



श्री माता वैष्णो देवी विश्वविद्यालय

Shri Mata Vaishno Devi University
Kakryal (Katra)–182320

NOTICE INVITING e-TENDER **e-NIT 03 of 2021 dated: 15.03.2021**

Providing Security Services at Shri Mata Vaishno Devi University **Kakryal, Katra (J&K)**

Online bids through open tender under two cover system are invited on behalf of SMVDU, Kakryal for providing of Security Services through Security Supervisors, Armed Guards, Ex-Servicemen Guards, Trained Civilian Guards (Male & Female) for round the clock security of SMVDU Campus at Kakryal. The details of the tender are appended in the succeeding pages from **Annexure 'A' to 'E'**.

Tender document can be viewed and downloaded from SMVDU website www.smvdu.ac.in and J&K e-tender portal <http://jktenders.gov.in>. The bids are to be submitted online at <http://jktenders.gov.in> upto the stipulated last date and time of submission of bids mentioned in the table below. Sale of hard copy of the tender document is not applicable.

SECTION 1

Brief Details and Critical Details of Tender

(a) The brief details of the tender are as under

S.No.	Description	NIT Details
1.	Univeristy Name	Shri Mata Vaishno Devi University
2.	Name of Department	Security Wing
3.	Tender No.	SMVDU/Admin/Security/2021/40 dated 15/03/2021
4.	Tender Subject	Tender for Security Services
5.	Tender Type	Open e-Tender system
6.	Earnest Money Deposit	Rs. 200000/- (rupees two lakhs only)
7.	EMD / Bid security payable to	In the form Demand Draft only, drawn on a nationalized bank in favour of “ Registrar, SMVDU ” payable at Jammu
8.	Tender fee (non – refundable)	Rs. 1000/- (Rupees one thousand only), in the form of Demand Draft only, drawn on a nationalized bank in favour of “ Registrar, SMVDU ” payable at Jammu
9.	Availability of tender document	Tender document can be viewed and downloaded from SMVDU website www.smvdu.ac.in and JKUT e-tendering portal http://jktenders.gov.in .
10.	Contract period	One year
11.	Validity of bids	120 days from the last date of submission
12.	Tender Inviting authority	Registrar SMVDU, Kakryal, Katra, Dist Reasi – 182320, email id- registrar@smvdu.ac.in
13.	Contact Details	01991-285524 Extn. 2777/2116

(b) The critical dates of the tender are as under

S. No.	Particulars	Date & Time
1.	Publish date and time	15.03.2021 1600 hrs
2.	Sale / Document Download Start Date & Time	15.03.2021 1630 hrs onwards
3.	Sale / Document Download End Date & Time	06.04.2021 1800 hrs
4.	Online Bid Submission Start Date & Time	15.03.2021 1700 hrs onwards
5.	Online Bid Submission End Date	06.04.2021 1800 hrs
6.	Bid Opening Date & Time	
	(i) Technical bid along with offline documents	14.04.2021 1500 hrs
	(ii) Financial bid	To be intimated separately through e-tender portal / university website

No. SMVDU/Admin/Sec/2021/40
Dated: 15.03.2021

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Registrar
SMVD University
Kakryal, Katra

Instructions to bidders regarding e-tendering process

1. Bidders are advised to download bid submission manual from the “Downloads” option as well as from “Bidders Manual Kit” on website www.jktenders.gov.in to acquaint bid submission process.
2. To participate in bidding process, bidders have to get ‘Digital Signature Certificate (DSC)’ as per Information Technology Act-2000, as amended from time to time. Bidders can get digital certificate from any approved vendors.
3. The bidders have to submit their bids online in electronic format with digital Signature. **No financial bid will be accepted in physical form.**
4. Bids will be opened online as per time schedule mentioned in the table of critical dates. If the mentioned date is declared as a holiday, the bids shall be opened on the next working day at same time.
5. Bidders must ensure to upload scanned copy of all necessary documents mentioned in e-NIT.
Note: - Scan all the documents on 100 dpi with black and white option.
6. Scanned copy of cost of tender document and EMD in the shape of Demand Draft is to be uploaded online.
7. Bidders are advised to use “My Documents” area in their users on e-tendering portal to store important documents.
8. SMVDU will not be responsible for delay in online submission due to any reasons.
9. Conditional bidding shall not be entertained.
10. Bidders may contact office of the Registrar, SMVDU or the Chief Security Officer, SMVDU for any guidance or query.
11. Bidders are advised not to make any changes in BOQ (Bill of Quantities) contents. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the item rate inclusive of all taxes and it should be saved with the same name as it contains.
12. The unit rates and prices shall be quoted by the bidder entirely in Indian Rupees and the rates quoted shall be deemed to be valid upto the completion of the contract, until revision of minimum wages by the Govt. of J&K UT.
13. Any corrigendum or subsequent information shall be updated on the e-tender portal / university website only. Bidders should keep track of the same.

No. SMVDU/Admin/Sec/2021/40
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SECTION 2

Annexure-A

Terms & Conditions of the Tender

1. The tenderer should be a registered and licensed contractor, firm, Security Agency. Self attested copies of requisite documents / certificates issued from appropriate authorities should be uploaded alongwith the tender to substantiate the claim. The agency should have a valid PSARA certificate issued by the government of J&K UT.
2. Before participation in the tendering process, the tenderers, in their own interest, are advised to visit the Campus to assess site and its surrounding and satisfy themselves in respect of the site conditions as the SMVDU shall bear no responsibility for lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of knowledge, as aforesaid, on the part of the tenderers shall be at their own risk & responsibility.
3. The tenderer must have a minimum 5 years operational experience in similar environment like Govt. offices, Universities, industrial providing Security personnel and should be a profit making firm / contractor.
4. The award process may be postponed / cancelled Suo motto without assigning any reason or giving any notice to the tenderers. The University reserves the right to consider the tenders of only short-listed firms.
5. SMVDU reserves the right to terminate the contract of a successful tenderer without assigning any reason thereof.
6. The rates tendered for each security personnel should be inclusive of all taxes / duties & other liabilities Viz. P.F. Contribution, Service Tax etc. and extra charges if any should be clearly mentioned in the break up. **The tenderer should quote the rates separately for Ex-servicemen from Army/Navy/Air Force or Para-military forces C.R.P.F, B.S.F, I.T.B.P, C.I.S.F. etc. and trained civilian guards mentioning the ratio available with them** without which the tender shall be liable to be rejected.
7. The tenderer will take all precautions that all persons engaged by him to provide security to the Campus are highly disciplined, courteous, civil, sober, honest and free from any virulent or contagious disease (s). The University may ask the tenderer to produce (a) Medical Fitness Certificate from authorized Medical Officer and (b) Character Certificate from Police for all persons engaged by the tenderer in performance of contract. The University may require the tenderer to remove and replace any person engaged by the tenderer, at its discretion.
8. An Earnest Money in the form of Demand Draft only amounting to Rs. 2,00,000/- (Rupees Two Lakh only) pledged in the name of Registrar, SMVDU is required to be delivered by post or submitted by hand to the office of Registrar SMVDU Kakryal, by or before the last date and time of submission of bids, without which the tender submitted by the firm(s) shall be rejected. EMD of the unsuccessful Tenderers shall be refunded immediately after finalization of tender / contract whereas the EMD of the successful Tenderer will be treated as Security Deposit. However, the EMD of successful Tenderer who, after award of the contract, fails to provide the services within the time limit (provided for starting the requisite services) shall be forfeited. The scanned copy of the demand draft is also to be uploaded online along with bids.

9. The successful tenderer will be required to furnish an additional Security Deposit amounting to Rs.3,00,000/- (Rupees Three Lakh only) in the form of D.D. only for the due fulfillment of the contract for Security services. No interest will be given on the Security deposit. The Security deposit shall be furnished within seven (07) days of award of the contract. Any penalty / fines / compensation due from the tenderer will be deductible from the Security deposit. The security deposit subject to deductions will be refunded two months after termination or expiry of the contract / agreement. However, the Security Deposit of the successful tenderer shall be forfeited in case he / she fails to execute the contract after the award of contract.

10. If there arises any dispute relating to contract / agreement, the same shall be referred to Arbitration by the Hon'ble Vice Chancellor of the University, whose decision shall be final and binding on both the parties i.e. University and the Contractor. The Arbitration proceedings shall be conducted in accordance with the Arbitration & Conciliation Act as amended from time to time.

11. In case of any default or deficiencies of services provided by the tenderer, the alternate arrangement will be made by the University at the risk & cost of the tenderer.

12. If, in the opinion of the University, there is any defect or deficiency in the service or performance of Contract Agreement, the University may terminate the contract or impose fine on the tenderer on each such occasion. Such fines will be deductible from the payment due to the contractor or security deposit as the case may be.

13. If even after the award of contract, information / facts submitted by the tenderer are found misleading/incorrect/false etc., SMVDU reserves the right to disapprove the contract.

14. The successful tenderer shall have to execute an agreement on non-judicial stamp papers of requisite denomination within a week of the receipt of award / contract letter which shall be guiding document for operation of Security services contract.

15. The rates approved under the contract / agreement shall be valid for a period of 12 months from the date of award of contract provided that the contract may be extended by mutual consent for a further period as may be decided.

16. Tender document can be downloaded from the e-tendering website <http://jktenders.gov.in> or the university website www.smvdu.ac.in by or before the last date and time of downloading mentioned in the table above. The payment of Rs.1000/- (Rupees One thousand only) (Non-refundable) in the form of Demand Draft on the name of Registrar, SMVD University payable at Jammu is to be paid as tender fee. The demand draft is to be delivered by post along with the EMD amount and a scanned copy of the same is also to be uploaded online. Tenders received without payment of cost of tender and EMD shall be summarily rejected.

17. The successful tenderer who may be awarded the contract for security services subject to fulfillment of all other formalities should be able to provide the requisite security personnel **within a period of 10 days** from the date of award of contract failing which the contract may be awarded to the next lowest / suitable tenderer.

18. In case of expiry of the term of the contract / agreement so allotted in favour of a successful / suitable tenderer, the service provider shall not withdraw the security personnel provided by him at his own until he is informed of the same in writing by the SMVDU to do so.

19. The tenders shall be opened online by the Committee constituted for the purpose in the presence of the tenderers / their authorized representatives, who may wish to be present at the time of opening of the tenders.

20. In case of any incomplete document / information submitted by the tenderer, his tender may be rejected without assigning any reason thereof.

21. All persons engaged by the contractor shall be comprehensively insured for accidents and injuries by the tenderer.

22. The tenderer shall fully comply with all applicable laws, rules and regulations relating to P.F. Act, Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act and such other Acts or Laws, Regulations passed by Central, State and Local Govt. Agency or Authority.

23. The tenderer / contractor shall obtain Adequate Insurance Policy in respect of his Security personnel engaged by it towards meeting the liability of compensation arising out of injury / disablement / death at workplace. The contractor shall issue ESI e-pehchan cards to the Security personnel within two months after the award of contract.

24. The tenderer shall not assign, sub-contract or sublet the whole or any part of the contract if so allotted to him.

25. That two sets of uniforms (both winter & summer) shall be issued by the tenderer to the persons provided by him / her for Security / watch & ward in the Campus along with necessary Security equipments including torches & visitor books etc. The decision of the Chief Security Officer, SMVDU for the dress colour / code of Security personnel & issue of Security equipment / material etc. shall be binding on the tenderer.

26. Barrack type accommodation will be provided to the Security Guards & one single room for Security Supervisors by the SMVDU in the Campus as per availability and in case of non-availability of accommodation within the Campus, the alternate arrangement shall have to be made by the concerned firm at his own expenses.

27. In the event of any loss being occasioned to the SMVDU on account of any negligence of the Security agency / Contractor's employees provided to the SMVDU, the Contractor shall make good of the loss sustained by the SMVDU either by replacement or on payment of adequate compensation as assessed / claimed by the SMVDU.

28. All the Security personnel to be provided by the tenderer **should be either Ex-servicemen of Army / Para-military Forces with good service record. However, trained civilian guards shall also be accepted for their deployment as Security personnel at SMVDU Campus as per breakup given in Annexure-A. It is obligatory to provide the services of well trained Security guards i.e. Ex-servicemen / Retired from Army/Navy/Air Force or persons who have retired from Central Para-military forces (C.R.P.F, B.S.F, I.T.B.P, C.I.S.F., etc.) and remaining well trained civilians.** Besides, all the Security personnel should be well trained & healthy & below the age of 60 years. However, the SMVDU reserves its right to ask the tenderer to replace any or all unsuitable Security personnel at any time during the Security services contract.

29. The tenderer shall provide at least 2-4 cycles and one motorbike so as to facilitate quick patrolling by the Security personnel deployed in the Campus. The contractor shall also provide necessary security equipments viz torches, whistles, danda etc and necessary stationary for maintaining logs at various points/locations.

30. The tenderer shall abide by all Laws of the land including Labour Laws, Company's Act, Tax Deduction Liabilities, Welfare Measures of its workers / employees & all other obligations that enjoin

in such cases & are not essentially enumerated & defined herein, though any such onus shall be the exclusive responsibility of the tenderer, it shall not involve the SMVDU in any way whatsoever.

31. The tenderer shall contribute & deduct equivalent amount from the basic wage per head of the Security personnel provided by him along with Statutory charges as Provident Fund contribution on the rate applicable for compliance with various Statutory obligations related to PF. SMVDU shall not be liable for any liability past or otherwise & no claim for the same shall be made by the tenderer to the SMVDU in this regard. The contractor shall allot universal account nos. and provide electrically generated statements (ECR) to security personnel depicting PF credited to their accounts.

32. Liability / Responsibility in case of any accident causing injury / death of any worker shall be of the tenderer.

33. The tenderer will have to abide by the rules & regulations and conduct as decided by the University authorities.

34. The University reserves the right to accept / reject, at any stage of the process, any or all tenders submitted in response to this invitation for Tender, and / or to modify the process at any time without assigning any reason whatsoever and without any obligation or liability whatsoever.

35. The University reserves the right to shortlist the tenderers as per the requirement of the University and to allot security services contract to the tenderer, it deems eligible and qualified based on the responses received, and the decision of the University in this regard shall be final.

36. Any legal dispute shall be subject to the jurisdiction of Jammu District Courts only & no other Court shall have the jurisdiction.

37. The detailed requirement of Security personnel is shown in the **Annexure-B** to these terms & conditions which may increase or decrease as per actual requirement of the University.

38. The successful tenderer shall have to execute an Agreement with the University for due fulfillment of the contract within seven (07) days from the date of allotment.

39. The contractor shall provide location wise SoPs, typed in Hindi and English and laminated, to the Security guards, which should be followed in letter and spirit.

40. In case any of the worker deployed by the outsourcing agency/firm goes on leave or remains absent, it shall be the responsibility of the outsourcing agency/firm to provide alternate manpower in his/her place so that the work does not suffer. In case the outsourcing agency/firm fails to provide the same, it shall be penalized and have to pay 1.5 times the wages of that worker to the University for the days on which the worker(s) remains absent without any alternate arrangement in his/her place.

42. The selected firm shall be obligated to ensure top quality turnout of personnel deployed. The University shall carry out surprise checks / inspections in this regard and any slackness / indiscipline / misbehaviour / poor turnout / non-obedience of instructions of Chief Security Officer / University authorities shall attract a penalty; at the sole discretion of Hon'ble Vice Chancellor, SMVDU per incident. In case number of such incidents being more than a reasonable limit in the opinion of SMVDU, the Contract shall be liable to be terminated without any notice or payment due thereof.

43. The monthly payment shall be made by the Contractor to its Security Personnel by or before 5th of every month in their individual bank accounts and the record of money transferred is to be enclosed with the monthly bill. The reimbursement of the monthly payment to the Contractor shall be made by the SMVD University within seven (07) working days approximately after submission of the bill in

duplicate duly verified by the Chief Security Officer, SMVD University, alongwith records of attendance, payment made to the security staff, P.F. deposit receipt and proof of Insurance.

44. The mode of submitting the Tender in two bid format shall be as under:

(i) **Online Bid Submission** – Technical and Financial bids complete in all respects, as per annexed proforma, must be uploaded at the aforesaid portal, as per stipulated dates and times mentioned in the table.

(ii) **Offline Bid Submission** – Hard copies of the Technical bids along with all supporting documents and enclosures should also be delivered by post to the office of Registrar SMVDU Kakryal by or before the last date and time of opening of technical bids online, for proper scrutiny of the documents by the tender opening committee. However, the documents which are not uploaded on the portal but submitted offline only shall not be considered.

(iii) Financial bids of only those agencies shall be considered, whose technical bids are complete in all respects and qualify the criteria as per tender document. The technical bid shall also be accompanied by the Demand Drafts of Earnest Money amounting to Rs. 2,00,000/- (Rupees Two Lakh only) and cost of tender amounting to Rs. 1000/- (Rs. One thousand only) in separate envelopes, super subscribing as **Tender fee / EMD**. The Technical Bid and the supporting documents in proof thereof shall be sealed and submitted in a separate envelope super subscribed as “**Technical Bid for Providing Security Services**”.

45. The tenders uploaded / received after due date, time and place mentioned above shall not be entertained under any circumstances.

No. SMVDU/Admin/Sec/2021/40
Dated: 15.03.2021

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Registrar
SMVD University
Kakryal, Katra

Annexure-B**Deployment Details of Security Personnel in SMVD University**

S. No.	Rank	Place of Deployment	Shift Wise Duties	No. of Personnel
1	Security Supervisor	Overall Supervision (1 at Main Gate)	Day & Night	3
2	Gunman & Security Guard	V.C Residence	8 AM to 4 PM 4PM to 12 AM 12 AM to 8 AM	6
3	Gunman & Security Guard	Main Gate No. 1	8 AM to 4 PM 4PM to 12 AM 12 AM to 8 AM	12
4	Security Guard	Vaishnavi Girls Hostel & Extension Block	8 AM to 4 PM 4PM to 12 AM 12 AM to 8 AM	3
5	Security Guard	Shivalik Girls Hostel A & B Blocks & Hostel Parking	8 AM to 4 PM 4PM to 12 AM 12 AM to 8 AM	6
6	Security Guard	V.C Road Barrier/MAC	8 AM to 4 PM 4PM to 12 AM 12 AM to 8 AM	3
7	Security Guard	Campus Patrolling	8 AM to 4 PM 4PM to 12 AM 12 AM to 8 AM	6
8	Security Guard	B & C Junction, A, B, C & D Block and Lecture Theatres	8 AM to 4 PM 4PM to 12 AM 12 AM to 8 AM	12
9	Security Guard	Central Library	8 AM to 4 PM 4PM to 12 AM 12 AM to 8 AM	3
10	Security Guard	Helipad Road	8 AM to 4 PM 4PM to 12 AM 12 AM to 8 AM	3
11	Security Guard	Adm Block	8 AM to 4 PM 4PM to 12 AM 12 AM to 8 AM	3
12	Security Guard	Auditorium	8 AM to 4 PM 4PM to 12 AM 12 AM to 8 AM	3
13	Security Guard	SoALD + Parking	8 AM to 4 PM 4PM to 12 AM 12 AM to 8 AM	3
14	Security Guard & Gunman	Gate No. 2	8 AM to 4 PM 4PM to 12 AM 12 AM to 8 AM	6
15	Security Guard	Trikuta, Kailash, Nilgiri & Vindhyachal Hostel	8 AM to 4 PM 4PM to 12 AM 12 AM to 8 AM	15
16	Security Guard	Level 3-A, 3-B & Level-IV Residence	8 AM to 4 PM 4PM to 12 AM 12 AM to 8 AM	6
17	Security Guard	Guest House & Level .I (01) & Wicket Gate	8 AM to 4 PM 4PM to 12 AM 12 AM to 8 AM	3
18	Security Guard	Leave Reserve	----	7
19	Security Guard	Basohli Boys Hostel AB & CD Blocks	8 AM to 4 PM 4PM to 12 AM 12 AM to 8 AM	3
20	Security Guard	Residential Gate	8 AM to 4 PM 4PM to 12 AM 12 AM to 8 AM	3
21	Security Guard	Central Workshop	8 AM to 4 PM 4PM to 12 AM 12 AM to 8 AM	3
22	Gunman	Boys & Girls Hostel Areas	10 PM to 6 AM	3
Total				115

Breakup: Supervisors-3, Armed Guards-15, ESM Guards-31 & Civilian Guards-66 (Male-57 & Female-9).

Annexure-C

Technical Bid

The tenderer shall furnish the following information with documentary evidence wherever required. This data shall be submitted without fail in the technical bid only and not otherwise.

Name of the Firm: M/s _____

S. No.	Particulars
1.	Operational experience in similar environment like Govt. offices, Universities, Industrial Sector, hotels of repute etc. duly supported with documentary proof.
2.	Number of security personnel deployed by the firm as on date.
3.	Maximum number of security personnel deployed by the firm any point of time during the last three years.
4.	Details about the registration with the Govt. Labour Department.
5.	List of qualified and professional manpower already available with the Firm in all categories.
6.	Annual turnover of the Firm for the last three years as per balance sheet, profit & loss account, a copy whereof to be enclosed.
7.	Income tax return for the last three years alongwith a copy of PAN card.
8.	Details about the registration of the firm.
9.	GST Registration Certificate.

**(Copies of documentary proof may be furnished in support of the above)
Additional pages may be used, if needed.**

For & on behalf of M/s _____
(Authorized Signatory)

Name _____

FORMAT FOR FINANCIAL BID

1. Name of Tenderer: _____

2. Details of Earnest Money Deposit of Rs. 2,00,000/-

(a) Demand Draft No. _____ (b) Name of Issuing Bank: _____

3. Quoted rates for the requisite Security Services Manpower:

S.No.	Component of Rate	Civilian Guards	ESM Guards
		Rate (per person per month) (in Rs.)	Rate (per person per month) (in Rs.)
A	Basic Wages (as per Minimum Wages Act applicable in the Union Territory of J&K)*		
B	Less PF Deduction @ 12% of Basic Wages towards Employee's Share		
C	Less Employee's State Insurance @ 0.75% of the Basic Wages (Employee's Share)		
D	Amount after deduction (A-B-C)		
E	Other Allowances: Allowance		
F	Inhand Wages to be deposited in the individual Bank A/c of the workers by Agency. (D+E)		
G	Statutory Contributions: (i) PF @ 12% of Basic Wages towards Employee's Share [as deducted at (B) above]. (ii) PF @ 12% of Basic Wages towards Employer's Share (iii) Adm. Charges @ 0.5% of EPF Wages. (iv) EDLI @ 0.5% of EDLI Wages (v) Employee's State Insurance @ 0.75% of the Basic Wages (Employee's Share) (vi) Employee's State Insurance @ 3.25% of the Basic Wages (Employer's Share)		
H	Total: G (i) + (ii) + (iii) + (iv) + (v) + (vi) ** The Statutory Contributions as at (G) above shall be reimbursed after deposit and production of proof thereof on monthly basis.		
I	Service Charges (Agency Charges)		
J	Total (F + H + I)		
K	GST extra as applicable		
L	Grand Total (J + K)		

S.No.	Component of Rate	Armed Guards	Supervisors
		Rate (per person per month) (in Rs.)	Rate (per person per month) (in Rs.)
A	Basic Wages (as per Minimum Wages Act applicable in the Union Territory of J&K)*		
B	Less PF Deduction @ 12% of Basic Wages towards Employee's Share		
C	Less Employee's State Insurance @ 0.75% of the Basic Wages (Employee's Share)		
D	Amount after deduction (A-B-C)		
E	Other Allowances:		
F	Inhand Wages to be deposited in the individual Bank A/c of the workers by Agency. (D+E)		
G	Statutory Contributions: (i) PF @ 12% of Basic Wages towards Employee's Share [as deducted at (B) above]. (ii) PF @ 12% of Basic Wages towards Employer's Share (iii) Adm. Charges @ 0.5% of EPF Wages. (iv) EDLI @ 0.5% of EDLI Wages (v) Employee's State Insurance @ 0.75% of the Basic Wages (Employee's Share) (vi) Employee's State Insurance @ 3.25% of the Basic Wages (Employer's Share)		
H	Total: G (i) + (ii) + (iii) + (iv) + (v) + (vi) ** The Statutory Contributions as at (G) above shall be reimbursed after deposit and production of proof thereof on monthly basis.		
I	Service Charges (Agency Charges)		
J	Total (F + H + I)		
K	GST extra as applicable		
L	Grand Total (J + K)		

We affirm that we have read and fully understood the nature of job and the terms & conditions relating to this tender and agree to abide by the same.

In case of selection of our firm for providing Security Services to the SMVDU, we will execute an Agreement with the SMVDU within a period of seven (07) days from the date of Award of Contract and shall also deploy the requisite manpower within a period of ten (10) days from the date of Award of Contract, if issued by the University and that we shall also be bound by all such terms and conditions laid therein or which might be subsequently incorporated in the Agreement to be signed by us.

If we contravene any one of the conditions of the Agreement, we shall not have any objection to the forfeiture of our Earnest Money Deposit and Security Deposit alongwith extinguishing of our right to continue the assignment entrusted to our firm.

For & on behalf of M/s _____
(Authorized Signatory)

Name _____

*** The Basic Wages shall be subject to revision as may be notified by the Government alongwith consequential Statutory Deductions/Contributions.**

Annexure -E

AGREEMENT

(To be executed on non-judicial stamp paper by the successful bidder)

This Deed of Agreement is executed on this ____ day of _____, between Shri Mata Vaishno Devi University, Kakryal, Katra-182320 (J&K) herein after called the "SMVDU" the Party of the First part on one hand and _____ herein after called the "Contractor" the Party of the Second part. The expression Party of the First part, SMVDU and Party of the Second Part, Contractor shall include their representatives, Administrators, assignees or heirs.

TITLE OF THE CONTRACT: FOR PROVIDING SECURITY SERVICES AT SHRI MATA VAISHNO DEVI UNIVERSITY, KAKRYAL, KATRA-182320 (J&K).

WHEREAS, SMVDU is desirous of hiring the services of Security Personnel at the SMVDU Campus, Kakryal (Katra).

AND WHEREAS vide letter no. _____ dated _____, the Award of Contract has been allotted in favour of _____ and the firm has agreed to do the work and provide the services subject to the terms and conditions of the Contract.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE IN UNDER AS FOLLOWS:

1. This agreement shall come into force w.e.f. _____ and shall remain in force for a period of one year but can also be terminated in accordance with the Terms & Conditions of the Contract. However, the SMVD University shall have the right to terminate the Contract forthwith and to forfeit the Security Deposit and Earnest Money Deposit, if the services rendered by the Contractor are found to be unsatisfactory.
2. In consideration of the payment to be made to the Contractor as provided in the Letter of Award of Contract, the Contractor shall provide the services of the Security Personnel in accordance with the accepted terms and conditions of the Letter of Award of Contract (**Annexure-1**), which shall be read and construed as forming part of this Agreement on the part of both the parties respectively.
3. That the Terms and Conditions as provided in the Notice Inviting Tender (**Annexure-2**) shall also be read and construed as forming part of this Agreement on the part of both the parties respectively.
4. That pro-rata increase in minimum wages (category-wise) and other Statutory deductions/taxes shall be allowed by the party of First Part (SMVDU) to the Party of Second Part (Contractor) upon its revision by the Govt. or any other Statutory authority during the period of Contract and in case of deduction in any of the Statutory Taxes, etc., the same shall also be deductible on pro-rata basis from the monthly payments of the Contractor.
5. That in the event of any doubt or dispute arising between the parties hereto in respect of or touching of these presents or for determination of their or any of their duties rights, claims, obligations or liabilities during the continuance of this Agreement or thereafter, the same shall be referred to the arbitration by sole Arbitrator to be appointed by the Hon'ble Vice Chancellor of the SMVDU. The arbitration would be conducted and governed by and under the provisions of

Arbitration & Conciliation Act, as amended from time to time. Any legal dispute shall be subject to the jurisdiction of Jammu District Courts only and no other Court shall have the jurisdiction.

IN WITNESS WHERE OF the parties hereto have signed this Agreement in the presence of the witness on this ____ day of _____, _____.

SIGNED AND DELIVERED BY THE NAMED FOR AND ON BEHALF OF THE SHRI MATA VAISHNO DEVI UNIVERSITY.

IN THE PRESENCE OF THE WITNESSES:

1. _____

2. _____

For Shri Mata Vaishno Devi University, Kakryal, Katra

SIGNED AND DELIVERED BY THE NAMED FOR AND ON BEHALF OF THE

M/S _____.

IN THE PRESENCE OF THE WITNESSES:

1. _____

2. _____

For M/s _____
