



हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय

(केन्द्रीय विश्वविद्यालय अधिनियम, 2009 के अधीन स्थापित)

निविदा सं. 09 एवं 10/2014/हि.प्र.के.वि./एनआईटी दिनांक : 19.06.2014

टेंडर आमंत्रण सूचना

निम्नलिखित सेवाओं हेतु तकनीकी और वित्तीय बोलियों के साथ (दोनों बोलियां अलग-अलग लिफाफों में) मोहरबंद टेंडर आमंत्रित किये जाते हैं :

1. हाउसकीपिंग एवं सामान्य सेवाएं
2. सुरक्षा सेवाएं

निबंधन एवं शर्तों सहित टेंडर फॉर्म को विश्वविद्यालय की वेबसाइट www.cuhimachal.ac.in से डाउनलोड किया जा सकता है।

इच्छुक/पात्रता रखने वाली पार्टियों द्वारा निर्धारित फॉर्मेट में टेंडरों के साथ प्रोसेसिंग शुल्क के रूप में (प्रत्येक मामले में) 500/- रुपये का डिमांड ड्राफ्ट और टेंडर दस्तावेज में (प्रत्येक मामले में) यथानिर्धारित बयाना राशि **23 जुलाई, 2014 (अपराह्न 03.00 बजे)** तक जमा कराई जाए। टेंडरों को टेंडर दस्तावेज में इंगित तिथि, स्थान और समय पर खोला जाएगा।

कुलसचिव

पोस्ट बॉक्स-21, धर्मशाला, जिला कांगड़ा, हिमाचल प्रदेश – 176215,

ई-मेल : registrar.cuhimachal@gmail.com, दूरभाष सं. : 01892-229330, 229574, फैक्स सं. 01892-229331



CENTRAL UNIVERSITY OF HIMACHAL PRADESH

(Established under Central Universities Act, 2009)

Tender No. 09 & 10/2014/CUHP/NIT

Dated: 19.06.2014

NOTICE INVITING TENDER

Sealed Tenders consisting of Technical and Financial Bids (Two Bids put in separate envelopes) are invited for:

1. Housekeeping & General Services
2. Security Services

Tender form along with Terms & Conditions can be downloaded from the University website: www.cuhimachal.ac.in.

Interested/eligible parties may submit their tenders in the prescribed format along with Demand Draft amounting to Rs.500/- (in each case) as processing fees and EMD as stipulated in Tender Document (in each case) by **23rd July, 2014 (3.00 PM)**. The tenders shall be opened on the date, place and time mentioned in the Tender document.

REGISTRAR

Post Box – 21, Dharamshala, District Kangra, Himachal Pradesh – 176215,

e-mail : registrar.cuhimachal@gmail.com, Phone No. 01892-229330, 229574, Fax No. 01892-229331

हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय

Central University of Himachal Pradesh

पोस्ट बॉक्स नं.- 21, धर्मशाला, जिला - कांगड़ा, हिमाचल प्रदेश - 176 215

PO Box: 21, DHARAMSHALA, DISTRICT KANGRA, HIMACHAL PRADESH – 176215

Phone No. 01892-229330, 229574, Fax No. 01892-229331

Website: www.cuhimachal.ac.in

Tender Document

FOR

PROVIDING SECURITY SERVICES



REFERENCE NO.	: 10/2014/CUHP/NIT
DATE OF ISSUE OF TENDER	: 19 th June, 2014
LAST DATE FOR RECEIPT OF TENDER DOCUMENT	: 23 rd July, 2014 (3.00P.M.)
DATE OF PRESENTATION	: 21 st July, 2014 (10:00 A.M.)
TIME AND DATE FOR OPENING OF THE TENDER (Technical bid)	: 28 th July, 2014 (1.00 P.M.)
PLACE OF OPENING OF THE TENDER	Central University of Himachal Pradesh, Camp Office, Dharamshala, District Kangra, Himachal Pradesh -176 215.
ADDRESS FOR COMMUNICATION	The Registrar, Central University of Himachal Pradesh, Camp Office, Dharamshala, Kangra District, Himachal Pradesh-176215.

**SINGATURE OF THE QUOTEE
WITH SEAL**



हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय

Central University of Himachal Pradesh

पोस्ट बॉक्स नं.- 21, धर्मशाला, जिला - कांगड़ा, हिमाचल प्रदेश - 176 215
PO Box: 21, DHARAMSHALA, DISTRICT KANGRA, HIMACHAL PRADESH – 176215
PHONE No.01892-229330, 229573, FAX No.01892-229331
Web site: www.cuhimachal.ac.in

Tender Document For PROVIDING SECURITY SERVICES

The sealed tenders/proposals are invited from reputed and eligible agencies/bidders under “Two-bid” system- (i) Technical Bid (un-priced) and (ii) Financial Bid (priced) to provide manpower for Security Services to the Central University of Himachal Pradesh, Dharamshala on contract basis on the following sites:

- i. Camp Office of CUHP, Dharamshala, District Kangra
- ii. Temporary Academic Block (TAB), Shahpur, District Kangra
- iii. Vice-Chancellor’s Residence
- iv. Students Hostels (Women’s Hostel at Dharamshala and Men’s Hostel at Kangra)
- v. Any other site identified by the University.

The bidder along with tender document has to submit processing fee of Rs. 500/- (Rupees Five hundred only) through demand draft in favour of Finance Officer, Central University of Himachal Pradesh, payable at Dharamshala, District Kangra (HP) and Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty Five Thousand only) in the shape of Account Payee Bank Demand Draft or F.D.R duly pledged in the name of the Finance Officer, CUHP, Dharamshala or Bank Guarantee (**Annexure-III**), for equal amount furnished on prescribed Proforma from any nationalized bank and forwarded along with the quotations.

Tender Document complete in all respects may be submitted in a sealed envelope and should reach not later than **3.00 PM on 23rd July 2014**. Tenders (Technical bids) will be opened at **1.00 p.m. on 28th July, 2014** at Camp office, CUHP, Dharamshala. **The tenders received after stipulated time and date, tenders without processing Fee and Earnest Money Deposit (EMD), conditional tenders, or incomplete tenders would be rejected.** The University reserves the right to accept or reject any or all tenders without assigning any reason. The finalized bidder will have to enter into a legal contract/agreement with the university before rendering its services to the University (**Annexure-IV**).

Note:

- (i) *The Processing fees and EMD should not be mixed i.e. Demand Draft for Processing fee and Demand Draft/FDR/Bank Guarantee for EMD should be furnished separately.*
- (ii) *Detailed information of the Tender Document can be downloaded from the University website www.cuhimachal.ac.in.*

The documents should be enclosed in separate envelopes of appropriate size each of which should be sealed.

- a) **ENVELOPE NO. 1:** Should contain (i) Covering Letter (ii) Technical Bid (**Annexure - I**) duly signed and stamped and (iii) Requisite Fee i. e. Processing fee and EMD and super-scribed "**Technical Bid**".
- b) **ENVELOPE NO. 2:** Should contain the Financial Bid duly signed, stamped and super-scribed as "Financial Bid" (**Annexure - II**).
- c) **ENVELOPE NO. 3:** Should contain Envelope 1 and 2.

The inner and outer envelopes should be addressed to the **Registrar, Central University of Himachal Pradesh, PO Box 21, Dharamshala, District - Kangra, H.P - 176 215** and should clearly mention "**Tender for providing Security Services**", **Reference No. 10/2014/CUHP/NIT dated 19th June, 2014**. The inner envelopes should also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared late. If the outer envelope is not sealed and marked as required, the University will bear no responsibility for the bids misplaced or premature opening. All Tenders/proposals should be made in English and should be written in both figures and words.

Any subsequent amendment modifications/Corrigendum, if any, will be uploaded only on the website.

The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise.

CLARIFICATION:

In case, the bidder requires any clarification regarding the tender document, they are requested to contact **Brig. (Retd) J.C. Rangra, YSM, Registrar, Central University of Himachal Pradesh Dharamshala** at telephone No. **01892-229574**, or e-mail: **registrar.cuhimachal@gmail.com**

ELIGIBILITY CRITERIA:

Technical bid envelop should contain the following:-

1. The Bidder must be a legally constituted Proprietary firm, Partnership firm, Limited Company or Corporate Body, who possess the required licenses, registrations etc., as per law valid at least for 12 months from the date of the opening of tender for providing Security Services.
2. Financial Turnover during the last 3 years ending 31st March 2014 should be at least Rs.20 lacs per year.
3. There should be no case pending with the police against the Proprietor/ Firm/ Partner or the Company (Bidder).
4. The Bidder shall have the following Registrations and details of the same be provided in the Technical Bid:

- a. EPF Registration
- b. ESI Registration
- c. Service Tax Registration
- d. Valid License, issued by Regional Labour Commissioner, Govt. of India.
- e. Proof of PAN issued by the Income Tax Department
- f. Service Tax Registration Proof.
- g. Satisfactory Performance certificate from at least three organizations where the contractor has supplied a group or more than 10 persons at a time for Security during the last 3 years.

Note : Proof in support will be enclosed for above eligibility criteria.

TERMS AND CONDITIONS:

1. The Tenderers/Bidders shall acquaint himself fully with Central University of Himachal Pradesh site conditions and the working environment before quoting the rates and security arrangements. **The security plan will be presented to a Committee at 10:00 A.M. on 21st July, 2014 at Camp Office, CUHP, Dharamshala, District Kangra. Standard equipment for security will be communicated to the bidders present by 3:00 P.M. the same day.** The Bidders are advised to do a complete survey of the sites at their own before offering rates. No compensation on account of any difficulties will be entertained at a later date after award of works.
2. The technical bid shall be opened first and only the eligible tenderers selected by Tender Committee shall participate in the financial bid, which shall be opened on the date further fixed by the Tender Committee.
3. In the event of the Bid being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so or in the case of a company, the tender be signed in the manner laid down in the said Company's Article of the Association. The signatures on the tenders will be deemed the authorized signatures.
4. All the pages of the Tender document should be signed by the owner of the firm or his Authorized Signatory as token of acceptance of Terms & Conditions. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/ authorization may be enclosed along with tender.
5. The successful bidder will be required to deposit the Bank Guarantee amounting to Rs.2,00,000/- (Rupees Two Lacs only) of the desired amount as security for the performance of the contract as laid down by the Central University of Himachal Pradesh. This Bank Guarantee must be deposited within 7 days of the award of the contract and EMD shall be returned on submission of Bank Guarantee.
6. The tender for the works shall remain open for acceptance for a period of 90 days from the date of opening of tenders. The earnest money will be forfeited in case of contractor withdraws his bid during the validity period.
7. The Bid security (EMD) shall be returned to the unsuccessful bidders after finalization of contract without any interest.

8. All offers should be typewritten or written neatly in the legible ink and submitted in duplicate. All corrections must be signed by the bidders.
9. The bidder must ensure that the conditions laid down for submission of offers are complete and correctly filled. The rates and units shall not be overwritten and shall be in both i.e. figures and words. Any omission to fill the rates and units shall altogether debar the quote from being considered.
10. In case two or more agencies are found to have quoted the same rates, the Committee authorized by the University shall decide about the Bidder to which the offer shall be granted based on the report on the past performance of the firm and length of experience etc. The decision of the Competent Authority shall be final.
11. The tender document is not transferable under any circumstances.
12. Any changes with reference to this tender will be notified through website only.
13. All costs incurred in connection with submission of bids like preparation, submission, any personal visits for seeing the location, submitting the bids personally, subsequent processing etc. shall be borne by the bidder. University will not be responsible/liable for the same regardless of the outcome of the tendering process.
14. All machinery/ equipment / material etc. as specified after the presentations and before submission of bids, if required for Security Services of the University Campuses will be provided by the University. A bidder must identify such items before quoting the rates and specify /clearly spell out the No. (Numbers) required in the technical bid.
15. Central University of Himachal Pradesh reserves the right to accept or reject any or all the tenders without assigning any reason.

Read and accepted
(Signature and Stamp of the Bidder)

DETAILED TERMS AND CONDITIONS

1. The bidder must provide information about his Agency as per **Annexure-I**.
2. The Central University of Himachal Pradesh requires **Security personnel** and **Supervisors**. This manpower is to be provided for three shifts of 8 (eight) hours each a day and 7 (seven) days a week.
3. Additional manpower, if any required, will be supplied by the contractor on the same terms and conditions and the number of personnel required may change.
4. The payment of details to be provided as per the format attached as **Annexure-II**.
5. The bidder shall deposit earnest money of Rs.25,000/- (Rupees Twenty Five Thousand only) in the shape of Account Payee Bank Demand Draft or F.D.R duly pledged in favour of the Finance Officer, CUHP, Dharamshala or Bank Guarantee (**Annexure-III**), for equal amount furnished on prescribed Proforma from any nationalized bank must be forwarded along with the quotations.
6. On acceptance of the tender, the successful bidder shall deposit Bank Guarantee/ Bank Draft/ FDR amounting to Rs. 2,00,000/- (Rupees Two lakhs only) on account of Performance Security to Central University of Himachal Pradesh. This Bank Guarantee must be deposited within 7 days of the award of the contract and the same shall be in addition to Rs. 25,000 (Rupees Twenty Five Thousand only) deposited as earnest money which will be converted into security deposit on award of the contract. No interest will be paid on the security amount.
7. The contractor will provide Security Services employing Security Guards. The manpower will be screened by the University. The staff employed by the contractor will always wear uniforms and carry/wear identity cards with them for verification while working on the Campus.
8. The supervisor(s) deployed by the Contractor is supposed to be present on the University Campus during working hours. He will also do supervisory role at night. He will give daily progress report to the designated officer of the University or his authorised nominee.
9. Intimation will be given to the designated officer by quickest means by the guards so as to prevent any trespassing, encroachment, loss, theft, fire, or any abnormal incidents.
10. The Security personnel employed should have been trained in Fire Fighting, First Aid and to meet with the situations arising out due to Natural calamities.
11. That the Security personnel shall ensure no baggage or unit property leaves the premises without a valid authorization. In case of default or any other damages as a result of unauthorized movement, the Contractor/tenderer is to make good the losses or damages.
12. That the Contractor will be responsible for the discipline, loyalty and good conduct of all his Security Guards and will ensure that his personnel do not join any union.
13. That in the event of a theft, fire, accident or untoward incident or such mishaps, the Customer will lodge relevant FIR with the police authorities and the Contractor will follow it up. The Contractor will also conduct its own investigation on the matter and submit a report. The Customer after investigation may fix a percentage, if the loss is to be adjusted from the payment due to the Contractor in case of negligence, connivance or

- direct involvement of any personnel employed by the Contractor to cause theft or damage in the guarded area.
14. The Central University of Himachal Pradesh shall have the right to seek replacement of any person found undesirable and the substitute shall have to be provided by the contractor.
 15. The staff to be provided by the Agency should be physically fit Ex-Servicemen for performing security duties and shall not be above 60 years of age.
 16. The contractor shall deploy only Indian Nationals. All the persons provided should have good moral character and antecedent verification should be got done from the concerned authority by the Contractor and made available to the University. No criminal case should be pending against any of the persons employed by the Contractor.
 17. The details of the persons deployed by the contractor with name, bio-data and copies of the character antecedents verification and latest photographs of all the persons shall be supplied to the University Office for record within 05 (five) days of the issue of the offer letter. The successful Bidder will have to start the work within 07 (seven) days of submission of the required documents.
 18. The Designated Officer or his nominee shall be at liberty to check any time the deployment of persons by the Contractor and in case of default the Designated Officer of the University shall deduct the wages of absentee personnel from the monthly payment due to the contractor and impose penalty as deemed fit by him. The penalty can be upto Rs.500/- per day per absentee. The decision of the Vice-Chancellor shall be final in this regard.
 19. The Contractor shall be liable for full fidelity of the personnel to be provided and in case any Pilferage /damage /theft /shortage is caused to the property of the University due to the carelessness of the persons deployed by the contractor, the value as assessed by the Designated Officer shall be recovered from the payment due to the Contractor under the contract. If some amount is still found recoverable, the contractor shall deposit the same within 15 days from service of notice by the University.
 20. Bidder will have to quote two rates for each category - **one based on state (HP) rates and two - rates based on Central Government. Quotations with single rates will be rejected as invalid**
 21. The contractor shall not pay to the persons engaged by him less than the minimum wages as approved under Minimum Wages Act.
 22. The Central University of Himachal Pradesh will not be liable to pay any amount other than settled in the contract. Any payment under provision of the ESI Act, 1948, Workman Compensation Act 1923, payment of Gratuity Act, 1948 and Employee's provident Fund and Miscellaneous Provisions, Act 1952 or any other statutory liability shall be made by the contractor and challans /receipts must be enclosed with the monthly bill. The contractor shall be solely responsible and liable for his persons under the provisions of Contract Labour (R&A) Act and the labour and services laws. A certificate to this effect will have to be submitted by the contractor in separate challan in respect of manpower deployed by him. The certified copy of challans must be submitted with the bill of following month.
 23. The Contractor shall be paid against monthly bills to be submitted by him at the settled rates and payment will be released to the Contractor within a week from the date of submission of the bill.

24. The Contractor must ensure the payment to staff by 7th of each month from his own resources.
25. TDS and other taxes as applicable will be deducted from contractor's bill as per Govt. Instructions from time to time.
26. The Service tax (if claimed by the Successful Bidder) will be reimbursed only after the submission of proof of payment of Service Tax.
27. The contract will be valid for a period of one year and can be extended if agreed to by both the parties.
28. (i) A tenderer shall have the right to be heard in case if it is felt that his/her tender has been rejected wrongly.
(ii) The tenderer may send written representation, which may be examined by the Registrar or an officer to be designated by the Vice-Chancellor.
(iii) The tenderer could make such a representation within one month from the date of placement of contract and the said representation shall be decided/replied to within one month from the date of its receipt.
29. **Warning Clause:** In case any complaint is received from users, the following penalty will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployed/material supplied:-

(a) First Complaint	-	Verbal Warning
(b) Second Complaint	-	Written Warning/Show cause notice and imposition of fine amounting to Rs.500.
(c) Third Complaint	-	Deduction of ¼ amount of the monthly bill.
(d) Fourth/Fifth Complaint	-	termination of contract and Bank Guarantee of the contract will be forfeited.
30. **Termination:** The Contract may be terminated by giving one months notice, in case the agency:
 - a. Assigns or sub-contracts any of this service.
 - b. Violation/contravention of any of the terms and conditions mentioned herein.
 - c. Does not improve the performance of the services inspite of instructions.
 - d. Any violation of instruction/agreement or suppression of facts.
 - e. Contractor being declared insolvent by competent court of law.

On termination of the contract, it shall be the responsibility of the agency to remove its men and materials within two days or date specified by CUHP. CUHP shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be.

During the notice period for termination of the contract in the situation contemplated above, the contractor shall keep on discharging his duties till the expiry of notice period.

31. **Penalty:** In case of pre- mature termination of the contract due to any of the clauses of Termination, the security amount shall be forfeited.
32. **Arbitration:** In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by Sole Arbitrator to be appointed by CUHP.
33. **Jurisdiction:** In case of any dispute, the jurisdiction shall be the Court at Dharamshala.

REGISTRAR

Read and accepted
(Signature & Stamp of the Bidder)

DECLARATION BY THE TENDERER

It is hereby declared that I/We the undersigned, have read and examined all the terms and conditions etc. of the tender document for which I/We have signed and submitted the tender under proper lawful Power of Attorney. It is also certified that all the terms and conditions of the tender document are fully acceptable to me/us and I/We will abide by all the terms and conditions. This is also certified that I/We/our principal manufacturing firm have no objection in signing the purchase contract if the opportunity for the supply of the items against this tender is given to me/us.

Date:

Signature:

Name:

Designation:

On behalf of: (Company Seal)

Central University of Himachal Pradesh

PO Box: 21, DHARAMSHALA, DISTRICT KANGRA, HIMACHAL PRADESH – 176215

**PROFORMA FOR
for
Technical Bid
FOR SECURITY SERVICE**

Payment Details

DD No. _____
DD Amount _____
Bank Name/Branch _____

Technical Bid should indicate following information along with the self-attested photocopies of supporting documents:

1. Name of Firm/Agency: _____
2. Registered address: _____

3. Telephone No. (Landline): _____
4. Fax No.: _____
5. Mobile No.: _____
6. Email Address: _____
7. Name & Address of Branch, if any: _____

8. Type of Organization: _____
(whether sole proprietorship/partnership/
Private Limited for Cooperative body etc. attach proof)
9. Name of Proprietor/Partners/Directors _____
of the Organization/Firm:

S. No.	Documentary Proof of	Attached (Yes/No)	Page Appendix No (If attached)
i.	Proof of incorporation/inception of the Agency		
ii.	Registration for manpower supply/Licence to act as Private Security Agency		
iii.	PF Registration Proof		
iv.	ESI Registration Proof		
v.	PAN Number		
vi.	Income Tax Return for the last 3 years		
vii.	Service Tax Registration Proof		
viii.	Proof of Registration with the Labour Commissioner		
ix.	Satisfactory Performance certificate from at least three organizations where the contractor has supplied a group of more than 10 persons at a time for Security during the last 3 years		
x.	Any other relevant information		

Name and signature of the authorized person
of the firm along with seal

Central University of Himachal Pradesh

PO Box: 21, DHARAMSHALA, DISTRICT KANGRA, HIMACHAL PRADESH – 176215

PROFORMA FOR for Scheduled Rates for Security Services

S. No.	Payment Details	Security Guards (per month rates in Rs.)	Supervisor (per month rates in Rs.)
1.	Manpower (No.)		
2.	Basic rates (Minimum Wages)		
3.	Weekly rest pay		
4.	Provident Fund @ 13.61%		
5.	ESI @ 4.75%		
6.	Leave entitlement		
7.	Total (2 to 6)		
8.	% Service Charges		
9.	Amount of service charges		
10.	Total (7 to 9)		
11.	Service Tax @ 10.30% on Col. No. 10		
12.	Any other charges		
	Total payable (10 to 12) per month (in figure)		
	Total payable (10 to 12) per month (in words)		

Name and signature of the authorized person
of the firm along with seal

MODEL BANK GUARANTEE FORMAT FOR FURNISHING BID SECURITY (EMD)

Whereas (hereinafter called the “tenderer”) has submitted their offer dated.....for the supply of (hereinafter called the “tender”) against the Purchaser’s tender enquiry No.
.....KNOW ALL MEN by these presents that WE.....ofhaving our registered office at..... are bound unto the Central University of Himachal Pradesh (herein after called the “University”) in the sum offor which payment will and truly to be made to the said University, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect Within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the University during the Period of its validity:-
 - a) If the tenderer fails to furnish the performance security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

We undertake to pay the University up to the above amount upon receipt of its first written Demand, without the University having to substantiate its demand, provided that in its demand the University will note that the amount claimed by it is due to it owing the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

(Signature of the authorized officer of the bank)

.....
.....

(Name and designation of the officer)

.....
.....

Seal, name and address of the Bank and address of the Branch.

(On Rs.100/- Non-Judicial Stamp Paper)

CONTRACT AGREEMENT

(To be signed by the finalized bidder, before rendering services to the University, on a non-judicial stamp paper of Rs. 100/-)

1. This agreement is made on (date) between Central University of Himachal Pradesh, (Hereinafter called **CUHP** which expression shall unless excluded by repugnant to context, include his successors and assignees) and(Hereinafter called the **Contractor** which expression shall unless excluded by or repugnant to context, include his successors and assignees) on the other part. The agreement shall remain valid from..... to.....
2. Whereas CUHP has invited tender for providing Security Services in the CUHP for
3. CUHP has approved the tender for the work at an amount of Rs. The work is to be carried out as per the direction of the designated officer.
4. The scope of services to be rendered under each item can be increased or decreased as per requirement, to be decided mutually between CUHP and contractor and the monthly payable for that item will be increased or decreased as per the rate already approved.
5. The contract period shall be initially for with effect from to which can be extended on mutual consent of both the parties for the additional period. The following documents have been annexed as integral part of contract and initialled one behalf of parties hereto:
 - (a) Tender document.
 - (b) Price bid No.
 - (c) Letter No.
6. It shall be the sole responsibility of the contractor to ensure effective services and if there is any loss/shortage of any material to the institute during the course of their duties on account of dishonesty, theft, connivance or due to any cause other than natural calamity. The same shall be recovered from the agency.
7. The contractor will take all steps as required under law in case of any loss or other contingency in consultation with the institute.
8. The contractor has furnished a security of Rs.(Rupeesonly) in shape of "Deposit at Call" No. Duly pledged and renewed upto in favour of Central University of Himachal Pradesh, which shall carry no interest.
9. That in case of any dispute arising between the parties w.r.t. the contract, interpretation of the terms or any claim whatsoever, the Vice Chancellor, Central University of Himachal Pradesh, or any person appointed by him shall be the sole Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act 1996 shall be applicable. The contractor shall have no objection to the Designated Arbitrator or other appointed person as Arbitrator by him. The place of Arbitration proceedings shall be at Dharamshala.
10. All equipment / material etc. required for Security Services of the University Campuses will be provided by Contractor.
11. The contractor will not sub-let the contract of these services to any other agency or individual(s).

12. The contractor amount of this work is as per the rate approved with services charges.
13. The contractor will be responsible for compliance of various statutory obligations like EPF, ESI, minimum wages act, workman compensation act and other laws enacted from time to time.
14. Contractor will submit photocopy of challans of deposits of EPF & ESI along with bill every month.
15. The contractor shall maintain absolute security with regard to all the matter that comes to his knowledge by virtue of its contact.
16. The responsibility for implementing the instructions/ guidelines for working on National holidays and Sundays would be of the contractor.
17. Since the personnel will be employees of the contractor, the Central University of Himachal Pradesh will not have any concern or relation with them either directly or indirectly all statutory obligation shall be discharged by the contractor and there shall be no liability of CUHP in that respect.
18. Contractor will ensure that the staff is periodically changed to ensure better output and result.
19. It is clearly understood by both the parties that this agreement is a commercial agreement and not one is creating any employment.
20. Consolidated bill with the full details pertaining to the previous month will be submitted by the contractor by 3rd of next month and after due scrutiny Central University of Himachal Pradesh will make requisite payment to contractor by 7th of the same month of submission of the bill.
21. The workmen of the contractor shall have no privity of the contract with the company and there shall be no master servant relationship between the Central University of Himachal Pradesh and the contractors workmen of any nature whatsoever.
22. Any loss due to negligence, if proved, of security staff will be compensated by the contractor.
23. The contractual amount payable to contractor every month would be reviewed as and when minimum wages rate revised by Government of Himachal Pradesh.
24. The contractor shall comply with provisions of the contract labour (Regulation & Abolition) Act 1970, Contract Labour (Regulation & Abolition) Central Rules 1971.
25. Contractor or his representative will remain in constant touch with concerned official of Central University of Himachal Pradesh for better understanding and effective work.
26. All records, attendance registers and documents will be maintained and kept by the contractor.
27. The contractor will also submit an affidavit for committing minimum wages to the workers deployed by him/them, abide by the Labour Act 1970 amended from time to time, contract labour Central rates 1971, workmen compensation Act, P.F. & Misc. Provision Act 1952 before the start of the work. Security deposit will be released once no-objection certificates are made available from all the statutory bodies relevant under the contract.
28. That the terms of tender which have not been mentioned in the contract shall also apply and form part of the contract for all the intents and purposes.
29. That the courts at Dharamshala alone shall have exclusive jurisdiction for all the legal purposes.
30. That in case of any loss being suffered by CUHP or the violation of the terms and conditions of contract; the CUHP shall have right to deduct all claims against contractor for the security and CUHP shall have right to forfeit and deduct the claim amount from the security amount partly or entirely as per the claim.
31. That in case if the contractor withdraws from the contract within the period of contract, the CUHP shall forfeit the security amount without any refund and further the contractor shall be liable to pay a sum of Rupees Five lacs to CUHP.

32. **Warning Clause:** In case any complaint is received from users, the following penalty will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployed/material supplied:-
- (a) First Complaint - Verbal Warning
 - (b) Second Complaint - Written Warning/Show cause notice and imposition of fine amounting to Rs. 500.
 - (c) Third Complaint - Deduction of ¼ amount of the monthly bill.
 - (d) Fourth/Fifth Complaint - termination of contract and Bank Guarantee of the contract will be forfeited.
33. **Termination:** The Contract may be terminated by giving one months notice, in case the agency:
- a. Assigns or sub-contracts any of this service.
 - b. Violation/contravention of any of the terms and conditions mentioned herein.
 - c. Does not improve the performance of the services inspite of instructions.
 - d. Any violation of instruction/agreement or suppression of facts.
 - e. Contractor being declared insolvent by competent court of law.
- On termination of the contract, it shall be the responsibility of the agency to remove its men and materials within two days or date specified by CUHP. CUHP shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be.
- During the notice period for termination of the contract in the situation contemplated above, the contractor shall keep on discharging his duties till the expiry of notice period.
34. **Penalty:** In case of pre mature termination of the contract due to any of the clauses of Termination the security amount shall be forfeited.
35. **Arbitration:** In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by Sole Arbitrator to be appointed by CUHP.

THIS WITNESS WHEREOF both the parties have set and subscribed their respective hands with their seal in Dharamshala in the presence of the witness:

CENTRAL UNIVERSITY OF HIMACHAL PRADESH, DHARAMSHALA (CUHP)

Witness:

- 1.
- 2.

AGENCY

Witness:

- 1.
- 2.

(On Rs. 100/- Non-Judicial Stamp Paper)

AFFIDAVIT

.....gives the following undertaking and commitments to the CUHP.

- a) Thatwill release the payment as per minimum wages act/ DC rates prevalent in the region (which ever is more) to its employees.
- b) Thatwill follow the Central Labour Act, 1970, the Contract Labour Central Rules 1971, Workmen Compensation Act. Employees Provident Fund and Miscellaneous Provision Act 1952 or any other Act/Rule Statutes enacted by Govt. of India or Govt. of Himachal Pradesh.
- c) Thatwill follow all clauses as mentioned in the agreement between CUHP & for provision of Security Services fromformonths.
- d) Thatshall abide by the terms and conditions of the agreement.

Certification

Certified that the contents of above affidavit are true and correct as per our knowledge and nothing has been concealed therein.