



CENTRALUNIVERSITYOFKARNATAKA

Kadaganchi Aland Road, Aland Road, Kalaburagi 585 367

Phone: (08477) – 226722, e-mail: securityofficer@cuk.ac.in, Website: www.cuk.ac.in Ph:7987844251

No. CUK.GeM.F40.2023-2024

Dated 22.11.2023

NOTICE INVITING BIDS FOR OUTSOURCED SECURITY SERVICES FOR CUK

1. Central University of Karnataka, Kalaburagi (CUK, Kalaburagi) has been established by an Act of the Parliament (No. 3 of 2009).
2. The University has a campus of 654 acres, situated near Kadaganchi village in the district of Kalaburagi, Karnataka State. The main objective of this growing University is to integrate teaching, learning, training, research, innovation and skill development with an aspiration to excel in undergraduate, post graduate and doctoral studies. The University offers programmes in six major areas: Arts, Humanities, Social Sciences, Management, Sciences, and Engineering. The University is working towards making the campus green, energy efficient and sustainable.
3. The CUK intends to engage a responsible service provider on outsourced basis for PROVIDING SECURITY SERVICES TO CUK.
4. The parties to the Agreement resulting from this Tender Notice are Central University of Karnataka (hereafter in short, University) on first part, the successful bidder and contractee (hereafter in short, Agency) on second part. The persons employed by the Agency under the Contract for providing the services are called Personnel.
5. The contract shall be effective from the date of execution of the Agreement subject to deployment of complete and all personnel and services envisaged under the Agreement, subject to fulfillment of all terms and conditions of the contract. The contract period shall be FINANCIAL YEARS of 2023-24 and 2024-25 commencing from the date of Agreement, subject to satisfactory performance services by evaluation on yearly basis. Payments to the Agency are strictly based on quantitative and qualitative monthly evaluations. The contract is also extendable beyond the period of two financial years subject to fulfillment of contract conditions and satisfactory performance of the Agency to be assessed by University.
6. The Bids will be received from 24.11.2023 to 13.12.2023 through CPP Portal. However, hard copy of Technical Bid should be reached to the Security Officer, Central University of Karnataka, II Floor, Admin Block, Aland Road, Kadaganchi, Kalaburagi Dist - 585367 post on or before 5:00 PM of 18.12.2023. Financial Bid cover should not be sent.
7. The wages, other components like EPF & ESI on wages and Taxes reimbursement as per Law are all decided as per statutes, the Bidder is expected to quote the Service Charges in percentage terms in the Financial Bid after going through the model Bill of Payment attached to this Bid.
8. Canvassing in any is strictly prohibited and the bid of the bidder that resort to canvassing will be rejected and will be blacklisted.

9. Decision of the University is final at any stage of the Bid and is binding on the Bidder.
10. The bid submitted is valid atleast for 6 months for the University to take a decision on the Bids.
11. The bidder shall submit Bid Security for Rs.2,50,000/- in the form of DD/Bank Guarantee/FDR in favour of the Registrar, Central University of Karnataka, Kalaburagi.
12. The successful bidder shall enter into Agreement with the University. The bidder shall pay EMD for Rs.2,50,000/- in the form of DD/Bank Guarantee in favour of "Central University of Karnataka" payable at Kalaburagi before entering into the Agreement.
13. Bidders are informed to note the following:

1	Date and time of availability of bid document in the portal.	From 17.00 Hrs. of 24.11.2023 to 17.00 Hrs. of 13.12.2023
2	Last date and time for submission of bids	17.00 Hrs. of 13.12.2023
3	Date and time of opening bids (Technical Bid)	17.30 Hrs. of 14.12.2023
4	*EMD – Rs.2,50,000/-	A/c No. 5109101000001 Bank: Canara Bank IFSC: CNRB0005109

*EMD is Payable through Demand Draft drawn on any nationalized bank in favour of "**Central University of Karnataka**" payable at Kalaburagi. The DDs should be sent to "The Registrar, Central University of Karnataka, Kadaganchi, Aland Road, Kalaburagi -585367, Kalaburagi District" in sealed envelope by super scribing as "DDs for **Providing Security Services to CUK**" tender. The DDs shall reach on or before the date and time of bid opening.

Pre-Bid Meeting:

If a pre-Tender meeting is convened the Tenderers' designated representatives are invited to attend at the venue and time stated in the Invitation to Tender. The purpose of the meeting is to clarify any issues and to sort out any doubts/questions on any matter that may be raised at later date.

The Tenderer is requested as far as possible to submit any questions in writing to reach the Tendering Authority not later than seven days before the meeting. It may not be practicable at the meeting to answer questions received later. Questions and responses will be transmitted in accordance with the following:

- a. Minutes of the meeting including the text of the questions raised and the responses given together with any responses prepared after the meeting will be transmitted through the website corrigendum.
- b. Any modification of the Tender documents which may become necessary as a result of the pre-Tender meeting shall be made by the Tendering authority exclusively through the issue of a Tender corrigendum/ addendum/ both.

The Date, Time and Venue of the Pre-Bid Meeting will be as follows:-

Date of Pre-Bid Meeting: 30.11.2023

Time: 12:00 PM

Venue: Office of the Registrar, Admin Block, CUK.

CENTRAL UNIVERSITY OF KARNATAKA

PRICE BIDFORMAT–ONLY INDICATIVE

NAME OF WORK: PROVIDING SECURITY SERVICES TO CUK

Sl. No.	Item	Designation	No. of personnel	Service charges in %
1	Security Services	Security Guards	60	
2		Security Supervisor	03	
Total:-		63		

* Do not fill rates in this column. Percentage of Service Charges should be quoted in the portal only. If amount is filled, bid will be summarily rejected.

Note:

1. The number of workers required shown above is indicative and may vary depending on the actual requirement. Payment shall be made for the actual man power utilized during the month per day basis.
 - Wages, EPF and ESI and Uniform Maintenance Allowance to be determined by the University/at the rate of Rs. /- per head per mensem are reimbursed strictly on the basis of actual monthly expenses incurred/paid by the Agency. The Agency shall consider service charges in percentage of value of services provided as per monthly statement vetted by the University. Administrative charges, overheads and Agency's profit shall be factored by the Bidder in the percentage quote in Financial Bid.
 - **BIDDERS ARE INFORMED TO FOLLOW ORDER No.F6/1/2023-PPQ DATED 06.01.2023 ISSUED BY MINISTRY OF FINANCE, GOI ELSE THE BIDDER IS LIABLE TO BE REJECTED FOR THIS TENDER.**

Bill of Payments – ONLY INDICATIVE
For Security Services provided to CUK, Kalaburagi
For the Month of _____.

1. Total Monthly basic wages as per attendance and Statement attached herewith and paid by the Agency including Uniform Maintenance Allowance	Rs.	/-
2. EPF employer's contribution as per rules and actuals Paid by the Agency	Rs.	/-
3. ESI employer's contribution as per rules and actuals Paid by the Agency	Rs.	/-
4. Total of Basic Wages	Rs.	/-
5. Quoted Service Charges on 4 as per Agreement	Rs.	/-
6. Total of Taxable Invoice (4+5)	Rs.	/-
7. Add GST as per prescribed percent on 6	Rs.	/-
8. Bill Gross (6+7)	Rs.	/-
9. Recoveries		
A. IT @ prescribed percent	Rs.	/-
B. CGST @ prescribed per cent	Rs.	/-
C. SGST @ prescribed per cent	Rs.	/-
D. Others- specify	Rs.	/-
E. Total of Recoveries	Rs.	/-
10. Net Amount to be Paid (8-9E)	Rs.	/-

Attachments:

- 1.
- 2.
- 3.

Certificates:

1. Certified that the wages and EPF & ESI contributions and Uniform Maintenance Allowance claimed in this bill are actually incurred by us as per the attendance sheet, challans/receipts, proofs of transfers attached above.
2. We have not made any spurious and excess claim in this bill and includes only such amounts that are genuinely spent by us. We are liable to any action that may be taken by University and other authorities for any excess claims.
3. We are filing the GST returns regularly as prescribed.

FOR AGENCY

Remarks of Security Officer:

1. I have verified the claim of the University and exercised controls in checking the attendance of the personnel.
2. I have satisfied myself of the credits to the personnel and the credits of both personnel and the Agency contributions to the EPF and ESI of the personnel.

CENTRAL UNIVERSITY OF KARNATAKA

SCOPE OF WORK OF THE CONTRACTOR FOR SECURITY SERVICES

1. The Agency shall employ capable personnel who can give security coverage and shall deploy his security personnel under this contract at various Offices, Departments, Centres, Hostels, Guest House, Health Centre, Installations, Assets etc.(hereafter called in short as “facilities”), of the University as per the directions of the university authorities. The Agency is responsible for supervision of behavior and proper discharge of duties of workers as assigned by the authority for two Financial Years 2023-24 and 2024-25.
2. The personnel thus deployed in various Offices, Departments, Centres, Hostels, Guest House, Health Centre, installations, Assets, etc., shall work according to the office/working time of facilities and also at the facilities and on timings assigned by the authorities of University from time to time.
3. The Agency shall not assign any overtime duty to any of his personnel engaged under this contract.
4. The Agency shall maintain all necessary Registers and Records as required under statutory norms and Labour laws. He shall maintain an Attendance Register of his workers engaged under this contract. The personnel employed shall be provided proper ID cards by the Agency
5. The wages to the workers engaged under this contract shall be paid only by the Agency through bank payment RTGS/NEFT)/account payee cheques after getting it verified from the concerned section of the CUK. Wages shall not be disbursed in cash payment. The wages shall be disbursed by the Agency within the time limit that stipulated under Section 17 of The Code on Wages Act, even if the payment is not received from the University.
6. The Agency shall give an acknowledgment for the materials handed over to him from the CUK. All such materials shall be returned in good working condition on completion of the contract period.
7. The Agency shall at its own cost provide ID cards without University’s insignia and batons to all the guards who are engaged on the services by the Agency. Every year the Agency shall provide two sets of uniforms and one pair of shoes to all the personnel engaged for Security services at its own cost. The bidder shall fact or the cost of these provisions in its Bid. No correspondence can be entertained with the Agency by the University at a later date in this regard.
8. The Agency shall instruct all the personnel engaged under this contract to invariably wear them regularly and be in uniform all time while at duty.
9. No alcoholic drinks, smoking and other Statutory banned items/articles/consumables shall be consumed by the employees of the Agency during duty hours nor they shall be under alcoholic influence.

10. The Agency shall comply with all his responsibilities mentioned in other sections of this tender document.
11. The Agency shall obtain necessary License from the Labour Commissioner, Govt. of India/Karnataka immediately after issue Work Order and before entering into Agreement for providing services, which should be kept valid throughout the period of Contract.
12. The "Security Service" is required to be carried out on all seven days of the week (i.e. Monday to Sunday) including all Holidays.
13. Strict discipline must be observed by the personnel. They have to exhibit decorum and decency while dealing with officials, staff, students and visitors and shall be firm in their delegated duty. They shall be in sound in body and mind, which can be ensured by the Agency by obtaining proper medical certificates from the personnel. The Agency shall obtain necessary Identity proofs from the personnel before employing them and shall be produced to the University whenever demanded.
14. If no action is taken immediately, whenever failure of the personnel to perform the assigned work to the satisfaction of the University is brought to the notice of Agency by the University and no action is taken by the Agency on the personnel concerned, penalty will be imposed as per norms.
15. Agency shall deal with and settle the matters related with unions at his level and shall make sure that no labour disputes/problems are referred to University.
16. Agency's staff shall always be disciplined, properly dressed and be presentable all the time during duty. The person deployed by Agency shall be properly trained, have requisite experience and skills for carrying out a wide variety of works. The Agency shall be solely responsible to tackle the matters, in cases where any of its staff deployed under this contract falls sick or is injured or goes on leave, strike, unfair activities etc. during performance of duty and shall replenish the man power immediately with suitable people. The Agency shall indemnify the University in this regard. Indemnify bond shall include this.
17. Be it private or public areas, the Agency's personnel shall be liable to be frisked/checked by thesecuritypersonnelofUniversityatanytimeduringperformanceoftheirduties.
18. Lists of workers placed in the hostel premises should be furnished to the office immediately after commencing the Security contract. Any changes thereafter in the lists should be intimated from time to time to the University.
19. The agency has place personnel at the Main Gate round the clock and shall keep the gate closed and locked during night time.
20. A register has to be placed at the Main Gate round the clock to record every entry and exit of staff, students, visitors and vehicles, along with vehicle numbers, name of occupant, mobile number, purpose of visit etc.

21. Patrolling of the main campus including boys' hostels and girls' hostels shall be attended to 24 hrs. The Agency shall follow the itinerary given by the Security Officer of the University for optimum placing of the personnel at vantage points. Decision of the University is final in this regard.
22. The personnel of the Agency will also be assigned the duties to switch on and off the generator(s) in case of power failures, based on the need.
23. The personnel of the Agency should be well behaved.
24. Under normal circumstances the personnel will prepare a situation report at 9:00 AM in the morning and 5:00 PM in the afternoon every day.
25. The personnel should maintain telephone numbers of nearby Police Stations, Fire Station, Hospital and all the officials of the University.
26. The Security personnel should keep with them the details of the personnel engaged by different other service providers like out-sourced non-teaching staff, caterers, facility management agencies etc. Proper record of entry and exit of these people should also be kept. The Agency should ensure proper supervision of the security guard every day and apprise the University with a proper security information management report in the format to be decided by the University.
27. The Agency shall appoint a supervisor to report and correspond with the University, on matters of daily importance, assignment of duties, bills and payments and any other matter.
28. The agency should provide only ex-servicemen/paramilitary personnel, as guards and supervisors. The Agency is advised to verify the service/retirement records of the prospective personnel before employing them under the contract and the Agency shall produce them to University for verification. The age of the personnel employed under the contract shall be below 55 years of age.
29. Details of the personnel employed on replacements and additions if any, shall be submitted immediately to the University by the Agency.
30. All personnel employed by the Agency under the contract are required to gather, in full strength and uniform, once in a month at the place designated by the Security Officer of University for inspection and training. They are also to compulsorily gather in parade at a designated place on National Festivals for parade and salaami of the Hon'ble Vice-Chancellor of the University.
31. The personnel employed under the contract shall be paid by the Agency every month at rates
32. Any legal disputes under the contract will be subject to jurisdiction of Kalaburagi Courts.

[Form of “Bid Security Declaration” -To be submitted in the Letter head of the Bidder]

“BID SECURITY DECLARATION”

To:

The Registrar,
Central University of Karnataka
Kadganchi, Aland Road,
Kalaburagi - 585367

Sir,

Sub.: Submission of Bid Security/EMD Declaration–Reg.
Ref.: Tenders invited for“ Providing Security Services for CUK”.
Tender Notification No:

I/We declare that:

1. I/ We understand that according to the tender document, bids must be accompanied by EMD or a Bid Security Declaration. Accordingly, I/We have opted for submitting this Bid Security Declaration.
2. I/We declare that I/We will not withdraw our bid during the Bid validity period or make any modifications to my/our bid.
3. I/We understand that if I/we withdraw my/our bid or modify the bid, I/we will be automatically suspended from being eligible for bidding and also will be debarred from competing for bids in your esteemed University for a period of one year from the date of occurring of such breach.
4. I/ We understand that if I/ We fail to furnish the Security Deposit before the deadline specified in the LoA / Lol, my/ our bid will be automatically cancelled and I/ We will also be debarred from competing for bids in your esteemed University for a period of one year from the date of occurring of such breach.
5. I/We further understand that if I/We fail to sign the contract in case the work is awarded to me/us or fail to furnish the Security Deposit, my/ our bid will be automatically cancelled and I/ We will also be debarred from competing for bids in your esteemed University for a period of one year from the date of occurring of such breach. I/We also understand that the University will confiscate S.D
6. I/ We understand that this Bid Security Declaration will automatically expire if we are not the successful bidder/upon the expiry of bid validity period.
7. I/we declare that I am/we are authorized to sign this declaration.

Duly signed this Declaration on this day - -2023 in the presence of following witnesses:

Signature of the Bidder with seal

In the presence of:

In the presence of:

Signature of witness:

Signature :

Postal address :

Signature of witness :

Signature :

Postal address :

(To be typed and submitted (uploaded) by the bidder on Bidder Company Letter Head)

TENDER CONDITIONS ACCEPTANCE LETTER

No.

Date:

To:

The Registrar,
Central University of Karnataka
Kadganchi Aland Road,
Kalaburai - 585367

Sir,

Sub: Acceptance of Terms & Conditions of Tender – Submission of declaration letter – Reg.

Tender Reference No:

Name of Tender/Work: Providing Security Services at CUK

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely Gem/CPP Portal as per your advertisement, given in the above-mentioned website.
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents 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 has 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(s) in its totality / entirety. I/ we hereby declare that I/ we will sign the entire tender document while signing the contract in case the work is awarded.
5. I/We do here by 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 our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your University, without giving any notice or reason, shall summarily reject the bid or terminate the contract in case tender is awarded, without prejudice to any other rights or remedy.
7. I / we hereby certify that I am/ we are authorized to sign this declaration. The original of this letter shall be submitted to the CUK while signing the contract in case the work is awarded.

Yours faithfully,

(Signature of the Bidder, with Seal)

From:

..... (Name & address of the agency)

.....

.....

To:

The Registrar,

Central University of Karnataka

Kadganchi Aland Road,

Kalaburagi - 585367

Sub: Submission of Tender for the work of “Providing Security Services for CUK”

Sir,

I/We acknowledge that CUK, Kalaburagi is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender document, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity in letter and spirit and further agree that execution of the said Integrity Agreement shall be separated and distinct from the main contract, which will come into existence when tender/bid is finally accepted by CUK, Kalaburagi. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, CUK, Kalaburagi shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Signature of the Bidder, with Seal)

Date:

(To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of CUK, Kalaburagi).

Format for submission of Bank account details:

The bidders are requested to furnish their bank details so as make payment / return the EMD of unsuccessful bidders through RTGS, in the following format:

May be typed as per the format given, scanned and uploaded:

Format for submission of details of the bank account of the bidder:

Name of the account holder (bidder)	
Complete address	
Contact number	
Email address	

Bank Account details:

Bank name	
Branch name	
MICR number	
Account type	
Account Number	
Please re-type Account number again	
IFSC code of the Bank	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the CUK responsible for this.

I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Seal and signature of the bidder.

Certification from the banker:

Certified that the particulars furnished above are correct as per our records.

Seal and signature of the authorized officer of the bank.

**Format of Letter of Transmittal cum undertaking
(On the Letterhead of the bidder)**

To: The Registrar,
Central University of Karnataka
Kadganchi, Aland Road,
Gulbarga - 585367

Sir, **Sub.: Tender for providing ""Providing Security Services for CUK"".**

Having examined and understood the details given in the Notice inviting tender and the tender document for the above service, I / we hereby submit our tender with the following declaration:

1. I/ we hereby declare that all the statements made by me/ us in the tender document are true and correct to the best of my/our knowledge and belief.
2. I/ we have herewith furnished all the information and details. I/ we have no further pertinent information to furnish.
3. I/ we declare that before uploading this bid, I/ we have read and fully understood all the terms and conditions, instructions contained therein and undertake myself/ ourselves to abide by the said terms and conditions.
4. I/ we also agree that the CUK, Kalaburagi can approach individuals, departments, employees or firms mentioned in our statements or any other firms/ agencies/ departments to verify our competence and general reputation.
5. I/ we agree that the price bid quoted by me/ us is valid for 90 days from the date of submission of the bid for its acceptance. I/ we further agree that I/ we will not make any change in our financial bid after its submission or withdraw the same (However, revision of minimum wage shall be considered by the CUK separately under related Clause of the contract).
6. I/ we declare that we have considered all related Acts and Rules framed there-under such as Minimum Wages Act 2019; Contract Labour (R&A) – Act and its amendments; and other statutory obligations/provisions and its amendments; Workmen Compensation Act, and its amendments; Payment of Gratuity Act 1972 and its amendments; Employees' Provident Funds and Miscellaneous Provisions Act – 1952 and Amendment Act 1988 and its amendments; Employees State Insurance Act – 1948 and Amendment Act – 1989 & 2010 and its amendments while deriving our financial quote. I/ we further declare that I / we abide by the said Acts and Rules.
7. I/ we hereby agree to take group insurance.
8. I/We hereby declare that, I/We have visited, inspected and examined the site and its surroundings and satisfied ourselves before submitting this tender about the nature of the work, facilities that may be required and obtained necessary information about working conditions, risk contingencies etc., which may influence our bid.

Yours faithfully,

Date:

Seal & signature of Authorized signatory

Declaration by the Bidder:

I/We have read and examined the notice inviting tender, General Rules and Directions, Conditions of Contract, clauses of contract, other documents and Rules referred to in the conditions of contract and all other contents in the tender document before submitting my/our tender in GEM Portal.

I/We hereby tender for the work/ service specified in the notice inviting tender for the Central University of Karnataka, Kalaburagi and agree to undertake the same if awarded within the time specified in the tender document/ letter of intent/ work order.

I/ we declare that the decision of the CUK on determination of lowest price bid is final and binding on me/ us.

If I/we, fail to commence the work specified I/we agree that the CUK shall without prejudice to any other right or remedy, shall be at liberty debar us from competing for bids in your esteemed University for a period of one year from the date of occurring of such breach as agreed upon in the Bid Security Declaration uploaded in the GEM.

Seal and signature of the bidder with date

Address:

ACCEPTANCE

The above tender (as modified and provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Central University of Karnataka, Kalaburagi.

The letters referred to below shall form part of this contract agreement: -

- a) Letter of Intent
- b) Work order and all future correspondences
- c) Documents as specified in the tender document.

Registrar
CUK, Kalaburagi

Dated.....

FORMAT OF AFFIDAVIT

[On a stamp paper of Rs.200 duly sworn before the Public Notary/ Oath Commissioner]

Name of work/ service: Providing Manpower Services at CUK .

Affidavit of Mr./Ms. _____, S/o/ of Mr. _____ aged about _____ years, resident of _____, working as _____ (designation) for _____ (name and address of the bidding agency).

I, the above named deponent, solemnly affirm and state as under:

1. That I am working as ----- /proprietor of the ----- (name of the firm) and authorized to sign this affidavit.
2. That the firm M/s-- (complete address of the firm) has not abandoned or suspended any manpower service contract / contracts of any organization/ department so far*/ during the previous three financial years. [* strike out if not applicable]
3. That the firm M/s-- (complete address of the firm) has not been blacklisted/ debarred for competing in tenders for manpower services by any organization/ department so far*/ during the previous three financial years .[* strike out if not applicable]
4. I solemnly verify that the facts stated above are true and nothing material has been concealed.

Seal and Signature of deponent

Identified by:

Solemnly affirmed and signed before me by the Deponent after the contents of this affidavit were read over to him, and stated by him to be true and correct on this ----- day of ----- 2022, at --.

FORMAT OF SOLVENCY CERTIFICATE FROM A NATIONALISED OR A SCHEDULED BANK
(On the Letterhead of the Bank)

This is to certify that to the best of our knowledge and information, M/s _____, having their registered office at a customer of our bank, is a reputed company with a good financial standing and can be treated as solvent to the extent of Rs. _____ (Rupees-----
-----). This certificate is issued without any guarantee or risk and responsibility on the Bank or any of its officers.

Date:

Signature with date
Name, address & Seal of the Bank/ Branch

FORMAT OF INDEMNITY BOND

(TO BE NOTORISED ON A STAMP PAPER OF APPROPRIATE VALUE)
(Only by successful bidder on intimation)

Name of the service: "Providing Security Services for CUK".

KNOW all men by these presents that M/s----- (name and address of the agency)
do
hereby execute Indemnity bond in favour of Central University of Karnataka, Kalaburagi on this --
---- day of -----

THIS DEED WITNESSETH as follows:

We (Name and address of the contractor) do hereby indemnify and save harmless Central
University of Karnataka, Kalaburagi – 585367 from:

1. Any third party claims, civil or criminal complaints/ liabilities/ site mishaps and other accidents or disputes; and/ or damages occurring or arising out of any mishap due to my/ our negligence in performing the contract for (Name of work);
2. Any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of me/ us or my employees;
3. Any claims by manpower personnel of mine/ ours or sub-contractors if any, under the Workman Compensation Act or Employees Liability Act or Minimum Wages Act or any other Act/ Law/ Rules and regulations in force from time to time under any Law in respect of injuries to persons or property arising out of in the course of execution of contract and/ or arising out of in the course of employment of any workman/ employee;
4. Any act or omission of mine/ ours which involve any loss or damages or liability or civil or criminal action.

IN WITNESSETH WHEREOF the above named has set his signature on this day-----

Signed and delivered by the aforesaid in the presence of

witness:

- 1.
- 2.

DECLARATION

(On the letterhead of Agency/Firm of the Bid Provider)

I/We hereby undertake that our Company/Firm/Agency do not have any legal suit/criminal case either pending against me/us/proprietor and any of our Directors (in the case of company) or being contemplated and have not been earlier convicted on the grounds of moral turpitude or for violation of laws in force and not black listed by any Govt. institution or reputed organization / or statutory body.

Name

Seal

Place:

Date:

Signature

ANNEXURE-I

FORMAT FOR SUBMISSION OF DETAILS OF SECURITY ON ROLL AS ON March 2023

(Please refer Eligibility criteria)

(To be submitted in a separate sheet typed neatly–preferably in alphabetic order, scanned and uploaded)

Sl. No.	Name of the Worker	Place	Designation	Age	Length of service	EPF Subscription number	ESI Subscription number

Signature of Authorized Signatory

ANNEXURE-II

Format for details of establishment for which the Agency had provided similar services during the previous five financial years – To be submitted year-wise in a separate sheet typed neatly, scanned and uploaded.

Sl. No.	Name of the Department	Contact person, designation and phone number	During the year	Number of Security personnel provided

Signature of Authorized Signatory

Pre Qualification Criteria /Compliance Statement

Following documents to be furnished in Technical bid, if fails, tender will not be considered.

Sl No.	Particulars	Yes / No
1	The copy of Registration Certificate issued by appropriate bodies of the Government for providing Security services.	
2	Copy of IT return filed by the agency for the last 5 years.	
3	Self-Attested copy of Site inspection/survey report from the agency with photography	
4	Financial Statements like Profit & Loss Account, Balance Sheet etc., in support of financial turnover of the agency for the last 3 years	
5	Copy of valid Security License – PSARA, Karnataka.	
6	Duly Filled & signed Annexure – A,B,C,D & E	
7	Undertaking by the Contracting Company / Firm/Agency that the contracting Company / Firm/Agency is having no legal suit/criminal case either pending against its proprietor or any of its Directors(in the case of Private Ltd, Company) or being contemplated and having not been earlier convicted on grounds of moral turpitude or for violation of laws in force as per Annexure-C	
8	EPF Registration certificate and EPF paid details for last 3 years	
9	ESI Registration certificate with ESI paid details for last 3 years.	
10	Professional Tax Registration Certificate with PT paid details for last 3 years.	
11	GST registration, allotted by tax authorities. GST returns for year last 3 years	
12	Provide details of the major contracts exclusively for similar services in an organization / establishment having a manpower of at least 50 manpower or more in single order handled by the service provider during the last 3 years (should be proved with EPF Paid Challan) in Govt. Depts., Semi Govt. Depts., Autonomous Bodies and PSUs preferably in Education Institutions/Universities. Certificate issued by the private company/firms will not be considered.	
13	A. Copy of Certificate of incorporation in case of companies B. Deed of partnership/registration of firms	
14	Details of authorised representative	

PAYMENT TERM TO THE CONTRACTOR

1. SUBMISSION OF DETAILS OF PAYMENT MADE:

The Agency shall pay to the personnel engaged on the services at the rates given in the schedule of prevailing minimum wages and agreed between the Agency and University. Variations in either direction in minimum wages shall be taken into account while preparing the pay statement and affecting payments by the Agency. Personnel shall be paid by electronic transfer only. All the personnel engaged on the service shall be invariably covered under Employee Provident Fund and Employee State Insurance as per eligibility and should bear valid Identity Numbers in the schemes. The Agency shall obtain a Group Life Insurance Policy including Accident Benefit covering all the personnel engaged under the Agreement for the entire period of the Agreement and extended periods of the Agreement. Agreement can only be signed after obtaining such Policy by the Agency. The quantum of coverage for Life and Accident to each category of personnel will be decided by both the parties to the Contract after mutual discussion. Coverage for additional personnel, if any, shall also be obtained by the Agency. The cost of the Policy will be reimbursed by the University to the Agency in one lumpsum without any extra cost, on production of original copies of Policy with Schedule and receipt for payment of premium.

The Agency shall recover EPF and ESI subscriptions from the personnel as per eligibilities and pay net amounts to the personnel by electronic mode. The Agency shall transfer the EPF and ESI subscriptions along with employer's/Agency's contribution immediately to the respective Fund Authority and keep the proofs of such transfers. The Agency shall in the succeeding month submit, the details of salaries paid in the previous month to the personnel with copies of salary slips, details of RTGS/NEFT transfers made/cheques issued towards, EPF&ESI statements and challans with employees' and employer's contributions. Copy of the acquaintances obtained from the personnel, to the University along with claim for services. In no case, the wage given shall be less than the minimum wage prescribed by the government from time to time and agreed to by both the parties.

The agency shall also submit copies of GST, IT and PT challans/returns after filing periodical returns to the concerned authorities for record purpose.

Failure to comply with the above procedures will make the claim entail for non-payment.

2. PAYMENT OF BILLS:

The Contractor shall submit his bill in duplicate, in the format given in Bill of Payment attached to this Notice, before the 5th day of succeeding month to the University along with the copies of all related documents as indicated above. The Agency shall submit the attendance sheet of the personnel, proofs of payments to personnel, proofs of credits to Fund Authorities etc in the format provided by the University to the Security Officer of University for processing. The Security Officer will vet the claim in all aspects and University will take action to release the payment to the Agency in electronic mode/by cheque, by way of reimbursement. University will deduct Income Tax and Good & Services Tax from the claims and remit the deducted taxes to the concerned departments under the respective

Identification Numbers of the Agency. University will also file TDS returns with the concerned authorities as per prescribed periodicity and the Agency shall remit its due taxes to the Government and shall discharge its functions under Law to file its returns.

The payment to the contractor towards his bill is the reimbursement by the University. The contractor should pay to the personnel as per the time stipulated in the Labour Laws without waiting for payment from the University.

Payment towards personnel engaged shall be regulated by the Agency as per the attendance of actual workers deployed, in the month of consideration.

3. RECOVERY OF STATUTORY PAYMENT LIABILITY:

In case by virtue of the provisions of the Code on Wages Act, 2019; Contract Labour (Regulation and Abolition) Act, 1970; Contract Labour (Regulation and Abolition) Central Rules, 1971; Minimum Wages Act – 1948; Payments of Wages Act 1936; Workmen Compensation Act, Payment of Bonus Act 1965; Payment of Gratuity Act 1972; Employees' Provident Funds and Miscellaneous Provisions Act – 1952 and Amendment Act 1988; Employees State Insurance Act – 1948 and Amendment Act – 1989 & 2010; related Rules framed under these Acts and other Statutory obligations on the part of the Agency; University is obliged or made to pay or happens to pay any amount or wages to personnel employed by the contractor in execution of the work/service, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the contractor, then the University will recover from the contractor such amount of wages so paid or the amount of expenditure so incurred.

Without prejudice to the right of the University under sub-section (2) of Section 20, and sub-section (4) of Section 21 of the Contract Labour (Regulation and Abolition) Act, 1970, University shall be at liberty to recover such amount or any part thereof by deducting it from e-PBG or from any sum due by the University to the contractor whether under this contract or otherwise.

4. SETTLEMENT OF DISPUTES/ARBITRATION:

As far as possible, disputes shall be settled mutually.

In case of any dispute or difference (unsettled mutually) in relation to this bid or agreement, the same shall be decided by an Arbitrator to be appointed by the Registrar of Central University of Kalaburagi under Arbitration and Conciliation Act, 1996 (26 of 1996). The venue of arbitration shall be Kalaburagi.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

All disputes are subject to courts at Kalaburagi jurisdiction.

5. Penalties under the Contract:

- a. If any person deployed on security duties found accepting bribe, penalty of Rs.10,000/- will be imposed for each case.
- b. If any Security Guard found missing or sleeping or in a drunken state, Rs. 2000/- will be imposed as penalty in addition to deduction wages of that day for each case. Such Security Guard will be terminated.
- c. The Agency shall employ at least 75% of the agreed man power on every day of the month, failing which penalty will be imposed on then Agency at the rate of Rs. 1000/- for that day apart from withholding the wages of the absent security guard for that day.
- d. Deployment of manpower on overtime (O.T) will not be permitted more than normal eight hours at a stretch (i.e., eight hours plus eight hours), in case of extreme requirements.
- e. In case of any loss that might be caused to the CUK due to lapse on the part of the security personnel discharging security responsibilities, it will be borne by the Agency and in this connection, CUK shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to CUK besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, CUK shall be within its right to terminate the contract forthwith or take any other action.
- f. Improper turn out of security staff while closing on duty Rs. 100/- will be imposed.
- g. In case any of agency's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same, then it will be treated as absence and penalty of Rs. 500/- per vacant point per shift be deducted from the next bill.
- h. In case any public complaint is received, attributable to misconduct/ misbehavior of agency's personnel & is assessed as true by CUK administration, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides the Security Guard found involved in the incident shall be removed from the CUK immediately, without prejudice to civil and criminal action on the personnel and the agency
- i. In case the contractor fails to commence/ execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, CUK reserves the right to impose penalty.
- j. Payment to guards must be made on or before 5th of every month. Failing which penalty of Rs 10000/-p.m. will be imposed.
- k. If guard is not having shoes, lathi (stick), cap, name plate, whistle a penalty of Rs 200/- will be imposed per day.
- l. If a guard is coming late for the duty by 30 minutes, that day's salary will not be paid. But he has to work, if not he should be terminated.
- m. No gossip, chit-chat with other guard/employee/visitor is permitted if found a penalty of Rs 5000/- will be imposed.
- n. No sudden leave should be taken, if, any emergency, the contractor should substitute the guard. Otherwise, a penalty of Rs.1,000/- per guard will be imposed.
- o. If any theft or any other unforeseen incident/s happened, the suitable penalty will be imposed as per directions of the University Authorities.