

Savitribai Phule Pune University



MAIN TENDER DOCUMENT

(THIRD CALL)

Name of Work: Providing Security Services on the Campus of Savitribai Phule Pune University.

TENDERING PROCEDURE

1. GUIDELINES TO BIDDERS ON THE OPERATIONS OF ELECTRONIC TENDERING SYSTEM OF SAVITRIBAI PHULE PUNE UNIVERSITY

1.1 BLANK TENDER FORMS

Tender Form can be downloaded from the e-Tendering Portal of Government of Maharashtra i.e. <http://www.mahatenders.gov.in> after entering the details of payment towards Tender Fees as per the **Tender Schedule**.

1.2 PRE-TENDER CONFERENCE

1.2.1 Pre-tender conference will be held on **20th Oct. 2014**

1.2.2 The prospective tenderers are free to ask for any additional information or clarification either in writing or orally concerning the work, and the reply to the same will be given by the **Security Officer, Security Dept. Savitribai Phule Pune University, Pune-411 007** and the same will be made available on e-tendering portal of Government of Maharashtra i.e. **www.mahatenders.gov.in** and this clarification referred to as common set of conditions/deviations (C.S.D.), shall form part of tender documents and which will also be common and applicable to all tenderers. The point/points, if any, raised in writing and/or verbally by the contractor in pre-tender conference and not finding place in C.S.D. issued after the pre-bid conference, is/are deemed rejected. No individual correspondence will be made thereafter with the contractor in this regards.

1.3 The tender submitted by the tenderer shall be based on the clarification and shall be unconditional. **Conditional tenders will be summarily REJECTED.**

1.4 All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as non responsive.

1.5 Tenderers should have valid class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to **www.mahatenders.gov.in** and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate'.

1.6 For any assistance on the use of Electronic Tendering System, Users may call the number:

24x7 Help Desk Toll FREE No-18002337315

1.7 Tenderers should install the Mandatory Components available on the Home Page of **www.mahatenders.gov.in** under the section '**Mandatory Components**' and make the necessary Browser Settings provided under section '**Internet Explorer Settings**' **<https://www.mahatenders.gov.in>**.

2. PRE-REQUISITES TO PARTICIPATE IN THE TENDERS PROCESSED BY SAVITRIBAI PHULE PUNE UNIVERSITY:

2.1 ENROLMENT AND EMPANELMENT OF CONTRACTORS ON ELECTRONIC TENDERING SYSTEM:

The Contractors interested in participating in the Tenders of Savitribai Phule Pune University process by using the Electronic Tendering System shall be required to enroll on www.mahatenders.gov.in the Electronic Tendering System to obtain user ID.

After submission of application for enrolment on the System, the application information shall be verified by the authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Contractor shall be approved. The Contractors may obtain the necessary information on the process of enrolment either from Helpdesk Support team or enroll directly on Web site www.mahatenders.gov.in.

2.2 OBTAINING A DIGITAL CERTIFICATE

The Digital Certificates are issued by an approved Certifying Authority Authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data/ information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data during the Bid Preparation. In case, during the process of preparing and submitting a Bid for a particular Tender, the Contractor loses his/her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate secure and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the partnership Firm. The partnership firm has to authorize a specific individual by an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner is required to authorize in the same form.) to use the digital certificate as per Indian Information Technology Act, 2000.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authorized User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Government of Maharashtra as per Indian Information Technology Act, 2000. The Digital Signature of this Authorized user will be binding on the Firm. It shall be the responsibility of partners of the firm to inform the certifying Authority or Sub-Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant. For information of the Process of application for obtaining Digital Certificate, the Contractors may visit the section 'Digital Certificate' on the Home Page of the Electronic Tendering System.

2.3 RECOMMENDED HARDWARE AND INTERNET CONNECTIVITY

To operate on the Electronic Tendering System, the Contractors are recommended to use computer System with at least 1 GB RAM and broadband connectivity with minimum 512 kbps band width, Windows 7.0, Java 6.10 and I.E.7.0 and above.

2.4 To operate on the Electronic Tendering System of Government of Maharashtra, the Computer System of the Contractors is required be set up. The Contractors are required to install Utilities available under the section Mandatory Installation Components on the Home Page of the System. The utilities are available for download freely from the above mentioned section. The Contractors are requested to refer to the E-Tendering Toolkit for Bidders available online on the Home Page to understand the process of setting up the system, or alternatively, contact the Helpdesk support Team on information / guidance on the process of setting up the System.

3. STEPS TO BE FOLLOWED BY CONTRACTORS TO PARTICIPATE IN THE E-TENDERS PROCESSED BY MAHA TENDERS

3.1 PREPARATION OF ONLINE BRIEFCASE

All Contractors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and submission stage. In Case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a single pdf file of all the documents of same type or compress the documents in a single compressed file in .zip or .rar formats and upload the same.

It is mandatory to upload the documents using the briefcase facility. Therefore, the Contractors are advised to keep the documents ready in the briefcase to ensure timely bid preparation.

Note: Uploading of documents in the briefcase does not mean that the documents are available to Savitribai Phule Pune University at the time of tender Opening stage unless the documents are specifically attached to the bid during the online Bid Preparation as well as during Decryption.

3.2 ONLINE VIEWING OF DETAILED NOTICE INVITING TENDERS

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenderers released by Savitribai Phule Pune University on the e-Tendering Portal on <http://www.mahatenders.gov.in> under the Organization Savitribai Phule Pune University.

3.3 DOWNLOAD OF TENDER DOCUMENTS

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tenderer, the bidder must purchase the bidding documents online by filling up details of Demand Draft towards the cost of tender form fee.

3.4 ONLINE BID PREPARATION

Submission of Bids will be preceded by online bid preparation and submission of the digitally signed within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of Savitribai Phule Pune University. In the Uploadable document type of templates, the Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

3.5 SHORT LISTING OF CONTRACTORS FOR FINANCIAL BIDDING PROCESS

The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The short listed Contractors will be intimated by e-mail.

3.6 OPENING OF THE FINANCIAL BIDS

The Contractors must be present in the office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available on the Savitribai Phule Pune University e-Tendering Portal immediately after the completion of opening process.

3.7 TENDER SCHEDULE (KEY DATES)

The Contractors are strictly advised to follow the Dates and Times allocated to each stage under the column "Contractor Stage" as indicated in the Time Schedule in the detailed tender notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule. At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

4. SUBMISSION OF DOCUMENTS AND TENDER OPENING :

4.1 COVER I: DOCUMENTS TO BE UPLOADED AT THE TIME OF ONLINE SUBMISSION.

Scanned copies of the following documents shall be uploaded by the bidder in Cover No. 1 at the time of online submission of the bid:

4.1.1 Demand Draft / Banker's Cheque of Rs. 10,000/- (Rs. Ten Thousand only) from any Nationalized / Scheduled Bank for the amount of Tender Fee which is non-refundable.

4.1.2 Demand Draft / Banker's Cheque of Rs. 5,00,000/- (Rs. Five Lakh only) from any Nationalized / Scheduled Bank for the amount of earnest money.

4.1.3 Valid certificate of Registration under Shops & Commercial Establishments Act, 1948 duly renewed.

4.1.4 Valid Registration Certificate under Employees Provident Fund and Misc. Provisions Act, 1952. Registration, which should be in the same name and style as the tenderer's name and style.

4.1.5 Valid Registration Certificate under Employees State Insurance Act. Registration should be in the same name and style as the tenderer's name and style.

4.1.6 Valid Income Tax PAN Card of the Bidder Company / Firm.

4.1.7 Valid License from labour commissioner to employ contract labour under the Contract Labour (R&A) Act. (The contractor should have contract labour license from Pune area or he should undertake to obtain the requisite certificate of license before commencement of operations as successful bidder) License should be in the same name and style as the tenderer's name and style.

4.1.8 Valid authority in favour of the person signing the tender document.

4.1.9 Valid Professional Tax Registration Certificate which should be in the same name style as the tenderer's name and style .

4.1.10 Certificate issued by the Chartered Accountant of annual turnover of the tenderer, in respect of providing security services to Government/Semi-Government /Public/ Private Organisations which should be in the same name and style as the tenderer's name and style.

4.1.11 Experience Certificates obtained from the client whom security staff of not less than 200 has been provided presently. Certificate should be in the same name and style as the tenderer's name and style signed by competent authority of the client. (As per format given in Annexure III only)

4.1.12 Declaration of the bidder about adequate infrastructure, employees in his employment and experience of providing security services, etc. (As per format given in Annexure II)

4.1.13 An affidavit (As per given format) regarding completeness, correctness and truthfulness of documents and statement submitted online in COVER No.1.

Note: - All documents from Sr. No. 4.1.1 to 4.1.13 shall be uploaded by the bidder at the time of online submission of the bid correctly and completely otherwise his financial bid will not be opened. Even though the Bidders meet the qualifying criteria, they are liable to be disqualified if they have made misleading or false representation in the Statements, attachments submitted as proof in support of the qualification requirements.

4.2 COVER II (FINANCIAL BID)

1.The Tenderer shall quote his financial offer duly signed in terms of item rates at the Appropriate place of tender template in the online Excel Format File 'Security BoQ' in cover II only. The hourly rates of security supervisor and security assistants are to be calculated as per the Minimum Wages Act, all other applicable laws and statutory charges The rates quoted by Tenderer must include all statutory obligations of the contractor under the Minimum Wages Act and all other applicable laws and service charges of the agency.(Note : University exempted from service tax)

The Tenderer should not quote his financial offer anywhere directly or indirectly in Cover No.1.

The bidder shall quote for the work as per details given in the Tender Document and also based on the detailed set of conditions issued / additional stipulations made by the Savitribai Phule Pune University and made available to him on www.mahatenders.gov.in. The tender shall be unconditional. If two or more tenderers comes in L1 category than tender shall be divided equally among all L1 category or committee shall take decision on retendering.

4.3 OFF LINE SUBMISSION

Envelope No. 1 (TECHNICAL BID)

The demand draft of Tender Fee and E.M.D. shall be submitted in Envelope No. 1 clearly mentioning the work name and address of the bidder to the Office of Security Officer, Security Department, Savitribai Phule Pune University, Pune-411 007, on or before last date and time of Bid Submission. **(The demand draft of Tender Fee and E.M.D. will not be accepted by Post/Courier.)** Tenderer should not quote his financial offer anywhere directly or indirectly in Envelope No.1.

4.4 QUALIFYING CRITERIA

- (A) The bidder shall have minimum annual turnover **Rs. 05 Crore** in the last financial year viz. 2012-13.
- (B) The bidder shall have minimum **one thousand employees** in his employment presently.
- (C) The bidder shall have the client whom security staff of **not less than 200** has been provided presently.
- (D) The bidder shall have **five years** experience of providing security services to government/semi-government/Public/Private organizations, corporations, companies, etc.

4.5 SUBMISSION OF TENDER

The bidder shall refer to Section **“Guidelines to Bidders on the operations of Electronic Tendering System of www.mahatenders.gov.in”** for details.

4.6 OPENING OF TENDERS:

On the date, specified in the Tender Schedule, following procedure will be adopted for opening of the Tender:

(A) COVER NO. 1 : (TECHNICAL BID)

First of all COVER No.1 of the tenderers will be opened online to verify its contents as per requirements. If the various documents contained in this envelope do not meet the qualifying criteria prescribed by the Savitribai Phule Pune University, a note will be recorded accordingly by the tender opening committee and the said tenderer's COVER No.2 will not be considered for

further action and the same will be recorded. The decision of the tender opening committee in this regard will be final and binding on the bidders.

(B) COVER NO. 2: (FINANCIAL BID)

COVER No. 2 shall be opened online after opening of COVER No.1, only if the documents submitted in COVER No. 1 meet the qualifying criteria prescribed by the Savitribai Phule Pune University and contents of COVER No.1 are found to be acceptable to the Savitribai Phule Pune University. The quoted rates of the items in Financial Bid of the bidder shall then be read out from the template in the presence of bidders present at the time of opening of COVER No.2.

5. EARNEST MONEY

Earnest Money Rs. 5,00,000/- (Rs. Five Lakh only) shall be paid by a Demand Draft of any Nationalized Bank / Scheduled bank (Earnest money in the form of cheque or call deposit or fix deposit or cash will not be accepted) drawn in favour of the **Registrar, Savitribai Phule Pune University**. Scanned copy of the above document (as the case may be) shall be uploaded in Envelope No. 1 online.

The earnest money will be refunded within 90 Days after making an application by the bidders whose bids are not accepted. In case of successful bidder the Earnest money will be refunded after paying the initial security deposit and completing the tender documents by the bidder. The amount of Earnest Money will be forfeited to the University in case the successful bidder does not pay the amount of initial security deposit within specified time limit. Earnest Money Exemption Certificate shall not be accepted.

6. SECURITY DEPOSIT

The successful bidder has to deposit, security deposit amount of Rs. 10,00,000/- (Rs Ten Lakh only) by way of a demand draft of any Nationalized/Scheduled Bank and Rs. 10,00,000/- (Rs Ten Lakh only) by way of Bank Guarantee of any Nationalized/Scheduled Bank in the name of the **Registrar, Savitribai Phule Pune University**. Total Amount of Rs. 20,00,000/- (Rs. Twenty Lakh only) against the security deposit has to be deposited by successful bidder within ten days after receiving work order from the Savitribai Phule Pune University. On completion of contract security deposit amount will be refunded to the contractor without interest, after submitting the application for the same.

7. TIME LIMIT

The work period as specified in the **N.I.T.** which shall be reckoned from the date mentioned in the written work order for commencing the work.

8. TENDER RATE

No alteration in the form of tender and in any Schedule/Annexure of tender and no additions in the scope of special stipulation will be permitted.

9. TENDER UNITS

The bidders should particularly note the unit mentioned in the Schedule “B” on which the rates are based. No change in the units shall be allowed.

10 CORRECTION

No corrections/alternations shall be made in the tender documents.

11 TENDER ACCEPTANCE :

The tenderer whose bid is lowest, the successful tenderer shall submit all the Attested copies of the scanned documents uploaded online by him in cover No.I, to the office of the Security office, Security Department, Savitribai Phule Pune University after opening of financial bids.

If all above documents meet the requirements of university, further process will be carried out. The decision of the tender opening authority in this regard will be final and binding on the contractor.

Acceptance of tender will rest with the University authorities, Savitribai Phule Pune University. Savitribai Phule Pune_University reserves the right to reject any or all tenders without assigning any reason therefore. The tenderer whose tender is accepted will have to enter in to a agreement within 30 days of being notified to do so. In case of failure on the part of Tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to the University and the offer of the tenderer shall be considered as withdrawn by him.

12. CONDITIONAL TENDER

The tenders who do not fulfill the condition of the notification and the general rules and directions for the guidance of bidder or are incomplete in any respect shall be rejected without assigning any reason therefor.

- 12.1** The bidders shall be presumed to have carefully examined the conditions and specifications of the work and have fully acquainted themselves with all details of the site, the labour conditions and in general with all the necessary information and data pertaining to the work, prior to tendering for the work. (Refer the brief tender document (NIT) for specifications of the work)
- 12.2** The data whatsoever supplied by the Savitribai Phule Pune University along with the tender documents are meant to serve only as guidelines for the bidders while tendering and the Savitribai Phule Pune University do not take any responsibility, whatsoever, either for the accuracy of data or their comprehensiveness.
- 12.3** All scanned pages of tender documents, conditions, specifications, corrections slips etc. shall be initialed by the bidder. The tender should bear full signature of the bidder, or his authorized power of Attorney holder in case of a partnership firm.
- 12.4** The Income Tax at prevailing rates including surcharges or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill or advance payment.
- 12.5** The successful bidder will be required to produce to the satisfaction of the specified concerned authority a valid concurrent license issued in his favour under the provisions of the Contract Labour (Regulation and Abolition) Act 1970 for starting the work. On failure to do so, the acceptance of the tender shall be liable to be withdrawn and also liable for forfeiture of the earnest money.

13. POWER OF ATTORNEY

- 13.1** If the bidders are a partnership firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the power of Attorney, authorizing him to conduct all transactions on behalf of the body, along with the tender as per scanned copy uploaded in Envelope No. 1.
- 13.2** The tenderer may, in the forwarding letter, mention any points he may wish to make clear but the University reserves the right to reject the same or the entire tender, if the same makes the tender conditional.
- 13.3** The bidder shall inform the Savitribai Phule Pune University if he desires to appoint their authorized person on the work.

14. VALIDITY PERIOD

The offer shall remain open for acceptance for minimum period of **120 days** from the date of opening of COVER No.2 (Financial Bid) and thereafter until it is withdrawn by the bidder by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgment due.

GENERAL CONDITIONS OF CONTRACT

1. SCOPE OF THE WORK / CARE OF THE UNIVERSITY PROPERTY

While executing the Security Work, Contractor's Security Assistant / Supervisor for security assistants shall take all possible precautions not to cause damage to any property of the Savitribai Phule Pune University. If the damage is caused to any University property, the Contractor shall have to repair / replace the damaged part of the property at his own cost. If the Contractor fails to do so, recovery shall be made from the Security Deposit or Bills of the Contractor.

2. MODE OF PAYMENT

2.1 The Bills of the Contractor will be paid monthly after the successful completion of one month of the work, subject to submission of the bill supported with the satisfactory work report from the Department concerned / Security Department.

2.2 The payment will be made within 3 weeks from the date of submission of the bill along with supporting documents subject to certification of satisfactory work done by the Department Concerned /Security Department.

2.3 The Contractor shall submit its monthly bill on or before 5th day of succeeding month along with Statutory Compliance Report (**As per Annexure-I**) and necessary supporting documents.

2.4 The Savitribai Phule Pune University shall have a right to withhold the payment of monthly bill in case the Contractor fails to produce a proof of the payments made by them to the employees deployed by them and the statutory compliance as mentioned in the Annexure-I. **The Contractor shall in no case, withhold the payments due to their employees for any reason, whatsoever, including that on account of non-clearance of its bills by the Savitribai Phule Pune University.**

2.5 The Contractor shall disburse the wages/salary of its employees on or before 10th day of the succeeding month and submit the copy of the wage register in token of the payments made to its employees.

- 2.6** The monthly salary of each employee employed by the Contractor should be paid on or before 10th day of every month through the Bank notified by the Savitribai Phule Pune University or any other Nationalized Bank, failing which the contractor shall be imposed a Penalty of Rs. 1000/- per day for every day of delay.
- 2.7** Penalty of Rs. 100/- per security assistant/supervisor for security assistant will be imposed on the contractor if the number of security staff falls shorter than the required number. The said amount of penalty will be deducted by the University from monthly bill of the contractor.

3. TERMINATION OF CONTRACT

- 3.1** If it is observed that the work of the Contractor is not satisfactory, Security in Charge / Security Officer shall issue a notice to the Contractor for improvement in the work. In such case, the Contractor shall be liable for a penalty amounting to Rs. 5,000 per day. Which shall be recovered from the R.A. Bills of the contractor. For this purpose, the Savitribai Phule Pune University shall be the sole judge to decide whether the performance of the Contractor is satisfactory or not and

such decision of the Vice Chancellor of the University shall be final, conclusive and binding on the Contractor and the Contractor shall not be entitled to any compensation in this regard. Furthermore if on account of non-renewal of this contract, the Contractor is required to terminate his employees, then it shall be responsibility of the Contractor to pay the legal dues to his employees. In the event of non-compliance of legal provisions or non-payment of legal dues, the Contractor himself shall be solely liable for the all the costs and consequences. If the work of the contractor does not improve within 7 days even after issuing the notice, the contract can be terminated by the University by giving a prior written notice of 30 days. Under such circumstances, University shall not be responsible for any financial loss caused to the contractor.

- 3.2** If the Contractor makes breach of any condition of contract, the University may terminate the contract by giving a prior written notice of 30 days to the Contractor.
- 3.3** If the Contractor's Security assistants or Supervisors for security assistant or any employee misbehaves with the University staff, students, Security In-charge/Security Officer, Security Officer shall issue a notice to the Contractor for improvement in the behavior. If the misbehavior continues beyond seven days, then the University can terminate the contract by giving a prior written notice of 30 days.
- 3.4** On termination or expiration of the contract, the Contractor shall withdraw the persons deployed by him in connection with this contract from the premises of the University immediately. In case of failure of the Contractor to do so, the University shall have the right to remove such persons from the University premises by resorting to coercive measures and adopt such course as may be deemed necessary and appropriate for that purpose.

3.5 The Contractor may terminate this contract by giving a prior written notice of not less than three months to the University.

3.6 All the disputes arising between the Contractor and University shall be subject to Pune Jurisdiction only.

4. RISK AND COST

In case of failure of the Contractor to provide satisfactory service, the Savitribai Phule Pune University reserves the right to get the Security work done from any other Contractor entirely at the said risk cost of the contractor.

5. FORCE MAJEURE

Any event or circumstance beyond the control of the Parties, such as war, strike, riot, flood, earthquake, act of God etc. prevents one or both Parties from fulfilling their obligations under the Contract, decision of the Vice Chancellor of the Savitribai Phule Pune University shall be a final and binding on the both the Parties.

6. AGREEMENT

The successful bidder will have to make an agreement in a prescribed format, on a stamp paper of Rs. 500/- (purchased by him at his own cost), immediately after the receipt of the Work Order and payment of initial security deposit.

The following documents shall form the parts of this Agreement and parties hereto shall abide the same:

- A.** NIT (Brief Tender Document) and Main Tender Document
- B.** Bill of Quantities (Schedule-B).
- C.** All additional terms and conditions mentioned in the Tender Document sold as blank Tender Form and subsequently submitted by the Contractor while submitting his offer.
- D.** Minutes of Pre-bid meeting and the common set of conditions and deviations issued with reference to Pre-bid Meeting.
- E.** Letter of Negotiations.
- F.** Work Order.

7. OFFER

The bidder shall read carefully all the conditions of the Tender and instructions given in the Tender before quoting his offer in the Financial Bid. He shall read description of work, Scope of work, material and Security assistants requirements, minimum security assistants and supervisor for security assistant requirements, minimum wages act provisions, statutory compliance requirements etc. carefully and quote accordingly. The offers below the requirements of minimum wages and statutory requirements will not be considered.

8. OTHER CONDITIONS

- 8.1** The Contract will initially valid for two years and may be renewed in writing for further period on such terms and conditions as may be mutually agreed upon. The rates agreed and accepted herein shall and would be as per Minimum Wages Act and remain unchanged except a change which might occur on account of change in Basic and Dearness Allowance (DA) declared by the Government of Maharashtra, from time to time during the operative period of this Contract. The Contractor shall not be entitled to raise any demand imposing additional financial burden on the Savitribai Phule Pune University on any count, excluding rise in Basic and Dearness Allowance as mentioned above.
- 8.2** The successful bidder shall be referred to in this document for the purpose of this contract as 'the agency'.
- 8.3** The agency shall obtain all necessary permits/licenses for running the establishment from Municipal Corporation, other local authorities, State/Central Government Department, Labour Department, etc., at its own cost. Savitribai Phule Pune University will not be responsible for any breach of these rules and regulations by the agency.
- 8.4** The agency shall be solely responsible for all statutory payments to its employees /labour under all relevant statutes for the purposes of this Contract. Further, the agency shall keep the Savitribai Phule Pune University effectually indemnified against all claims for compensation under the provisions of any law for the time being in force / brought into force, by or in respect of any workman deployed by the agency directly or indirectly in carrying out the obligations under the contract and against all costs and expenditures incurred by Savitribai Phule Pune University in connection therewith. The Savitribai Phule Pune University shall be entitled to deduct or otherwise recover any amount from the dues money payable by the Savitribai Phule Pune University to the agency on any account by way of compensation as aforesaid or any other nature and costs or expenses in connection with any claim thereto. For this purpose, indemnity bond will have to be executed by the agency in favour of the Savitribai Phule Pune University as Principal Employer before commencement of work under this agreement. The agency shall also keep the Savitribai Phule Pune University as Principal Employer indemnified against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands in any way arising out of or by reason of anything done or omitted to be done by the agency under any law that may be / may become

effectible. The agency would also ensure that its activities do not in any manner disturb officials, teachers, students, residents on the Campus of the Savitribai Phule Pune University and also not damage any assets of the Savitribai Phule Pune University.

- 8.5** In case, here arises any dispute regarding interpretation of any clause or term of this contract and any related document, the decision of the Vice Chancellor of the Savitribai Phule Pune University will be final and binding on both the parties.
- 8.6** All labour/employees deployed by the agency at the Savitribai Phule Pune University shall abide by the rules and regulations laid down by Savitribai Phule Pune University from time to time.
- 8.7** The agency shall ensure that it fully complies with and observes all provisions of the Contract Labour (Regulation and Abolition) Act, 1970, the minimum Wages Act, 1948, Payment of Wages Act, 1935, Payment of Gratuity Act, 1972, Payment of Bonus Act, 1965, Weekly Holiday Act, 1942, Minimum Wages Rule 1963, Employees Provident Fund and Misc. Provisions Act, the ESI Act and such other statutory enactments, rules and regulations laid down by the Government or local body and subsequent amendments there to. Compliance or violation thereof shall be the agency's sole responsibility and the University shall not be liable for the same.
- 8.8** The Savitribai Phule Pune University shall not accept and entertain any claim in the event of the agency's employee sustaining any injury, damage or loss either to person or property either inside or outside of the University premises. It shall be the sole responsibility of the agency to repay all such expenses in respect of the employees deployed by it.
- 8.9** The agency shall provide necessary E.S.I. cover to his employees under Workmen's Compensation Act.
- 8.10** The agency shall make statutory payments such as Provident Fund, ESI etc. for the security staff deployed at the University and submit the proof of the same every month to the University along with monthly bill.
- 8.11** The agency shall have its own office in Pune and shall follow the instructions given by the University from time to time.
- 8.12** The agency will have to submit the Police Verification Certificate of all security staff deployed at the Savitribai Phule Pune University.

8.13 The agency will have to pay Income Tax, Professional Tax and other statutory charges, as applicable.

8.14 The agency will have to maintain records of P.F. and E.S.I. account and make the same available to the University as and when required.

8.15 The University reserves the right to reject any or all tenders. The University may accept tender in full or part or may award part of the works to different bidders.

100 Rs. Bond Paper**AFFIDAVIT**

I _____ age _____ years residing at _____ by way of this affidavit do hereby solemnly affirm and declare that I _____ Proprietor / Partner of the _____ Firm and submitting the tender for the work of “**Security Services on the Campus of Savitribai Phule Pune University**”. The documents, I have submitted in COVER No. 1 are true and correct. I further solemnly affirm that there is no incorrect or misleading or incomplete information submitted in the documents. If the incorrect or misleading or incomplete information found in the documents, I will be responsible for the legal consequences and eligible for legal action.

Place :

Date :

Contractors Signature with Seal

ANNEXURE – I**FORMAT OF MONTHLY CERTIFICATE OF COMPLIANCE OF
STATUTORY OBLIGATIONS BY THE CONTRACTOR**

From :- W. C. No. For the month
of

1. Has the Attendance Muster cum Wage Register of persons engaged during the month, duly signed by the individual employees and countersigned by the Representative of the Company.
Yes/No
2. No. of man-days worked. (Verified with Attendance Muster Cum Wage Register)
Yes /No
3. Minimum Number of Persons employed on any working day during the month (Verified with Attendance Muster Cum Wage register)
Yes /No
4. Have all employees been paid wages, Special Allowance and HRA, Bonus and statutory allowances if any at the rates not lesser than the minimum rates prescribed by the Government under relevant enactments? (Verified with attendance Muster Cum Wage register)
Yes /No
5. Have all employees been given paid weekly off?
Yes /No
6. Have all the employees been extended coverage of PF/EPF & ESI as per the eligibility under PF Act and other concern Act?
Yes /No
7. Are appropriate deductions made towards Professional Tax and Income Tax from the salary wages paid? (Verified with Attendance Muster Cum Wage Register)
Yes /No

8. Are all deductions effected from the Salary/wages are as per provisions of the Payment of Wages Act? (Verified with Attendance Muster Cum Wage register)

Yes /No

9. Are following Registers required under provisions of various statutes maintained up to date in the prescribed format, kept available the premises of the Company for the Inspection of any Statutory Authority on demand?

Yes /No

A) Register of Persons Employed

B) Muster Roll.

C) Register of Wages.

D) Register of Deduction.

E) Register of Advances.

10. Has the license under the provisions of Contractor labour (R & A) Act been obtained / renewed and kept operative? Are the half yearly / yearly returns submitted in time to the Authority under the Act? (Attach Xerox Copy).

Yes / No

(Signature of the Contractor)

(Signature of Security Officer)

ANNEXURE – II**DECLARATION**

I, age: years, residing at
 hereby declare as under:

1. I am Proprietor/Partner of (Name of legal entity) and submitting the tender for the work of “Security Services on the Campus of the Savitribai Phule Pune University.
2. My firm possesses adequate infrastructure in terms of vehicles, electronic/non-electronic gadgets and other devices required for providing efficient security services.
3. My firm presently has employees and has more than five years experience of providing security services to Government/Semi Government Organizations, Corporations, Companies, etc.
4. I will inform the University immediately if there is any change in the above circumstances at any stage, during the tender procedure or during the implementation of the Contract, if the Contract is awarded to my firm.
5. No incorrect or misleading or incomplete information is submitted in the tender and I fully recognize and accept that any incorrect/misleading/incomplete information provided in the tender may result in exclusion of my Firm from the tender procedure and that I will also be liable for legal action.
6. I have fully studied the scope of work, local conditions, viability of labour and material and other requirements of the work, and have quoted the rates with due consideration to all these factors.
7. I agree to abide by all terms and conditions of the Tender Notice and the Tender Document and I acknowledge that the decision of the University in this regard will be final and binding upon me.
8. The rates quoted by me includes all statutory obligations of the contractor under the Minimum Wages Act and all other applicable laws and service charges of the agency.

Place:

Contractor

Date:

Signature with Seal

Annexure -III

TO WHOM SOEVER IT MAY CONCERN

This is to certify that (Mention the name of the agency) _____, has been providing security manpower to this institution/organization. They are providing _____ number of security personnel presently and their services are satisfactory.

Place :-

(Signature of the authorized signatory of the client)

Date :-

Office seal

सावित्रीबाई फुले पुणे विद्यापीठ



संक्षिप्त ई-निविदा सूचना (तिसरी वेळ)

सावित्रीबाई फुले पुणे विद्यापीठ आवारातील सुरक्षेची कामे करण्याकरिता नोंदणीकृत पात्र ठेकेदारांकडून ब-२ नमुन्यात ई-निविदा मागविण्यात येत आहेत. निविदा शुल्क, अनामत रक्कम व इतर अटी व शर्तीकरिता सविस्तर निविदा सूचना विद्यापीठाच्या संकेतस्थळ www.unipune.ac.in वर उपलब्ध आहे. तसेच ई-निविदा सूचना आणि अटी व शर्तीसह निविदा www.mahatenders.gov.in या संकेतस्थळावर डाऊनलोड करण्यास व भरण्यास उपलब्ध आहे. अधिक माहिती व तपशिलाकरिता सुरक्षा अधिकारी, सुरक्षा विभाग, सावित्रीबाई फुले पुणे विद्यापीठ यांच्या कार्यालयाशी दूरध्वनी क्र. २५६०१११० वर संपर्क साधावा.

जाहिरात क्र.- ४९

दिनांक : ०८ ऑक्टोबर, २०१४

डॉ. नरेंद्र मा. कडू

कुलसचिव

SHORT E-TENDER NOTICE

E-Tenders (Two Bids system) are being called by the Savitribai Phule Pune University (herein after referred to as "the University") from the registered contractors for providing Security Services, on hourly basis, for the period of two years, which may be extended further for the period of one year, if services of the Contractor are found satisfactory to the University. Details of security services are as mentioned below:

Security Assistants: approximately 1000 hrs per day.

Supervisors (Ex-service men): approximately 48 hrs per day.

The registered contractor will have to provide security services on hourly basis, at various teaching and non-teaching departments, students' hostels, residential quarters of teaching/non-teaching staff, University Guest House, International Student's Centre, Sports Complex and ground, Canteens, Department of Foreign Languages, Department of Journalism (Ranade Institute), Nashik and Ahmednagar Sub-centers of the University and during programmes, meetings, conferences, etc. organized by the Savitribai Phule Pune University .

<u>NAME OF THE WORK</u>	<u>DURATION OF WORK</u>	<u>EMD AMOUNT</u>	<u>TENDER FORM AMOUNT</u>
Security Services on the campus of University	24 Months	5,00,000 /-	10,000/-

BLANK TENDER FORM :

Tender form can be downloaded from the e-Tendering Portal of Government of Maharashtra i.e. <http://www.mahatenders.gov.in> after entering the details of payment towards Tender Fees as per the Tender Schedule. Tenderers will have to pay Rs.10000/- (Rupees Ten thousands only) non refundable towards the cost of the tender form by demand draft only , of any nationalized/ scheduled bank in the name of **The Registrar, Savitribai Phule Pune University, Pune -411007.**

The contractors interested in participating in the Tender Process of the Savitribai Phule Pune University, Pune-7 by using the Electronic Tendering System shall be required to enroll on www.mahatenders.gov.in the Electronic Tender System to obtain user ID.

For any assistance on the use of Electronic Tendering System, Users may call the number: **24x7 Help Desk Toll FREE No-18002337315**

E-Tender notice is also available on the official website of the Savitribai Phule Pune University, viz. unipune.ac.in.

VALIDITY PERIOD

The offer shall remain open for acceptance for minimum period of **120 days** from the date of opening of COVER No.2 (Financial Bid) and thereafter until it is withdrawn by the

bidder by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgement due.

Other terms and conditions are mentioned in E-tender document.

The Schedule of e-Tendering is as follows :-

S.NO.	DETAILS	DATE	TIME
1.	Date of Publication of e-tender	08/10/2014	16.00
2.	Date of commencement of Sale of e-tender	08/10/2014	17.00
3.	Last date of sale of e-tender	28/10/2014	17.00
4.	Date of commencement of e-tender clarification	08/10/2014	17.00
5.	Last date of e-tender clarification	20/10/2014	14.00
6.	Pre-bid meeting....	20/10/2014	15.00
7.	Date of commencement of e-tender submission	21/10/2014	11.00
8.	Last date of e-tender submission	29/10/2014	17.00
9.	Date of e-tender opening	31/10/2014	12.00

SPECIFICATION OF THE WORK :-

1. The Contractor shall provide trained and physically fit Security Assistants and Supervisors to the University. Security Assistants and Supervisors should qualify the following minimum standards:
 - i) He should not be less than 25 years of age or more than 55 years of age.
 - ii) He should be at least 8th Standard pass.
 - iii) He should have experience of not less than three years as a Security Assistant or a Supervisor as the case may be.
 - iv) He should be disciplined person with sound character and good service record.
 - v) He should have knowledge of handling of fire fighting equipments.

Preference should be given to the Ex-servicemen and Home Guard personnel qualifying the above mentioned minimum standards. The Contractor shall provide Lady Security Assistants for Ladies Hostels.

2. The Contractor shall provide Security Services as per the instructions given by officers of the University. The University shall have right to change the duty posts without prior intimation to the Contractor and such change is binding on the Contractor.
3. The Contractor shall be solely responsible to resolve disputes, if any between Security Assistants/Supervisors and the Contractor in or outside the Courts.
4. The Contractor shall provide regular uniform, winter uniform, raincoats, gumboots, torch, whistle, sticks and other accessories to the Security Assistants/Supervisors. The Contractor shall also provide batteries for the torches of Security Assistants/Supervisors for every month.

5. Uniforms of Security Assistants/Supervisors shall be clean and tidy.
6. The Contractor shall replace the Security Assistants/Supervisors, if the competent officer of the University informs that his work is not satisfactory.
7. **The Contractor shall be responsible for keeping record of keys of teaching and non-teaching departments of the University and University vehicles and shall also be responsible for the safe custody of the same.**
8. The Contractor shall be responsible for switching on street security lights every evening and switching the same off every morning as per the directions given by the University Officials.
9. The Contractor shall inform untoward incident/s or emergencies to the officers of the University immediately and it is obligatory upon the Contractor to comply with the instructions given by the officers of the University in this regard on telephone/cell phone.
10. The University reserves the right to change the number of duty posts and it is obligatory upon the Contractor to reduce or increase the number of Security Assistants/Supervisors immediately. Such change will be informed by the University in writing.
11. The Contractor shall issue identity cards to his security personnel and security personnel shall carry identity cards and produce the same on demand by the University officials during duty hours.
12. The Contractor shall restrict the entries of unauthorized persons and stray animals on the campus of the University.
13. The Contractor shall ensure that there is no encroachment by any unauthorized person on the campus of University.
14. The Contractor shall visit the University campus at least once in three months and make report in writing regarding security arrangements to the concerned University officer.
15. The Contractor shall be responsible for the security of lives and property of the University and the Contractor shall be solely responsible for loss, if any, of life and property of the University caused due to negligence on the part of security personnel of the Contractor.
16. The Contractor shall not transfer or assign the said work of providing security services to any other sub-contractor.

17. Any dispute arising in relation to or in connection with this Contract between the Contractor and the University shall be resolved by mutual negotiations between both the parties and decision of the Vice-Chancellor in the matter shall be final and binding on both the Parties.
18. The security personnel provided by Contractor shall be alert, disciplined, punctual, and obedient, and they shall not leave duty place without permission of the concerned University Officer.
19. The Contractor shall provide security services in three shifts round the clock. The Contractor shall give one day weekly off to the Security Assistants/Supervisors and shall provide relievers in their place on weekly offs. The Contractor shall take note of the same while filling the tender and quoting his rates.
20. All other terms and conditions regarding-tendering are available in the main tender document.

Advertisement No.:- 49

Date : 08th October, 2014

Registrar

Copy to :-

- (a) Notice board of Security Department
- (b) Head of Departments- CINS, Savitribai Phule Pune University for uploading on university web site portal.

लोकमत पुणे बुधवार दि. ८ ऑक्टोबर २०१४



सावित्रीबाई फुले पुणे विद्यापीठ

संक्षिप्त ई-निविदा सूचना (तिसरी वेळ)

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जाहिरात क्र. ४९

दिनांक : ८/१०/२०१४

डॉ. नरेंद्र मा. कडू

कुलसचिव

The Indian EXPRESS WEDNESDAY | OCTOBER 8 | 2014



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