

NATIONAL LAW SCHOOL OF INDIA UNIVERSITY
BANGALORE

TENDER DOCUMENT FOR
SECURITY SERVICE CONTRACT

Cost of the Tender Rs. 1000/-

Date of Tender Issue	: 14/08/2020
Last date of Tender submission	: 19/08/2020 at 05:00 P.M hrs
Opening of Technical Bids	: 24/08/2020 at 15:00 P.M hrs

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NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES

Sealed tenders are invited under Two-Bid system(Technical and Financial) from reputed agencies having capacity to provide the required number of uniformed trained manpower for the security services of **NLSIU, Bangalore** for a period of one year.

1. Security Supervisor – 03

2. Security Guard - 21

Last date for submission/receipt of tender(s) is 19.08.2020 up to 5.00 pm Hrs. and will be opened by the Tender Committee in the presence of tenderers or their authorized representatives who wish to be present on the 24.08.2020. In the Office of **NLSIU**. In case, any holiday on the day of opening, the tenders will be opened on the next working day at the same time, as scheduled above. The tenders received after the above said scheduled date and time will not be considered. No tender by FAX will be entertained.

INSTRUCTIONS TO BIDDERS

1. GENERAL:

1.1 The present tender is being invited for Security Services under which the contractor shall provide uniformed, skilled and trained personnel and will use its best endeavours to provide security of building, equipments, materials and staff working in the NLSIU monitoring and surveillance of the premises.

- 1) Security guard -21 (Subject to change as per exigency)
- 2) Security Supervisor - 03

2. ELIGIBLE BIDDERS:

2.1. All security agencies who are providing similar kind of services for at least last three consecutive years and preferably being run by Ex-Servicemen/Ex-Paramilitary men.

1 The bidder should have the experience of doing the similar works in any of the University/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India

2 QUALIFICATION OF THE BIDDERS:

3.1. The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.

3.2.(a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;

3.3. The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

3.4. Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act.

3.5. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.

3.6.Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract.

3.7. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

4. 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.

5. 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.

6. VISIT TO NLSIU:

The bidder is required to provide securities services to this University and is 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 operational conditions prior to the submission of the tender documents.

7. TENDER DOCUMENTS:

7.1. Contents of Tender Documents.

7.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Security Services. The Tender document comprises of:

- (a) Notice of Invitation of Tender.
- (b) Price Bid.
- (c) Terms and Conditions.
- (d) Tender form for providing security services (Annexure-I)
- (e) Scope of Work (Annexure-II)
- (f) Details of Manpower required (Annexure-III)
- (g) Method of award of work (Annexure-IV)
- (h) Check list for Pre-qualification Bid (Annexure-V)
- (i) Check list for Technical Evaluation (Annexure-VI)
- (j) Undertaking (Annexure-VII)
- (k) Guarantee account payee DD for Bid Security .
- (l) Form of Agreement (Annexure-VIII)
- (m) Account Payee DD of Performance Security
- (n) Price Bid for Security Services

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

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

7.2. CLARIFICATION OF TENDER DOCUMENT

7.2.1. The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Office of NLSIU

1 In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the Office of Estate Department , NLSIU not later than two weeks before submitting his bid.

2 PREPARATION OF BIDS

8.1. Language

Bids and all accompanying document shall be in English.

8.2. Documents Comprising the Bid

Tender document issued for the purposes of tendering as described in Clause 7.1 and any amendments issued shall be deemed as incorporated in the Bid.

8.2.1. The bidder shall, on or before the date given in the Notice Invitation to Tender, submit his bid in sealed envelopes clearly marked with the name of the Tender.

8.2.2. One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

8.2.3. These shall be addressed to the Registrar, NLSIU and submitted in the Office of Accounts Department, NLSIU at the address given in the Tender document.

8.3. BID PRICES:

8.3.1. Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Security Services at **NLSIU** This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.

8.3.2. The rates and prices quoted by the Bidder shall be inclusive of GST /reliever charges Tax etc.

8.3.3. The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages, ESI, PF contributions, wages for leave reserve, service charges, all kinds of taxes etc. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

8.3.4. Conditional bids/offers will be summarily rejected.

8.4. FORM OF BID:

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

8.5. Duration of Contract:

The contract may be valid initially for one year and the University reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed.

8.6. BID SECURITY:

8.6.1. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. **1,00,000/-** in the form of an Account Payee DD in favour of **Registrar, NLSIU payable at Bangalore** along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period.

8.6.2. Any Tender not accompanied by Bid Security shall be rejected without any notice.

8.6.3. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity.

8.6.4. Bid security of the successful bidder shall be returned on receipt of Performance Security in the University and after signing the contract agreement.

8.6.5. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

8.6.6. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the University.

8.7. Format and Signing of Bid:

8.7.1. The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

8.7.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

8.7.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the University, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialled/signed and dated by the person or persons signing the bid.

9. Submission of Bids:

9.1.1. The bidder shall submit the Pre-qualification and Technical Bid in a separate sealed cover and the Financial Bid in another sealed cover duly superscribed and all these two sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed.

9.1.2. The sealed cover of Pre-qualification and Technical Bid should consist of the following documents:

(a) Bid Security (Earnest Money Deposit) for an amount of Rs. **1,00,000/-** in the form of an Account Payee DD, in favour of **Registrar, NLSIU Payable Bangalore.**

(b) Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;

- a) Self-attested copy of PAN No. card under Income Tax Act;
- b) Self-attested copy of Service Tax/ GST Registration Number;
- c) Self-attested copy of Valid Registration No. of the Agency/Firm;
- d) Self-attested copy of valid Provident Fund Registration Number;
- e) Self-attested copy of valid ESI Registration Number;
- f) Self-attested copy of valid Licence and Number under Contract Labour Act and under any other Acts/Rules;
- g) (j) Proof of experience as stated in Clause 2.2.(a), (b) and (c) supported by documents from the concerned organizations; and
- h) (k) Duly filled and signed Annexures-V, VI and VII.

9.1.3. The sealed cover of Price Bid should contain Annexure-XI i.e. Price bid in original and a duplicate copy of the same in two separate envelopes duly filled in figures and words.

9.1.4. All the sealed covers shall be addressed to the **Registrar, NLSIU** and hand over to Accounts Department.

9.1.5. The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.

9.2 Late and Delayed Tenders:

9.2.1. Bids must be received in the University at the address specified above not later than the date and time stipulated. 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.

9.2.2. Any bid received by the University after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

10.1 Bid Opening and Evaluation:

10.1.1. The authorized representatives of the University will open the Pre-qualification and Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.

10.1.2. 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.

10.1.3. Conditional bids will also be summarily rejected.

10.1.4. Subsequently, the selected technical bids will be evaluated as per the methodology given in the Annexure-IV of the Tender document.

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

10.2 Right to accept any Bid and to reject any or all Bids:

10.2.1. NLSIU is not bound to accept the lowest or any bid and may at any time terminate the tendering process without notice.

10.2.2. NLSIU may terminate the contract if it is found that the contractor is black listed on previous occasions by the any of the Universities/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

10.2.3. NLSIU may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

11.1 Award of Contract:

11.1.1. NLSIU will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

11.1.2. NLSIU will communicate the successful bidder by email or post confirmed by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the amount which NLSIU will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

11.1.3. The successful bidder will be required to execute an agreement in the form specified in Annexure-VII within a period of 30 days from the date of issue of Letter of Offer.

11.1.4. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of 'Letter of Offer' for an amount equal to 10% (ten percent) of the total value of the contract) in the form of an Account Payee DD, in favour of **Registrar, NLSIU Payable Bangalore**. The Performance Security shall remain valid for a period of 365 days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

11.1.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.

PRICE BID FOR MAN POWER

Sl. No.	Designation	Number of manpower required per day	Rate per person per shift per day (inclusive of all taxes){May be quoted in rupees in words and figures} seperate breakup should be enclosed	Monthly amount (Rupees in words and figures)	Yearly amount (Rupees in words and figures)
1.	Security Supervisor	03			
2.	Security Guard	21			

Note:

1 The **Security Guard** will be considered under the **Semi-skilled category**. Contractor shall provide uniformed and trained personnel and use its best endeavour to provide Security services to the NLSIU for providing safety, monitoring and surveillance. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act, weekly-off replacement charges, cost of uniform of personnel deployed by the contractor, all kinds of taxes, service charges, etc. of the agency. The rate quoted will be for per shift of eight hours per person per day. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.

2 The contract is initially for one year but extendable.

3 The number of manpower required shown above is indicative and the actual quantity may vary.

4 The bidders may quote the rates in Indian Rupees.

5 **All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.**

TERMS AND CONDITIONS OF THE CONTRACT

1. The Contractor shall not employ any person of age below 18 years and above the age of 60 years and the persons so engaged shall be sound in health capable of performing their work as per instructions and should not be suffering from any illness, infection and disease. You may take the existing man power who is working in the University.
2. All personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, 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.
3. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the Security personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the NLSIU and to the Labour department.
4. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFCL against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the University works, is required to be submitted to the University. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time University is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFCL, with an advice to RPFCL, duly furnishing particulars of personnel engaged for the University.
5. The antecedents of security staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the University and University shall ensure that the contractor complies with the provisions.
6. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the University. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to given an undertaking (on the format), duly countersigned by the concerned official of the University, regarding payment of wages as per rules and laws in force, before receiving the 2 payment onwards.
7. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the NLSIU.

9. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the University and shall not knowingly lend to any person or company any of the effects of the NLSIU under its control.
10. The staff shall displayed not accept any gratitude or reward in any shape.
11. The contractors shall have his own establishment/setup/mechanism/Training institute to provide training aids or should have tied up with a training institute with 2-3 Exservicemen/para military forces/Ex-police for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
12. Under the terms of their employment agreement with the Contractor the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
13. That in the event of any loss occasioned to the University, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the University, the said loss can claim from the contractor up to the value of the loss. The decision of the Head of the University will be final and binding on the agency.
14. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the University may issue from time to time and which have been mutually agreed upon between the two parties.
15. 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 NLSIU.
16. The contractor shall be responsible to maintain all property and equipment of the University entrusted to it.
17. The contractor will not be held responsible for the damages/sabotage caused to the property of the NLSIU due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
18. The contractor will deploy supervisors as per the need given by the University.
19. The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs.500/-each occasions and habitual offenders in this regard shall be removed from the University. The penalty on this account shall be deducted from the Contractor's bills.
20. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Students/Visitors and should project an image of utmost discipline. The University shall have right to have any person moved in case of Staff/Students/Visitors complaints or as decided by representative of the NLSIU if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.

21. The eight hours shift generally will be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shift are changeable and shall be fixed by the NLSIU from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the University for double duty, if any.
22. The personnel will have to report to the Main Gate at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the University.
23. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Private Security Agencies (Regulations) Act, Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI, and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the University.
24. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the Representative of the NLSIU and the contractor/ his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the NLSIU.
25. Any damage or loss caused by contractor's persons to the University in whatever form would be recovered from the contractor.
26. The security agency shall supply shoes, uniforms, lathis, Walkie Talkie, raincoats, Umbrella's and torch lights to their guards.
 - (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the University and the same shall be deducted from the contractor's bills.
 - (b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 27(a) shall be levied.
 - (c) In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, a penalty of Rs.500/-for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the University system immediately.
 - a. In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, University reserves the right to impose the penalty as detailed below:
 - i. 20% of cost of order/agreement per week, upto four weeks delays.

ii) After four weeks delay the University reserves the right to cancel the contract and the earnest money/security deposit will stand also be forfeited.

27. The contractor shall ensure that its personnel shall not at any time, without the consent of the NLSIU 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.

28. 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.

29. The contractor shall deploy his personnel only after obtaining the NLSIU approval duly submitting curriculum vitae (CV) of these personnel, the University shall be informed at least one week in advance and contractor shall be required to obtain the University's approval for all such changes along with their CVs.

30. Force Majeure If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

31. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

32. "NOTICE TO PROCEED" means the notice issued by the NLSIU to the contractor communicating the date on which the work/services under the contract are to be commenced.

33. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the NLSIU for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the University.

34. The contract period is Twelve months from the date of the commencement (as mentioned in Notice to Proceed) and can be extended further , if found satisfactory.

35. 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 Guarantee.

36. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the University may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the University from the contractor.

37. 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.

38. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.

39. The contractor shall indemnify and hold the NLSIU 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.

40. The University shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The University does not recognize any employee employer relationship with any of the workers of the contractor.

49. 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.

50. If any under payment is discovered, the amount shall be duly paid to the agency by the University.

51. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the University etc.

52. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every month.

53. The contractor shall disburse the wages to its staff deployed in the University every month through ECS or by Cheque.

54. The contractor should have round the clock control room service in Bangalore along with quick response teams to deal with emergent situations.

OBLIGATION OF THE CONTRACTOR:

55. 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.

56. 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 NLSIU.
- b) If amicable settlement cannot be reached all the disputed issues shall be resolved by Vice Chancellor, NLSIU and his decision shall be final

57. JURISDICTION OF COURT.

The courts at Bangalore shall have the exclusive Jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

TENDER FORM FOR PROVIDING SECURITY SERVICES

(Technical Bid)

Profile/Details of Security Agency

1.	Name & Address of the Security Agency 1.Tel; 2 Fax; 3.e-mail; 4 Mobile;	
2.	Name and position of Contact person	
3	Organizational (personnel) Chart of the Agency (Including field executives)	
4	Infrastructure of the Agency 1. Controlling Room 2. Training 3. Communication 4. Vehicles 5. Others (If yes give details attach proof)	
5	Five Major Clients (with 30 or more personnel in an unit, contract period, contact person with phone number. (Attach proof)	
6	Security Agency 1. Registration No 2. PF Registration No 3. ESI Registration No 4. GST Registration No 5. ITPAN 6. PSARA 7. PT 8. GOK labor department approval 9. MSME (Enclose the certificate) 10. PASARA Registration Certificate 11. Other Registration if any (Attach proof)	
7.	Details of Bid Security deposited: a) Amount b) DD No in favour of c) Date of Issue d) Name of issuing authority	
7	Any other information the agency may like to provide	Attach additional sheets.

Signature of the bidder
Name and address with seal

SCOPE OF WORK OF THE CONTRACTOR

The contractor shall have to provide the security services in the office of **University**.

The contractor shall ensure protection of the personnel & property of the University, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the campus of the University building.

DUTIES AND RESPONSIBILITY OF SECURITY STAFF:

1. The Security Supervisor will be responsible for overall security arrangement of the concerned University covered in the contract.
2. Security Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
3. No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the concerned University or proper entry in the Visitor Register.
4. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
5. The officers and staff of the NLSIU will keep the Identity cards with them got checking and allowing entry by the security personnel.
6. Deployment of Guards/Gunmen/Security Supervisors will be as per the instructions of the authorities of the University and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
7. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the University.
8. Security personnel shall also ensure door keeping duties.
9. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the University.
10. Entry of the street-dogs and stray cattle's into the premises is to be prevented. It should be at once driven out.

12. The Guards on patrol duty should take care of all the Electrical arrangements, water taps, valves, etc. installed in the open all over the premises.
13. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle's.
14. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
15. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the NLSIU. Guards/Supervisors should be sensitized for their role in such situations.
16. The Security Supervisor/Guards are required to display mature behaviour, especially towards female staff and female visitors.
17. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
18. Any other provisions as advised by the University may be incorporated in the agreement. The same shall also be binding on the contractor.

Details of Manpower Required**(Commercial (Financial))****FORM FOR THE TENDERS RATES TO BE QUOTED PER MONTH**

SL NO	Category	Numbers	Rate per Month*	Amount per month	Amount per year
01	Security guards	21			
02	Security supervisors	03			
03	Other details (charges if any)				

- Rate should be inclusive of G.S.T.
- Separate breakup should be given as enclosure.

Signature of the bidder
Name and address with seal

ANNEXURE-IV

EVALUATION CRITERIA FOR TECHNICAL AND FINANCIAL POINTS

Scoring of ten marks will be based on Annual Turnover, Manpower on roll, volume of work performed in preceding years, Supervisory Staff on roll, ISO certification and other pre-qualification criterion prescribed in the Terms and Conditions of the contract.

The firm/agency which has secured seven out of ten marks will be considered as technically qualified. The financial bids of all the technically qualified firms/agencies/bidders will be opened for financial evaluation.

ANNEXURE-V

**CHECK-LIST FOR PRE-QUALIFICATION AND TECHNICAL BID FOR
SECURITY SERVICES**

Sl No	Document asked for	Page number at which document is placed
1.	Bid Security (EMD) of Rs.1,00,000/- (Rupees one lakh Only) in the form of DD in favour of Registrar, NLSIU Payable at Bangalore valid for 45 days beyond the Tender validity period.	
2.	One self-attested recent passport size photograph of the authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also.	
3.	Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred only) as per format prescribed in (Annexure-VII)	
4.	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income Tax Return of the last financial year.	
5.	Self-attested copy of Service Tax/GST Registration No.	
6.	Self-attested copy of valid Registration number of the firm/agency	
7.	Self-attested copy of valid Provident Fund Registration number	
8.	Self-attested copy of valid ESI Registration No.	
9.	Self-attested copy of valid Licence No. number Contract labour (R &R) Act 1970	
10.	Proof of valid DGR sponsorship or proof of being run by the an Ex Serviceman/Ex-Paramilitary man (as applicable)	
11.	Proof of experiences of last three financial years as specified in clause 2.2 of the NIT along with satisfactory performance certificates from the concerned employers	
12.	Annual returns of previous three years supported by audited balance sheet (clause 2.1 of NIT)	
13.	Any other documents, if required.	

Signature of the Bidder
(Name and Address of the Bidder)
Telephone No.

ANNEXURE-VI

Checklist for Technical Evaluation

Sl No	Information to be provided	To be filled by the Bidder	For Office Use
1.	Annual Turnover (in lakhs)		
2.	Manpower on roll		
3.	Experience in running security services (in years)		
4.	Volume of work done during last three financial years as specified in cause 2.2		
5.	Single work of more than Rs.----- during last three years		
6.	No. of trainers of the rank of Commissioned officers of Military/equivalent rank of Para-military/Police		
7.	No. of Supervisory staff and trained Civilian/Ex-Military/Ex-Paramilitary personnel		
8.	Training set-up (No. of Trainers) (a) Part Time (b) Full Time (C) Below JCO Rank (d) Above JCO Rank		
9.	No. of Supervisory Field Staff		
10.	ISO Certification of the firm (Yes/No)		

Note: Photocopies of all necessary documents duly self-attested must be attached for verification of the information provided.

(ON A STAMP PAPER of Rs.100/-)

UNDERTAKING

To

(Designation and Name of the Concerned official of the University)

Name of the firm/Agency:-

Name of the tender:-

Due date:

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.

(Signature of the Bidder)
Name and Address of the Bidder.
Telephone No.

ANNEXURE-VIII

FORM OF AGREEMENT

THIS AGREEMENT is made on the ----- day -----(Month) ----- (Year) Between the (Name and address of the University) (hereinafter called "As NLSIU" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND----- (Name and address of the contractor) through Shri , authorized representative (hereinafter called "the contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Security services to the **NLSIU for** providing safety, monitoring and surveillance of the University.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Letter of acceptance of award of contract;
 - b. Terms and Conditions;
 - c. Notice inviting Tender;
 - d. Bill of Quantities;
 - e. Scope of work;
 - f. Addendums, if any; and
 - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the NLSIU to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the NLSIU to execute and the Security services w.e.f as per the provisions of this Agreement and the tender document.
4. The NLSIU hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. ----- (Rupees in words)
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.