

Dr. Panjabrao Deshmukh Krishi Vidyapeeth, Akola
COLLEGE OF AGRICULTURE, NAGPUR



TENDER NOTICE

SECURITY SERVICES/GUARDS – 2012-13

ESTIMATED ANNUAL EXPENDITURE	:	Rs. 20.00 Lakhs
SECURITY DEPOSIT	:	10% of final execution order
EARNEST MONEY DEPOSIT	:	Rs. 20,000/- (Refundable)
TENDER FORM	:	Rs. 2000/- (Non Refundable)

LAST DATE OF ACCEPTANCE OF TENDER FORM: 30.8.2012

TEL NO.(0712) 2560059, 2522621

(This should be enclosed in envelope no. 1)

Sr. No. : _____

Issued to : _____

Money Price Rs.....

Tender Receipt No.: _____ Date _____

Signature of the Cashier with office stamp: _____

Appendix – I (Part-I)
(This **should** be enclosed in envelope No. 1)
CHECKLIST MUST BE FILLED BY THE TENDERER

Paste recent
passport size
photograph
with signature
and Seal

The documents enclosed with tender form are as listed below. Any omission makes the tender liable for rejection. Before sealing the tender please check up each item and score at the appropriate place with YES or NO. You must also quote the relevant page number. You may attach other information also but state in the list after numbering the same pages.

Sr. No.	Details	Whether Attached	Page No.
1	D. D. of E. M.D. Rs. 20,000/- No. Date drawn in favor of Associate Dean, College of Agriculture, Nagpur of any Nationalized/Scheduled Bank payable at Nagpur only) The name of the tenderer with seal should be written on back side of DD.	Yes / No	
2	Valid Service Tax Certificate.	Yes / No	
3	ESIC Code No. (Registration Certificate)	Yes / No	
4	EPF (Employees Provident Fund Registration Certificate)	Yes / No	
5	Work done Experience Certificate of providing Security Services for last three years in various Govt. Departments, along with photo copy of work execution order of different agencies (Year wise).	Yes / No	
6	Detailed information about Institution (Agency/Company) name of proprietor, telephone and mobile No, Company Registration, Certification, Annual turnover of the Company/Agency will required and in case of partnership firm name and address of the partners and copy of partnership Deed will be required.	Yes / No	
7	License (Renewed) under shop and Establishment Act, 1948	Yes / No	
8	Original Application, Tender, Terms & Conditions	Yes / No	
9	Company profile, Information booklet if any	Yes / No	
10	Identity Card and address proof of tenderer	Yes / No	
11	Valid Police license copy of last 3 yrs. for Ex. Serviceman with arm	Yes / No	
12	Audited balance sheet	Yes / No	
13	Envelop 1 (Appendix – I, Part I, II, III and IV) with D.D. of EMD and all documents Sr. No. 2 to 12.	Yes/No	
14	Envelop 2 (Appendix-II)	Yes/No	

The above details have been checked and found correct.

Place:

Date:

(Official Seal)

Signature and seal of Tenderer

Submit the attested photo copies of certificates with the form mentioned against Sr. No. 2 to 12 of check list.

Appendix – I (Part –II)
“DECLARATION OF THE TENDERER”

- 1) That I / We _____ am / are the authorized nominee(s) of the firm _____ hereby submit tender to the University for security services to Maharajbag/Telankhedi/Satpuda Botanic Garden/Farms and jurisdiction of College of Agriculture, Nagpur under Dr.P.D.K.V., Akola
- 2) I am to state that the information provided by me/us in the tender form is true and correct
- 3) I / We may be punished as per law for any wrong information, misleading facts provided in the tender from besides rejection of my / our tender.
- 4) In case of any dispute, the Jurisdiction will be Nagpur only.
- 5) I / We have carefully read all the terms and conditions of the tender (from 1st Page to page) and signed the every page. I solemnly declare that the same are acceptable to me/us and binding on me/us.

Place:

Signature and seal of Tenderer

Date:

Name of Tenderer: _____

Capacity in which signed : _____

Full address of the Tenderer : _____

With seal & stamp :

(Attach Identity card Xerox) : _____

Phone No. : _____

Mobile No. : _____

**TENDER FORM FOR PROVIDING SECURITY SERVICES AT MAHARAJBAG,
TELANKHEDI GARDEN & SATPUDA BOTANIC GARDEN AND AREA UNDER
JURISDICTION OF COLLEGE OF AGRICULTURE, NAGPUR**

To,
The Associate Dean,
College of Agriculture,
Dr. PDKV,
Nagpur.

Dear Sir,

1. In response to the tender notice published in the daily newspaper _____
_____ dated _____

I/We submit herewith the tender form for providing security services to **Maharajbagh Garden/ Telankhedi Garden and Aquarium/Satpuda Botanic Garden/Farms and any other area under jurisdiction of College of Agriculture, Nagpur.**

2. I/We have thoroughly examined and understood all terms and conditions of the tender form and I/We agree to abide by them in toto and in testimony I had signed the every page of tender form, declaration and undertaking .
3. I/We offer to provide security services to **Maharajbagh Garden/ Telankhedi Garden and Aquarium/Satpuda Botanic Garden/Farms and any other area under jurisdiction of College of Agriculture, Nagpur** and accordingly quoted the rates inclusive of all taxes, freight, etc as given in Appendix-II. It is agreed that no additional charges other than those mentioned in Appendix – II would be charged by me/us.
4. I/We shall be bound by communication of acceptance of the offer, dispatched within prescribed time.
5. I/We accept that the right to accept or reject whole or part of the tender without assigning any reason is reserved with the Associate Dean. The decision of the Associate Dean will be final and shall be binding on me/us.
6. A Demand Draft (D.D.) of EMD for payable at Nagpur bearing No. _____ dated the _____ in favour of the Associate Dean, College of Agri., Nagpur is enclosed herewith.

Signature and seal of Tenderer

7. I/We agree to provide security services to **Maharajbagh Garden/ Telankhedi Garden and Aquarium/Satpuda Botanic Garden/Farms and any other area under jurisdiction of College of Agriculture, Nagpur** as per the final orders for the period specified in the conditions.
8. As per the terms and conditions, I/we are submitting our offer in two envelopes. The documents as per Appendix – I and checklist are enclosed in envelop no. 1. (Technical envelope) along with D.D. of EMD. The envelope no.-2, (Commercial envelope) contains rates quoted by me/us.
9. I/We also agree that Associate Dean has full rights to accept or reject the complete tender, if Associate Dean is satisfied/unsatisfied with contents in Technical envelope. The decision of the Associate Dean regarding this will be final and binding on me/us.
10. I/We hereby declare that the entries made in this tender form and enclosed draft of agreement on Appendix 1 (part II) are binding for me/us. I/We shall be bound by the Act of my/our authorized representative duly constituted Attorney Shri. _____ whose signature is appended here to in the place specified for the purpose and of any other person who in future may be appointed by me/us in his place to carry on the business of this concern/agency/firm. The intimation of such change will be given to the **Associate Dean, College of Agriculture, Nagpur**. To facilitate checking and to confirm all enclosed documents, I have numbered all documents and attested copies. As provided in this tender I have filled relevant entries in the checklist provided along-with this form & same is enclosed in Technical envelope.

The following documents duly filled in and signed, are enclosed along-with the tender.

- Enclosures : 1) Appendix-I-Part- I,II, III & IV Checklist and declaration along with DD of EMD.
 2) Envelop No. 2 (Appendix -II) commercial envelop of offer amount.

Place _____

Yours faithfully,

Date _____

Name and Signature of
the Tenderer and seal

Phone No. _____ Mob. _____

(This should be enclosed in Envelop No. 1)

APPENDIX I (PART – III)

TERMS AND CONDITIONS FOR SECURITY SERVICES AT COLLEGE OF AGRICULTURE, NAGPUR

I. SCOPE OF THE SECURITY SERVICE

The Security Services have to cover all the area under the jurisdiction of College of Agriculture, Nagpur indicated by Associate Dean or Authorised Officers from time to time.

II. HOW TO FILL THE TENDER FORM :

1. Tender shall be filled-in two parts under three Envelop System. Technical Tender shall be enclosed and sealed in Envelop No.1. Schedule of Rates shall be filled in and enclosed in Envelop No.2 Both the sealed Envelops shall be kept in Envelop No.3, which shall be big enough to contain two Envelopes. On each Envelop name and address of tenderer shall be written in block letters. On the top of each Envelop number should be mentioned. The Envelop should be addressed to the Associate Dean, College of Agriculture, Nagpur.
2. Tender shall be opened as far as possible in the presence of all tenderers and committee members of College of Agriculture, Nagpur. Sealed tender No. 3 will be opened. Envelop No. 1 is technical tender which will be open first and if it contains all the papers required, Envelop No. 2, which containing the price bid will be opened. If it is found that all the papers are kept together in a single envelop ignoring instruction given "above I" the tender shall be rejected forthwith.

A. GENERAL CONDITIONS

1. Sealed Tenders are invited from Tenderers in bid system to enter into contract with College of Agriculture, Nagpur (Dr. P.D.K.V. Akola) for providing security services at **Maharajbagh Garden/ Telankhedi Garden and Aquarium/Satpuda Botanic Garden/Farms and jurisdiction of College of Agri., Nagpur for the period from 1.9.2012 to 31.8.2013** Tender form will be available on payment of Rs. **2000/-** in cash in the office of Associate Dean, College of Agriculture, Nagpur.
2. The tender form will be accepted during working hours on any working day and latest **upto 1.00P.M upto 30.8.2012** at Office of Associate Dean, College of Agriculture, Nagpur and will be opened on the same day (if possible) at 3.00 p.m. in the o/o Associate Dean in presence of members of Tender Committee and intending bidders who desire to attend. Only bidder or his representative will be allowed to remain present on production of Identity Card.

Signature and seal of Tenderer

3. Tenders received late will not be considered. In case tenders are sent by Registered post, it shall be the responsibility of intending Tenderer to ensure that they are received before closing hours.
4. **Tenderer (s) must sign with seal on each page failing which committee may reject tender in toto.**
5. The rates submission on PTF (Plain Tender form) costing Rs. **2000/-** is mandatory and PTF should be purchased in the name of such firm who is expected to use it. Otherwise, his tender form will be rejected.
6. If any dispute arises in this regard, then Tenderer can submit his appeal before the Associate Dean, College of Agriculture, Nagpur and his decision will be final and binding on Tenderers.
7. A Tenderer will not be permitted to withdraw or modify or amend the contents of the tender once submitted.
8. **In case of poor response from the tenderers, the decision of Associate Dean will be final.**
9. The tender form **without E.M.D. will not be considered at all.**
10. The EMD amount of bid of all Tenderers/Bidders will be retained till the finalization of procedure.
11. The Tenderer will be informed about the acceptance, if his/her tender is approved by Associate Dean. Successful Tenderers will have to furnish security deposit after adjusting the EMD amount in cash or through demand draft drawn on any Nationalised Bank/Scheduled Bank payable at Nagpur in favour of Associate Dean, College of Agriculture, Nagpur within 7 days from the issue of the final order. Otherwise E.M.D. amount of successful bidder will be forfeited.
12. In case first successful bidder fail to comply security deposit within prescribed period then college will place final execution order to the next successful bidder. He will have to deposit 10% security amount in the form DD within 7 days. This process will continue until the selected bidder will accept, work execution order and will deposit the 10% security amount within 7 days period and will sign the

Signature and seal of Tenderer

agreement on Rs. 100/- Court stamp paper. However the decision of Associate Dean regarding continuation of process or to recall the new tender will be final. The agreement received with seal and signature of Tenderers will become Legal Agreement between the Tenderers and the University/College, which will be binding on both parties.

13. The other tenderers can collect their EMD amount within 15 days after completion of above mentioned procedure.
14. The Security deposit will be returned within 3 months after the expiry of contract period and after setting of losses, if any. College will not pay any interest on EMD and security deposit.
15. This contract will be governed as per terms and conditions mentioned in the Agreement. Delay in execution within the prescribed time limit, as well as non-compliance of these terms and conditions by the Tenderer, shall constitute **breach of contract** and the security deposit of the tenderer shall be forfeited by the Associate Dean outrightly and contract will be terminated as well as security agency black listed forever.
16. All relevant provision of Acts and Notifications of Central & State Government and their Statutory Bodies existing at the time of payments will be binding on the tenderer.
17. **The Associate Dean reserves the right to accept or reject any or all the offers without assigning any reason**
18. The successful tenderer shall also execute bond of indemnity to indemnify the University from any damage or theft or loss or liability that may arise due to any act of commission or omission of the contractor or due to any accidental claim which may arise during the subsistence of the agreement. Safety of the property shall be the sole responsibility of the contractor.
19. Contractor will supply Security Personnel to the said area of Premises for which the Associate Dean will pay the contractors at the agreed rate as per terms and conditions agreed by both the parties.
20. The contractor will arrange necessary Security personnel to protect the premises/ building, raw material, finished goods and other stock like stores, furniture, machinery etc. whatsoever kept by the office at their above mentioned premises.

Signature and seal of Tenderer

21. The contractor will be liable to maintain visitors book for outsider, in and out times for office Staff, Workers and visitors and to follow the Procedure/Instruction issued by the office from time to time.
22. The contractor shall have to provide appropriate numbers of supervisors allotting the area and No. of guards for efficient security services and no charges will be given to supervisors by this College. Agency must provide name, address & area covered by each supervisor. The contractor shall also comply with all legal provisions applicable from time to time to the security guards so engaged. The security guards appointed by contractor shall have no claim against College and it will be sole responsibility of Contractor for any claim.
23. **The contractor shall not sublet, transfer or assign the contract or any part thereof in any manner whatsoever to any other agency. In the event of the contractor contravening this condition, the College shall be entitled to terminate the contract.**
24. The College shall not be in any way responsible for any repayment of loans taken by the contractor for providing security services and the contractor shall alone be responsible and liable for the same.
25. The Associate Dean or his nominees or any other officer authorised by Associate Dean shall inspect the security services, and contractor shall comply with all directions and suggestions given by the Associate Dean or authorised Officer.
26. If the contractor commits breach of any of the terms & conditions as mentioned aforesaid, the Associate Dean shall be at liberty to terminate the agreement. The letter of termination shall be issued in writing under the authority of Associate Dean, College of Agriculture, Nagpur and the contractor shall immediately stop the use of the facility on receipt of such letter. The contractor shall not be entitled to claim any rebate or refund of any part of consideration under these circumstances.
27. Registration/Approval from statutory bodies of the government for appropriate business will be the responsibility of contractor.
28. The contractor must register himself with the State/Central Government for any type of liabilities/tax as per existing applicable laws and pay the tax promptly.

Signature and seal of Tenderer

29. The College has right to terminate the contract in case of violation of any condition of contract.
30. The staff and officers of the College/University shall have right of entry in the premises for inspection and to check whether the terms and conditions of the services are being fulfilled. If any complaint is received by the College/University regarding deficiency of service, then upon making investigation and enquiry in respect of the said complaint and if the same is found genuine, then the Associate Dean will be at liberty to terminate the contract without giving any notice to the Contractor/Tenderer, the said decision of the College cannot be challenged before Competent Forum by the Tender.
31. The requirement of the Security personnel will be decided by the college authority depending upon the situation of premises. The Contractor will be liable to provide Security personnel as per the directives of the college authority.
32. The contractor will provide the Security Personnel with necessary uniforms and other amenities at his own cost. The Security Personnel employed by the Contractor should attend their duty in neat and clean uniforms and should always possess their identity Card with photograph issued by the Contractor at his own cost.
33. The Contractor will submit a bill on the basis of the rate mentioned, on the second half of the following month.
34. The employer has the right to recover the loss if arises due to negligence of the Contractor, or of the Security Personnel employed by the Contractor.
35. The Contractor will not allow his Security Personnel to work for more than 8 hours in a day and **if Contractor allows work for more than 8 hours in a day then the violation of the condition will be liable for penalty as decided by authority.**
36. The Contractor is free to take lawful necessary action on Security Personnel employed by him. The Contractor will be liable to settle the disputes if arises between the Contractor and his Security Personnel or among the Security personnel.
37. The contractor will not frequently transfer his security personnel from his duty.
38. The Contractor will be liable to remove the Security personnel employed by him from the Company after completion of contract period or extended period. The Contractor will be liable to settle lawful dues of the Security Personnel employed by him at the time of removal.
39. No residential accommodation will be provided by this office for security personnel.
40. The Security personnel will perform the duties for complete month including holidays.

41. The rates quoted in tender form shall be for complete month. No service and any other charges will be paid by this office.
42. All the security guards engaged by the contractor will be the workers of the security agency and this college will not be responsible for any compensation to the security guard directly or indirectly.
43. The Contractor shall have to provide Security Guard after issuing work order only.
44. The AGENCY has to cover all the sites under the jurisdiction of College of Agriculture, Nagpur,

Approximate requirement of Security guards as follows.

Sr. No.	Types of Security Guard	Place of Work	No.
1	Security guards Civilian	Satpuda Botanic Garden	6
		Telankhedhi Garden	3
		Maharajbag Zoo	3
		Maharajbag Garden	7
		College Campus	3
		Research Building	0
		Futala Farm	9
		P. G. Hostel	3
		V. C. Camp	3
		Ladies Hostel	1
		Agronomy road & Farm	0
		Estate Officer	0
2	Security guard Ex. Serviceman with arm (gun)	Maharajbag Zoo	1
		Maharajbag Garden	1
	Total		40

* The Associate Dean reserve the rights to increase or decrease the no. of security guards as per requirement.

45. a) The tenderers should note that all the statutory liabilities are the liabilities of the security agency. The college/this office, has the only liability of paying the amount as per rate quoted by tenderar in tender document for civilians and Ex-serviceman with arm. In future also this office will not pay any amont in whatsoever manner to any govt. agency/individual civilian guard or Ex-serviceman with arm of agency except the quoted rate.

b) It is whole responsibility of the tenderer/agency to pay the security guards/ex-serviceman with arm as per the minimum wages act 1948. College/this office will not responsible for any arrears claim payable to security guards in future also.

c) Tenderer has to follow the minimum wages act, what so ever is in the existence & in future.

46. It will be the responsibility of the AGENCY to make suitable arrangements for proper and efficient security services to guard movable and immovable property of the institute including building and premises of college.
47. The AGENCY will be required to provide 24 hours service on all days including Sundays and holidays.
48. The shift timings for security guards will be 8.00 to 16.00, 16.00 to 24.00 & 24.00 to 8.00 hrs. The timing of Ex serviceman with arm will be 22.00 to 6.00 hrs. But it can be changed as per orders of ASSOCIATE DEAN / concern Officer Incharge.
49. The AGENCY shall not transfer or assign or share benefit of this agreement with anyone else without prior permission in writing from ASSOCIATE DEAN.
50. The AGENCY shall at all times indemnify the ASSOCIATE DEAN against all claims for compensation under the provisions of any law for the time being in force/brought into force, by or in respect of any workmen employed by the AGENCY in carrying out the contract and against all costs and expenditure incurred by the College, the ASSOCIATE DEAN shall be entitled to deduct any amount due, from all the money paid or payable by way of compensation as aforesaid and costs or expenses in connection with any claim thereto. For this purpose, an indemnity bond will have to be executed.
51. The AGENCY will co-operate with other Agencies in the Garden/other premises while performing their duties.
52. It will be responsibility of the AGENCY to carry out investigations in the case of theft and any other security problems arises at above premises. The Agency will take up the matter with police authorities and follow it up on behalf of the College.
53. AGENCY should change the Security Guards every month.
54. All the legal formalities required in engaging security personnel will be the responsibility of the AGENCY.
55. The AGENCY will have to follow the norms/guidelines as directed by the ASSOCIATE DEAN/ Officer Incharge of concern office.
56. Any dispute arising out of the terms of this contract or interpretations of any clause herein shall be settled by mutual discussion between the nominated authorities of the College and the agency or its authorized representative, Hon'ble Vice Chancellor Dr. PDKV, Akola will be the final authority in resolving such disputes and the decision on such dispute will be final and binding on both parties.

- 57.** If in the course of execution of this contract by the AGENCY, any minor or major damage is caused by the AGENCY or his workman to the persons or property of the PDKV, after joint investigation by the COLLEGE and the "Agency" any claims arising thereof shall be recovered settled and dealt with directly by the AGENCY and the AGENCY shall render all assistance and cooperation to the College, if any enquiry is held thereon.
- 58.** The ASSOCIATE DEAN will pay necessary charges to the AGENCY as per approved rates of the AGENCY on completion of each month, after getting a bill from the AGENCY. All other liabilities including service tax and another Central/State taxes any other charges shall be borne by AGENCY.
- 59.** Officer Incharge of Unit reserves right to accept or reject any particular security guard placed on duty under the area of College jurisdiction.
- 60.** The ASSOCIATE DEAN shall not accept any claim in the event of any of the AGENCY'S security personnel sustaining any injury, damage or loss to either person or property either inside or outside the College premises.
- 61.** In case of any untoward event occurred on duty, the AGENCY will be held responsible, therefore, and no liability of any nature will be borne by the College.
- 62.** ASSOCIATE DEAN may terminate the contracts if –
- a) AGENCY declines, neglects or delays to comply with any demand or requisition or in any other watch fails or perform or observed any condition of the contract.
 - b) AGENCY or any of its partner becomes insolvent or applies for relief as an insolvent, debtor (s) or make any composition with his creditors or attempt to do so.
 - c) If AGENCY or any of his agents or servants shall
 - i) be guilty of fraud in respect of the contract, or any other contract entered in to by the AGENCY and ASSOCIATE DEAN.
 - ii) directly or indirectly given promise or offer any kind of bribe, gratuity gift, loan requisite, reward of advantage pecuniary or otherwise to any officer or person in the employment of the Govt. in any way relating to such Officer's or persons in office or employment or attempt to do so.
 - d) If any such Officer or persons nominated in Clause becomes in any way directly or indirectly interested in the contract
- 63.** a) AGENCY hereby declares that the terms and conditions of contract agreement form have been seen and read by me/us or read translated and explained to me/us and of this tenders and that accepts the said terms and conditions of this Agreement,
- b) AGENCY hereby binds itself to the ASSOCIATE DEAN to provide during the

period under contract, the security services at their own rates quoted in tender.

- 64.** Lowest bidder shall have to bring Security personnel for physical test on next working day or as per the conveniences of Associate Dean from opening of tenders.
- 65.** If the security guard will be absent from duty, Agency will make the staff gap arrangement immediately without fail, otherwise salary of two days per security guard will be deducted from payment of current month bill/security deposit. If security guards are absent repeatedly from duty means security agency is not providing sufficient security guards then warning will be given immediately for improvement Even though if there is no improvement contract will be liable for termination as per terms and conditions.
- 66.** The agency will have to provide additional security guards as and when required for special occasions (26th January, 15th August, Dashehra, Various festivals and functions of the College etc.) as per approved rates. College will not provide additional charge for the same.
- 67.** If any dispute arises it will be settled within the jurisdiction of Nagpur Court only.
- 68.** While submitting tender form security contractor must have to be enclosed attested photo copy of approved contract labour license certificate of all security guards.
- 69.** The security agency must enclosed the following documents.
 - a)** Name and address, phone No. of Govt./Non Govt. agencies to whom security agency supplied in post.
 - b)** Ex-Serviceman with arm /Civilian Security guards (for last 3 yrs.)
 - c)** Attested photocopy of Experience certificate of last three years and orders of total cost up to Rs. 20 Lakhs.
 - d)** Valid contract labour licence of 60 security guards (Civilian/Ex-Serviceman with arm) issued by Govt. labour office.
 - e)** Enrollment certificate under Maharashtra Govt. act 1975 of tax on Profession /Business /Service.
- 70.** It is essential that each Ex-Serviceman with armed security guard must have his own gun or gun supplied by security agencies with updated valid arm permit. The gun type must be of 12 bore gun (single/double barrel).
- 71.** When arm security guard is on duty he must have update valid armed licence with him. If it is observed that he don't have arm licence with him then college authority will fine Rs. 500/- per shift/per day per security guard and this fine amount will be deducted from the current month bill/security deposit.
- 72.** It is essential that security agency must have insurance of every security guard.

73. The security agency must quote the rate and pay the monthly payment to every security guard as per Minimum Wages Act 1948. If it is observed that agency is not paying monthly payment as per Minimum Wages Act, 1948 then college will take appropriate action against the security agency.
74. Once the tender is approved then there should not any increase in monthly payment of security guard during the contract period.
75. If there are any losses of college property on duty period of security guard then the college will decide the amount of that loss and this amount will deducted from the bill of the current month/security deposit.
76. If the service provided by security agencies is not satisfactory or if the attitude/misbehavior/negligence of security guard is observed then the college authority have the full right to terminate the contract before its maturity.
77. College will not be responsible for any type of injury/accident/losses of on duty security guard. The security agency will be entirely responsible for it.
78. The security guard supplied by the security agency must not have any criminal record.
79. Other terms & conditions as per Annexure - I (In Marathi)
80. Security agency must provide the list of all security guards with all details and certificates to college authority before employing then on duty.

II AGENCY'S RESPONSIBILITY:-

- 1) The quality of security work should be as per standards laid down and explained to the agency. **The Security guards shall be of the adult age but below 45 years and shall be medically fit, healthy, strong built, with no spec's, no colour blindness or night blindness.**

The guards should not sit at a place but shall take rounds all the time inside the campus, within the periphery allotted. The guard shall be very alert and vigilant in his duties. The guards shall be provided thick wooden lathi by the AGENCY, which will be carried all the time by them. Security guards shall all the time be in uniform provided by the AGENCY. AGENCY with its own cost must provide security personnel necessary winter clothing, raincoats, torch and stationery such as Registers, files etc. The Security personnel employed by the agency should be provided with identity cards. **Identity Cards should be prominently displayed by each guard on their left-hand shirt pocket.**

- 2) The AGENCY shall ensure that it fully complies with and observes all the provisions of the Labour Contract Act (Regulation and Abolition Act.) 1970, the Minimum Wages Act. 1948, Payment of Wages Act, Employees Provident Fund and Miscellaneous Provisions Act the E.S.I.

Act and such other statutory enactment, rules and regulations laid down by the Govt. or local body in force/coming into force which will apply to this agreement, and liability on account of non-compliance or violation thereof shall be the AGENCY'S responsibility.

- 3) The security guards employed by the AGENCY will be its employees and College/University is no way be responsible or liable for their wages, salaries, bonus, gratuity or any other allowance, leave salary, wages for holidays or any compensation notice pay etc. It shall be the sole responsibility of AGENCY to follow and abide by provisions of Maharashtra Private Security Guards (Regulations of Employment & Welfare) Act, 1981 & Rules framed there under.
- 4) The AGENCY shall regularly make payment of the Provident Fund, Family Pension, Employees State Insurance Contribution, Deposit Linked Insurance Scheme and all other [Statutory dues that may become due or payable by the AGENCY for the labours employed by them and maintain all such records as may be statutorily required and produce the same to the ASSOCIATE DEAN, whenever required.
- 5) A complete list of security guards along with their bio-data photograph and any changes etc. should be submitted to the ASSOCIATE DEAN.
- 6) In case the workers engaged by the AGENCY have any grievance, they will take it up with the AGENCY without any detrain on the campus. If the AGENCY'S workers were to resort to agitation resulting in damage to PDKV property or causing hindrance to its work, the AGENCY would be responsible to pay cost of damages to PDKV property.
- 7) In case of lapses on the part of guards, as explained in duties and responsibilities, a fine of Rs. 500/- per occasion of lapse will be charged to the AGENCY. Any loss caused to the PDKV property due to such lapses will have to be made good by AGENCY.
- 8) AGENCY will also keep watch on unauthorized encroachment in the area and will take suitable action immediately.

III DUTIES OF SECURITY GUARD :-

- 1) On holidays and after office hours Post/Tapal/Parcel etc. should be collected at the gate it self and entries should be made in the respective register and delivery may be given to the concerned officer and obtain acknowledgement.
- 2) Theft incidences should be reported by AGENCY to Police Station and copy of the same may be handed over to the Incharge of concerned office, as the case may be.

Signature and seal of Tenderer

- 3) It will be the responsibility of the AGENCY to ensure that the lights within buildings/Rooms are put off after office hours. Also street light, corridors lights to be put on and off as per sunset and sunrise and all rooms are locked properly.
- 4) Supervisor will monitor the duties of all security guards working at all sites of the College. He will look after all the critical problems arised during the duty period due to negligence in watch and ward arrangement of concerned security guards. He will be responsible to settle the problem arised as stated above during the duty period of concerned security guards.

IV STYLE OF FUNCTIONING :-

- 1) The AGENCY should give surprise visits or regular basis through its Officers to ensure smooth functioning. These Officers shall report to the Incharge of concerned Garden regularly.
- 2) Security personnel will also have to handle fire protection equipments within premises of College, if provided.
- 3) The security personnel place at the main gate should inspect the persons employed by the other contract agencies, casual workers. Visitors of Garden will be allowed to enter after purchase of entry ticket. No other person shall enter in the premises of the Garden without identity card/temporary pass/letter from authorized Officer.
- 4) Security personnel of the AGENCY should see that no stray animals such as cows, buffaloes, goats, dogs etc. enter the premises of the Garden or no person shall enter the premises through the fence. If such animals do enter, it will be responsibility of the agency to remove such animals from the premises.
- 5) The security personnel at the main gate should see that the vehicles of private parties, contract agencies, etc. are checked properly.
- 6) In case of any lapses in security services found repeatedly within a month, the ASSOCIATE DEAN has full right to deduct 25 % of the service charges to be paid by the College from monthly bill.
- 7) Agency will have to do any other duties as assigned by the ASSOCIATE DEAN/ Officer Incharge concern.

V PAYMENT :-

- 1) ASSOCIATE DEAN office will make efforts to process monthly payment within a period of 15 working days, after receiving the bill from the AGENCY.
- 2) The contract will be for the period of one year i.e. from 1.9.2012 to 31.8.2013.

VI TERMINATION OF AGREEMENT :-

During the currency of this agreement, the ASSOCIATE DEAN will have the right to terminate this agreement if he is not satisfied with the performance of the agency by giving them 30 days notice in writing. For this purpose, the ASSOCIATE DEAN will be the sole Judge to decide whether the performance of the AGENCY is satisfactory or not, and the decision of the ASSOCIATE DEAN will be final, conclusive and binding on the AGENCY and the AGENCY shall not be entitled to any compensation in that regard. Furthermore, in case of non-renewal of the contract, the AGENCY has to terminate its employees, then it shall be responsibility of the AGENCY to pay the legal dues to its employees. In the event of non-compliance of legal provisions or non-payment of dues, the AGENCY itself shall be liable for all costs and consequences, and the ASSOCIATE DEAN, in any case, will not be responsible for the same.

In case of any dispute arising between the parties in respect of terms of this agreement and matters arising out of this agreement, it shall be referred to the sole arbitration of Associate Dean, College of Agriculture, Nagpur whose decision shall be final and binding upon the parties. Such arbitrator shall have all necessary power under the Indian Arbitration and Conciliation Act, 1996 and the said arbitration proceedings shall be conducted at NAGPUR, Court only under the provisions of the said Act, and the decision of Associate Dean, shall be subject to general power of superdent of Vice-Chancellor of the University.

Signature and seal of Tenderer

(परिशिष्ट – १)
अटी व शर्ती

- १) एजंसी ही कायदा २००५ नुसार पोलीस विभागाकडे नोंदणीकृत झाल्याचे वैद्य प्रमाणपत्र जोडणे अनिवार्य आहे.
- २) मुंबई दुकाने व आस्थापना कायदा १९४८ अंतर्गत नोंदणी झाल्याचे वैद्य प्रमाणपत्र जोडणे अनिवार्य आहे.
- ३) एजंसी ही महाराष्ट्र राज्य सुरक्षा रक्षक मंडळाकडून सुट प्राप्त असणे आवश्यक आहे (प्रमाणपत्र जोडणे अनिवार्य आहे)
- ४) एजंसी ही आय.एस.ओ. प्रमाणित असावी त्याचे नोंदणी प्रमाणपत्र जोडणे आवश्यक आहे.
- ५) एजंसी सेवा पुरविण्याचा अनुभव प्रमाणपत्र, सरकारी निमसरकारी व स्वायत्त संस्थेचे आवश्यक आहे.
- ६) एजंसीकडे कार्यरत असलेल्या १०० सुरक्षा रक्षकाची यादी झालेल्या वैद्य पोलीस पडताळणीसह जोडणे अनिवार्य आहे.
- ७) एजंसीजवळ ५० सुरक्षा रक्षकाचे लेबर लायसंस (महाराष्ट्र शासनाचे अद्ययावत वैद्यतेनुसार) जोडणे आवश्यक आहे.
- ८) एजंसीकडे स्वतःचे प्रशिक्षण केंद्र पोलीस कायदानुसार नोंदणीकृत असल्यास प्राधान्य देण्यात येईल.
- ९) मजी सैनिकांच्या एजंसीला प्राधान्य देण्यात येईल.
- १०) सदरची मनुष्यबळ पुरवठा करणारी संस्था शासनाच्या कोणत्याही विभागामार्फत काळ्या यादीत टाकलेली नसावी.
- ११) भविष्य निधी, कामगार विमा अंशदान, वर्कमॅन कॉम्पेंसेशन सर्वच अद्ययावत नोंदणी प्रमाणपत्र व अद्ययावत चेक चलान्स प्रत जोडणे आवश्यक आहे.
- १२) विक्रीवर नोंदणी वैद्य प्रमाणपत्र व अद्ययावत चेक चलान प्रत क्लिअरन्स सर्टीफीकेट जोडणे आवश्यक आहे.
- १३) सेवाकर नोंदणी वैद्य प्रमाणपत्र व चेक चलान्स (अद्ययावत) प्रत जोडणे आवश्यक आहे.
- १४) प्राप्तीकर मागील तिन वर्षांचे भरल्याचे वैद्य प्रमाणपत्र जोडणे आवश्यक आहे.
- १५) संस्थेच्या आर्थिक समतेचा दाखला वार्षिक उलाढाल ऑडीटेड बॅलन्सशिट सह जोडणे अनिवार्य असुन मागील १ वर्षात कमीतकमी रू. ५ कोटीची उलाढाल झालेली असणे आवश्यक आहे.
- १६) रू. ५०.०० लाखाची सॉल्व्हेंसी राष्ट्रीयकृत बँकेची असणे आवश्यक आहे.
- १७) पॅन नंबर कॉपी जोडणे अनिवार्य आहे.

AGREEMENT

This agreement is made to hire security guards services and entered into at Nagpur the day of between the Associate Dean, College of Agriculture, Nagpur on behalf of Dr. Panjabrao Deshmukh Krishi Vidyapeeth, Akola (PDKV) (herein referred to as "ASSOCIATE DEAN" and _____ (herein referred to as "AGENCY") on the other part, stating.

I/We agreed for all the terms and conditions of security services mention in tender form to provide security services on contractual basis at Maharaj Bagh Garden/Botanic Garden/Telankhedi Garden/ Farms and area under the jurisdiction of College/PDKV, College of Agriculture, Nagpur.

This contract shall be for the period of twelve months i.e. from _____ and shall automatically stand terminated on completion of twelve months by afflux time.

I/We have carefully read the all the terms and conditions of tender from Page No. 1 to 18 and signed (with seal) the every page. I solemnly declared that the same are acceptable to me/us and binding on me/us.

Place : Nagpur

Signature and seal of Tenderer &
Name

Date :

In witness whereof this party here to have herein to subscribe their respective hands on the day and year and first herein above - mentioned.

Signed, Sealed and delivered by
The within named First party.

1 ASSOCIATE DEAN, COLLEGE OF AGRICULTURE, NAGPUR
in presence of :

1)
Name and Designation

.....

Associate Dean
College of Agriculture,
Nagpur - 440001

2)
Name and Designation

Signed, Sealed and delivered
The within named AGENCY

In the presence of

Name :

Address:

1) _____
Name and Designation

Address:

2) _____
Name and Designation

Address:

Tender Form No. _____

Receipt No.& Date _____

Price Rs.

COLLEGE OF AGRICULTURE, NAGPUR

TENDER NOTICE No.CAN/Security/ / 2012-13

Sealed tenders are invited from reputed Agencies holding licenses to provide security Services

1. Name of work : Providing Security Services
2. Class of registration : Having necessary licenses to run Security Services
3. Estimate Cost : Rs. **20.00** Lakhs
4. Earnest Money Deposit : Rs. **20,000/-**(Refundable)
5. Security Deposit : 10% final order cost
6. Contract Period : 12 Months (1.9.2012 to 31.8.2013)
7. Cost of blank tender form : Rs. **2000/-** (Non refundable)
8. Date of issue of blank tender forms : 16.8.2012
9. Last date and time of receipt of tender : 30.8.2012 upto 1.00 P.M.
10. Date and time of opening of tender : 30.8.2012 at 3.00 P.M.
11. Validity of offer : 90 days from the date of opening of tender

Important : The information regarding contract can be obtained from the office of the Associate Dean, College of Agriculture, Nagpur. The blank tender forms will be issued during office hours 3.00 P.M. to 5.00 P.M. on working days except Holidays or Tender document can be downloaded from website www.pdkv.ac.in & www.pdkvacn.ac.in. In case of tender document is downloaded from website in PDF format, the cost of the tender form of Rs. 2000/- will be accepted by D.D. and shall be attached with the other document failing which the tender will be summarily rejected.

Right to reject any or all tenders without assigning any reason thereof is reserved by the authority of the College of Agriculture, Nagpur.

**Associate Dean,
College of Agriculture,
Nagpur**

Appendix – I (Part –IV)
“DECLARATION OF THE TENDERER”

- 1) That I / We _____ am / are the authorized nominee(s) of the firm _____ hereby submit tender for providing security services to **Maharajbagh Garden/Telankhedi Garden and Aquarium/Satpuda Botanic Garden/Farms and jurisdiction of College of Agriculture, Nagpur**

- 2) I am to state that the information provided in the tender form is true and correct

- 3) I / We may be punished as per law for any wrong information, misleading facts provided in the tender from besides rejection of my / our tender.

- 4) In case of any dispute, the Jurisdiction will be Nagpur only.

- 5) I / We have carefully read all the terms and conditions of the tender and signed the every page. I solemnly declare that the same are acceptable to me/us and binding on me/us.

Place: _____ Signature and Seal of Tenderer

Date:
Name of Tenderer : _____

Capacity in which signed : _____

Full address of the Tenderer : _____
With seal & stamp :

(Attach Identity card Xerox) : _____

Phone No. : _____

Mobile No. : _____

Annexure - II
Envelope No. 2

COLLEGE OF AGRICULTURE. NAGPUR

PRICE BID

Name of work : Providing Watch & Ward Arrangement at Satpuda Botanic Garden
/Maharaj Bag Garden / Telankhedi Garden / College Building/Farms
and area under jurisdiction of College of Agriculture, Nagpur for the
period of 12 months.

Sr. No.	Description	Rate Per Month per Guard (Rs.)
1	Security guards Civilian	
2	Security guard Ex. Serviceman with arm (gun)	
3	Supervisor, Civilian Guard	

I am ready to execute the above Job at Rs. _____

In words Rs. _____ includes rates
per security guard i.e. civilian and Ex-Serviceman with arm for the period of 12 months.

Signature of Contractor : _____

Seal :

Name of the firm : _____

Address : _____

Phone Nos. : _____

Mobile No. : _____

Fax No. : _____

E-Mail ID : _____

(Stamp of Rs. 100/-or of appropriate value)

Affidavit/Indemnity Bond

My tender for providing security services to **Maharajbagh Garden/Telankhedi Garden and Aquarium/Satpuda Botanic Garden/Farms and jurisdiction of College of Agriculture, Nagpur** has been accepted by the Associate Dean, College of Agriculture, Nagpur

I, Mr. Aged,

S/O R/o(Address)

the contractor, agree to abide by and fulfill all terms and conditions included from page No. 1 to 23 of the tender and signed the every page or in default to forfeit the Security Deposit to the Associate Dean, College of Agriculture, Nagpur subsequent upon closing of the activity due to default.

I, further agree to indemnify the University from any loss or liability that may arise due to any act of commission or omission by me or due to any accidental claim which may arise during the subsistence of agreement.

I am fully aware that in case of any dispute, the decision of the Associate Dean, College of Agriculture, Nagpur shall be final and binding on me.

Signature

Date _____

Full Name _____

Address _____

Ph. _____

Verification

Verified & signed at Nagpur on this (the day) (month), 2012

DEPONENT

I know the deponent

Advocate

In presence of

1. Witness; Signature _____
 Name _____
 Address _____

2. Witness: Signature _____
 Name _____
 Address _____

Place : Nagpur

Date :

**Chairman, Tender Committee &
Associate Dean
College of Agriculture, Nagpur**