

# ललित नारायण मिथिला विश्वविद्यालय,

कामेश्वरनगर, दरभंगा।

पत्र प्रारूप अनुमोदनाथ

निविदा सूचना

ल0 ना0 मिथिला विश्वविद्यालय परिसम्पत्तियों की सुरक्षा एवं सम्यक विधि व्यवस्था बनाये रखने हेतु सेवा निवृत्त फौजी/प्रशिक्षित सुरक्षा कर्मियों को रखने हेतु सीलबन्द लिफाफा में निविदा आमंत्रित करती है। विधिवत् निबंधित वैसी सुरक्षा एजेन्सी जिसे अपने कार्य क्षेत्र में विगत 10 (दस) वर्षों का अनुभव प्राप्त हो, वे अपने सारे प्रमाण – पत्रों के साथ उपर्युक्त कार्य हेतु अपना आवेदन निविदा प्रपत्र को भरकर सभी कागजातों के साथ कुलसचिव, ल0 ना0 मिथिला विश्वविद्यालय, दरभंगा में दिनांक 31.10.2017 को अपराह्न 4 : 30 PM तक जमा कर सकते हैं। **Tender Document** मो0 1000/- रुपये (एक हजार) रुपये के बैंक ड्राफ्ट (जो कुलसचिव, ल0 ना0 मिथिला विश्वविद्यालय, दरभंगा को देय होगा) जमा करके भू-सम्पदा (**Estate Office**) से प्राप्त किया जा सकता है। **Tender Document** विश्वविद्यालय के **Website lnmu.ac.in** से भी **Download** किया जा सकता है। **Downloaded Tender Document** के लिए अलग से मो0 1,000/- (एक हजार) रुपये का बैंक ड्राफ्ट (**In favour of Registrar, LNMU, Darbhanga**) आवेदन के साथ जमा करना आवश्यक होगा। आवेदन में विभिन्न कोटि की सेवा वास्ते अलग – अलग दर उद्धृत करेंगे। सेवा प्राप्त सैनिक ( **Ex Serviceman** ) को प्राथमिकता दी जायगी। सुरक्षा बल की संख्या को आवश्यकतानुसार बढ़ाया या घटाया जा सकता है।

विभिन्न कोटि के सुरक्षा कर्मियों की सेवा जिसको विश्वविद्यालय की आवश्यकता है, विवरण निम्न प्रकार है :-

क0 सं0	सुरक्षा कर्मी	संख्या	कोटि	योग्यता	कार्यावधि
1.	सुरक्षा सुपरवाइजर	03	अतिकुशल	अवकाश प्राप्त सैनिक	8 घंटा
2.	बन्दूक धारी सुरक्षा कर्मी	08	अतिकुशल	प्रशिक्षित/अवकाश प्राप्त सैनिक	8 घंटा
3.	सुरक्षा कर्मी (पुरुष),	43	कुशल	प्रशिक्षित/अवकाश प्राप्त सैनिक	8 घंटा
4.	सुरक्षा कर्मी (महिला),	02	कुशल	प्रशिक्षित/अवकाश प्राप्त सैनिक	8 घंटा
				<b>56 ( छप्पन ) सुरक्षा कर्मी</b>	

प्राप्त निविदा दिनांक 02.11.2017 को 03:30 PM में कुलसचिव के कार्यालय कक्ष में निविदा खोलन हेतु गठित समिति के समक्ष खोली जायगी, जिसमें निविदाकर्ता या उनके द्वारा प्राधिकृत व्यक्ति भाग ले सकते हैं।

## सामान्य शर्तें :

- (1) विश्वविद्यालय द्वारा अपने श्रमिकों को दिये जाने वाले परिश्रमिक **Minimum Wage Act** के अनुसार देय होगा। परिश्रमिक **Minimum Wage Act** के अनुसार परिवर्तनीय होगा।
- (2) सभी प्रकार के प्रमाण – पत्रों की छाया प्रति स्व अभिप्रमाणित होनी चाहिये।
- (3) तकनीकी एवं वित्तीय निविदाएँ अलग – अलग लिफाफे में देना अनिवार्य होगा तथा लिफाफे के उपर **स्पष्ट अक्षरों में तकनीकी अथवा वित्तीय उल्लेखित होना अनिवार्य है।** तकनीकी तथा वित्तीय निविदा को एक बंद मुहरबन्द लिफाफे में बन्द कर निबंधित डाक/स्पीड पोस्ट द्वारा कुलसचिव, ल0 ना0 मिथिला विश्वविद्यालय, दरभंगा के कार्यालय में दिनांक 31.10.2017 को 04:30 PM तक पहुँच जानी चाहिये। कुरियर या स्वयं द्वारा दिया गया निविदा अथवा निर्धारित समय सीमा के पश्चात् प्राप्त निविदा पर विचार नहीं किया जायेगा।
- (4) निविदा के साथ EMD के रूप में मो0 50,000/- रुपये का राष्ट्रीयकृत बैंक का बैंक ड्राफ्ट (DD) जो कुलसचिव, ललित नारायण मिथिला विश्वविद्यालय, दरभंगा को देय होगा, संलग्न करना आवश्यक होगा।
- (5) किसी भी निविदा को बिना कारण बताये रद्द/निरस्त करने का अधिकार समिति को सुरक्षित रहेगा। अपेक्षित (requisite) संख्या में निविदा प्राप्त नहीं होने पर विश्वविद्यालय के हित में निविदा के किसी शर्त को सिथिल किया जा सकता है।
- (6) असफल निविदा दाताओं को अग्रधन (EMD)की राशि वापसी योग्य होगा।
- (7) सफल निविदा दाता के चयन के पश्चात् ल ना0 मिथिला विश्वविद्यालय, दरभंगा से कम – से – कम 01 (एक) वर्ष के लिये एकरारनामा कराना होगा जो आपके कार्य कुशलता

को देखते हुये पुनः अगले दो वर्षों के लिए विस्तारित किया जा सकता है। कार्य संतोषप्रद नहीं होने की स्थिति में दो माह पूर्व सूचना देकर एकरारनामा समाप्त किया जा सकता है।

(8) एकरारनामा हस्ताक्षर करने समय मो0 3,00,000/- रूपये (तीन लाख रूपये) का बैंक ड्राफ्ट Performance Security के रूप में जमा करना अनिवार्य होगा। EMD की राशि Performance Security में समायोजन योग्य होगा।

(9) चयनित निविदा दाता (एजेन्सी) को इस निविदा प्रपत्र के साथ संलग्न Agreement Format में Stamp Paper पर Agreement करना आवश्यक होगा।

(10) निविदा दाता को सुरक्षा कर्मियों को पोशाक ( ड्रेस कोड ), लाठी, टॉर्च, पहचान – पत्र आदि मुहैया करानी होगी।

(11) संतोषप्रद व्यवस्था एवं कार्य नहीं करने पर निर्धारित सुरक्षित राशि विश्वविद्यालय द्वारा जब्त कर काली सुची में दर्ज करने की कार्रवाई की जायगी।

**(12) इस निविदा प्रपत्र के साथ तीन ANNEXURE संलग्न है। इन तीनों ANNEXURES को पूर्णतः भरकर जमा करना आवश्यक है। ANNEXURE - I एवं ANNEXURE –III एक लिफाफा (जिस पर Technical अंकित करना है) में रखना है।**

(13) किसी भी तरह के विवाद की स्थिति में न्यायिक अधिकार क्षेत्र दरभंगा एवं पटना होगा।

(14) सभी निविदा दाता को परामर्श दिया जाता है कि निविदा भेजने के पूर्व वे विश्वविद्यालय परिसर का भ्रमण कर परिसर की स्थिति तथा सेवा दी जाने वाली परिस्थिति से अवगत हो ले ताकि बाद में सेवा देने में उन्हें किसी तरह की कठिनाई नहीं हो।

## तकनीकी निविदा हेतु अनिवार्य शर्तें :-

- (1) निविदा के साथ 50,000/- ( पचास हजार ) रू0 का अग्रधन (EMD) बैंक ड्राफ्ट जो कुलसचिव ल0 ना0 मिथिला विश्वविद्यालय, दरभंगा के नाम से होगा, निविदा के साथ जमा करना होगा। जिस पर कोई ब्याज देय नहीं होगा। एकरारनामा हस्ताक्षरित होने के बाद कार्यादेश निर्गत किया जायगा और कार्यादेश में अंकित तिथि से कार्य प्रारम्भ करना आवश्यक होगा।
- (2) एजेंसी को प्राईवेट सिक्यूरिटी एजेंसी के संचालन हेतु P S R A के तहत बिहार प्राईवेट सिक्यूरिटी एजेंसी रूल 2011 के तहत गृह विभाग, बिहार सरकार के द्वारा निर्गत वैध लाइसेंस की स्वअभिप्रमाणित छाया – प्रति संलग्न करना अनिवार्य होगा। यह लाइसेन्स अद्यतन नवीनीकृत होना चाहिये।
- (3) निविदा देने वाले एजेंसी को किसी सरकारी उपक्रम में न्यूनतम 03 वर्षों में कम-से-कम... .. सेवा निवृत्त फौजी/गार्ड की सेवा प्रदान करने से सम्बन्धित कार्य अनुभव बिहार प्राईवेट सिक्यूरिटी एजेंसी रूल – 2011 में निबंधन के पश्चात् का होना चाहिये। इसके साक्ष्य के रूप में कार्यादेश की प्रति संलग्न करना आवश्यक होगा।
- (4) आयकर का पै नम्बर एव सेवा कर का निबंधन प्रमाण –प्रत्र की स्वअभिप्रमाणित छाया – प्रति संलग्न करना आवश्यक होगा।
- (5) विगत तीन वर्षों का वार्षिक टर्न ओवर न्यूनतम 1.5 (डेढ़ ) करोड रूपये प्रतिवर्ष मान्य होगा ( पिछले तीन वर्षों का ऑडिट रिपोर्ट संलग्न होनी चाहिए। )
- (6) निविदा दाता को सरकार के किसी विभाग/किसी सरकारी उपक्रम के द्वारा काली सूची में नहीं डालने सम्बन्धी मजिस्ट्रेट के समक्ष दायर शपथ – पत्र की मूल प्रति संलग्न करना अनिवार्य होगा।
- (7) संस्थान का बिहार में निबंधित भविष्य निधि (EPF) एवं (ESIC) का निबंधन – प्रमाण – प्रत्र की स्वअभिप्रमाणित छाया – प्रति संलग्न कराना आवश्यक होगा।
- (8) निविदा दाता को कंपनी/गैर सरकारी संगठन/साझेदारी फर्म/ प्रतिष्ठान का सम्बन्धित कानून के तहत पंजीकृत होने का प्रमाण – प्रत्र की छाया – प्रति संलग्न करना अनिवार्य होगा।
- (9) निविदा दाता को विगत 3 (तीन) वर्षों का अद्यतन In Come Tax Return एवं सेवा कर की विगत 2 (दो) वर्षों का दाखिल रिटर्न की स्वअभिप्रमाणित छाया – प्रति निविदा के साथ संलग्न करना आवश्यक होगा।

  
कुलसचिव

**ANNEXURE -I**  
**Technical Bid with check list**

The Bidders are advised in their own interest to ensure that the following points/aspects/conditions have been complied with in their offer failing which the offer is liable to be rejected.

**Name & registered address of the agency/firm/company:-**

Sl. No.	Particulars	To be filled by bidder	Page reference in the offer
1	Legal status – individual/proprietor/ partnership firm/limited company/ corporation/ co-operative society etc.		
2	<ul style="list-style-type: none"> <li>• Name Designation and telephone Nos of the contact person/persons</li> <li>• Fax No.</li> <li>• Email Id</li> </ul>		
3	<ul style="list-style-type: none"> <li>• Month &amp; Year of commencement of service business</li> </ul>		
4	<ul style="list-style-type: none"> <li>• Whether the agency has 10 years of experience in the field</li> </ul>		
5	<p>(a) Have you valid licence under Bihar Private Security Agency Rules -2011 (made under section 25 of the Private Security Agency (Regulation Act 2005) PSARA-2005.</p> <p>(b) Whether your this licence has been renewed update. If renewed licence is not attached, offer is liable to be rejected.</p> <p>(c) Whether you have experience of at least three years for providing security services after registration under Bihar private security Agency Rule 2011.</p>		
7	<b><u>Statutory Details</u></b>		
	(a) Reg. No. Of firm (as per shop and establishment Act)		

	<p>(b) Reg No. under contract Labour Act.</p> <p>(c) Reg No. under Labour Welfare Act</p> <p>(d) PAN No.</p> <p>(e) GST Reg No.</p> <p>(f) Registration under Director General Resettlement (Ministry of Defence) i.e. DGR No. Photo copy must be attached otherwise your offer will be rejected.</p>		
8	Experience in work of providing security services. Particulars of experience (Attach certificate/ work orders)		
9	Please attach copy of Income Tax Research of last three years		
10	Please attach profit & loss A/c and balance sheet of the company duly certified by Chartered Accountant for last three years.		
11	Are you governed by minimum wages rules of the Govt. If yes please give details.		
12	Registration certificate of EPF & ESIC		
13	Minimum turnover of Rs. 1.5 crore per year. Attach Audit report of last three years.		
14	EMD of Rs. 50,000/- in the shape of Bank Draft of Nationalised Bank in favour of Registrar, LNMU, Darbhanga.		
15	Original copy of Affidavit before Magistrate to the effect that the Agency/tenderer or has not been blacklisted by any department/undertaking of the Govt.		
16	Notarised copy of power of attorney to the signatory who has signed the bidding documents.		

N. B. :- Self attested photocopy of all the above documents must be attached to the bid.

**Signature of the Bidder with stamp**

## **ANNEXURE -II**

### **Financial Bid**

Financial Bid must be filled up in following template :-

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	
Sl. No.	Type of Security Guard	Wages per day per guard for 8 (eight) hours as per minimum wages Act of Bihar Govt.	EPF on (A) .....	ESI on (A) .....	Service Charge .....	Total (A +B +C + D)	GST including cess of Swachahha Bharat	Total (E + F)
		(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)
1.	Security Supervisor Ex-Service Man (Highly Skilled)							
2.	Gun Man Trained security guard (Highly Skilled)							
3.	Male security guard with stick/cane ( Skilled)							
4.	Female security guard with stick/cane (Skilled)							

**Signatures of authorized signatory**

Name \_\_\_\_\_

Designation \_\_\_\_\_

Seal:



**ANNEXURE -III**

**Declaration by the Bidder**

This is to certify that I/We before signing this tender have read and fully understood all terms & conditions contained in the tender document and undertake myself/ourselves to abide by them.

**Signature of the Bidder**

**Name of the Bidder**

**Address with Seal**

**AGREEMENT FOR SECURITY SERVICES**

This agreement made and entered into at Darbhanga on ----- Day of October month of Christian Era Two thousand seventeen (2017) between.

L.N. Mithila University, Darbhanga (Bihar) hereafter known as University (as the first part)

**AND**

Name of the service provider with full address :-

.....  
.....  
.....

hereafter known as service provider (which impression shall unless it be repugnant to the context or meaning there to mean and include its evaluators, administrator legal representatives, successor/s and or nominee/s of the second part.)

The first party and second party in consideration of hiring of security services and providing security services agrees to following terms & conditions.

Whenever the word 'University' in used it will mean University Administration/University office/University premises as per context.

**WHEREAS** the Service Provider is doing business of providing safety, surveillance and security services viz., providing well managed & trained guard force strictly adhering to safety standards & norms. The Service Provider is committed to highest levels of ethics, honesty and integration and dedication for providing safe, reliable and efficient services for protecting person & property of UNIVERSITY through watchman, Armed Guards (Gun man) {hereinafter referred to as Security Personnel} through its own personnel and on the assurance given by them that they will be able to provide the required number of trained Security Personnel at the site/location as desired by UNIVERSITY and as may be mutually agreed from time to time between the parties in accordance with the terms and conditions of this agreement in the manner hereinafter appearing

- 1) The Service Provider is committed to recruit and provide qualified, experienced, well-trained, physically & mentally fit personnel in accordance with the University's standard, with basic training , safety

procedures, fire fighting practices and weapons handling etc for UNIVERSITY,

- 2) The Service Provider shall ensure that, the Security Personnel deployed at the UNIVERSITY shall be in good health, shall have proper eyesight and shall not have any medical problems which may endanger his life and the life of the other UNIVERSITY employees appointed at the said location. The Service Provider shall ensure that, the Security Personnel deployed at the UNIVERSITY shall be entirely responsible for the stock of the commodities stored at the said location. To ensure such safety, the Service Provider shall, before deploying any employee in the premises, shall have him medically examined by a registered medical practitioner at its own cost and expenses and produce a certificate from him certifying that the said employee is medically fit. It is further agreed that without such medical certificate, UNIVERSITY shall not permit any such Security Personnel to work in its premises. It is further agreed that UNIVERSITY may, from time to time, call upon the Service Provider to have all or any of its Security Personnel examined.
- 3) The Service Provider shall uphold the strictest disciplinary standards for all their personnel and any transgressions are dealt with immediately, and to the fullest extent that the law allows.
- 4) The Service Provider shall provide uniforms, issue identity cards bearing the name of the Service Provider to the Security Personnel and shall provide an authority letter to the Security Personnel and the Security Personnel shall carry the same when they are on duty at the UNIVERSITY.
- 5) The Service Provider shall be absolutely responsible for security of premises, property (moveable/immovable), University personnel and safety of visitors of UNIVERSITY.
- 6) The Service Provider shall evaluate UNIVERSITY existing security structure and accordingly perform its activities in most efficient manner
- 7) The Service Provider shall deploy such number of Security Personnel for each location as specified by UNIVERSITY. The security personnel shall be performing their duties in 3 shifts of 08 hour each. The timings of the

shift may be decided by UNIVERSITY depending on the circumstances and after due consultation with the Service Provider.

- 8) Whenever any Security Personnel goes on leave, the Security Agency will arrange for a suitable replacement immediately.
- 9) The Security Personnel are required to mark their attendance in the manual registers maintained at the UNIVERSITY locations. After end of the month the service provider is required to submit bill alongwith a copy of the attendance sheet. Without proof of attendance no payment would be made.
- 10) The Service Provider shall fully guide, supervise and monitor the Security Personnel deployed in UNIVERSITY locations by its Security Supervisors.
- 11) Security Supervisors will inspect every location at least once every week during night to check the level of control exercised by Security Personnel. The Security Supervisors will take photographs of security personnel in the location during their inspection. The photographs will contain date and time stamp to identify the date the photographs are taken and send the photographs to UNIVERSITY along with their inspection report on weekly basis.
- 12) The Service Provider agrees & undertakes to provide compensation to UNIVERSITY for every dereliction of duty like unauthorised absence from duty, reporting to duty without uniform/lathi/whistle/name badge, sleeping during duty hours etc, reported by UNIVERSITY staff and the compensation amount shall be equivalent to the one day payment made to the Security Personnel concerned for every occurrence of such reporting.
- 13) If more than 2 such reporting of dereliction of duty is reported from the same location in the same month, UNIVERSITY reserves the right to cancel the arrangement in that location or take any action as the University deems fit.
- 14) The Service Provider shall ensure that the Security Personnel posted by him at the UNIVERSITY Campus observe discipline and good conduct. In the event of UNIVERSITY finding any Security Personnel not observing proper discipline and / or proper conduct and / or committing

misconduct, UNIVERSITY shall direct the Service Provider to forthwith withdraw such Security Personnel from the UNIVERSITY and upon UNIVERSITY directing the Service Provider to remove such Security Personnel, such personnel shall be forthwith removed and the decision of UNIVERSITY in this behalf shall be final.

- 15) The Service Provider shall also provide necessary proof of remittances of EPF ,Pension amount and ESIC for the previous month, along with their invoices for the current month to UNIVERSITY. Without such proof, the invoices may not be processed for payment.
- 16) That the Security Personnel deployed by the Service Provider shall be employees of the Service Provider.
- 17) The Service Provider shall not sub-contract this contract without the prior written permission of UNIVERSITY.
- 18) The Service Provider shall be solely responsible for payment of wages and all other dues payable or amenities to be provided under various statutes to its personnel deployed at UNIVERSITY. The Security personnel deputed at UNIVERSITY shall not be considered as employees of UNIVERSITY at any point of time and UNIVERSITY can not be held responsible for payment of any wages emoluments/benefits or other dues, if any, to the personnel of the Service Provider. The Service Provider shall maintain properly all record, registers and such other requirements as contemplated by the provisions of all the applicable statutes, Provident Fund Act, Employees State Insurance Act and Minimum Wages Act and all Rules framed under all the above statutes, and any other State and Local Act that might be applicable to the Service Provider.
- 19) No residential accommodation or reimbursements will be provided by UNIVERSITY for the Security supervising the Security Personnel.
- 20) The Service Provider shall be liable for all loss/ damage caused or occurred to UNIVERSITY at the location due to failure, negligence or slackness of the Security Personnel provided by the Service Provider. The Service Provider shall indemnify UNIVERSITY for any losses which UNIVERSITY may suffer due to the action/inaction/negligence/slackness of any Security Personnel of the Service Provider. The Service Provider

shall keep UNIVERSITY indemnified for all acts of omission/commission, fault, breaches and any claims, demands, liabilities, actions, proceedings, costs, charges, loss, injury compensation and expenses to which UNIVERSITY may be put up to or involved as a result of the Service Provider's failure, omission, negligence to fulfill any of its obligation hereunder and/ or Statutes and or bye laws or Rules and Regulations formed there under.

21) Subject to the **Limit of Liability**, shall indemnify and hold harmless the **UNIVERSITY** and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by **SERVICE PROVIDER** or any of its employees engaged in the provision of the Guarding Services to the **UNIVERSITY**.

22) **SERVICE PROVIDER** shall not be liable in any way whatsoever and the **UNIVERSITY** hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:

- a. resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
- b. consisting of, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to an act or the negligence or default of **SERVICE PROVIDER's** security personnel.

23) **SERVICE PROVIDER** will not be liable in any way whatsoever and the **UNIVERSITY** hereby expressly waives any right to any loss, injury, damage, cost or expense:

- a. resulting from theft/loss (other than by **SERVICE PROVIDER's** security personnel) of any moveable goods such as Keys, Laptop

Computers, Mobile Phones, CD Rom's, Hard Disks, Organisers or any other similar goods which are not specifically handed over to **SERVICE PROVIDER** in writing as part of the Assignment Instructions (Schedule I).

b. resulting from events caused by the acts of the **UNIVERSITY**, its employees or agents.

c. Howsoever caused, which is not caused as a direct result of any wrongful act, negligence or breach of contract by or on behalf of **SERVICE PROVIDER** in connection with the provision of the Guarding Services.

24) Without prejudice to above mentioned clauses and notwithstanding any other provision contained herein, SERVICE PROVIDER's total liability to pay damages in respect of any direct, verifiable loss or damage suffered by the UNIVERSITY or any third party as a direct result of any breach of contract, wrongful act or negligence by or on behalf of SERVICE PROVIDER in connection with the provision of the Guarding Services shall in no circumstances exceed the Limit of Liability.

25) The service provider shall have to deposit performance security for Rs. 3,00,000/- only (Three lac only) in the shape of Bank Draft which would be refunded to the service provider after completion/end of the contract obligations.

26) The parties agree that any legal action or legal proceeding arising out of or pertaining to this Agreement shall be adopted or instituted only in the competent Courts at Darbhanga and Patna.

27) The duration of the agreement will be initially for period of one year. However the same may be renewed for a further period of one year if performance of the Service Provider is found satisfactory by UNIVERSITY. The period of agreement may be extended maximum upto next two years after completion of first agreement period.

28) UNIVERSITY shall be at liberty to terminate this contract forthwith on the Service Provider or its Security Personnel committing breach of the terms and conditions of this agreement or where, the Service Provider is,

in the opinion of the UNIVERSITY incapable of complying with the terms and conditions of this agreement. UNIVERSITY upon finding any breach of the terms and conditions of this agreement shall serve a notice in writing on the Service Provider terminating this agreement and upon receipt of such notice; the Service Provider shall forthwith remove all its Security Personnel from the UNIVERSITY.

**29) FORCE MAJEURE**

Neither party shall in any circumstances whatsoever be liable to the other party for any delay or failure to fulfill its obligations under this Agreement (other than the payment of money already due at the time) where any such delay or failure is caused in whole or in part by any Act of Terrorism, Biological or Chemical Contamination, Nuclear Risks, or to the extent that any such delay or failure arises from any other cause beyond its control, including, without limitation, fire, floods, acts of God, acts or regulations of any governmental or supranational authority, war, riots.

30) In the event of a strike or other action at the Premises by the UNIVERSITY's or a third party's employees, unless otherwise agreed between SERVICE PROVIDER and the UNIVERSITY, SERVICE PROVIDER's employees will not be required to carry out additional duties which do not relate to the security of the Premises or its contents, or perform any duties of a strike breaking nature

31) UNIVERSITY shall pay the Service Provider (SERVICE PROVIDER) 'service charges' as per following schedule which shall be inclusive of GST.



## SCHEDULE I

Financial Bid must be filled up in following template :-

Sl. No.	Type of Security Guard	Wages per day per guard for 8 (eight) hours as per minimum wages Act of Bihar Govt.	EPF on (A) .....%	ESI on (A) .....%	Service Charge .....%	Total A +B +C + D	GST including cess of Swachahha Bharat	Total in figure & words E + F
		(A)	(B)	(C)	(D)	(E)	(F)	(G)
1.	Security Supervisor Ex-Service Man (Highly Skilled)							
2.	Gun Man Trained security guard (Highly Skilled)							
3.	Male security guard with stick/cane (Skilled)							
4.	Female security guard with stick/cane (Skilled)							

**IN WITNESS WHEREOF** the parties hereto have executed this agreement as of the day and year first hereinabove written.

University

(The first party)

Registrar

(Seal)

In presence of (witnesses)

1. Signature .....

Name .....

Address .....

2. Signature .....

Name .....

Address .....

AND

Service Provider

(Second party)

Signature

Name of the Authorized signatory

Designation

(Seal)

In presence of (witnesses)

1. Signature .....

Name .....

Address .....

2. Signature .....

Name .....

Address .....