



**EMPANELMENT OF PRIVATE SECURITY AGENCIES OF REPUTE
FOR PROVIDING SECURITY GUARDS (ARMED / UN-ARMED) (EX-
SERVICEMEN / NON-EX-SERVICEMEN) FOR PROVIDING SECURITY
SERVICES TO BIRSA AGRICULTURAL UNIVERSITY, RANCHI**

E -Tender Ref. No.: 05/06/Security/Part-V/05

<https://jharkhandtenders.gov.in>

Invitation for BID

Tender Schedule

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| 1. | Name of Work | Empanelment of Private Security Agencies of Repute for providing Security Guards (Armed/ Un-Armed) (Ex-Servicemen/Non-Ex-Servicemen) for providing Security Services to Birsa Agricultural University, Ranchi. |
| 2. | Tender Ref No. | 05/06/Security/Part-V/05 |
| 3. | Cost of Tender Document | INR 25,000/- (Twenty Five thousand only) |
| 4. | Earnest Money Deposit (EMD) | EMD Rs. 5,00,000/- (Rs. Five lakh only) |
| 5. | Availability of Tender Online for Bidding | 28/08/2024 3.00 PM |
| 6. | Bid Downloading Date | 28/08/2024 3.30 PM |
| 7. | Last date and time of Online | 09/09/2024 5.30 PM |
| 8. | Techno Commercial Bid Opening (Part – A) | 11/09/2024 12.00 PM |
| 9. | Place of Techno Commercial Bid (Part – A) Opening | Purchase Office, Headquarter BAU, Kanke , Ranchi-834006 |
| 10. | FINANCIAL Bid Opening (Part – B) | AFTER TECHNICAL EVALUATION |

NOTE : Details of Tender also can be seen at www.bauranchi.org.

Bidders also have to submit hard copy of tender documents to Purchase office, Birsa Agricultural University, Kanke, Ranchi.

- The Bidder shall furnish EMD online.
- Authority reserves the right to reject any or all the Quotations received without assigning any reason thereof.
- In case, bidder requires any assistance regarding online bidding process they may contact through helpline no. 8789828054/8987506056.

Terms & conditions

1. Bidders are advised to study all technical and commercial aspects, instructions, forms, terms and specifications carefully in the tender document. Failure to furnish all information required in the Request for Proposal (RFP) Document or submission of a bid not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in the rejection of the bid.
2. Subcontracting is not allowed at any stage of the project.
3. Guidelines for online submission of bids can be downloaded from the website <https://jharkhandtenders.gov.in>.
4. Tenders must be in touch of Jharkhand tender portal i.e. <https://jharkhandtenders.gov.in> up to tender live or last date of tender. Any corrigendum will be published at any time.
5. Bidder's not accompanied by earnest Money and Tender Cost or incomplete in any respect will be rejected outright.
6. The tenders will be opened online on the date and time indicated in the RFP. If the date of opening is declared to be a holiday the tenders will be opened on the next working day or as decided by competent authority.
7. The bidder shall enter into agreement with Purchase officer, BAU, Ranchi not to provide service covered under quotation either directly or indirectly through its Authorized Business Partners or third-party sellers at a rate less than the 'contract rate' to any organization, Department, PSUs, organization or in market located in Jharkhand.

8. The Central Purchase Committee, BAU reserves the right to reject any or all the tenders without assigning any reason.
9. GST as per prevailing rate at the time of supply or billing.
10. The Security Money @ 5% of the quoted in shape of NSC/FD/BD will have to be deposited by the successful bidder whose tender will be awarded as per instruction of the department.
11. Security money shall be forfeited if WORK/Items/materials are not supplied/serviced as per scheduled time and as per specification.
12. Payment will be made only after satisfactory report given by indenter.
13. VENDOR/BIDDER has to start the work as per work order as early as possible or within 10 days after issuing work order.
14. The VENDOR/BIDDER must have experience of at least 10 years for Security Services to Academic Institution/University/ICAR Institutes or any other Government organization/PSU/State/SEMI-GOVERNMENT institutions etc.
15. The VENDOR/BIDDER have to submit minimum 05 satisfactory report duly signed by the competent authority where at present security agency is providing services.
16. Bidder must sign all documents digitally. If all documents will not be digitally signed, bid will be treated to be technically reject.
17. The Court of Ranchi, Jharkhand State only will have the jurisdiction to deal with any legal matter of depute what so ever arising or of in dispute of control.
18. L1 bidder shall submit his bill on monthly basis to the purchase section, payment will be done on fund availability of concerned works.
19. The Contract is under Rate Contract and it may be valid for a maximum period of 24 (Twenty Four months) from the date of empanelment/contract.

20. Time to time minimum wages and other statutory provisions may be revise as per government notification.

NOTE : Only electronic receipt of cost of tender and earnest money deposit (bid security) will be acceptable as per provision of standard operating procedure (SOP) issued by information technology & e-governance department, Govt. of Jharkhand vide Order memo no. 120 dt. 03.10.2023 of Secretary, Information Technology & E-governance Department, Govt. of Jharkhand.

Evaluation Process

The bid document is not transferable. The selection of the bidder under this RFP will be effect on a two stage evaluation process (i) Technical Bid (ii) Financial Bid.

Evaluation and Technical Bid

The evaluation of the technical bids will be carried out in out in flowing manner :

The bidders technical bid will be evaluated as per the pre-qualification criteria specified in the RFP and thereafter all pre-qualified bidders would be evaluated as per the technical evaluation criteria. Purchase Office, BAU, Ranchi reserves the right to ask any other supporting document or testimonial at any point of time during the evaluation of the Bid. Bidders who fulfill eligibility criteria and have submitted required documents mentioned in technical evaluation criteria will be considered as technically quality qualified

Evaluation of Financial Bid

Financial bids of technically qualified bidders will be opened and evaluated for the full quantity separately.

Pre-Qualification Criteria

1. Bidder should either be a company registered under the Indian Companies Act, or a partnership firm registered under the Indian Partnership Act or a sole proprietary concern registered with the local authority under the applicable laws and should submit the copy of certificate of registration issued by the relevant authority as the case may be.
2. The bidder must attach ITR during last three with supporting documents with Last 3-year Company/Organization Audit Report.
3. The bidder should submit valid GST registration certificate. The Latest (2024-25) GST return document is to be submitted.
4. The bidder should not have been blacklisted by any State/Central Government/Govt. Agencies/PSU in India at the time of submitting the bid. Notarised affidavit to be submitted.
5. The Bidders/OEM should have at least 10 years' experience of Supply/services of same/similar items/WORK.
6. The bidder shall submit an under taking stating the compliance with all the conditions of the Contract and Technical Specifications of the Bidding Document.
7. The bidder/Vender shall submit Annual Turnover certificate last three (Financial years) duly signed by Chartered Accountant.
8. The bidder should quote commission (minimum) as per rate approved by Govt. of Jharkhand.
9. OEM/BIDDER should have registered office/service centre in JHARKHAND. Address must be mentioned. Submit Self- Declaration Certificate.
10. The firm must enclose the copy of Registration and Income Tax for the last three years. Details of ISO Certification (if any), company profile, and list of valued customers. All the documents are to be attached with Technical/Pre-qualification Bid.
11. The tender shall remain valid for 180 days after the date of commercial bid opening.
12. Tenders must be accompanied by Rs. 5,00,000.00 (Rupees five Lakhs only as Earnest Money Deposit. **Quotations without EMD will be summarily rejected. No interest will be paid on Earnest Money Deposit. EMD of unsuccessful tenderers will be returned in due course of time.** If the

quotation is accepted and firm fails to undertake the maintenance contract EMD will be forfeit.

13. The quantity given in quotation is approximate which may increase or decrease for which no compensation will be paid.

ESSENTIAL ELIGIBILITY criteria CONDITIONS:

1. The firm has to attach notarised affidavit that no Government/undertaking organizations have blacklisted the firm for any reason.
2. **The firm has to attach an undertaking Lowest Price Certificate** as per annexure VII.
3. Details of Authorized Service Centre/shop/Office/showroom in Jharkhand, If any.
4. BIDDER/OEM MUST ENCLOSE ALL MENTIONED CERTIFICATION WITH THEIR TECHNICAL BID.
5. The EMD without interest will be refunded to the Bidders after finalization of tender. They must start services within 10 days of intimation.
6. The full E.M.D. shall be forfeited in case of backing out of the offer before acceptance.
7. Incomplete tenders and/or tenders received after due date and time will not be considered.
8. Any effort by a bidder to influence the University in the bid evaluation, bid comparison or contract award decision directly or indirectly will attract straightway rejection of their bid without assigning any reason.
9. The Agency may be disqualified. if they have:
 - i. Made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements, and enclosures of this document.
 - ii. Records of poor performance such as abandoning work, not properly completing the contract or financial failure/weaknesses.
 - iii. The Confidential enquiry reveals facts contrary to the information provided by the applicant.

10. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify that whether he is signing in the capacity of; i) a sole proprietor of the firm or constituted attorney of sole proprietor, or ii) a partner of the firm in which case, he must have the authority to represent the firm for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership deed or power of attorney, iii) constituted attorney of the firm iv) Representative of the Company.
11. At any time, prior to the date of submission of bids, the university may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment.
12. After receipt of tender paper, it will be presumed that the bidders have submitted their tender paper after accepting the terms and conditions of the tender.
13. Overwriting should be avoided. Correction if any shall be neatly carried out and recorrecting along within the date.
14. The Bidders should submit an affidavit by a Notary Public that they are not having any case pending against them anywhere nor have they been found guilty in any criminal case last five years. They shall also submit an affidavit that they were not blacklisted earlier by any organization in last five years.
15. The agency must have adequate experience in providing security for at least 10 years with minimum deployment of 1000 security personnel at any point of time in similar type of reputed Institution controlling students related activities (hostel, functions etc.) (Enclose copy).
16. The agency must be in possession of Labour License for running security services. (Enclose copy).
17. The agency should have valid license under Jharkhand Private Security Agencies (Regulation) Act 2010 issued vide Home Dept., Govt. of Jharkhand letter no. 3839 dated 16-9-2010, PASARA
18. The agency should have in contractual security business continuously during preceding five years.
19. The agency should have the capability to provide vehicles and licensed radio/ wireless equipment's for communication and app based surveillance system. (if required by the department).
20. The agency should have training infrastructure and have to provide training to security personnel every three months. The firm should have properly organized training arrangements for its security personnel. Full details of such training, including the institutions utilized for training, duration of

training and available training aids should be furnished. (Attach CD/LINK/PEN DRIVE).

21. The agency must have its EPF and ESI code numbers. (Enclose copy).
22. The agency must have its Income Tax PAN. (Enclose copy).
23. The agency must have its GST Registration. (Enclose copy).
24. The agency must have Insurance cover from Insurance Company for employees, public liabilities, and theft. (Enclose copy)
25. The security personnel deployed must invariably be trained persons and having minimum age of 21 years and maximum age of 45 years with mental and physical fitness. The fitness of the manpower offered shall be ascertained through joint physical test by the Security Agency under the supervision of the SECURITY OFFICER OR Officials of BAU KANKE RANCHI.
26. All licenses should be valid.
27. The bidder's seal & signature should appear on each page of the bid document.
28. The bidder may attach any additional information, which it thinks necessary regarding its capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. The bidder is, however, advised not to attach superfluous information. No further information will be entertained after the bid is submitted unless the University calls it even before selection.
29. The Site Manager/ Assignment Manager should be 05 years experienced in security services and having knowledge, good leadership quality, basic crowd control and also capable to give training to security guards. The Site Manager/ Assignment Manager should have computer literacy to monitor CCTV footages/ other security related software also and to initiate timely action if required.
30. Security Personnel should be deployed without fail except their off days.
31. The Security personnel shall not leave his/ her place of duty / duty point until his/ her reliever reports on duty. If it is found that the Security personnel have deserted their place of duty/ duty point without having been properly relieved, the same will attract penalty.
32. The Security personnel will be on static or mobile duties depending upon the specific needs and situations.
33. The uniform consisting of body dress, cap, socks, shoes, logo, rank badge and name plate should be provided by the agency to security personnel. Separate set of uniform suitable for various seasons and conditions must also be provided by the agency. Overcoat, raincoat, jersey, lathi, will be a part of uniform and would be provided by the agency. They must also be equipped with battery operated torch in sufficient number.

34. The proposed wages should be at least be the minimum wages for the security personnel as per notification of Govt. of Jharkhand for engaged security personnel only of Semi-skilled, skilled and highly skilled category.
35. Agency shall ensure that no amount by way of commission or otherwise is deducted from Security Personnel. A detailed pay statement should be submitted to the Security Office showing payments along with valid bank transfers. The Agency has to submit proof of payment to them month wise as released by University to the University for release of next month payment. Illegal deduction in
36. The University shall not be liable for any penalty under relevant rules, enactment of related regulation for which the Security Agency is responsible under law.
37. The Security Agency should ensure that the EPF and ESI elements are in accordance with the prescribed rate on minimum wages. Payment of elements like EPF contribution, ESI contribution, Bonus, Leave, gratuity and national holiday (wherever applicable) would be paid for the previous month on production of authenticated documents regarding deposition of statutory elements to appropriate authority. EPF and ESIC returns along with Challan must also be submitted to the University Office.
38. The Security Agency shall be responsible for fulfilling the requirement of all Statutory compliance of PF, ESIC, Minimum wages act, Payment of Wages act and all other labour enactment and keep the University indemnified for any action brought against violation/ non-compliance of any Provision/ act.
39. The Security Agency shall be responsible for fulfilling the requirements of all statutory provisions of relevant enactments viz. The Minimum Wages Act 1948, The Payment of Wages Act 1936, The Contract Labor (Regulation & Abolition) Act, 1970 and as amended from time to time and all other labour enactment at his own risk and cost in respect of all staff employed by him and keep the University indemnified for any action brought against it for any violation/non-compliance of any of the provisions of any of the acts etc.
40. List of documents to be enclosed with technical bids as per annexure-I.
41. The successful bidder will have to furnish documentary details of contribution towards E.P.F./ E.S.I. against personnel deployed at BIRSA AGRICULTURAL UNIVERSITY, KANKE RANCHI on quarterly basis, failing which the contract may be terminated.
42. The Performance Bank Guarantee of successful bidders will be forfeited and penalty will be imposed, if they do not adhere to norms of E.P.F., ESI and payment of minimum wages to their staff as paid by BIRSA AGRICULTURAL

UNIVERSITY, KANKE RANCHI.

43. The successful bidder will have to enter into an agreement with PURCHASE OFFICER, BAU KANKE RANCHI on non-judicial stamp paper, before starting work.
44. The contract will be initially for a period of one year which can be extended for further period of ONE year subject to satisfactory performance. The performance will be reviewed annually/half yearly/quarterly by Security officer BAU.
45. In case the services are not satisfactory, the contract will be terminated with one month's notice from BAU KANKE RANCHI. In case the agency wants to terminate the contract with BAU KANKE RANCHI, they must give three months' notice in advance.
46. The undersigned reserves the right to terminate the contract or impose penalty in case of lapses from the agency including damage or loss of assets of this campus or of any residents. The contract can be terminated by giving one month's notice.
47. The agency will cover all risk for security men engaged by them and also the cost of compensation payable to security personnel.
48. Any damage/theft/losses to any property and equipment due to carelessness and negligence of the security personnel shall be recoverable from the agency.
49. In case of leave, absence, sickness or shortage of guards, person in replacement should be provided by the agency within same days.
50. Any security personnel found drunk or under influence of any prohibited drugs during duty hours will be debarred from services and will not be engaged in future in BAU KANKE RANCHI.
51. Security personnel will maintain 8 (eight) hours shift system.
52. If the successful bidder does not keep the sufficient manpower, following penalty clause will be applicable :
 - a. AM Level/ QRT/ Gunman/ (Highly Skilled level): Rs 5000/- per day per person for nonreporting.
 - b. Supervisor Level (Skilled): Rs 2000/- per day per person for non-reporting.
 - c. Guard Level (Semi-skilled): Rs 1000/- per day per person.
53. Payment will be made against monthly bill in accordance with availability of fund and after fulfilment of required official formalities. Suppliers have to guarantee about services for at least one year even when payments are not released. MUST SUBMIT an affidavit regarding this clause on Rs. 100 non

judicial stamp paper.

Claim for interest on dues on account of delayed payment due to lack of technical formalities/nonavailability of fund will not be entertained.

54. Taxation as applicable shall be deducted from monthly bill.
55. The University does not bind itself to accept the lowest or any other tender. The University reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award of contract without assigning any reason, whatsoever and without there to, incurring any liability to the affected bidder or bidders on the grounds of the University action. The decision of the University in this regard should be final and binding.
56. The University further reserves the right to decide on fair and reasonable price of the services tendered for and counter offer the same to the bidders. All other terms and conditions of the tender shall remain operative even in case of a counteroffer rate having been offered to the bidders. The University also reserves the right to negotiate with selected bidder to arrive at a fair and reasonable price.
57. The BAU KANKE RANCHI reserves the right to reject or accept the tender / any rate quotation in part or full and relax any provision without assigning any reason thereof.
58. In case of any dispute arising relating to the right and obligation and relating to the interest and meaning of the terms of the agreement, the decisions of the Vice- Chancellor/Registrar/DA or person so authorized by them, shall be final and binding.
59. Settlement of any legal dispute/actions arising under the contract shall vest exclusively in the courts of general jurisdiction of Ranchi.
60. The tender/ contract is not transferable under any circumstances.
61. The university shall not be liable for any penalty under relevant rules, enactment or related regulation for which the Security Agency is responsible under law.
62. Any other statutory compliances/ obligations as per the Contract Labour Act and laws not mentioned here are to be complied in due course of time.
63. Providing Medical treatment to the personnel of the Security Agency shall be the sole responsibility of the Security Agency.
64. The Agency should provide mix of Male / Female guard as per requirement of the University.

Presentation

The presentation shall be made by an authorized representative of each firm before the Committee on the scheduled date. The representative should be in a position of answering all the queries related to the firm.

The presentation is to cover the following aspects of the firm:

- i. Brief introduction of the firm.
- ii. Certificate of registration of the firm.
- iii. Clients served/being served by the firm.
- iv. Recruitment policy of the firm.
- v. Infrastructures of the firm.
- vi. Facilities for imparting training to its
- vii. Capability to deal with critical situations.
- viii. Any other aspects of significance.
- ix. Use of Technology based system.

The University will provide requisite hardware to facilitate making of presentation. After presentation, a hard copy of the presentation is to be provided to the Committee.

Important Points

- In absence of any one of the above, the offer will be treated as non-responsive and summarily rejected.
- Relevant documents in support of the above criteria must be enclosed along with Technical Bid documents failing which the bid will liable to be rejected.

Detailed instruction & documents to be furnished for online bidding

- Guidelines for online submission of bids can be downloaded from the website <https://jharkhandtenders.gov.in>
- Bidders in order to participate in the bidding process have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000 to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get the above mentioned digital signature certificate from any approved vendors (CA).
- Bidders, who already possess valid Digital Certificate, need not procure new Digital Certificate.
- Bidders have to submit their bids online in electronic format only with

digital Signature. Bids without digital signature will not be accepted.

- Bidders have to submit the tender cost and EMD has to submit in online mode.
- mentioned in RFP document. The scan copy of tender cost and EMD has to submit in online mode.

- Bids will be opened online as per time schedule mentioned in the Invitation for Bids (IFB) and tender schedule. online mode.
- Bidders should be ready with the scanned copies of cost of tender documents & bid security (EMD) as specified in the tender document. Before submission of bids online, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
- Bidders have to submit original Demand Draft towards tender cost & bids security (EMD) as mentioned in the RFP during the period & time as mentioned in the RFP failing which bid will not be accepted. The details of cost of tender, bid security (EMD) specified in the tender documents should be the same as submitted online (scanned copies), otherwise bid will summarily be rejected.
- Uploaded documents of successful bidder will be verified with the original before signing the agreement. The successful bidder has to provide the originals to the concerned authority.
- BAU authority will not be responsible for delay in online submission of bids due to any reason, what so ever.
- All required information for bid must be filled and submitted online. Uploaded documents should be digitally signed by the bidders.

Details of documents to be furnished for online bidding

Scanned copies of the following documents to be up-loaded in pdf format only on the website <https://jharkhandtenders.gov.in> in technical envelop/folder.

- i. D.D towards Tender fee.
- ii. BG/FDR/NSC/TD towards EMD duly pledged Purchase Officer.
- iii. Technical Qualification information and supporting documents as specified in Technical Evaluation Criteria.
- iv. Certificates, undertakings, affidavits as required in Technical Qualification Criteria along with annexure. Scanned copies of the following documents to be up-loaded on the website <http://jharkhandtenders.gov.in> in financial bid envelop/folder.
 - i. Duly filled in & digitally signed BOQ (Will be available online in the portal)
 - ii. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and

submission of its bid, and BAU will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a Bid not substantially responsive in every respect will be at the Bidder's risk and may result in the rejection of its bid.

At any time prior to the deadline for submission of bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective Bidder, modify, change, incorporate or delete certain conditions in the bidding document. Such amendments will be published on the website <https://jharkhandtenders.gov.in> such publication will be considered as adequate notice to all prospective bidders.

In order to allow prospective Bidders reasonable time to take into consideration the amendments while preparing their bids the Tendering Authority, at its discretion, may extend the deadline for the submission of bids.

1. Preparation of Bids

Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Tendering Authority shall be in English only.

Bid Currency

Prices shall be quoted in Indian National Rupees only.

Technical bid

The technical proposal should address all the areas/ sections as specified in the Qualification Criteria as specified in this RFP Unless explicitly indicated, bidder shall not include any technical information regarding the services in the financial proposal.

The Bidder shall also furnish a hard copy of tender cost and EMD SEAL the said and be addressed to: The PURCHASE OFFICER, BAU, Kanke , Ranchi-834006.

The Tendering Authority may, at its discretion, extend this deadline for

submission of bids by amending the bid documents, in which case all rights and obligations of The Tendering Authority and Bidders subject to the deadline will thereafter be subject to the deadline as extended.

Late Bid

Any bid received by the Tendering Authority after the deadline for submission of bids prescribed by the Tendering Authority, will be rejected and/or returned unopened to the Bidder.

Bid Opening

Bids will be opened online in the presence of CPC of the BAU. The bids will be opened on scheduled date and time even in case of absence of the bidders.

The Bidder's representative who is present shall sign an attendance. In the event of the specified date of bid opening being declared holiday for the tendering authority, the bid shall be opened at the appointed time and location on the next working day.

Clarification of bids

When deemed necessary the tendering authority may seek bonafide clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, the tendering authority may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder fails to comply with the requirements of the tendering authority as stated above, such Bids at the discretion of tendering authority may be rejected as technically non-responsive.

a) No Bidder shall contact the Tendering Authority on any matter relating to its bid, from time of opening to the time the contract is awarded. If he wishes to bring additional information to the notice of the Tendering Authority, he should do in writing. The Tendering Authority reserves the right as to whether such additional information should be considered or otherwise.

Any effort by a Bidder to influence the Tendering Authority in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the

Validity of bids

Financial bid should be valid for a minimum period of one years from the date of tender opening for placing the initial order. A bid valid for a shorter period shall be rejected by the tendering authority as non -responsive.

Empanelment of bidders

- i. Empanelment will be valid for a period of 24 (Twenty Four) months from the date of empanelment. It may be extended for a further period of one year with mutual consent.
- ii. Empanelled Bidders shall have to enter into a written agreement with BAU to honour terms and conditions of RFP
- iii. and adherence to fair trade practices in executing the purchase orders placed by BAU.
- iv. In the event of an empanelled Company or the concerned division of the Company is taken over /bought over by another company, all obligations and execution responsibilities under the agreement with the BAU, should be passed on for compliance by the new company in the negotiation for their transfer.
- v. If the name of the product is changed due to any reason, the renamed product should have equivalent or higher technical specifications.
- vi. In case any selected bidder refuses to sign empanelment within 15 days of communication from BAU, the offer would be treated as withdrawn.

Signing of Contract for Empanelment

Bidders will be issued LOI for empanelment. Acceptance of LOI must be provided by bidders within 7 days from date of receipt. Bank guarantee must be submitted by bidders within 15 days from date of receipt of LoI.

Details of bank guarantee are as follows.

INR 05% of Quoted value In Favor of PURCHASE OFFICER , BAU , Kanke , Ranchi payable at Ranchi issued from nationalized/scheduled bank having validity of 24 months Extension, if applicable In case of extension of empanelment, the validity of Bank Guarantee (Security Deposit) should be extended accordingly. A fresh Bank Guarantee (Security Deposit) valid beyond 12 months of the extended empanelment period should be provided within 15 days of extension.

Earnest Money Deposit and Return

a) EMD without any interest accrued will be refunded in any of the following eventual situations:-

i. In case of non-empanelled Bidders, EMD will be refunded without any interest accrued on finalization of empanelment.

ii. EMD of successful bidders for empanelment will be refunded on submission of Bank Guarantee (Security Deposit) for empanelment.

b) Earnest Money Deposit and Bank Guarantee (Security Deposit) can be forfeited if a Bidder:

i. Withdraws its' bid during the period of bid validity.

ii. Does not accept, and / or violates the tender terms and conditions of the contract after submission of the bid.

iii. Qualified for empanelment, but fails to sign the contract within the stipulated time frame.

iv. After signing of contract, the empanelled VENDER/BIDDER/OEM fails to accept the work orders, Bank Guarantee (Security Deposit) will be forfeited.

Performance Bank Guarantee

Empanelled VENDER/BIDDER/OEM will be required to give 05% of work order(s) value as a Performance Bank Guarantee within 15 (fifteen) days of acceptance of Work Order. Performance Bank Guarantee will be of any Nationalized / Scheduled bank drawn in the name of work-order issuing authority for the 24 months period. The performance bank guarantee shall be released without any interest after completion of service/obligation with regard to issued work order, subject to conditions and recoveries as per agreement, if any. This PBG may be forfeited in case of non-compliance of tender terms and conditions.

Corrupt of Fraudulent practices

The Tendering Authority requires that the Bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tendering Authority:

- Defines for the purposes of this provision, the terms set forth as follows:
- "1. Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and 2. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of the Tendering

Authority, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Tendering Authority of the benefits of the free and open competition.

- The tendering Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- The tendering Authority will declare a firm ineligible, either indefinitely or for a stated period of time, to be empanelled if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
- The past performance of the Bidder will be crosschecked if necessary. If the facts are proven to be dubious, the
 - Bidders tender will be ineligible for further processing.
- Interpretation of the clauses in the Tender Document / Contract Document
 - In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document,

Decision taken

The decision taken by the Tender Committee in the process of Tender evaluation will be full and final.

1. Time period for delivery, Installation and Commissioning of Items

Items of work order has to be supplied, commissioned, installed and operationalized within 30 days of post issue the work order.

Bidders may request for extension of time given justification for same at least one week before the last day of execution of work. BAU may accept or reject such requests. If request of extension of time is accepted, the time for execution of work will be extended by no of days accepted by BAU. Extended period will not be counted for penalty. Under any given circumstances except force majeure, extension can't be given beyond 15 days in execution of work order.

2. Delays in the Bidder's performance

Performance of the Contract shall be made by the Bidder in accordance with the service level agreement as indicated in tender document. Any delay by the Bidder in the performance of its contract obligations shall render the Bidder liable to any or all of the following sanctions:

- i. Forfeiture of its performance Bank Guarantee
- ii. Termination of the Contract for default.
- iii. Blacklisting

Force Majeure

Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any parties, including, but without limited to, flood, explosion, lightening, thundering, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.

If a Force Majeure arises, the Bidder shall promptly notify GoJ/Gol in writing of such condition and the cause thereof. Unless otherwise directly by GoJ/Gol, the bidder shall continue to perform his obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

The bidder shall be excused from performance of his obligations in whole or part as long as such

circumstances or events shall continue to prevent or delay such performance. Neither party shall have any liability to the other party in respect of the termination of this contract as a result of an event of Force Majeure. Managed Service Provider/System Integrator shall be paid for supply and services till last date of termination in case of force majeure

Resolution of disputes

BAU, GoJ/Gol and the Selected Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.

If even after thirty (30) days from the commencement of such direct informal negotiations, BAU, GoJ/Gol and the Selected Bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution to the formal mechanism specified in clauses below. In the case of a dispute or difference arising between BAU, GoJ/Gol and the Selected Bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of Arbitrator as indicated in this RFQ. The award of the Arbitrator shall be final and binding on the parties. Arbitrator will be appointed on the basis of mutual agreement of parties.

The Arbitration and Conciliation Act 1996, the rules there under and any

statutory modification or reenactments thereof, shall apply to the arbitration proceedings.

The venue of arbitration shall be Ranchi, India.

BAU, GoJ /GoI may terminate this contract, by giving a written notice of termination of minimum thirty days, to the Selected Bidder, if the Selected Bidder fails to comply with any decision reached consequent upon arbitration proceedings pursuant to above Clause.

Legal Jurisdiction

All legal disputes are subject to the Jurisdiction of Ranchi courts only.

Taxes and Duties

The rates quoted shall be in Indian Rupees exclusive of Taxes. Any taxes and duties will be applicable up to the completion of job.

Binding Clauses

All decisions taken by The Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all concerned parties.

The Decision regarding acceptance of Tender by the Tendering Authority will be full and final.

Conditional tenders shall be summarily rejected.

The vendor should be in a condition to fulfill the repeat orders, if asked to do so. BAU also reserve the right to suspend the entire tendering process at any point of time Without assigning any reason whatsoever.

Payment Clause

1. No advance payment will be made.
2. 100% of the total quoted price of the supplied items will be payable on successful installation and Commissioning of items

Termination of Contract

BAU reserves the right to cancel the order(s) and to terminate the contract in the event of short performance or non-performance by the Empanelled VENDER/BIDER/OEM.

BAU may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 15 days, sent to the Empanelled VENDER/BIDDER/OEM, to terminate the contract in whole or part, (i) if the Empanelled VENDER/BIDDER/OEM fails to deliver any goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within extension period, if any thereof granted by BAU; or (ii) if the Empanelled VENDER/BIDDER/OEM fails to perform any of the obligation(s) under the contract; or (iii) if the Empanelled Agency, in the judgment of BAU, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract, may terminate the contract in whole or part.

Bidder will be blacklisted if the contract is terminated due to breach of contract.
Termination for Insolvency

BAU may at any time terminate the Contract by giving written notice with a notice period of 15 days to the Empanelled VENDER/BIDDER/OEM, if the Empanelled agency becomes bankrupt or otherwise insolvent. In such an event, termination will be without compensation to the Empanelled agency provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to BAU.

Termination for convenience

BAU may by written notice, with a notice period of 30 days sent to the Empanelled VENDER/BIDDER/OEM may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for BAU convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Empanelled VENDER/BIDDER/OEM is not entitled to any compensation whatsoever.

Letter Heads of Bidder (As Enrolled on the E-Procurement Portal of
Jharkhand Tender)

Annexure I

Check List

| Description | Page No |
|--|----------------|
| EMD / TENDER COST | |
| PAN CARD | |
| ALL ANNEXURE | |
| ALL SELF DECLARATION | |
| GST CERTIFICATE WITH GST RETURN | |
| POWER OF ATTORNEY (TO SIGN TENDER PAPERS) | |
| INDIAN COMPANIES ACT/PROPRIETORSHIP / PARTNERSHIP DETAILS | |
| BANK DETAILS | |
| AUTHORIZATIONS | |
| INSTALLATION CERTIFICATE / USERS LIST | |
| WORK EXPERIENCE | |
| TURN OVER | |
| SELF DECLARATION OF LOCAL ADDRESS | |
| LAST 3 YR ITR | |
| ALL CERTIFICATION | |
| CATALOGUE / LITERATURE /ALL DETAILS OF PRODUCT WHICH TAKE PART IN BID | |

Letter Heads of Bidder (As Enrolled on the E-Procurement Portal of Jharkhand Tender)

Annexure II

| S.No. | Particulars | Details to be Furnished |
|---|---|--------------------------------|
| Details of the Bidders(Firm/Company) | | |
| 1. | Name | |
| 2. | Address | |
| 3. | Telephone: | |
| 4. | Mobile No. | |
| 5. | Email: | Website: |
| Details of Authorized Person | | |
| 6. | Name | |
| 7. | Address | |
| 8. | Telephone / Mobile No.: | Email: |
| Information about the company | | |
| 9. | Status of company(PublicLtd/Pvt. Ltd/Others) | |
| 10. | Location and Address of Offices(in Jharkhand and India | |
| 11. | GST Registration Number | |
| 12. | Income Tax Registration Number(PAN) | |

Letter Heads of Bidder (As Enrolled on the E-Procurement Portal of Jharkhand Tender)

Annexure III

Tender must be sent through online with all documents forwarding and index.

Tender must be sent to two bid system with all supporting specification and documents, technical& Financial.

Tender received after due date and time will not be considered and are liable to be rejected without assigning any reason.

The Central Purchase Committee BAU reserves the right to reject any or all the tenders without assigning any reason.

As the GST is changing periodically, GST rate would be applicable at the time of supply or billing.

The security money @ 5% of the quoted in shape of NSC/FD will have to be deposited by the supplier whose tender will be awarded as per instructed by department.

Security money shall be forfeited if WORK/Items/materials are not supplied/serviced as per scheduled time and as per specification.

Payment will be made only after satisfactory report given by indenter. Bill must be submitted to purchase section.

BIDDER/OEM/TENDERER must **digitally signed annexure III to VII. if not digitally signed, you will be treated to be Technically reject.**

MAKE & MODEL must be mentioned for each item by bidder/OEM.

Guarantee/Warranty period must be mentioned for each item by bidder/OEM.

Time of delivery/work completion or work start as early as possible or within 30 days after receiving supply order/work order otherwise it will be treated as termination of contract and it will may be offered to L2 or L3 bidder.

Experience Certificate Must Be From Any Government Organization/PSU./State/Semi- Government /Agricultural University / Similar Institutions. Agricultural University will be preferred.

The Court of Ranchi, Jharkhand State only will have the jurisdiction to deal with dedicate any legal matter of depute what so ever arising or of in dispute of control.

TENDERER MUST BE IN TOUCH OF JHARKHAND TENDER PORTAL I.E.

www.jharkhandtenders.gov.in up to tender live or last date of tender. Any corrigendum will be published at any time.

In case of unforeseen circumstances or any holiday the tender will be opened on the next working day.

L1 bidder submit his bill on monthly basis, payment will be done on fund availability of concerned item/work.

I/we.....have read the all points of

Annexure iii of the tender document, as given above very carefully and agree to comply.

(This document is must be digitally signed by the DSC holder or authorized by the bidder).if not digitally signed, you will be treated to be Technically reject.

**Letter Heads of Bidder (As Enrolled on the E-Procurement
Portal of Jharkhand Tender)**

PRICE BID UNDERTAKING

Annexure-IV

From: -To,

Dear Sir/Madam,

- 1. I submit the Price Bid for and related activities as envisaged in the Bid document.**
- 2. I have thoroughly examined and understood all the terms and conditions as contained in the Biddocument, and agree to abide by them.**
- 3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes except Service Tax.**

(This document is must be digitally signed by the DSC holder or authorized by the bidder).if not digitally signed, you will be treated to be Technically reject.

**Letter Heads of Bidder (As Enrolled on the E-Procurement
TENDER ACCEPTANCE LETTER
Annexure-V**

To,

Sub:- Acceptance of Terms & Conditions of Tender.

Tender Reference No:- Name of Tender / Work: -

Dear Sir,

1. I/WE have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the Web site(s) namely: <https://jharkhandtenders.gov.in> as per your advertisement, given in the above mentioned website(s).
2. I/WE hereby certify that I have read the entire terms and conditions of the tender documents from
Page No to.... (Including all documents like annexure(s), schedule(s), etc.), which form part of the contract Agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/WE hereby unconditionally accept the tender conditions of above mentioned tender document(s) /Corrigendum in its totality / entirety.
5. I/WE do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/ Public Sector undertaking.
6. I/WE certify that all information furnished by the our Firm is true & correct and in the event that the

Information is found to be incorrect/untrue or found violated, then your department/ organization shall Without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

(This document is must be digitally signed by the DSC holder or authorized by the bidder). if not digitally signed, you will be treated to be Technically reject.

Letter Heads of Bidder (As Enrolled on the E-Procurement Portal of Jharkhand Tender)

Annexure-VI

Performa for certificate regarding Restrictions under Rule 144 (xi) of the GFRs, 2017 to be uploaded by bidder during submission of bid online on the LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of Jharkhand tenders) :

"Certificate regarding compliance to order no.F.No. 6/18/2019-PPD dt 23/7/2020 of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries"

Name of work

Tender Ref. No. Tender ID

I/we have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that I am/we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I/we fulfill all requirements in this regard and I am/ we are eligible to be considered.

(This document is must be digitally signed by the DSC holder or authorized by the bidder). if not digitally signed, you will be treated to be Technically reject.

**Letter Heads of Bidder (As Enrolled on the E-Procurement Portal of
Jharkhand Tender)**

Annexure - VII

Lowest Price Certificate

Name of work

Tender Ref. No. Tender ID

I/We do hereby certify that prices quoted by us against this tender are the lowest and is the same as applicable to other Government Departments/ Undertakings/ Other Organizations.

We also certify that the quoted rates are not higher than rates quoted / prices

Date

Signature of the Tenderer

(This document is must be digitally signed by the DSC holder or authorized by the bidder).if not digitally signed, you will be treated

Eligibility criteria for Security Services**Annexure-VIII**

| Sr. No | Enclosure | Enclosed (yes/no) | Page no. |
|---------------|---|--------------------------|-----------------|
| 1. | Up-to-date labour license under Jharkhand state/ State of Off Campuses | | |
| 2. | Registration with E.P.F. | | |
| 3. | License issued by Home Deptt. Govt. of Jharkhand under Jharkhand Private Security Agencies (Regulation) Act, 2010 as amended time to time and License from other States for Off-Campuses. | | |
| 4. | Experience Certificate | | |
| 5. | Income Tax PAN of Agency | | |
| 6. | Affidavit | | |
| 7. | GST Registration No. | | |
| 8. | Turn Over and Balance Sheet | | |
| 9. | IT Return | | |
| 10. | Registration with ESI | | |
| 11. | Tender Fee | | |
| 12. | EMD Details | | |
| 13. | ISO or any other quality certification | | |

| | | | |
|------------|--|--|--|
| 14. | Training Infrastructure (CD) | | |
| 15. | Experience in planning, installation, utilization and maintenance of electronic surveillance system. | | |
| 16. | 5 (five) running contracts of the annual value not less than Rs. 5 (Five) cores each (Copies of work order or certificate of monthly billing from the client.) | | |
| 17. | Copies of original documents defining the legal status, place of Registration & principal places of business. | | |
| 18. | Names and title of Directors and officers to be concerned with proposed contract with designation of individuals authorized to act for the organization | | |
| 19. | Information on any litigation in which the Agency was involved during the last 5 (five) years, including any current litigation. | | |
| 20. | Details of employees currently on their rolls | | |
| 21. | Certificate from Banker for proposed Bank Guarantee | | |
| 22. | Insurance cover from Insurance Company | | |

(This document is must be digitally signed by the DSC holder or authorized by the bidder).if not digitally signed, you will be treated

Annexure- IX

FINANCIAL INFORMATION

Financial analysis- certified details duly supported by figures from balance sheet/profit and loss account for last 03 financial years (Copies to be

| Sl. No. | Details | Financial Years | | |
|---------|--|-----------------|---------|---------|
| | | 2023-24 | 2022-23 | 2021-22 |
| 1. | Gross annual turnover in Security Services | | | |
| 2. | Profit and loss | | | |
| 3. | Financial status: | | | |
| a. | Cash | | | |
| b. | Current assets | | | |
| c. | Current Liabilities | | | |
| d. | Work capital (b-c) | | | |

Note: Attach additional sheets, if necessary.

Date:

(This document is must be digitally signed by the DSC holder or authorized by the bidder).if not digitally signed, you will be treated

SELF-DECLARATION - NO BLACKLISTING

To,

Date:

The Purchase Officer,
BIRSA AGRICULTURAL UNIVERSITY,
KANKE -
834006

Dear Sir,

Ref: Providing "Security Services" to BIRSA AGRICULTURAL UNIVERSITY
KANKE Jharkhand – 834006

1. In response to the Tender Document for providing Providing "Security Services" BAU KANKE, Ranchi, Jharkhand and other entities, I/We hereby declare that presently our Company/ Bidder is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period by any State/ Central Government/ PSU/Autonomous Body/ Company/ Institution or other bodies.

2. Wefurther declare that presently our Company/bidderis not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/Central Government/PSU/Autonomous Body/ Institution or other bodies on the date of Bid Submission including violation of relevant labour laws.

3. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our Performance Bank Guarantee may be encashed in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future against any other tender.

Date:

Place:

(Signature of the Bidder with agency seal/ rubber stamp)

Annexure-XI

DETAILS OF ALL CONTRACT COMPLETED DURING THE PAST

| Sl .No | Name of the Contract and Place | Name of Client | Annual Value of Contract | Date of commencement as per Contract | Period of Contract | Litigation ,Arbitration pending/ in progress with details | Name, Address & Telephone No. of offer to whom reference may be made | Remarks |
|--------|--------------------------------|----------------|--------------------------|--------------------------------------|--------------------|---|--|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
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| | | | | | | | | |
| | | | | | | | | |

Date:

Place:

(Signature of the Bidder with agency seal/ rubber stamp)

Annexure-XII

DETAILS OF ALL CONTRACT UNDER EXECUTION OR AWARDED

| Sl.No | Name of the Contract and Place | Annual Value of Contract | Date of commencement as per Contract | Period of Contract | Name, Address & Telephone No. of offer to whom reference may be made | Remarks |
|-------|--------------------------------|--------------------------|--------------------------------------|--------------------|--|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |
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| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Date:

Place:

(Signature of the Bidder with agency seal/ rubber stamp)