on bill basis on conclusion of the calendar month only on the basis of duties performed by each person during the preceding month. However, The Service Provider shall ensure that the salary to the persons so employed is paid by 7th day of the succeeding month at least @ Minimum wages, including the Dearness Allowance, notified by the Government of labour dept. from time to time.

18. The University shall deduct TDS for income tax, surcharges and Education or other Cess if any at source under section 194-C of the income tax Act. 1961 from the contractor at the prevalent rates of such sum as income tax on the income comprised their as per instructions issued by Govt. of India from time to time.
19. The University at its discretion may empanel more than one party.
20. Approximate number of persons to be hired during the tenure of contract period of three years as per existing position are 951 No. of guards (904 Security Guard & 47 Female Security Guards) 50 No. of Armed guards, 52 No. of Supervisor. Fresh posts can be added and existing positions can increase or decrease depending upon requirement and other factors.
21. The agencies in their own interest are advised to work out the "SERVICE CHARGES" and quote in price bid. The University shall not be altering rates or service charges so fixed during currency of contract or for any further period as may be mutually agreed upon.
22. The selected Agency to whom the work order will be awarded shall create a Welfare Fund for the welfare of the security personnel deployed in University by contributing 25% of the Service Charge fixed during the contract period. This Welfare Fund shall be utilized by the Chief Proctor, BHU for welfare measures to be taken for the security personnel so deployed.
23. In order to avoid complications in future dates, the University reserve the rights to reject the tender(s) quoting unworkable service charges in a bid to grab the contract unethically.
24. The University reserves all rights to make any changes in terms and conditions of the tender and also to reject any or all bids without assigning any reason thereof.
25. The Vice Chancellor, B.H.U. or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.
26. Jurisdiction in all disputes suits will be in court of Varanasi.
27. For any clarification and further details contact Telephone No: 0542 -2369134, Email ID chiefproctor@bhu.ac.in or contact in person during office hours.

Sl. No.	Position	Age	Minimum Educational qualification	Physical Standard	Experience	Remark
1.	Security Guard	For Ex. Servicemen not more than 55 years and not less than 18 years	10 th /12 th Pass	Height 5'7" minimum (except hill tribes), Physically fit		Should be able to read and write Hindi & English
2.	Security Guard	For trained Civilian Guards not less than 21 years & not more than 50 years	Minimum 12 th pass	Height 5'6" minimum, Physically fit	Minimum experience of 1 year of guarding. Should be ex-employee of paramilitary forces or state police or trained as per norms of NCC/ Scouts/Guides	Should be able to read and write Hindi & English, Some type of exposure on computers
3.	Security Armed Guard	For Ex. Servicemen not more than 55 years and not less than 18 years	10 th /12 th Pass	Height 5'7" minimum (except hill tribes), Physically fit		Should be able to read and write Hindi & English All India/State armed licence is compulsory for Security Armed Guard.
4.	Supervisor	Not more than 55 years, in case of ex-serviceman and 50 years in case of civilian	JCO Rank in case of Ex-Serviceman & minimum graduate in case of civilians	Height 5'6", physically fit	In case of ex-serviceman computer literacy, in case of civilians 03 years of experience with computer literacy	Presentable, good oral and written Hindi/English communication skills

**DECLARATION REGARDING THE FIRM IS NOT PROVIDING ITS SERVICES AT LOWER
RATES**

(Affidavit of Rs. 10/- duly attest by the Notary Public)

Date:

The Registrar
Banaras Hindu University
Varanasi – 221 005

Sir,

Re.: Tender Enquiry No.:Dated _____ for ‘providing manpower service on outsourcing basis for a period of _____ w. e. f. _____ to _____.’.

I/we hereby declare that my company / firm is not currently providing its services at lower rates quoted in the tender to any government / private organisation or any other institution during past one year. Further, if at any time, our firm / company reduces the price or offers such services to any persons / organisations / bodies etc. at a price lower than the price chargeable under the contract, I / We shall inform such reduction to the university immediately. I / We hereby give our consent that if it is recovered later on that our firm failed to inform the University about the reduction at service price and continues to charge higher rates then our firm / company should be debarred from doing any business with the University in future.

Yours faithfully

(Signature of the Bidder)

Printed Name

Designation

Seal

DECLARATION REGARDING CLEAN TRACK BY BIDDER

(on Company's / Firm's letterhead)

Date:

The Registrar
Banaras Hindu University
Varanasi – 221 005

Sir,

Re.: Tender Enquiry No.:Dated _____ for 'providing manpower service on outsourcing basis for a period of _____ w. e. f. _____ to _____'.

I/we carefully gone through the Terms & Conditions contained in the above referred Tender Document. I/we hereby declare that my company / firm is not currently debarred / blacklisted or no legal case pending by any Government / Semi Government Organizations / Institutions in India or abroad. In addition to this there is no vigilance/CBI /FEMA case pending against the firm/company. I/we further certify that I'm competent officer in my company /firm to make this declaration.

Or

I/we declare the following

No .	Country in which the company is debarred/blacklisted/cas e is pending	Black listed/debarred by Government/Semi GovernmentOrganizations/Instituti ons	Vigilance/CBI / FEMA case pending	Reaso n	Since whenand forhow long

(NOTE : In case the company / firm was blacklisted previously, please provide the details regarding Period for which the company / firm was blacklisted and the reason/s for the same)

Yours faithfully

(Signature of the Bidder)

Printed Name

Designation

Seal

LIST OF DOCUMENTS ENCLOSED

(on Company's / Firm's letterhead)

Date:

The Registrar

Banaras Hindu University

Varanasi – 221 005

Sir,

Re.: Tender Enquiry No.: Dated _____ for providing manpower service on outsourcing basis for a period of _____ w. e. f. _____ to _____..

I/we are enclosing following documents :

- | | |
|--|----------|
| 1. Non – refundable Tender Fee of Rs. 5,000/- | YES / NO |
| 2. Earnest Money Deposit (EMD) for an amount of Rs. 15 Lakh | YES / NO |
| 3. MSME / SSI / NSIC Certificate, if available | YES / NO |
| 4. Labour license under Contract Labour (R&A) Act, 1970 | YES / NO |
| 5. Copy of Provident Fund Registration number | YES / NO |
| 6. ESI registration number | YES / NO |
| 7. Trade Tax Registration from Trade Tax Office. | YES / NO |
| 8. GST registration certificate | YES / NO |
| 9. Documents regarding the existence and registration of the firm | YES / NO |
| 10. PAN Card | YES / NO |
| 11. Copy of Income Tax Return of last three financial year | YES / NO |
| 12. Audited Balance Sheet of firm / company of last three financial year | YES / NO |
| 13. Original Affidavit on a non – judicial stamp paper (Annexure – 1) | YES / NO |
| 14. Declaration regarding Clean Track Record (Annexure – 2) | YES / NO |
| 15. Client List where the firm is providing its services | YES / NO |
| 16. Bank Account of the firm | YES / NO |
| 17. Undertaking for compliance of the terms and conditions | YES / NO |
| 18. Price Bid. However, the same will be opened online only. | YES / NO |

Yours faithfully

(Signature of the Bidder)

Printed Name

Designation

Seal