

**MADAN MOHAN MALAVIYA UNIVERSITY OF TECHNOLOGY
GORAKHPUR (UP)-273010**

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NOTICE INVITING TENDER (NIT)

Bid Reference No. : MMMUT/SERVICES/Security/2017-18/01

E-tender portal:<http://etender.up.nic.in>

Critical Dates& Timings

S. NO.	PARTICULARS	DATE	TIME
1	Publishing Date	14.10.2017	06.55 PM
2	BID Submission Start Date	14.10.2017	06.55 PM onwards
3	BID Submission End Date	31.10.2017	02.00 PM
4	Technical BID Opening Date	31.10.2017	03.00 PM
5	Date of opening of financial bid of technically qualified bidders	06.11.2017	03.00 PM

Place of Opening Tender: **Dr. Radha Krishnan Hall, 1st Floor, Administrative Building, MMMUT, Gorakhpur.**

Madan Mohan Malaviya University of Technology, Gorakhpur invites e-tenders from eligible Security Agencies, registered with appropriate Authority, Government, Uttar Pradesh for providing Security Services at Madan Mohan Malaviya University of Technology, Gorakhpur (UP)-273010, Further **for the execution and facilitating the Security Services in the various Boys and Girls Hostels, Residential Areas, Main Gate, Other Gates of the University, Different Academic Blocks, Administrative Blocks, Computer Centres, University Library, other important places within the campus during 14.10.2017 to 31.10.2017 up to 3:00PM** as per critical dates and time given above by fulfilling the criteria laid down in BID document. The Job Specifications, Technical BID, Financial BID and articles of agreement are given in **BID DOCUMENT**. The contract period will initially be for a period of one year extendable on satisfactory services, performance and mutual consent on same terms and conditions on yearly basis by another two years. The details of submission of e -BIDs are available in the e-BID document uploaded on the e-tender portal <http://etender.up.nic.in>. The undersigned reserves the right to cancel any or all the e-BIDs or annul the bidding process without assigning the reason thereof.

Registrar
Madan Mohan Malaviya University of
Technology, Gorakhpur

MADAN MOHAN MALAVIYA UNIVERSITY OF TECHNOLOGY

GORAKHUR-273010 (UP) INDIA



TENDER DOCUMENT

For

Broad Scope of Work

Providing the Security Services for all Boys & Girls Hostels, Residential Area, Main Gate, Other Gates of University, VC Residence, Administrative Blocks, Different Academic Blocks, IT Resource Centre, Departmental Computer Centres, Student Common Utility Centers & all Areas within Campus

At

MADAN MOHAN MALAVIYA UNIVERSITY OF TECHNOLOGY GORAKHUR

Madan Mohan Malaviya University of Technology, Gorakhpur invites e-tenders from competent Security Agencies, exempted / registered with appropriate Authority, Government of Uttar Pradesh for providing Security Services at Madan Mohan Malaviya University of Technology, Gorakhpur (UP)- 273010 for the execution and facilitating the Security Services in the various Boys & Girls Hostels, Residential Areas, Main Gate, Other Gates of the University, Administrative Blocks, Different Academic Blocks, IT Recourse Centre, Various Computer Centre, University Library, Other Important Places within Campus by fulfilling the criteria laid down in Technical bid at Annexure-2. The job specifications and scope of work, Instructions to bidder and terms and conditions are given in Annexure-1. The format for Financial Bid is at Annexure-3. The contract period will initially be for a period of one year extendable on satisfactory performance and mutual consent on same terms and conditions on yearly basis by another two years.

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BID DOCUMENT

❖ INSTRUCTIONS TO BIDDER

1. ONE BID PER BIDDER: Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

2. COST OF BID: The bidder shall bear all costs associated with the preparation and submission of his bid and the University will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

3. VISIT TO THE UNIVERSITY: The bidder is required to provide proper security services to this University and, therefore, advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the Contractor has undertaken a visit to the University and is aware of the requirement and operational conditions prior to the submission of the tender documents.

4. CLARIFICATION OF TENDER DOCUMENT

A) The bidder shall check the pages of all documents against page number given in BID documents and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the **Office of the Registrar, MMMUT Gorakhpur in writing.**

B) The Tender document comprises of:

(a) Notice Inviting Tender

(b) Scope of Work to be executed by the Agency.

(c) Instructions to Bidders

(d) General Terms and Conditions of the Contract

(e) Check List for Technical Bid

(f) Format of Financial Bid

(g) Form of Undertaking

C) The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required in the Tender document or submission of a tender not substantially responsive in every respect will be at the bidder's risk and may result in rejection of his bid.

D) The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

5. PREPARATION OF BIDS

A) The bidder shall, on or before the date given in the Notice Inviting Tender and submit his bid mentioning **Tender for Providing Security Services at MMMUT, Gorakhpur**.

6. SUBMISSION OF BIDS

a) The offers in the prescribed format shall be submitted online at <http://etender.up.nic.in> as per tender document. No tender will be accepted by hard copy, fax, e-mail or any other such means.

b) The tender form along with other details can be also downloaded from our website www.mmmut.ac.in. The complete tender must be submitted along with **Demand Draft of Rs. 1000.00 (Rs. One thousand only) drawn in favour of the Controller of Finance, Madan Mohan Malaviya University of Technology, Gorakhpur payable at Gorakhpur** as the cost of tender.

c) The bid has two covers one is '**Technical BID**' giving details in the format as per **Annexure-2** and second is '**Financial Bid**' in the format at **Annexure-3**.

c) Conditional bids/offers will be summarily rejected.

7. VALIDITY OF TENDER: The tender must remain valid and open for acceptance for a period of 90 (Ninety) days from the date of opening of Technical Bid.

8. LATE AND DELAYED TENDERS: Bids must be received in the University at the address specified above not later than the date and stipulated time. The University may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the University and the Bidder will be the same.

9. BID OPENING AND EVALUATION

A) The Committee of University will open the Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time. They must bring proper authorization from their firm/agency at the time of opening of the bids failing which they will not be allowed to participate in the opening process.

B) All supporting documents in respect of the Bid must be submitted duly self-attested by the person signing the Bid and all original documents have to be produced on the date and time indicated for opening of the Tender for verification, without which the Bid is liable

to be rejected. The University reserves the right to verify those original documents from the Authorities independently who have issued such documents for the purpose of this tender. Participation of the bidder/its representative may remain present at the time of opening the Bid.

C) The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

D) Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

E) When the commercial bid is same for two or more than two bidders, in this case decision will be taken by comparing Part-B of technical bids on the basis of cumulative points scored by bidders.

F) For considering viability of technical bid, indenters will check if all the requirements laid down in PART-A as well as PART-B of technical bid is fully filled and necessary documents in support to justify their claim is attached. It is necessary on part of every bidder to score at least 25 points in PART-B of technical bid.

10. Necessary Requirements for Bidders

The indenter will evaluate and compare the bids determined to be substantially responsive that are properly signed, and conform to the terms & conditions in the following manner:

A. The bid will be treated as non-responsive if following documents are not attached:

a) Brief profile of the firm and evidence to establish that bidder has **successfully executed contracts of similar nature in the last 3 (Three) years along with an attested copy of the valid registration.**

b) Audited Balance Sheet & Profit and Loss Account.

c) List of clientele during last **3 years** along with cost of assignment.

d) PAN and IT returns.

e) Attested copy of proof of EPF registration, if EPF applicable.

f) Attested copy of Proof of ESI registration, if ESI applicable.

g) Attested copy of Proof of Service Tax/GST Registration.

h) The bidder shall deposit **Rs. 1,50,000/- (Rupees One Lack and Fifty thousand only)** in the form of DD/pay order drawn in **favour of Controller of Finance, Madan Mohan Malaviya University of Technology, Gorakhpur payable at Gorakhpur as Earnest Money along with the bid.** The earnest money shall be returned to the unsuccessful bidders after the award of the contract **and a separate demand draft of Rs. 1000/- (One Thousand) will be required to be attached as Tender fee.** The **E.M.D. of unsuccessful Bidders will be returned after finalization of the contract.** **No interest shall be paid on the E.M.D. In case of successful Bidder, amount paid as E.M.D. will be adjusted towards performance security deposit and this amount will not carry any interest.**

B. Basic rates of wages minimum wages decided by Government of U.P. for un-skilled, semi-skilled, skilled, shall render the Bid disqualified for evaluation, in case minimum rates of wages have been fixed by State Government.

C. MMMUT is not bound to award the contract necessarily to the lowest bidder but the contract will be awarded to the lowest evaluated responsive bidder.

11. Quoted Price

A) The bidder shall quote rates for providing Services through service contract on service charge basis. **Interested service providers may submit their proposals including details of manpower & necessary items required for proper execution of Security Services.**

B) The service tax/GST and any other such tax applicable for the duration of the contract and shall be quoted by the bidder separately.

C) The rates quoted shall be fixed for the duration of the contract and shall not be subject to adjustment except the statutory provisions, if amended. In case of change in rate due to statutory provisions, only such change will be accepted and not any additional liability *i.e.* percentage of profits/service charge/s etc. As such the bidder while submitting the bid should specifically, quote the rate etc. in this regard.

12. Award of Contract

a) The MMMUT will award the contract to the bidder whose bid has been determined to be substantially responsive and the selected firm has to furnish **performance security amount** in the form of **Bank Guarantee for an amount of 10% of the value of the contract** which **shall be valid for a period of 60 days** beyond the date of completion of

all contractual obligations or **Demand Draft/ Pay order drawn in favour of Madan Mohan Malaviya University of Technology, Gorakhpur payable at Gorakhpur**. The performance **security amount shall be submitted within 10 days** from the date of notification of awarding the contract to the selected agency.

b) The MMMUT reserves the right to increase or decrease the requirement of manpower at the time of award of contract.

c) The MMMUT prior to the expiration of the bid validity period will notify the bidder whose bid is accepted for the award of contract. The terms of the accepted offer shall be incorporated in the contract.

d) Notwithstanding the above, the MMMUT reserves the right to accept or reject all bids and to cancel the bidding process and reject all bids at time prior to the award of the contract without assigning any reason.

❖ **RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

A) The University may terminate the contract if it is found that the security agency is black listed on previous occasions by the any of the Institutes / University / Local Bodies / Municipalities /Public Sector Undertakings, etc.

B) The University may also terminate the contract in the event the successful bidder fails to furnish the Performance Security Amount or fails to execute the agreement. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

C) Duration of the contract shall be 1 year. In case the service is not found to be satisfactory, the contract shall be terminated by Madan Mohan Malaviya University of Technology, Gorakhpur giving notice of 1 (one) month to this effect. However, the contract can be terminated by giving a written notice of (3 three) months by the Agency. A record of every lapse small or big to be maintained by the University Authorities & fortnightly meeting with the representative of the Company will be held and minutes of the same recorded for compliance.

D) M.M.M. University of Technology, Gorakhpur reserves the right to accept or reject any or all or any part of the tender without assigning any reason thereof, and the decision of competent authority of M.M.M. University of Technology, Gorakhpur in this respect shall be final.

❖ **GENERAL TERMS AND CONDITIONS**

1. An earnest money deposit (EMD) of Rs. Rs. 1,50,000/- (Rupees One Lack and Fifty Thousand only) in the form of a Demand Draft/ Banker's Cheque/TDR/STDR drawn in favour of/ duly pledged in favour of "Controller of Finance, Madan Mohan Malaviya University of Technology, Gorakhpur" and payable at SBI MMMEC branch Gorakhpur should reach in the office of the Registrar before date and time of end of e-bid submission. Any other form i.e. cash, etc shall not be accepted.

2. The EMD shall be forfeited

(a) If the bidder withdraws his bid during the period of bid validity.

(b) In the case of successful bidder, if he fails to furnish the required performance Guarantee within the specified time limit.

3. The EMD of successful bidder shall be retained towards making of the security for the performance of the contract and shall only be discharged after submission of the required performance Guarantee or EMD of successful bidder may be adjusted in performance Guarantee.

4. The bid shall remain valid for a period of 90 days from the date of receipt of the bid.

5. Tender must be submitted in original and without making any additions and alternations, in the given formats.

6. The requisite details shall be filled in by the Bidder in the Tender Document wherever required. All papers submitted in the bid documents should be signed and attested by the duly authorized person as proof of the valid documents. BID may be consider invalid in the absence of attested requisite documents as an attachments.

7. RATES AND PRICES

7.1 Incomplete bids will summarily be rejected. All Corrections and alterations in the entries of tender papers will be signed in full by the bidder with date. No erasing or over-writings are permissible.

7.2 All statutory duties and taxes and other may be clearly specified price quoted shall be including all taxes whatsoever may be. Any variation in rates prices or terms during validity of the offer shall require forfeiture of the EMD.

7.3 No additional freight or any other charges, etc, would be payable.

8. TERMS OF PAYMENT: Payment will be released on monthly basis after receipt of bill and certification by Administration Wing that the services provided during the month are satisfactory.

9. LIQUIDATED DAMAGES

MMMUT reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by MMMUT from Security Deposit or pending bill or by raising a separate claim.

10. DEDUCTIONS FOR EXCEPTIONS: The deductions shall be made for the following jobs, if missed as exception. Such exceptions will duly be conveyed to the contractor by MMMUT in writing:

(i) Not properly carrying out the jobs/duty by the security guards as defined for different places- 2% (each exception) on 'monthly', however, if the exceptions become general action will be initialled as per clause 11.

11. PERFORMANCE GUARANTEE

11.1 The successful bidder shall furnish a performance guarantee for **an amount equal to ten (10) percent of the annual awarded value**, within 10 calendar days from the date of acceptance of the bid for due and proper fulfilment of contract.

11.2 EMD of successful bidder shall be discharged after receipt and acceptance of the Performance Guarantee towards full security deposit in the valid format or EMD of successful bidder may be adjusted in performance Guarantee. EMD of unsuccessful bidders shall be discharged after award of work to the successful bidder and signing of contract thereof.

11.3 The performance guarantee deposited by the successful bidder may be in the form of a bank guarantee from a Nationalized Bank which should be valid for one year from the date of award.

12. CONCILIATION/ARBITRATION:

12.1 If any dispute (s) or difference (s) of any kind whatsoever arise between the parties, the parties hereto shall negotiate with a view to its amicable resolution and settlement through committee appointed by the competent authority of MMMUT.

12.2 In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then disputes or differences are detailed above shall be referred to and settled by the empanelled Sole arbitrator of MMMUT to be appointed by the MMMUT.

12.3 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the contractor shall not be withheld on account of the such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.

12.4 The arbitration proceedings shall be accordance with the prevailing arbitration and conciliation act, 1996 and laws of India as amended or enacted from time to time.

12.5 The value of the arbitration proceedings shall be Gorakhpur (UP), India. The fee and other charges of arbitrator shall be determined by the arbitrator in terms of the act and shall be shared equally between the parties.

12.6 The arbitrator will give the speaking and the reasoned award. The parties will not be entitled to any pendent item interest during arbitration proceedings.

13. FORCE MAJEURE

13.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such force majeure shall be suspended for the period during which such cause lasts.

13.2 The term “Force Majeure” as employed herein shall mean acts of God, War, Civil Riots, Fire affecting the performance of the contract, Flood and Acts and Regulations of respective government of the two parties, namely MMMUT and the contractor.

13.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by the Force Majeure conditions lasting for more than 2(two) months, MMMUT shall have the option of cancelling this contract in whole or part at his discretion without any liability at his part.

13.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period which such cause lasts.

14. APPLICABLE LAW AND JURISDICTION

All matter connected with this shall be governed by the Indian law both substantive and procedural, for the time being in the force and shall be subject to the exclusive jurisdiction of courts at Gorakhpur.

15. No alternative offer shall be considered.

16. MMMUT reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidders on the ground of MMMUT's action.

17. MMMUT reserves the right to accept /reject any bid and to cancel the bidding process at any time and rejects all bids, at any time prior to placement of order, without thereby incurring any liability.

18. Afterwards of LOA, the Contractor is required to enter into a contract with MMMUT on the terms and conditions as detailed in the tender document.

19. The bid will be treated as non-responsive if following documents/ instruments are not attached with the submitted tender.

(a) A certificate to the effect from the concerned client / clients that the bidder has successfully executed / executing **Security Services in last three consecutive years** with a Government/ Semi Government organization, including an autonomous body and public sector undertaking should be furnished.

(b) The bidder should furnish a duly attested copy of valid ESI and EPF registration certificate and Income Tax PAN, TDS account no. (TAN) and Service tax/GST registration certificate respectively.

(c) The bidder should furnish copies of duly **acknowledged income tax and service tax returns filed during the last 3 years with the technical bid** i.e. for Assessment year 2015 – 16, 2016 – 17 and 2017 – 18.

(d) The bidder should furnish the details of having an average annual turnover of at least **Rs. 1 Crore** during the last three consecutive financial years i.e. 2014 – 15, 2015

– 16 and 2016 – 17, copies of balance sheet and audited accounts are to be enclosed as evidence.

(e) All the participating bidders should submit an undertaking that as and when required by MMMUT Gorakhpur an additional manpower will be provided on a short notice of 12 hours, failing which the contracting agency will be liable for a penalty as decided by the indenting office i.e. **Security Service In-charge**.

(f) The bidder should not have been blacklisted by any Govt., Semi Govt. Department or any other Organization should furnish details in respect of any legal suit / legal action pending against the firm especially with regard to any violation of the EPF /PF Act, ESI Act, Labour Act/Laws, Income Tax Act and Service Tax Act. In case no such suit/ proceeding is pending an undertaking to the effect that no such suit / proceeding is pending against the firm may be furnished.

(g) The Bidder should have well established registered office as indicated in certificate of registration.

(h) Certificate of registration, MOU in case of partnership firm, article of association etc. must be attached.

(i) Tenders incomplete in any form are liable to be rejected out rightly.

(j) In case any person signs the tender/agreement on behalf of a limited company or firm, letter of authority/resolution passed by the Company/firm empowering him/her to sign the documents on behalf of company or firm shall be enclosed in the tender document.

(k) Service charge less than 1% will not be accepted.

20. The Bidder should quote the rates and amount tendered by them in figures as well as in words in the financial bid without any corrections or over writing.

21. The tender should be filled up and signed in Hindi or English language only, the total amount tendered should be written in the English numerals only.

22. The bidder should enclose an undertaking to abide by the terms and conditions contained in the tender document for providing **Security Services** through service contract.

23. The tender is not transferrable under any circumstances.

- 24.** Telegraphic / Electronic facsimile conditional or incomplete tenders will not be entertained. Canvassing of any kind, direct or indirect, shall lead to disqualification of the bidder.
- 25.** Tender in any form other than the prescribed one will not be entertained and will summarily be rejected.
- 26.** If the awardees does not start his work within the stipulated time, his entire Earnest Money deposit submitted with the tender will be forfeited.
- 27.** Basic rates of wages including variable dearness allowance, quoted below minimum wages applicable for highly skilled and unskilled workers in the state of Uttar Pradesh shall render the bid to be disqualified for evaluation.
- 28.** The evaluation of bid will be done for all the items put together and the M.M.M. University of Technology, Gorakhpur is not bound to award the contract necessarily to the lowest bidder, the contract will be awarded to the lowest evaluated responsive bidder.
- 29.** Bidder should have sufficient cash flow to make payment to the workers for a period of three months.
- 30.** The tenders received after the stipulated date and time for submission of tender will not be entertained at all.
- 31.** Each page of the tender document is to be signed by the bidder. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or overwriting are permissible.
- 32.** The Bidders are advised to inspect/survey the entire University Campus, Hostel area, Residential area etc. Before quoting the rates, so as to fully acquire themselves of the conditions on ground. Tender must be submitted in original and without making any additions, alteration and as per details given in other claims given hereunder.
- 33.** Before submitting the tender, the Bidder must ensure that they strictly fulfil all the eligibility conditions to avoid rejection of their tender.
- 34.** The Agency submitting the tender would be presumed to have considered and accepted all the terms & conditions of this tender. No enquiry, verbal or written shall be entertained in respect of acceptance/rejection of tender.

35. The personnel/manpower/Security Persons/Security Guards provided shall be the employees of the Service provider and all statutory liabilities will be paid by the Service provider such as ESI, PF, Workmen's Compensation etc. The list of staff going to be deployed shall be made available to the University and if any change is required on part of the University fresh list of staff shall be made available by the agency after each and every change.

36. The antecedents of **manpower deployed shall be got verified by the bidder from local police authorities** and an undertaking in this regard **to be submitted to the Registrar, Madan Mohan Malaviya University of Technology, Gorakhpur.** The antecedents of all the **security guards** will be got verified from the police by the contracting agency before deployment **for security services.**

37. The **manpower for security provided by the Contracting Agency shall be accepted only after scrutiny by Madan Mohan Malaviya University of Technology, Gorakhpur.** The candidates may be invited for personal discussion also. No conveyance or any other charges will be paid by University. In case, none is found suitable then additional personnel shall be made available by the Contracting agency, promptly i.e. within 24 hours. The replacement of candidates on account of absence / unsuitability for University shall be made within 24 hours.

38. Madan Mohan Malaviya University of Technology, Gorakhpur also reserves the right to request for the services of additional/extra manpower. The contracting agency will be compensated, for the extra manpower provided, by MMMUT as per the rate quoted.

39. The contacting agency will be required to sign a contract with the Madan Mohan Malaviya University of Technology, Gorakhpur as per the Model Contract enclosed for ready reference. The other terms and conditions specified in the Bid document and accepted bid will also form the part of the Model Agreement.

40. In case of **any loss, theft/sabotage caused by/attributable to the personnel deployed, the Madan Mohan Malaviya University of Technology, Gorakhpur reserves the right to claim and recover damages from Contracting Agency.**

41. Contractor/Agency shall abide by all laws including, Labour Laws (ESI, PF, Income Tax, Service Tax or any other extra taxes levied by the Government) Companies Act, TAX Deduction liabilities, Welfare measures of its employees and all other obligations. All the beneficiary deductions and certified copy should be enclosed with the next bill, otherwise, the bills shall not be passed.

42. The Contractor/Agency will maintain an attendance register in which day to day deployment of **Security personnel** will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, should be shown. **The register shall remain available for inspection by the authorized representatives of the Registrar, Madan Mohan Malaviya University of Technology, Gorakhpur.** Besides, the Contractor/Agency shall also maintain other statutory registers viz.; Leave Register, Overtime Register, Occurrence Register, Payment Register etc.
43. All liabilities arising out of accident or death while on duty shall be borne by the Contractor/Agency.
44. Adequate supervision will be provided to ensure correct & effective performance of the **security services for the entire campus** in accordance with the prevailing assignment instructions agreed upon between the two parties.
45. Contractor and its security guards shall take proper and reasonable precautions to prevent loss, destruction of the University property & premises.
46. In the event of any loss occasioned to the University, as a result of any lapse on the part of the Contractor as may be established after an enquiry conducted by the University, such loss will be recovered from the amount payable to the bidder. The decision of the competent authority in this regard will be final and binding on the agency.
47. The University shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Registrar.
48. The Contractor shall be responsible to protect all properties and equipment of the University entrusted to it.
49. The Contracting Agency shall provide to their **Security Guards** with **impressive summer uniform as well as winter uniform** and shall be smartly dressed in neat and clean uniform and are required to **display photo identity cards**, failing which it will invite a penalty of Rs. 500/- each occasion. The penalty on this account shall be deducted from the Agency's bills.
50. The **security guards** deployed by the Contractor shall work under overall supervision & direction of the University administration. The University administration shall specify the services of the person to be obtained.

51. The payment would be made on monthly basis for actual security guards supplied by the Security Agency and on the basis of attendance sheets duly verified by Authorized Security In-Charge of Madan Mohan Malaviya University of Technology, Gorakhpur along with other supporting documents. No other claim on whatever account shall be entertained by the University. In the event of revision of rates by U.P. State Government as the case may be at any time, the same rates will accordingly be revised. The Agency will ensure that **security guards** engaged by him must receive their entitled wages on time.

52. In view of this, the following procedure will be adopted.

a) Agency shall pay the entitled wages **on or before 15th day of each month in respect of previous month.**

b) Payment to such security guards must be made by the service providers through the respective Savings Bank Accounts opened at Gorakhpur for each personnel engaged by the Contractor for the University. Under no circumstances payments will be made in cash.

c) Monthly dues on account of EPF and ESI in respect of personnel shall be made by the Contractor to the EPF and ESI authorities without delay. Remittances through Bank Challan Electronic transfer shall be made for all such personnel as a distinct group.

53. While submitting the bill, the Agency must file a certificate certifying the following:

i) Wages of Security Guards were credited to their bank accounts on (date)

ii) ESI Contribution relating to Security Guards amounting to Rs. was deposited on (date) (copy of the challan / Electronic Challan cum Return enclosed)

iii) EPF contribution relating to Security Guards amounting to Rs. was deposited on (date) (copy of the challan / Electronic Challan cum Return enclosed)

iv) Compliance to all statutory requirements including those under Labour Laws, Minimum Wage Act etc.

54. In case any public complaint is received attributable to misconduct/misbehavior of Contractor's personnel, & is assessed as true by University administration, a penalty may be deducted by the competent authority.

55. In case the Contractor fails to commence/execute the **Security Services** as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory

requirements of the contract, University reserves the right to impose appropriate penalty as deemed fit.

56. The Contractor shall ensure that its personnel do not at any time, without the consent of the University in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the University and shall not disclose to any information about the affairs of University. This clause does not apply to the information, which becomes public knowledge.

57. In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Security Deposit of the Agency shall stand forfeited.

58. Any liability arising out of any litigation (including those in consumer courts) due to any act of Contractor's personnel shall be directly borne by the Contractor including all expenses/ fines. The concerned Contractor's personnel shall attend the court as and when required.

59. During the course of contract, if any Contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the University shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Security.

60. If any money shall , as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the University, such money shall be deemed to be payable by the Contractor to the University within seven days. The University shall be entitled to recover the amount from the Contractor by deduction from money due to the Contractor or from the Performance Security.

61. The Contractor shall not engage any such sub-Contractor or transfer the contract to any other person in any manner.

62. The Contractor shall indemnify and hold the University harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Contractor.

63. The Contractor shall ensure to provide required number of female housekeeping staff as per need.

64. The Contractor shall ensure medical examination of working personnel before their deployment.

65. The University shall not be under any obligation for providing employment to any of the security guards of the Contractor after the expiry of the contract. The University does not recognize any employee-employer relationship with any of the housekeeping personnel so engaged in the University.

66. The Company/Agency shall be responsible for all injuries and accidents to persons employed by it. It will also cover, through an Insurance Policy, its personnel for personal accident whilst performing the duty. **Documentary proof of policy is provided to MMMUT.**

67. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the University from the agency.

68. If any underpayment is discovered, the amount shall be duly paid to the agency by the University.

69. The Contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the University etc.

70. The Contractor will have to submit proof of timely deposit of EPF/ESI in respect of Security Guards engaged in the University to the authority concerned every month.

71. The Contractor's shall disburse the wages to its staff deployed in the University every month through ECS or by Cheque in the presence of representative of the University.

72. The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.

73. The agency must have a registered branch office or furnish an undertaking to open **one in the city of Gorakhpur** within one month of award of contract failing which the contract shall be cancelled and the EMD will be forfeited.

74. That no right, much less a legal right shall vest in the Company/Agency's security personnel to claim/have employment or otherwise seek absorption in the University nor the Company/ Agency's workers shall have any right whatsoever to claim the benefits and for emoluments that may be permissible or paid to the employees of the University. The

security persons will remain the employees of the Company/ Agency and this should be solely the responsibility of the Company/ Agency to make it clear to their workers before deputing on work at the University.

75. The Company shall not be allowed to change its name and style after the award of the contract.

76. Any legal disputes will be subject to jurisdiction of Gorakhpur Courts only.

77. DISPUTE RESOLUTION

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by M.M.M. University of Technology, Gorakhpur.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Jaipur only.

78. JURISDICTION: The courts at Gorakhpur shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

(Registrar)
MMMUT Gorakhpur

JOB SPECIFICATIONS AND DETAILED SCOPE OF WORK

- ❖ **Bid Security:** Rs. 1,50,000/- (Rupees One Lack and Fifty Thousand only) in the form of Account Payee Demand Draft/pay order from any of the Nationalized Bank, in favour of “**Controller of Finance, Madan Mohan Malaviya University of Technology Gorakhpur (UP), India**”, payable at Gorakhpur.
- ❖ **Cost of Bid Document:** Rs. 1,000/- including applicable GST (Non-Refundable).
- ❖ **Period of Contact:** For a period of one year.

❖ AREA COVERAGE FOR SECURITY SERVICES

The Execution, Providing the Security Services for all Boys & Girls Hostels, Residential Area, Main Gate, Other Gates of University, VC Residence, Administrative Blocks, Different Academic Blocks, IT Resource Centre, Departmental Computer Centres, Student Common Utility Centres & all Areas within Campus through service contract.

Work Description	SECURITY SERVICES OF MADAN MOHAN MALAVIYA UNIVERSITY OF TECHNOLOGY GORAKHPUR (UP)
	Shift-Wise Man Power Required:
	S/S : Security Supervisor (Skilled)
	S/G – Arms : Security Guard with Arm (Semi-Skilled)
	S/G : Security Guards (Non-Skilled)
	Shift Timings:
	1 st Shift 06.00 hours to 14.00 hours 2 nd Shift 14.00 hours to 22.00 hours 3 rd Shift 22.00 hours to 06.00 hours Security Supervisor – Has to take periodical round in and round the campus, thereafter he should be available in the control room near the main gate.
Contact	MMM UNIVERSITY OF TECHNOLOGY, GORAKHPUR (UP)
Address	MMM UNIVERSITY OF TECHNOLOGY GORAKHPUR (UP)
Email	registrar@mmmmt.ac.in .
Phone	9235500528
Fax	0551-2273958

❖ **IMPORTANT STEPS TO BIDDERS**

1. Earnest Money Deposit of **Rs. 1, 50, 000/- (Rupees One Lack and Fifty Thousand Only)** in the form of bank draft will have to be enclosed in favour of **Controller of Finance, Madan Mohan Malaviya University of Technology, Gorakhpur** payable at **Gorakhpur** along with the tender.
2. Tenders received **without EMD** will be **disqualified**.
3. Tenderers will have to submit details along with **documentary evidence** for the **registration** and **licenses** obtained in respect of the following:
 - a) The proof/certificate of performance/experience of providing security services in engineering college/university/degree level technical institution for at least 10 years.
 - b) Registration under Shops and Establishment Act.
 - c) Registration as Proprietary / Partnership firm/ Private Ltd. or Public Ltd. Company
 - d) Registration of P. F. organization for allotment of P. F. code number.
 - e) Registration with tax collection department for allotment of Services Tax number as current rule.
 - f) Registration with Govt. Labour Department under Contract Labour (Regulation of Abolition) Act.
 - g) Registration with Income Tax Department for allotment of Permanent Income Tax code number.
 - h) Registration/Exemption Certificate/Notification issued by the Appropriate Government in respect of Private Security Guards (Regulation of Employment and Welfare) Act, for providing security services. Must have more than ten year experience and **Annual Turnover of Rs. 1 Crore** during each of the **last three years**.
4. Tenderers are advised to submit their bids strictly on the terms and conditions of the bid document and not to stipulate any deviation.
5. **The Madan Mohan Malaviya University of Technology, Gorakhpur,** reserves the right to accept or reject any or all the tenders on his sole discretion without assigning any reason.

6. Tender received after the last date will not be accepted.
7. Canvassing in connection with the tender in any form is strictly prohibited. Tenders submitted by the party who resort to canvassing will be liable for rejection.
8. In case of any unscheduled holiday falling on the prescribed closing or opening day of the tender, the next working day will be treated as scheduled for opening or closing day of the tender at the same time as the case may be.
9. The bidders are advised to read carefully all the terms and conditions of the tender document, which will form part of the contract.
10. If the tenderer gives wrong information or conceals the facts deliberately to create conditions for acceptance of the tender, the M. M. M. University of Technology, Gorakhpur reserves the right to reject such tenders without assigning any reason. Not more than one tender will be submitted by one tenderer for the same work.
11. The workmen and other persons to be engaged by the Security Agency for providing security services will be the employees of the Security Agency only. This shall not create nor shall it be deemed to create any employer-employee relationship between M. M. M. University of Technology, Gorakhpur and such workmen and the persons engaged by the Security Agency. The Security Supervisor(s) and Guards shall not claim any right for employment in the M. M. M. University of Technology, Gorakhpur. This fact should be made known to them in clear terms and in writing.
12. The Security Agency shall be required to qualify the **TECHNICAL BID** and the one being successful quoting the lowest rates/cost in **COMMERCIAL BID** will have to execute the formal agreement with **Controller of Finance, M. M. M. University of Technology, Gorakhpur within thirty days of the issue of offer of the contract and shall start the contract** on scheduled date as specified in the offer.
13. The Security Agency shall raise and forward the bills for each month for the services rendered in the previous month duly certified by the authorized person/officer/in-charge of the services of the company which will be considered for payment by the University subject to verification and satisfactory performance of services.

❖ **SECURITY SERVICES ON CONTRACT: TERMS AND CONDITIONS & MANPOWER REQUIREMENT**

Table 1 Tentative Positioning of Security Supervisors and Security Guards.

Shifts	S/S	S/G Armed	Security Guard		Explanation	
			Male	Female		
1. First	1	4	16	2	S/S	Security Supervisor
2. Second	1	4	16	2	S/G Armed	Security Guard with Gun
3. Third	1	4	20	4	S/G	Security Guard
Total Three Shifts	3	12	52	8	75	

Shift Timings:

1st Shift **06.00 Hours to 14.00 hours**

2nd Shift **14.00 hours to 22.00 hours**

3rd Shift **22.00 hours to 06.00 hours**

The Security Agency will have to deploy security supervisors and guards as required by the University from time to time for patrolling in the University Campus. The general requirement for security personnel are laid as under. However the University reserves the right to add, change or modify such requirements as and when deemed necessary and the Security Agency will have to comply with such requirements.

(a) Chief Security Supervisor: Chief Security Supervisor will have the same qualifications as Security Supervisor. He will have to supervise, control and coordinate security arrangements in the University campus regularly on all days. He will have to liaise with University authorities and will keep on updating matters of security and intelligence from time to time and as per need. He will be responsible for the deployment of security personnel, monitoring and entire security arrangements of the University Campus. Chief Security Supervisor shall be deputed by the company.

(b) Security Supervisor – Security Supervisor shall be deputed by the Security Agency from the roll of such employees of the company. He has to supervise the security personnel during his shift will ensure such security measures such as may be necessary. He will also control the deployment and movement of security guards and

will ensure quick response to any security threat or concern. Security supervisor will have to take periodical round in and around the campus. Thereafter he should be available in the control room near the main gate.

❖ **QUALIFICATIONS FOR SECURITY GUARDS AND SECURITY SUPERVISORS**

- a. The **Security Guards** provided by the Security Agency must possess the following qualifications:
 - i. Must be from the roll of his permanent employees and should have passed minimum Xth standard and also should be able to read and write official/local languages.
 - ii. He must not be less than 18 years and more than 45 years and should be physically and mentally fit to perform the duties of a guard.
 - iii. He should have five years of experience as a security guard, or should be ex-serviceman. He should be conversant with the duties of security guard. The knowledge of fire-fighting will be an added advantage.
- b. The **Security Guards with Arms** provided by the Security Agency must possess the same qualification as mentioned above. In addition to this, the guards should have arms license issued by the Appropriate Authority of Uttar Pradesh Government. He shall have to do the duty assigned to him along with licensed arm.
- c. **The Security Supervisors:** The Security Supervisor shall possess graduation degree from a recognized University, in addition to other qualifications laid down for Security Guards mentioned above the Security Supervisor:
 - i. Should be Ex-Serviceman not below the rank of JCO/Sub Inspector.
 - ii. Should have good knowledge of Security Systems and be able to control movement of goods, personnel and transport.
 - iii. Should be able to gather information on security matters of the University.
 - iv. Should be well versed in firefighting, disaster management and be able to advise and train security guards deployed on matters relating to first aid, firefighting and security.
 - v. Should take rounds and be able to detect security loopholes, assess fire threats and be able to take preventive measures.

- vi. Supervisors should check attendance of the guards daily in every shift and will ensure satisfactory functioning of security arrangement in the University Campus.

2. Uniform

- a. The Security Agency shall provide uniforms, name plates, shoes, stocking, belt, cap, photo identity card, lathi, arm with proper license, whistle and torches, including monsoon wear etc. to the security personnel and in case torch lights are not provided, cost of torch lights may be provided on payment.

3. Character Verification and Antecedents

- a. The Security Agency should get the character/antecedence of each Security Guard/Supervisor verified before he is engaged and deployed for security duty at University Campus and he should be able to produce the verification report as and when required for any departmental inquiry of the University or police concerning each Security Guard/Supervisor who may be engaged by him.

4. Identity

- a. The Security Guard/Supervisor who may be engaged by Security Agency from time to time must carry the photo identity card which shall have to be issued to him for the said purpose. The identity card should be worn by each security guard/supervisor on their uniform which shall in turn give detail regarding their full name, age, identity marks, signatures of the bearer and also of the issuing authority and seal. A duplicate copy of each identity card should be made available to the Office of the Registrar, M. M. M. University of Technology, Gorakhpur, in advance, present and permanent addresses of all security personnel including security supervisor should be made available to the office of the Registrar M. M. M. University of Technology, Gorakhpur before their deployment.

5. Special Assignment

- a. The Security Guard/Supervisor should carry out any specific task as may be assigned to them by the University of Technology, Gorakhpur, or an Officer deputed by the University for this purpose from time to time in the interest of

the security of the premises. Any unauthorized activity may be objected and should be brought to the notice of the higher authorities in writing. Security Supervisor should collect information on security matters and brief the University of Technology, Gorakhpur and any such officer deputed by the University for this purpose, immediately depending upon gravity of the situation. For any matter requiring police complaint/assistance, prior permission should be taken from the University of Technology, Gorakhpur. Liaison with police is to be maintained for detection of theft cases, law and order problems etc.

6. Liaison

- a. A responsible person of the Agency should liaise on its behalf with the University of Technology Gorakhpur and any such officer deputed by the University for this purpose, at least once a week or whenever called for.

7. Removal of Security Guard/Supervisor

- a. The Security Agency (SA) shall remove/change/replace any Security Guard/Supervisor, if at any time found unsuitable or undesirable in the opinion of the office the University of Technology, Gorakhpur shall make immediate alternative arrangement to provide substitution for carrying out his obligations undertaken under this contract. Notwithstanding the above, Security Agency will periodically change the guards from the University and also rotate them on their duty posts.

8. Duty Checking

- a. The Security Agency's Guard would be liable to be checked by MMM University of Technology, Gorakhpur, or/ and any other Officer deputed by the University for this purpose, Security Agency should maintain a Guards Attendance/Schedule/Shift Register. Security Agency guards should also be checked by its supervisors, or any of its officials for their upkeep, alertness and alcoholism. As special assignment, Security Agency has to carry out intelligence work by taking rounds in civil dress.

9. Liability

- Loss or damage to any material/property either through theft or otherwise due to negligence of its Security Guard/Supervisor shall be made good by Security Agency

at its own cost. The decision as to whether the loss or damage through the theft is attributable due to negligence of its Security Staff shall solely rest with the MMM University of Technology, Gorakhpur, who shall have the right to require Security Agency to pay the costs of such missing/damaged material/property and it shall make good without any demur or objection on receipt of a written demand from the MMM University of Technology, Gorakhpur as and when circumstances arise. The erroneous personnel will have to be identified and should be dealt suitably by the Security Agency and, in amounting to legal/police action, appropriate action will be taken as per the instruction of University authorities.

- In order to adequately protect people and property, security guards must know and enforce rules and regulations to prevent criminal activity before it happens.

10. DESCRIPTION OF SECURITY SERVICES TO BE RENDERED

- The Security Agency will be responsible for overall security arrangements in locations as specified by the University.
- Security Agency will ensure that all instructions laid down by the University authorities are strictly followed and there is no lapse of any kind.
- No item should be allowed to be taken out without proper Gate Passes issued by the competent officials.
- The Security Guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the Fire Brigade staff in extinguishing the fire or during any other natural calamities.
- The Security Guards on duty shall not leave the premises until his reliever reports for duty.
- During and after working hours and on holidays, they should maintain surveillance of the building by patrolling the premises.
- They'll investigate and report signs of damage or unlawful entry of any person as it occurs. Such report may have to be provided to the concerned University officials in verbal and in written form.
- No weapon (Gun, knife etc) should be allowed to enter in the university premises unless it is authorized by concerned University officials.
- The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work. The service provider shall be responsible for any act of

indiscipline on the part of persons deployed by him. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this University. The decision of the officer in charge upon any matter arising under the clause shall be final and binding on the agency.

- The security of female members (student, employee or others) should be given utmost importance round the clock. If any activities related to harassment, eve-teasing occurs and observed by the security personnel, should be reported to **The Registrar/Chief Proctor and other concerned officials of the University**. Security personnel should identify, report and also have watch on such places in university premises, where undesirable/criminal activities might happen.

11. Assignment

- The Security Agency shall not assign or transfer this contract or part thereof to anyone.

12. Compliance of Labour Regulations

- a) The Security Agency is required to comply with the provisions of all the labour legislations which includes maintenance of Attendance Register, maintenance of Payment Register, deposits of ESI/PF etc., SA is required to produce copies of all challans /documents and salary transfer credit list of having deposited the amount, every month along with his monthly bill.
- b) The Security Agency shall be responsible for the payments to Security Guard/Supervisors/Chief Supervisor employed for the performance or carrying out the said work the University of Technology, Gorakhpur. The payment to the employees of Security Agency towards wages, allowances should be made by A/c payee cheque. The Security Agency shall be responsible and shall pay all compensation to its employees payable under the provisions of the workmen's Compensation Act and amendments thereto. Security Agency shall be responsible for and pay the expenses for providing medical treatment to its employees who may suffer any bodily injury during the course of their service as a result of any accident or otherwise whilst in the premises. The employees (Security Guards/Supervisor/Chief Supervisor) shall be deemed to be Contractor's employees for the purpose of the Shops and Establishments Act (Uttar Pradesh State), Payment

of Wages Act, Minimum Wages Act and all other Labor Laws, Rules and Regulations there under. The University of Technology, Gorakhpur reserves the right to check the actual payment of the wages register maintained by Security Agency and also the connected documents in respect of the above.

- c) The Security Agency shall duly introduce the Contributory Insurance Scheme for its employees, if so required by law as envisaged by the provisions of the Employees' State Insurance Act, 1948.
- d) The Security Agency shall duly introduce the provident fund scheme for its employees, if so required by law as envisaged under the provisions of Employee's Provident Fund. As the Security Agency should see that the recoveries of Provident Fund in respect of its employees are made regularly from the wages of its employees as per the terms of the Provident Fund Act/ Scheme, and the same is deposited with the concerned authority.
- e) The Security Agency shall observe and implement all the laws of the land and the rules framed there, under such as Workmen's Compensation Act, Industrial Disputes Act, and Minimum Wages Act. Factories Act, Payment of the Bonus Act and Central Labour Act, and that the Registrar, M. M. M. University of Technology, Gorakhpur shall in no event be liable or responsible for any default that will arise out of non-observance of such laws/rules on his part and that he shall indemnify and keep indemnified the University of Technology, Gorakhpur against any damage and /or injury caused to the premises, or to the properties.

13. Payment :

Bills raised by the Security Agency will be paid to the Security Agency within 15 days from the date of submitting the same with all relevant documents to the Registrar, M. M. M. University of Technology, Gorakhpur, Security Agency will maintain a Muster Roll to record the presence on duty of Security Guards and Security Supervisors for each shift of the duty. Payment of the bills will be as per the Muster Roll, which should be got countersigned every day by the University of Technology, Gorakhpur or an officer deputed by the University for this purpose. The Security Agency shall be responsible for providing the requisite man hours as detailed above on round the clock basis on all days. If the persons falling sick avail leave or remain absent, arrangement for the substitute should be made immediately.

If, at any time additional man-hours are required, the same will be provided by the Security Agency for which payment will be made on pro-rata basis.

14. The Contract is initially for a period of one year and may be extended for a further period of two years depending upon the performance and other related factors. During the validity period of the Contract, there shall be no revision of the compensation payable to the Security Agency except wage revision of the workers as may be notified by appropriate authorities of Uttar Pradesh State Government or any other Competent Authorities.
15. The Security Agency shall ensure that it pays the minimum wages in force and as prescribed by the competent authorities. The Security Agency is required to maintain all documents and records and books as required under the statutory laws and rules in force from time to time.
16. The Security Agency and its personnel deployed at the University of Technology, Gorakhpur will have no camping right whatsoever in the premises of the University.
17. The members of the Security staff provided by the Security Agency shall be the employees of the Security Agency only and all disputes between the Security Agency and the security staff shall be resolved by the Security Agency and shall have no bearing on the M. M. M. University of Technology, Gorakhpur. The Security Agency should indemnify any claim, title in debt, cost, damage, compensation in respect of its employees deployed at University of Technology, Gorakhpur premises.
18. Liquidated damages of 1% per day of the monthly service charges shall be levied to a maximum of 20% in a month for any breach of contractual obligations by the Security Agency as stipulated in the terms and conditions in addition to the obligation under any other provision in the contract and the law of the land.
19. **Earnest Money, Deposit of Rs. Rs. 1, 50, 000/- (Rupees One Lakh and Fifty Thousand Only) drawn in favor of “Controller of Finance Madan Mohan Malaviya University of Technology, Gorakhpur”, is to be attached along with the TECHNICAL BID.**
20. **Last date of receipt of duly filled “Tender for Security Services” Oct. 31, 2017 by 3:00 PM in the Dr. Radha Krishnan Hall, Ist Floor, Administrative Building,**

Madan Mohan Malaviya University of Technology, Gorakhpur (UP)-273010 in presence of interested Bidders.

21. Entry of persons/ vehicles in the University is completely restricted and shall be granted by the permission of the competent authority. The guards on duty at the gates/reception will ensure that only authorized persons and vehicles enter the University after proper recording/verification and with the permission from the University.
22. The Security Agency will not allow grazing in fields by any type of animals and shall also not allow unauthorized entry of persons and vehicles in fields/ roads and to roam for cutting trees/grass /firewood or damage any civil or electrical work / fittings or to scale or damage the boundary wall from in/out side of the University campus.
23. The Security Agency and the personnel employed by Security Agency shall not divulge any information to outsiders about the equipment(s) installed in the university, divulge information about the employees, their departments and students of University of Technology, Gorakhpur as well as the activities of the University of Technology, Gorakhpur. The Security Agency will also have the responsibility to safeguard the University's movable and immovable property, besides protecting the premises.
24. The Security Agency shall ensure safe custody of all fixed and moving assets of University, opening and proper locking of all rooms of University of Technology, Gorakhpur. In case of any theft, damage, breakage, pilferage of any fixture and/or fittings, furniture, equipment, etc., the responsibility shall be of the Security Agency and it will report the same to the office. If after a departmental enquiry, it is found that the loss has occurred due to negligence of the Security Agency guard/guards on duty, the University of Technology, Gorakhpur will have full power to recover the loss in full or adjust from the dues or security deposit of the Security Agency. The decision of the University in this regard will be final and binding on the Security Agency.
25. During surprise checks by any authorized officer of the University, if a particular guard is found negligent/sleeping/drunk on duty, the Security Agency will have to

withdraw the guard from the University forthwith which may even lead to the cancellation/termination of the contract for the rest of the period.

26. Termination of the Contract :

- (a) The University of Technology, Gorakhpur, shall be at liberty at its entire discretion to terminate this contract forthwith upon or at any time if a breach or default of any of the terms and conditions contained herein or any other circular and/or rules framed subsequently, is committed by Security Agency and/or by Security Guards or Security Supervisors or Chief Security Supervisor, employed by it.
- (b) Insolvency or dissolution of the partnership firm or death or adjudication as insolvent or any partner of the Security Agency.
- (c) Liquidation, whether voluntary or otherwise or passing of an effective resolution for winding up, if it is company or co-operative society.
- (d) If any attachment is levied and continues to be levied for a period of seven days upon Security Agency effects or any individual/partner for the time being of its firm or any member of its co-operative society.
- (e) If any partner of its firm or any member of its co-operative society shall be convicted of any criminal offense.
- (f) If Security Agency shall either by itself or by its personnel commit or suffer to be committed any act which, in the opinion of the University of Technology, Gorakhpur is prejudicial to the interest or reputation of the University and the decision of the University of Technology, Gorakhpur in this regard will be final.
- (g) If the period of this contract lapses and the service is continued, it shall be deemed to be an agreement to continue the service on month to month basis. In such an event, either party must give one month's notice for termination of the service, if they choose to discontinue.
- (h) In case of violation of the provisions of any statutes and other acts, rules, schemes or notifications issued by the Appropriate Govt. from time to time, as applicable by Security Agency.
- (i) On termination/expiry of the contract, the, Security Agency will immediately remove all its personnel from the premises of the University.
- (j) The University, Gorakhpur has Authority to cancel contract without assigning any reason.

❖ **IMPORTANT INFORMATION TO FILL TECHNICAL AND COMMERCIAL BID**

1. Make sure that the **Technical Bid (Annexure-2)** and **Commercial Bid (Annexure-3)** should be **filled properly & submitted separately**.
2. Commercial bids of only those Security Agencies who are short-listed after having qualification Technical bid will be opened after technical evaluation.
3. Any deviation in the terms and conditions should be clearly stated with the reasons thereof.
4. In case of any dispute arising in the matter the decision of the University of Technology, Gorakhpur will be final and binding.
5. The University of Technology, Gorakhpur reserves the right to reject any or all the tenders without assigning any reason whatsoever.

TECHNICAL BID Part-A

S. N.	Particulars	To be Filled by the Bidder
1.	Detailed office of the firm/company/ Date of establishment/ proprietary concern registered address of the Agency with office Telephone number, Fax number, Mobile number and Name of the contact person	Name of Firm: Date of Establishment: Date of Company Registration\ Renewal: E Mail: Mobile: Fax: Telephone: Name of the Contact Person: Website:
2.	Name and address of the Directors/ partners/ owners of the agency with Tel./Mobile No.	Name: Designation Telephone: Mobile: Email: Aadhaar No.
3.	Type of Firm: Private Ltd./Public Ltd./Cooperative/NGO/ PSU (Please tick and enclose requisite supporting documents)	
4.	PAN/GIR No.: Please upload scanned attested copy of certificates)	
5.	TIN No.: (Please upload scanned attested copy of certificates)	

6.	GSTIN: (Please upload scanned attested copy of certificates)	
7.	EPF Registration No: Please upload scanned attested copy of certificates)	
8.	ESI Registration No.: (Please upload scanned attested copy of certificates)	
9.	Annual Turnover for the last 3 year: (Should not be less than Rs. 150.00 Lakhs) (To be supported by Audit balance Sheet)	2013-2014:
		2014-2015
		2015-2016
10.	Earnest Money Deposit (EMD) submitted	Yes/No.:
11.	EMD Details	DD No. Date : Drawn on Bank: For Amount:
12.	Tender Form Fee (Details)	DD No.: Date: Drawn on Bank: For Amount:
13.	Enclose an affidavit duly certified by the Notary at the location of the agency/headquarters, that the tenderers has never been blacklisted or punished by any court for any criminal	

	offense/breach of contract and that no police, vigilance inquiry/criminal case is pending.	
14.	Name and addresses of two persons of standing from whom the credentials of the agency can be verified.	1. Name: Addresses: Mobile No. Email ID: 2. Name: Addresses: Mobile No. Email ID:
15.	Have you/your representative physically inspected/surveyed the premises before submitting the tender.	Yes\No:
16.	Details of your reputed clients to whom you are providing security services for last Three years (Enclose a copy of work /contract)	Name & Address of five Clients: 1. 2. 3. 4.
17.	Enclose the details of the workforce with infrastructure facilities	
18.	Details pertaining to deployment of security personnel with reputed clients as below: a) Ex-servicemen	

	personnel b) Ex-paramilitary personnel	
19.	Details of the contract with any Govt / Public sector etc. with contact person's name and telephone/ cell number etc.	Name: Phone: Mobile:
20.	Details pertaining to the training imparted regarding handling of firefighting systems, industrial safety, disaster management etc.	
21.	Details of the cadre-wise security personnel employed by your agency for more than three years.	

Technical Bid Part-B

S. N.	Particulars	Point Criteria	To be Filled by the Bidder
1	Annual Turnover of agency/company/firm per year in the last three consecutive years (submit documentary evidence)	<ul style="list-style-type: none"> • More than 500 Lakhs: 10 points • Between 500 to 350 Lakhs: 6 Points • Between 350 to 150 Lakhs: 4 Points 	
2	Length of Experience of similar work in the field (submit documentary evidence)	<ul style="list-style-type: none"> • More than 10 yrs.: 10 points • Between 5 to 10 yrs: 6 Points • Between 3 to 5 yrs: 4 Points 	
3	Details of your reputed clients	<ul style="list-style-type: none"> • If PSU/State Govt. Univ/ or any 	

	to whom you are providing security services for last Three years (submit documentary evidence)	Govt Org. clients More than 5: 10 points <ul style="list-style-type: none"> • If PSU/State Govt. Univ/ or any Govt Org. clients less than 5 & more or equal to 2: 6 points • If firm has only Private Industry/Institutions clients: 4 Points 	
4	Details of the workforce with infrastructure facilities (submit documentary evidence)	<ul style="list-style-type: none"> • If firm has explosive detector as well as licensed arms more than 10: 10 points • If firm do not have explosive detector but has licensed arm more than 10: 6 points • If firm do not have explosive detector but has licensed arm less than 10: 4Points 	
5	Details pertaining to deployment of security personnel with reputed clients as below: c) Ex-servicemen personnel d) Ex-paramilitary personnel (submit documentary evidence)	<ul style="list-style-type: none"> • If firm has Ex-servicemen/ Ex-paramilitary personnel more than 300: 10 Points • If firm has Ex-servicemen// Ex-paramilitary personnel between 300 to 200: 6 Points • If firm has Ex-servicemen// Ex-paramilitary personnel less than 200: : 4 Points 	

NOTE – Tenderers are required to attach the self-attested scanned copy of receipt along with duly filled tender; if the EMD and /or tender form fee is/ are deposited in favour of the of Controller of Finance, Madan Mohan Malaviya University of Technology Gorakhpur, before the last date and time of tender submission.

COMMERCIAL/FINANCIAL BID

S. No.	Item Description	Quantity	Unit	Estimated Rate in Rs. P	Total Amount without Taxes in Rs. P	Total Amount in Words
Minimum Wages Prescribed by State /Central Govt.						
1	Skilled Guard	3	Nos.	9118.66	27355.98	INR Twenty Seven Thousand Three Hundred Fifty Five & Ninety Eight Paisa Only
2	Semi- Skilled Guards	12	Nos.	8140.51	97686.12	INR Ninety Seven Thousand Six Hundred Eighty Six & Twelve Paisa Only
3	Unskilled Guard (Male + Female)	52+8=60	Nos	7400.45	444027	INR Four Lakhs Forty Four Thousand & Twenty Seven
	Grand Total				569069.10	INR Five Lakh Sixty Nine Thousand Sixty Nine and Ten Paisa.
Following Data to be filled by the Bidders						
1.	*Bidders are advised to quote the total percentage above rates including/considering their service charges (Minimum Service Charge acceptable is 1%)					
*Supply of Man Power Per Month, EPF, ESI and GST Applicable at the time of billing will be paid extra.						

Signature of the Security Agency

Name

Registration No.

Full Address:

Mobile No. -

(Seal of the Company/Firm)

Date:

Place

Note:

[A] Commercial Bids should be submitted separately indicating Security Service on Contract –Commercial Bid on the cover.

[B] Security Agency should enclose the recent Notification issued by the Competent Authority in respect of the Minimum Wages applicable.

Declaration

The information furnished by me/us are true to best of my/our knowledge. I/We have read the terms and conditions in the tender document and agree to abide by the same.

Signature of the Authorized Signatory of
the Security Agency

Name

Date:

Registration No.

Place :

Full Address :

Annexure-4

CHECKLIST OF DOCUMENTS TO BE ATTACHED ALONG WITH TECHNICAL BID

S. N.	Documents to be submitted	Submitted	Not submitted	Remarks
1.	Details of the Company			
2.	Copy of Registration of firms and its registration with competent authority			
3.	Details of Constitution of firm / Company			
4.	Copy of Registration certificate of EPF.			
5.	Copy of Registration Certificate of ESI			
6.	Copy of Labour license (within 45 days after award of Contract)			
7.	Proof of actual billing done during year 2015-2016, 2016-17 and 2017-18. Preferably audited ITR of 2016-17.			
8.	Copy of GST Registration			
9.	Copy of PAN/TAN Card			
10.	List of clients indicating period work executed with them			
11.	Proof of experience			
12.	Details of EMD deposited by way of DD/pay order for Rs. Rs. 1, 50, 000/- (Rupees One Lack and Fifty Thousand Only) - drawn in favour of Controller of Finance, Madan Mohan Malaviya University of Technology, Gorakhpur. Payable at Gorakhpur			
13.	Income Tax clearance certificate for five years or Audited statement for year 2016-17 by the CA			
14.	Annual turnover of Rs.1 Crore during each of the last three years.			
15.	Balance sheet and profit and loss account statement for the last three years			
16.	Prof of minimum experience of 10 years in security agency business in large Government Department / national labs / Government Engineering College/University			
17.	Proof of providing security staff of 15 or more per shift for at least three clients			

18.	Valid License under the latest Contract Labour Act/ U. P. Shops and Establishments Act for engaging minimum of 200 employees.			
19.	Latest solvency certificate from a nationalized bank for a minimum value of Rs.10 Lakhs			
20.	Power of attorney in favour of authorized signatory, if required so.			
21.	Details of minimum physical standards adhered to in deploying the personnel at Madan Mohan Malaviya. University of Technology, Gorakhpur			
22.	Details of training imparted to the security personnel			
23.	The affirmation that the authorized signatory /agency have read the tender documents and has understood the contents fully and accordingly and had submitted their quotes in the price bid abiding the terms and conditions laid down thereat.			
24.	The affirmation that the authorized signatory /agency have read the tender documents and has understood the contents fully and accordingly and had submitted their quotes in the price bid abiding the terms and conditions laid down thereat.			

Signature of Bidder

Seal of Establishment-Full Name of Bidder with address & date

MODEL AGREEMENT FOR SERVICE CONTRACT

1.1 THE AGREEMENT

1.11 THIS AGREEMENT made and entered into on this (Date) day of (Month) Two Thousand (Year) between the Madan Mohan Malaviya University of Technology, Gorakhpur a centrally funded autonomous body located at Madan Mohan Malaviya University of Technology, Gorakhpur (hereinafter called indenting office which expression shall where the context so admits include its successors and permitted assigns) of the one part, and

1.1.2 NAME OF THE CONTRACTING AGENCY A [ADDRESS] (hereinafter called the contracting agency which expression shall where the context so admits include its successors and permitted assigns) of the part.

1* In the format two types of brackets have been used. These are;

- | | | |
|------------------------------|---|---|
| (i) Square Bracket [] | : | These brackets indicate the following; |
| (a) [xxxxxxxxxxxxxx] | : | Replace the instruction by filling in relevant Text; |
| (b) [xx/yy/za] | : | Among the options choose the applicable one(s) and delete the rest; |
| (c) [clause.phrase/sentence] | : | Optional, choose whichever applicable to the specific requirement. |

The square brackets, symbols and the underscores if any are to be deleted on drafting of the agreement.

(ii) Ordinary Brackets () : These brackets are a part of the text and are to be retained.

DEFINITIONS

The agreement is general in nature where in the particular office has been generally referred to as “Indenting Office” and the agency providing the service as “Contracting Agency”. If desired the word “Indenting Office” may be substituted by the acronym of the particular office and the contracting agency by a suitable abbreviated name/acronym.

1.2 PREAMBLE

1.2.1 WHEREAS THE CONTRACTING AGENCY is engaged in /carrying out [define the present business/objective/activity of the Contracting Agency] and is desirous of providing service to the.....(on/in/for) [Name the area of service contract].

1.2.2 Whereas.....at its [Name of the office] (hereinafter called the Indenting Office) is seeking service on contract for [Name of the area of service contract] as detailed in the Appendix-I to the agreement (herein after called the works).

Now therefore in consideration of the premises and mutual covenants here in hereinafter contained the parties here to agree as follows:

1.3 SCOPE OF THE AGREEMENT

1.3.1 The agreement details the terms and conditions, financial arrangements, responsibilities and obligations of the contracting Agency and Indenting Office/pertaining to the work and terms and conditions specified in the bid document and accepted bid will also form the part of the model agreement.

1.4 FINANCIAL ARRANGEMENTS

1.4.1 In consideration of the work to be carried out by the contracting Agency the..... shall pay the contracting Agency as follows after deducting Income Tax at source on the total amount;

(I) ` ** per Man Month/ Man Day/ Man Hour on (Date) of every month for the service to be rendered by the contracting Agency Subject to compliance of terms of the agreement by the contracting agency, **` For service contract on.

1.5 MODALITIES OF CONTRACT

1.5.1 This contract is of nature of service contract for a specified period and not labour contract.

1.5.2 the responsibility of the Contracting Agency and schedule of fulfillment thereof shall be as per section II of the tender document terms and condition of the tender document.

1.5.3 There will be a screening Committee for evaluation of progress of the work. This committee shall be set up by the Indenting Office. It will {Fix/identify} the work to be done by the contracting agency, targets/milestones and criteria for completion of the Work. It shall also review the progress of the work at mid-term of contract period. If at any state the Screening Committee find the performance of the CONTRACTING AGENCY unsatisfactory, a notice to that effect will be sent to CONTRACTING AGENCY and if it fails to improve its performance of WORK within seven days of the notice serviced, the continuation of this agreement will be reviewed by the INDENTING OFFICE and agreement shall be terminated by giving information in writing to that effect to the CONTRACTING AGENCY.

1.5.4 For the purpose of providing service, the working hours and day of workers deployed by the contracting agency in the premises of indenting office shall be as per section II of the tender document terms and condition of the tender document.

1.6 RESPONSIBILITIES OF CONTRACTING AGENCY

1.6.1 CONTRACTING AGENCY shall undertake the work as per Section II of the tender document by providing manpower in the premises of the Indenting Office.

1.6.2 Contracting agency shall substitute suitable workers in lieu of those provided by it in the Indenting Office for the purpose of work, if not found suitable by the indenting office on initial evaluation within 48 hours of written notice. Similarly the indenting office will continue to hold the right to reject the replacement provided and ask for substitutes in cases of absentees/sick workers or otherwise on valid reason.

1.6.3 Contracting agency shall on receipt of advance notice of not less than 24 hours from the Indenting Office, provide additional manpower or make temporary withdrawal of manpower provided by it.

1.6.4 Contracting agency shall be responsible for payment of salary, grant of leave and providing coverage for insurance medical benefits or such other statutory benefits to its workers provided by it in the indenting office. The indenting office shall not be responsible for making any payment to them. Workers provided by contracting agency shall be employees of the contracting agency for all purpose and the indenting office shall not have liability of any kind towards workers

1.6.5 Contracting agency shall be responsible for any damage to the property/ equipment/material of the indenting office by its personnel during the course of or subsequent to the work being rendered. Intimation regarding damage shall be given in writing to the contracting agency within a week.

1.6.6 Liquidated damages for defaults on the part of the contracting agency will be recovered from it. The decision of the head of indenting office shall be final in this regard.

1.7 RESPONSIBILITIES OF THE INDENTING OFFICE

1.7.1 Indenting office shall provide all the basic working data available with it and afford all working facilities available with it to the authorized workers provided by the contracting agency for fulfillment of the work.

1.7.2 Indenting office shall permit the duly authorized workers of the contracting agency at all convenient times to enter into and upon its premises where work is to be performed.

1.7.3 Indenting office will maintain a separate record of attendance of number of workers provided by the contracting agency. The payment will be released to the contracting agency on pro-rata basis after deducting the days of absence without suitable replacement or poor performance.

1.8 COMPLETION

1.8.1 The work shall deemed to have been completed on expiry of period of this contract and release of final payment to the contracting agency by the indenting office subject to review by the screening committee set up vide provision 1.5.3.

1.9 CONFIDENTIALITY

1.9.1 During the tenure of the agreement and thereafter the contracting agency undertake on their behalf and on behalf of their subcontracts/employees/representatives/associates to maintain strict confidentiality and prevent disclosures thereof of all the information and “data exchanged/generated” pertaining to work under this agreement for any purposes other than in accordance with the agreement.

2.1 FORCE MAJEURE:

2.1.1. Neither party shall held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force major events such as but not limited to acts of God, war, flood, earthquake, strike, lockouts, epidemics, riots, civil commotions

etc., provided on the occurrence and cessation of any such events, the party effected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force- Majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

2.2 EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT

2.2.1 The agreement shall be effective from the date of acceptance of the offer as shown in the letter of acceptance of offer and award of work issued to contracting agency and shall remain in force for a period of 12 months from the said date.

2.2.2 The agreement shall be deemed to expire on the completion of the period, as provided in Para 1.8.1 unless extended by both the parties.

2.2.3 During the tenure of the agreement, parties hereto can terminate the agreement either for breach of any of the terms and conditions of this agreement or otherwise by giving a (months) notice in writing to the defaulting party. Failure of either party to terminate the agreement on account of breach or default by the other shall not constitute a waiver of the party's right to terminate this agreement.

2.2.4 In this event of termination of the agreement vide provision 2.2.3 the right and obligations of the parties thereto shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by indenting office.

2.2.5 In the event of termination of agreement, the contracting agency shall be liable to refund the amount if any, paid in advance to it by the indenting office.

2.3 NOTICE

2.3.1 All notices and other communications required to be served on the considered to be duly served if the same shall have been delivered to, left with or posted by the registered mail/ speed post to the contracting agency at its last known address. Similarly, ant notice to be given to the indenting office shall be considered as duly served if the same shall have been delivered to, left posted by registered mail/ speed post to the indenting office at its registered address at

2.4 AMENDMENTS OF THE AGREEMENT

2.4.1 No amendment of modification of this agreement shall be valid unless the same made in writing by both the parties and their authorized representative and stating the same to be an amendment of this agreement. The modification/ changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

2.5 ASSIGNMENT OF THE AGREEMENT

2.5.1 The rights and/ or liabilities arising to any party to this Agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

2.6 DISPUTE SETTLEMENT

2.6.1 In the event of any dispute or difference between the parties arising out of in connection with the terms and conditions of this agreement the decision of indenting will be final. Jurisdiction for settlement of disputes or differences shall be Gorakhpur.

SEAL OF THE PARTIES

In witness whereof the parties hereto have signed this agreement on the day, month and year mentioned herein before.

Parties	Parties
For and on behalf of	For and on behalf of
Signature	Signature
Name	Name
Designation	Designation
Seal	Seal
Witness (Name and address)	Witness (Name and address)
1.	1.
2.	2.

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Item Rate BoQ

Tender Inviting Authority: The Registrar, Madan Mohan Malaviya University of Technology, Gorakhpur, U.P. INDIA

Name of Work: Security Services at Madan Mohan Malaviya University of Technology, Gorakhpur, U.P. INDIA

Contract No: MMMUT/Security/2017-18/01

Name of the Bidder/ Bidding Firm / Company :							
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	13	53	55
1	Supply of Man Power Per Month, EPF, ESI and GST Applicable at the time of billing will be paid extra. Bidders are advised to quote the total percentage above rates including/considering their service charges (Minimum Service Charge acceptable is 1%)						
1.01	Skilled Guards	3.000	Nos	9118.66		0.00	INR Zero Only
1.02	Semi-Skilled Guards	12.000	Nos	8140.51		0.00	INR Zero Only
1.03	Non-Skilled Guard	60.000	Nos	7400.45		0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					