

CENTRAL SANSKRIT UNIVERSITY

(Established by an Act of Parliament)

JAIPUR CAMPUS

(Formerly Rashtriya Sanskrit Sansthan, Deemed To Be University)

Under Ministry of Human Resource Development, Govt. of India

Triveni Nagar, Gopalpura Bye-Pass, JAIPUR – 302018

Advt.02/2020-21/

Dated : 16.06.2020

Tender Document

Sub.: "Inviting Bids for engaging Service Provider Firm for out Sourcing the security services in Central Sanskrit University, Jaipur Campus, Triveni Nagar, Jaipur.

Sir/Madam,

The Central Sanskrit University, Jaipur Campus Triveni Nagar Gopalpura Bypass, Jaipur-302018, is a study centre of Central Sanskrit University, New Delhi. The Campus is imparting Sanskrit Education and undertakes, aids, promotes and co-ordinates research in Sanskrit learning including teachers' training courses.

2. Sealed competitive Bids are invited by the University's, Jaipur Campus Jaipur from the reputed and registered Consultants/Service Provider Firm's for providing Manpower through service contract initially for a period of 01 (one) Year from date of award of the contract which may be extended by another period of one year.

A. Area of the Building : 85926 Sq. Mtrs. having approximately 140 Rooms and Toilets, Meeting Room, Auditorium, Canteen, Corridors, Stairs, a residential Quarters and open area as well as enclosed surrounding areas on the ground floor. Parties are advised to see the location.

Address/Location of the Building : Central Sanskrit University
Jaipur Campus Triveni Nagar
Gopalpura Bypass, Jaipur-302018

B. Man Power required:

| S.no. | Category of Manpower | Minimum qualifications or/ and Experience | Number of workers required |
|-------|----------------------|---|----------------------------|
| 1. | Security Guards | 8 th Pass | 03 (Three) |
| 2. | Security Guards | 8 th Pass | 03 (Three) |
| 3. | Security Guards | 8 th Pass | 03 (Three) |

Total nine security guards. The number may be increased if required.

An outline of tasks to be carried out by different category of manpower provided is detailed as under:

| S.no. | Category of Manpower | Responsibilities |
|-------|----------------------|--|
| 1 | Security Guards | To provide one security guard each at main gate, girls and Boy's Hostel. |

3. Quoted Price :

- (a) The Bidder shall quote unit rate which shall comprise of monthly remuneration. ESI & Other statutory costs and service charges in the format of quotations attached (Annexure-A)
- (b) The service tax and any other such tax liable to be paid by the client shall be quoted by the bidder separately.
- (c) The rate quoted shall be fixed for the duration of the contract and shall not be subject to adjustment except the statutory provisions, if amended.

In case of change in rate due to statutory provisions, only such change will be accepted and not any additional liability i.e. percentage of profits/service charge/s etc. As such, the bidder while submitting the bid should specifically, quote the rates etc. in this regard.

- (d) The Bidders shall deposit Rs.60,000/- (Rupees Sixty Thousand Only) in the form of Bank Guarantee valid for 90 days after the date of submission of bids or DD/Pay order drawn in favour of Director, Central Sanskrit University, Jaipur Campus, Jaipur payable at Jaipur as earnest money along with the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.

(e) The selected firm has to furnish performance security in the form of Bank Guarantee for an amount of 10 percent of the value of the contract valid for fourteen months from the date of award of the contract or Demand Draft/Pay order drawn in favour of, Director, Central Sanskrit University, Jaipur payable at Jaipur. The performance security shall be submitted within 10 days from the date of notification of awarding the contract to the selected agency. This performance Security may taps only when the selected firm do not follow all or any of the terms & conditions as laid in 6.

(f) Telex or Facsimile Bid are not acceptable.

4. Each Bidder must submit only one Bid.

5. Validity of Bid:

The bid shall remain valid for a period not less than 90 days after the deadline fixed for submission of Bids.

6. Terms and Conditions:

(a) The remuneration shall be disbursed through cheque/RTGS at Central Sanskrit University, Jaipur Campus, Jaipur premises in the presence of representative of the Jaipur Campus of the University.

(b) The Contracting Agency will ensure payment by the 5th of every succeeding month to their employees provided to the University's Jaipur Campus, Jaipur as per the monthly remuneration quoted without any deduction.

(c) The Contracting Agency will submit the invoice/bill along with proof of disbursement in triplicate after making the payment to the employees provided to the University's Jaipur Campus, Jaipur supported with the following documents:

(i) Details of disbursement made to the staff furnishing cheque details for each payment.

(ii) Proof of payment of statutory obligation such as ESI, Service Tax and any other applicable tax.

Payment to the contracting agency will be released within 15 days from date of receipt of the invoice bill

(d) The contracting Agency will provide identity card to all his employees deputed as per the format suggested by the indenting office valid for the period of contract.

- (e) The contracting agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indenter/Client.
- (f) It is mandatory for the contracting agency to submit the attested copy of license obtained from the Home Department Government of Rajasthan/Rajasthan Sainik Kalyan Board for running the business of private security agencies operating in the State of Rajasthan failing which the bid will be treated as disqualified/non-responsive.
- (g) The normal office hours of University's Jaipur Campus, Jaipur is from 9.30AM to 6.00PM five days from Monday to Friday. However, the contracting agency will deploy their workers and provide the Security services round the clock all the days in a month according to the duty timings shown at pre-pages/above. University also reserves the right to request for the services of additional/extra manpower. The Contracting agency will be compensated, for the extra manpower provided by the agency as per the rates quoted.
- (h) In case of absence on any working day, the monthly remuneration will be regulated as per the following formula:

Total Monthly Remuneration = Monthly Remuneration minus(-) A-1

Where A 1 = $\frac{\text{Monthly Remuneration}}{\text{Total nos. of days in the month}} \times \text{Number of Days of absence}$

- (i) The candidates/manpower provided by the contracting agency shall be accepted only after scrutiny by the University. Therefore, minimum three-four bio-data shall be made available against each slot in each category. The candidate may be invited for personal discussion also. No conveyance or any other charges will be paid by University 's Jaipur Campus, Jaipur. In case, none is found suitable then additional bio-data shall be made available by the Contracting Agency, promptly i.e. within 24 hours. The replacement of a candidate on account of absence/unsuitability for University Shall be made within 24 hours.
- (j) The contracting Agency will be required to sign a contract with the Central Sanskrit University, Jaipur Campus, Jaipur as per the Model Contract enclosed for ready reference. The other terms and conditions specified in the Bid document and accepted bid will also form the part of the Model Agreement.
- (k) In case of any loss, theft/sabotage caused by/ attributable to the personnel deployed, the university reserves the right to claim and recover damages from Contracting Agency.

- (l) The antecedents of all the workers will be got verified from the police by the Contracting Agency before deployment for work.
- (m) The Contracting Agency will deploy the trained and sufficient SC/ST workers who are below the age of 50 years as well as physically fit and mentally alert. The contracting Agency will also ensure that the workers/ staff deployed are free from infectious disease before deployment for work.
- (n) The University shall provide a space for the workers/staff deployed by the Contracting Agency. No. Name Plate of agency shall be allowed and nobody will be allowed to stay in the office premises except the staff of the contracting Agency on duty.
- (o) The Contracting Agency shall provide to their security personnel with impressive summer uniform as well as winter uniform with insignia.
- (p) The Contracting Agency will be responsible for ensuring the adherence of provisions of all the relevant Acts and rules and regulations.
- (q) Procurement of services in question will be subject to the provisions of procurement of goods and services as contained in the General Financial Rules.
- (r) The indenting office shall have absolute right to reject the bid without assigning any reason.

7. Evaluation of Bid:

The indenter will evaluate and compare the bids determined to be substantially responsive i.e. which are properly signed, and conform to the terms & conditions in the following manner:

The bid will be treated as non-responsive if following documents are not attached:

- (a) Brief profile of the firm and evidence to establish that the bidder has successfully executed contracts of similar nature and magnitude in the last 3 (three) years along with an attested copy of the valid registration.
- (b) Audited Balance Sheet & Profit and Loss Account.
- (c) List of Clientele during last 3 years along with cost of assignment.
- (d) Attested copy of the PAN/GST and current IT return.

- (e) Attested copy of proof of EPF registration, if EPF is applicable. An employee whose pay at the time he is otherwise entitled to become a member of the Fund, exceeds (Fifteen Thousand rupees) Per month is an excluded employee from the fund in such case EPF is not applicable.
- (f) Attested Copy of Proof of ESI registration, if ESI is applicable.
- (g) Attested copy of Proof of Service Tax Registration.
- (h) The Bidder shall deposit Rs 60,000/- in the form of Bank Guarantee valid for 90 days after the date of submission of bids or DD/pay order drawn in favour of Director, Central Sanskrit University, Jaipur Campus, Jaipur Payable at Jaipur as Earnest Money along with the bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.
- (ii) Basic rates of wages, quoted below minimum wages applicable for un-skilled, semi-skilled, skilled, clerical and non-technical supervisory staff, in the state of Rajasthan shall render the Bid to be disqualified for evaluation. In case minimum rates of wages have been fixed by both the central and state government, the rates of wages whichever is higher will be applicable.
- (iii) The evaluation will be done for all the items put together. Indenting Office may award the contract to the lowest evaluated responsive bidder. The selection will be based on cost cum quality based system.

8. Award of Contract:

- (a) The indenter will award the contract to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest price as per Para 7 and the selected firm has to furnish performance security in the form of Bank Guarantee for an amount of 10 percent of the value of the contract valid for fourteen months from the date of award of the contract or Demand Draft/Pay order drawn in favour of the Director, Central Sanskrit University, Jaipur payable at Jaipur. The performance security shall be submitted within 10 days from the date of notification awarding the contract to the selected agency.
- (b) The Indenter reserves the right at the time of award of contract to increase or decrease the requirement of manpower indicated in Para 2 above.

- (c) The indenter prior to the expiration of the bid validity period will notify the bidder whose bid is accepted for the award of contract. The terms of the accepted offer shall be incorporated in the contract.
- (d) Notwithstanding the above, the indenter reserves the right to accept or reject all bids and to cancel the bidding process and reject all bids at any time prior to the award of the contract.

9. Last date and time of receipt of Bids:

You are requested to submit the sealed bids super scribed on the envelope as "Bids for providing security services in Central Sanskrit University, Jaipur Campus, Jaipur on Service Charge basis" latest by 02 July 2020. by 05.00 PM. The tenders will be opened on 03.07.2020 at 03.00 PM in the office of the Central Sanskrit University, Jaipur Campus, Triveni Nagar Gopalpura Bypass, Jaipur 302018 in the presence of bidders on last date of submission of tenders. If the last date of depositing and opening of the tenders happens to be a declared Holiday, then the tenders will be a deposited/opened on the next working day, other terms and conditions and the time schedule remaining unchanged. An earnest money of Rs.60,000/- (Rupees Sixty Thousand Only) is to be deposited along with tender document.

The indenter looks forward to receive the bid in the format of bid attached only and appreciate the interest of the service provider in the Central Sanskrit University, Jaipur Campus, Jaipur.

Yours Faithfully,

Signature



Name : Prof. Arknath Chaudhary

Designation : Director

For and on behalf of the Central Sanskrit University, Jaipur Campus, Jaipur.

MODEL AGREEMENT FOR SERVICE CONTRACT

1.1 THE AGREEMENT

1.1.1 THIS AGREEMENT made and entered into on this (Date) day of (Month) Two Thousand (Year) between the CENTRAL SANSKRIT UNIVERSITY (Established by an Act of Parliament) JAIPUR CAMPUS (Formerly Rashtriya Sanskrit Sansthan, Deemed To Be University) Under Ministry of Human Resource Development, Govt. of India located at Triveni Nagar, Gopalpura Bypass, jaipur (Hereinafter called indenting office which expression Shall where the context so admits include its successors and permitted assigns) of the one part, and

1.1.2 NAME OF THE CONTRACTING AGENCY] A [ADDRESS] (hereinafter called the contracting agency which expression shall where the context so admits include its successors and permitted assigns) of the other part.

1* In the format two types of brackets have been used. These are;

- (i) Square Bracket [] : These brackets indicate the following;
- (a) [xxxxxxxxxxxxx] : Replace the instruction by filling in relevant Text;
- (b) [xx/yy/za] : Among the options choose the applicable one(s) and delete the rests;
- (c) [clause.phrase/sentence] : Optional, choose whichever applicable to the specific requirement.

The square brackets, symbols and the underscores if any are to be deleted on drafting of the agreement.

- (ii) Ordinary Brackets () : These brackets are a part of the text and are to be retained.

DEFINITIONS

The agreement is general in nature where in the particular office has been generally referred to as "Indenting Office" and the agency providing the service as "Contracting Agency". If desired the word "Indenting Office" may be substituted by the acronym of the particular office and the contracting agency by a suitable abbreviated name/acronym.

1.2 PREMABLE

1.2.1 WHEREAS THE CONTRACTING AGENCY is [engaged in/carrying out] define the present business/objective/activity of the Contracting Agency] and is desirous of providing service to the (on/in/for] [Name the area of service contract].

1.2.2 Whereas at its [Name of the office] (hereinafter called the Indenting Office) is seeking service on contract for [name of the area of service contract] as detailed in the Appendix-I to the agreement (hereinafter called the works.)

Now therefore in consideration of the premises and mutual covenants here in hereinafter contained the parties here to agree as follows:

1.3 SCOPE OF THE AGREEMENT

1.3.1 The agreement details the terms and conditions, financial arrangements, responsibilities and obligations of the contracting Agency and indenting office/pertaining to the work and terms and conditions specified in the bid document and accepted bid will also form the part of the model agreement.

1.4 FINANCIAL ARRANGEMENTS

1.4.1 In consideration of the work to the work to be carried out by the contracting Agency the Shall pay the contracting agency as follows after deducting Income Tax at source on the Total amount;

(I) Rs. **per Man Month/Man Day/Man Hour on (Date) of every month for the service to be rendered by the contracting agency Subject to compliance of terms of the agreement by the contracting agency, **Rs. For service contract on.

1.5 MODALITIES OF CONTRACT

1.5.1 This Contract is of nature of service contract for a specified period and not labour contract.

1.5.2 The responsibility of the Contracting Agency and schedule of fulfillment thereof shall be as per Para 2 of the tender document.

- 1.5.3 There will be a screening Committee for evaluation of progress of the Work. This committee shall be set up by the Indenting Office. It will {Fix/identify} the work to be done by the contracting agency, targets/milestones and criteria for completion of the Work. It shall also review the progress of the work at midterm of contract period. If at any state the Screening Committee finds the performance of the CONTRACTING AGENCY unsatisfactory, a notice to that effect will be sent to CONTRACTING AGENCY and if it fails to improve its performance of WORK within seven days of the notice served, the continuation of this agreement will be reviewed by the INDENTING OFFICE and agreement shall be terminated by giving information in writing to that effect to the CONTRACTING AGENCY.
- 1.5.4 For the purpose of providing service, the working hours and day of workers deployed by the contracting agency in the premises of indenting office shall be as per Para 2 of the tender document.

1.6 RESPONSIBILITIES OF CONTRACTING AGENCY

- 1.6.1 CONTRACTING AGENCY shall undertake the work as per Para 2 of the tender document by providing manpower in the premises of the Indenting Office.
- 1.6.2 Contracting agency shall substitute suitable workers in lieu of those provided by it in the Indenting Office for the purpose of work, if not found suitable by the indenting office on initial evaluation within 48 hours of written notice. Similarly the Indenting office will continue to hold the right to reject the replacement provided and ask for substitutes in cases of absentees/sick workers or otherwise on valid reasons.
- 1.6.3 Contracting agency shall on receipt of advance notice of not less than 24 hours from the indenting office, provide additional manpower or make temporary withdrawal of manpower provided by it.
- 1.6.4 Contracting agency shall be responsible for payment of salary, grant of leave and providing coverage for insurance medical benefits or such other statutory benefits to its workers provided by it in the indenting office. The indenting office shall not be responsible for making any payment to them. Workers provided by contracting agency shall be employees of the contracting agency for all purpose and the indenting office shall not have liability of any kind towards workers.
- 1.6.5 Contracting agency shall be responsible for any damage to the property/equipment/material of the indenting office by its personnel during the course of or subsequent to the work being rendered. Intimation regarding damage shall be given in writing to the contracting agency within a week.

1.6.6 Liquidated damages for defaults on the part of the contracting agency will be recovered from it. The decision of the head of indenting office shall be final in this regard.

1.7 RESPONSIBILITIES OF THE INDENTING OFFICE

1.7.1 Indenting office shall provide all the basic working data available with it and afford all working facilities available with it to the authorized workers provided by the contracting agency for fulfillment of the work.

1.7.2 Indenting office shall permit the duly authorized workers of the contracting agency at all convenient times to enter into and upon its premises where work is to be performed.

1.7.3 Indenting office will maintain a separate record of attendance of no. of workers provided by the contracting agency. The payment will be released to the contracting agency on pro rata basis after deducting the days of absence without suitable replacement or poor performance.

1.8 COMPLETION:

1.8.1 The work shall be deemed to have been completed on expiry of period of this contract and release of final payment to the contracting agency by the indenting office subject to review by the screening committee set up vide provision 1.5.3

1.9 CONFIDENTIALITY

1.9.1 During the tenure of the agreement and [.....] thereafter the contracting agency undertake on their behalf and on behalf of their subcontracts/employees/representatives/associates to Maintain strict confidentiality and prevent disclosure thereof of all the information and "data exchanged/generated pertaining to work under this agreement for any purposes other than in accordance with the agreement.

2.1 FORCE MAJERE:

2.1.1 Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force major events such as but not limited to acts of God, war, flood earthquake, strike, lockouts, epidemics, riots, civil commotion etc., Provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-Majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

2.2 EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT

- 2.2.1 The agreement shall be effective from the date of acceptance of the offer as shown in the letter of acceptance of offer and award of work issued to contracting agency and shall remain in force for a period 12 months from the said date.
- 2.2.2 The agreement shall be deemed to expire on the completion of the period, as provided in Para 1.8.1 unless extended by both the parties.
- 2.2.3 During the tenure of the agreement, parties hereto can terminate the agreement either for breach of any of the terms and conditions of this agreement or otherwise by giving a (months) notice in writing to the defaulting party. Failure of either party to terminate the agreement on account of breach or default by the other shall not constitute a waiver of the party's right to terminate this agreement.
- 2.2.4 In this event of termination of the agreement vide provision 2.2.3 the right and obligations of the parties thereto shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by indenting office.
- 2.2.5 In the event of termination of agreement, the contracting agency shall be liable to refund the amount, if any, paid in advance to it by the indenting office.

2.3 NOTICE

- 2.3.1 All notices and other communications required to be served on the considered to be duly served if the same shall have been delivered to, left with or posted by registered mail/speed post to the contracting agency at its last known address. Similarly, any notice to be given to the indenting office shall be considered as duly served if the same shall have been delivered to, left posted by registered mail/speed post to the indenting office at its registered address at Central Sanskrit University, Jaipur Campus, Triveni Nagar, Gopalpura Bypass, Jaipur.

2.4 AMENDMENTS OF THE AGREEMENT

- 2.4.1 No amendment of modification of this agreement shall be shall be valid unless the same made in writing by both the parties and their authorized representative and stating the same to be an amendment of this agreement. The modifications/Changes shall be effective from the date on which they are made/executed, unless otherwise agreed to

2.5 ASSIGNMENT OF THE AGREEMENT

2.5.1 The rights and / or liabilities arising to any party to this Agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

2.6 DISPUTE SETTLEMENT

2.6.1 In the event of any dispute or difference between the parties arising out of in connection with the terms and conditions of this agreement the decision of indenting office will be final. Jurisdiction for settlement of disputes or differences shall be Jaipur.

SEAL OF THE PARTIES

in witness whereof the parties hereto have signed this agreement on the day, month and year mentioned hereinbefore.

Parties

For and on behalf of Central Sanskrit

University, Jaipur Campus, Jaipur

Signature

Name

Designation

Seal

Parties

For and behalf of Contracting Agency

Signature

Name

Designation

Seal

Witness (Name and address)

1.

2.

Witness (Name and address)

1.

2.