



**TENDER DOCUMENT No. NU/PS/OT/01/17-18/03**

**Nalanda University  
Rajgir,-803 116**

**SUBJECT: Notice inviting e-Tender for annual contract of Security Services in Nalanda University**

Sealed tenders(in e-tendering mode) are invited by the Nalanda University from eligible registered and authorized firms/agencies for providing Security Services required at Nalanda University premises(as per details given in the Tender document) in Rajgir, District-Nalanda, Bihar-803116.

Nalanda University has been established as an International University pursuant to the decisions taken in various East Asia Summits by an Act of Indian Parliament entitled "The Nalanda University Act, 2010 (No. 39 of 2010)". The University invites sealed Tender in Two Bid System (Technical and Financial) from interested Bidders for providing Security Services to the University. The details of the tender are as under:-

**Brief Details of Tender**

Date of commencement : 29.05.2017  
Pre Bid Meeting for the Tender : 06.06.2017 at 03.00 PM in the Rajgir  
Office of the University  
Last date for submission of Tender Form : 20.06.2017 by 3.00 PM  
Date & Time for opening of Technical Bid : 21.06.2017 at 3.30 PM  
Date & Time for opening of Financial Bid : Will be intimated to all eligible bidders,  
separately

Estimated Cost of the Tender : Rs. 3, 80, 00,000/- (Rupees Three Crore Eighty lacs per annum) {Approximate}

**Earnest Money Deposit** : Rs. 7, 60,000/- (Rupees Seven Lakhs Sixty thousand only) {The EMD must be enclosed along with bid documents in the form of Demand Draft or Banker's cheque of any Scheduled Bank/Nationalized Bank drawn in favor of Nalanda University, payable at Rajgir } **OR Fixed Deposit Receipt (FDR) of a Scheduled Bank.**

**Cost of Tender Document:** Rs. 5000/- in the form of demand draft drawn in favor of Nalanda University, payable at Rajgir which should be submitted in addition to the demand draft for EMD.) Non-refundable.

(Note:- EMD/Tender Fee Exemption is allowed as per the Govt. of India norms)

**Bid Validity :- 90 days from the date of Opening of Technical Bid**

**Details of Deposit of Earnest Money Deposit (EMD) and the cost of the Tender Form:**

S. No.	DD No.	Date	Amount (Rs.)	Drawn on Bank
Name of the Contractor/Agency with complete address, email id and phone no. /Mobile No./PAN No.				

**Registrar  
Nalanda University**

## INSTRUCTIONS TO BIDDERS

### I. INTRODUCTION

Nalanda University, an institution established by an Act of Parliament invites tenders in e-tendering mode from well-established, solvent and experienced agency (to be on-board, the existence of the bidders in the field of Security services should be minimum five years) for security services. The University interim Campus is located in Rajgir, Distt-Nalanda, Bihar.

II. The tender documents can be downloaded from the website <http://www.eprocure.gov.in> and <http://www.nalandauniv.edu.in> from 29.05.2017 to 20.06.2017(up to 03.00 P.M.).

III. Intending bidders are advised to obtain valid class-II (or appropriate class) digital signature to participate in the e-tendering process.

IV. The interested service provider/firms/agencies shall upload their tenders in <http://eprocure.gov.in/eprocure/app> and also physically submit the tenders (as per the guidelines given in “process of Bid Submission” under Special Conditions of this tender document” in the tender box kept at Reception of Nalanda University’s Rajgir Office both within the stipulated time and date as indicted above .

V. The interested service provider/firms have to submit the tenders in two bid system (i.e. (i) Technical Bid and (ii) Financial Bid).

### VI - TENDER DESCRIPTION, TERMS & CONDITIONS AND ELIGIBILITY CRITERIA

Two Bid Tenders (Technical Bid + Price Bid) are invited for annual contract of Security Services in Nalanda University Campus on behalf of the Vice Chancellor , Nalanda University from eligible agencies, having experience in similar work.

The agency shall fulfill the following:

(i) The bidder should be registered with concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and relevant provision applicable on All India basis.

(ii) The agency should be registered with EPFO & ESIC and should have the valid registration certificates.

(iii) The agency should have Registration of Service Tax/Sales, Tax & TIN etc. and should have submitted the last tax return, on time.

(iv)The agency should have valid PAN No. in its name AND Company must be ISO certified.

(v) Eligibility Criteria:

#### Work Experience-

During the past five years the bidder should have experience of providing security services in any of the Departments/ Autonomous Bodies/Universities/ITs/ Public Sector undertakings of State as well as Central Government/Banks/Airports/Hospitals/Medical Colleges/IT parks/Private Hotels/any other private sector institutions. The bidder must have completed work for providing security services at least:

- A. Three works contract of providing security services not less than Rs. 152.00 lakh each, OR
- B. Two works contract of providing security services not less than Rs. 190.00 lakh each, OR
- C. One work contract of providing security services not less than Rs. 304.00 Lakh

The Bidder must have completed at least one service work of any nature (either as a part of the eligibility criteria as stated in the above para or separately) costing not less than Rs. 190 lakh with a Central or State Government Department/Central or State autonomous Body/Central or State PSU/City Development Authority/Municipal corporation of city formed under any act by Central or State Govt. and published in Central or State Gazette during the last five years ending reckoned till last day of the previous month of publication of the Bid.

#### **VI. Financial Turnover:**

Minimum average Annual turnover of agency should be minimum 10 crore, during the last three financial years. The company must submit last 3 years' income tax return along with tender document. An audited profit/loss statement for the last five financial years shall be submitted duly certified by a practicing chartered Accountant. The bidder must not have incurred loss in the preceding three financial years ending 31<sup>st</sup> March 2016 according to the profit/loss statement. The profit After Tax (PAT) should not be negative for more than two years in the preceding five years.

The bidder must submit a solvency certificate as may be certified by its bankers for a value not less than Rs. 152.00 lakhs (Rupees One hundred fifty two lakh only). Such certificate shall not be of a date which is more than six months prior to the date of submission of tender.

(i) The company should have been in existence for more than five years have ISO 9001-2008 certification.

(ii) In case Security agency is blacklisted by any government/Semi Govt./PSU/Autonomous Bodies/University Organization, the tender will be liable to be rejected. The interested bidders are to furnish a duly notarized affidavit, stating on oath that the bidder has not been blacklisted by any Govt. Agency. Bids received without such affidavit shall summarily be rejected and the University shall be entitled to forfeit the EMD.

(iii) The agency established as Joint Venture Company may also participate for bidding for the Contract of Security Services. However, the agency formed as Joint Venture Company is required to submit necessary documents related to the said Joint Venture Company. The suitability of said agency will be examined as per the standard practice followed in the Govt. Department.

(iv) Technical bid will be submitted in the proforma for Technical Bid, given at Annexure 'A'.

(v) Details of work experience in Annexure I and Annexure I A

(vi) Price Bid will be submitted in the proforma for Price Bid, given at Annexure 'B'

**(vii) EMD:**

**(a) The earnest money given by all the tenderers except the lowest tenderer should be refunded immediately after the opening of the tenders, or latest within a week from the date of receipt of tenders**

**(b) If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely. This provision would naturally apply only to the lowest tenderer once the earnest money of all the tenderers except those of the lowest is refunded as per provisions under para (a).**

**(c) If contractor fails to furnish the prescribed performance guarantee within the prescribed period, the earnest money is absolutely forfeited by the University automatically without any notice.**

**(d) In case of forfeiture of earnest money as prescribed in 1 and 2 above, the tenderer shall not be allowed to participate in the retendering process of the work.**

**VII. TENDER DOCUMENTS :**

**The Tender document comprises of:**

- a) Notice of Invitation of Tender**
- b) Form of Technical Bid (Annexure-A)**
- c) Form of Price Bid (Annexure-B)**
- d) Terms and conditions**
- e) Form of Agreement (Annexure-II)**
- f) Other Annexures.**

**The bidder is expected to examine all instructions, Forms, Terms, and Conditions given 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 will be at the bidder's risk and may result in rejection of his bid.**

## VIII. EVALUATION OF TENDERS:

The technical evaluation of the tenders shall be done based on the following tender assessment format:

Sl No.	Attributes	Max. Marks	Min. qualifying marks	Marks Obtained By the Bidder	Evaluation Criteria	Remarks
A	Financial strength	25	12.5		(i) 60% marks for minimum eligibility criteria	
A 1	Average annual turnover	20			(ii) 100% marks for twice the minimum eligibility criteria or more	
A 2	Solvency Certificate	5			In between (i) & (ii) – on pro-rata basis	
B	Work Experience during last five years.	25	12.5		(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more. In between (i) & (ii) – on pro-rata basis	
D	Performance of works (Quality)	40	20		The evaluation will be done by a committee/jury nominated by the University for the purpose based on documents submitted and/Site Visit or other means as decided by the committee/jury who may include visit of the site of project referred to by the bidder or any other project as deemed fit. The Bidder shall submit precise certificate given by the Owners/employers signed by an officer not below the rank of Executive Engineer/Deputy Registrar or equivalent along with photographic evidence to support evaluation for this category.	
E	Compliance of statutory requirements such as ESI, EPF, regular payment to the Security personnels, ISO 9001	10	5		Evaluation can be taken up on the basis on documentary proofs submitted.	
	To become eligible for short listing the Bidder must secure at least 50% marks in each of the above categories A, B, C, D & E and 60% marks in aggregate. The University reserves the right to restrict the list of qualified contractors to any number deemed suitable by it.					
	*1- Precise certificate given by the Owner signed by an officer not below the rank of Executive Engineer/Deputy Registrar or equivalent shall be furnished along with photographic evidence to support evaluation for this category.					

**Notes on Assessment Format:**

1. The total marks in the above mentioned assessment format add up to 100.
2. To become eligible for short listing the Bidder must secure at least 50% marks in each of the above categories A, B, C, D & E and 60% marks in aggregate. The University reserves the right to restrict the list of qualified contractors to any number deemed suitable by it.
3. The Financial Bids of only those who qualify in the minimum criteria will be opened.
4. The cut off level determined by Nalanda University is not negotiable.

The final evaluation will be a combination of the Minimum Criteria and the Financial Bid in the following manner:

Technical Score (Minimum Criteria): 75 Marks

Financial Score (Financial Bid): 25 Marks

The technical score arrived at according to the technical assessment format will be rationalized to a total of 75 Marks.

The Financial Score will be arrived at as follows:

The Firm/ Entity/ Organization quoting the lowest fee will obtain the highest marks, i.e. 25. The fees quoted by all other Firms/ Entities/ Organizations will be marked based on the formula “ $25 \times \frac{PL}{P}$ ” where PL is the lowest fee quoted and P is the fee quoted by the respective Firm/ Entity/ Organization.

**IX. DURATION OF CONTRACT :**

The contract will be initially for one year and the University reserves the right to curtail or to extend the contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond more than three years subject to satisfactory work performance. However, the minimum wages will be revised as per orders of the Government from time to time, but the contractor's profit will remain the same.

**X. SCOPE OF WORK, JOB DESCRIPTION AND RESPONSIBILITIES FOR SECURITY**

The University is widely visited by the International delegates, visitors, eminent scholars, representatives of international bilateral agencies, high ranking govt. officials etc. Therefore, the agency should be capable of meeting special security needs of following:

**A.University Complex**

The University Complex consists of the following:-

1. Main Campus, Chabillapur Road, Rajgir
2. Interim Campus, Rajgir
3. Tathagat Residential Hall(TRH), Rajgir
4. University Guest House, Bengali Pada, Rajgir
5. Ajatshatru Residential Hall (ARH), Rajgir
6. Maitrye Girl Residential Ha(MRH), Rajgir
7. Ananda Residential Hall, Rajgir
8. Any other complex which will be part of the university during the contract period of security

## **B.MINIMUM TOOLS AND EQUIPMENTS REQUIRED**

Following minimum equipment will be required for Security work at Nalanda University:

1. Metal Detector- 12 Nos
2. Walky Talky – 15 Nos
3. Security Torch- 20 Nos.
4. Watchman's stick (Made of bamboo) - 60 Nos
5. Watchman's stick (Made of plastic fiber) – 60 Nos.
6. Traffic handling Torch- 10 Nos.
7. Cycle - 10 Nos.
8. Motor bike(Minimum 125 cc)- 2 Nos
9. Four wheeler equipped with walky talky and other basic security equipments (Gypsy 1300cc) -1
10. Whistle (Made of Steel) - 20 Nos.
11. Security Mirror for checking cars etc – 10 Nos.
12. Mobile Phone- 8 Nos.

The agency may also be required to arrange other basic equipment's as per requirement from time to time and as per Instructions of Nalanda University.

The University intends to entrust the security of the Office and Residential Complex to a reputed Security Agency on Annual Contract Basis. The agency shall be responsible for all University assets in above places on round the clock basis.

## **XI. DUTIES & RESPONSIBILITIES AND RELATED ISSUES**

1. The Agency shall be responsible for all security measures and arrangements to safeguard the property, both movable and immovable of the University in office and Residential campus round the clock.
2. The Agency will indemnify the property of the University against theft, loss, pilferage and fire from the areas entrusted to its control and shall be responsible for all such losses.
3. There will be three shifts for the duty of Security. The Agency shall provide the services of 116 Guards (Civilian), 21 Guards ( Ex serviceman), 6 Security Supervisor (Ex serviceman as NCO), 1 Assistant Security officer( Ex servicemen as JCO) and one Security Officer (Ex serviceman as JCO) including 12 lady guard and 6 Armed guard at Interim campus of University and Tathagat Residential Hall each .
4. In this way, total 137 Security Guard, 06 Security Supervisor, 01 Assistant security officer and 01 Security Officer will be needed every day. The Agency have to look after the Security of the University complex and as well as the Residential Campus round the clock. However location and category wise deployment of Security personnel will be as under which may also be change any time with the discretion of Nalanda University:-

Category of Security Personnel	UIC	UGH	ARH	AJH	TRH	MRH	GATE NO 1	GATE NO 2	Gate No 3	Kubri	Jatti	Total
Security Officer	1											1
Assistant Security Officer	1											1
Security Supervisor	3						3					6
Guards (Ex-serviceman)	3	-	-	3	3	3	3	3	-	3	-	21
Guards (Civilian)	19	7	6	13	6	12	9	9	9	6	6	102
Lady Guards (Civilian)	2	2	-	2	2	6	-	-	-	-	-	14
Total	24	9	6	18	11	21	12	12	9	9	6	137
											Total	145

UIC- University Interim Campus, UGH- University Guest House(Diamond), ARH- Ajatshatru Residential Hall, TRH- Tathagat Residential Hall, MRH- Maitreiya Residential Hall

5. Finalization of tender for another residential campus for students' residence/ University Classroom purpose is under process which will also be part of the University and agency is required to deploy additional Security personnels on the same rate, terms and conditions of the tender document.
6. The University reserves the rights to increase or decrease the number of security personnel's deployed as per requirement, without assigning any reasons.
7. A daily list of Security Supervisor and Security Guards on duty should be provided to the Security Officer of the University.
8. No existing approved guard should be removed and no new guard should be deployed without approval of the University.
9. The Agency shall be responsible to provide immediate replacement in place of absent guards/Security Supervisor/Security Officer.
10. The contractor shall issue the identity cards to his workmen on his own cost and shall be duly intimating in writing, the caretaking cell as and when there is any change.
11. The contractor shall ensure to provide an alternate qualified manpower or replace with a stand-by in case of any of the regular staff deployed is absent or leave for more than 3 days.
12. The Contractor shall be responsible for the safety of all the items of furniture, plants, office equipment and other fittings provided in the premises and shall be liable to make good of any loss to the same if damaged during the execution of their duties which shall be recoverable from his monthly bill or other dues payable to the contractor by the company.
13. The Agency has to make arrangements for additional staff as may be required by the University for which prior information shall be given to the Agency.
14. The Agency will maintain appropriate Registers at every Entry Point and will enter the name of the visitor with his Name, Contact No., full address (as per the ID Proof), and will ensure that non official or outsider enters the University premises without entering his details in the Register. The agency may also be required to issue gate pass to visitors.



- 15. The Agency shall maintain a register for outside vehicles not having the Nalanda University official sticker, showing the vehicle number, time of entering and leaving the Campus. The agency will issue gate pass at the time of entry and collect the same at the time of exit.**
- 16. The Agency shall be responsible for entry of all visitors in the University campus. The agency may need to check vehicles with necessary devices.**
- 17. The agency must have adequate devices to check the vehicles entering the University premises.**
- 18. The Agency should regularly check all the contract staff and other staff at University, as per the instructions of the University from time to time. Lady guard will have to be made available to check ladies, if required (in day time shift). The agency will also have to keep Attendance Register of the contractor's staff.**
- 19. The Security Agency will also be responsible for prevention of misuse of light and water in the University Campus. The Security Guards will switch off lights in day time and turn off taps in case water is flowing unused.**
- 20. The Agency shall not deploy the Security Guard/Security Officer/Supervisor for more than the normal duty hours except in emergency.**
- 21. The Security Supervisors have to take rounds during 09.00 PM to 5.00 AM. The Security Guards on Patrol will make minimum ten rounds during day and night.**
- 22. The Security Supervisor and Guard shall follow the instructions/orders issued by the University from time to time.**
- 23. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the University.**
- 24. 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.**
- 25. Entry of the street dogs and stray cattle into the premises is to be prevented. They should be at driven out at once.**
- 26. The Guards on patrol duty should take care of all the water taps, valves, water hydrants etc. installed in the open all over the premises.**
- 27. It should be ensured that flower plants, trees and grass lawns are not damaged either by the staff or by the outsiders or by stray cattle.**
- 28. The Supervisors/Security Guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.**
- 29. In emergent situations, supervisor and security staff deployed shall also participate as per their role defined in the disaster plan, if any, of the Nalanda University. Supervisors/Guards should be sensitized for their role in such situations.**

30. The Security Guard on duty shall not leave the premises until his/her reliever reports for duty.

## **XII. GENERAL CONDITIONS OF CONTRACT**

### **1. DEFINITIONS**

#### **1.1 General**

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

<b>'Agreement'</b>	The word "agreement" and "Contract" has been used interchangeably
<b>Party</b>	The word "Party" means the successful bidder to whom the work for 'Hiring of services for Security in Nalanda University, Rajgir '
<b>Letter of Acceptance</b>	Shall mean the intent of the University to engage the successful bidder for the hiring services for Security in Nalanda University, Rajgir
<b>Notice to Proceed</b>	Shall mean the date on which the manpower services are to commence in University's premises
<b>Confidential Information</b>	Shall mean all information that is not generally known and which is obtained/received during the tenure of the contract and relates directly to the business/assets of University including the information having commercial value
<b>Termination Date</b>	Shall mean the date specified in the Notice of Termination given by either party to the other party, from which the contract shall stand terminated.
<b>Termination Notice</b>	Shall mean the notice of Termination given by either Party to the other Party
<b>Contractor</b>	Shall mean the successful bidder to whom the work of providing Security services in University premises has been awarded.

#### **1.2 CONFIDENTIALITY**

1.2.1 The contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the University's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the University. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the

**confidentiality of University's information.**

- 1.2.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to the University immediately on receipt of such queries.**

## **2 PERFORMANCE SECURITY DEPOSIT (GUARANTEE)**

**2.1 The successful tender has to deposit Performance Security Deposit (PSD), which will be a sum equivalent to 10% of the accepted contract value in favour of Nalanda University payable at Rajgir in the form of Fixed Deposit Receipt (FDR)/Bank Guarantee from any scheduled bank made in the name of the agency/firm and hypothecated to the Nalanda University, Rajgir Bihar within fifteen days of the acceptance of the Letter of Intent.**

**PSD shall remain valid for a period of 15 (12+3) months from the date of commencement of the contract. The PSD would be refundable only after successful completion of the contract. In case, the contract is further extended beyond the initial period, the PSD will have to be accordingly renewed by the successful tender.**

**2.2 The Performance Security Deposit (PSD) will be forfeited by order of the Competent Authority in the University in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the said FDR as may be considered by the University sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.**

**a) If the contractor is called upon by the Competent Authority in the University to deposit Security and the contractor fails to provide the Security Deposit within the period specified such failure shall constitute a breach of the contract and the University shall be entitled to make other arrangements at the risk, cost and expense of the contractor.**

**b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.**

## **3. NOTICE TO PROCEED**

**After the acceptance of the Letter of Intent and securing Performance Security Deposit from the successful bidder, University shall issue the 'Notice to Proceed', to the contractor authorizing him to provide manpower in the University's premises at the specified locations.**

## **4. SIGNING OF CONTRACT AGREEMENT**

**4.1 The successful tender shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.**

**4.2 University shall prepare the draft Articles of Agreement in the Proforma included in this document, duly incorporating all the terms of agreement between the two**

parties and send the same in duplicate to the successful bidder for their concurrence.

4.3 The successful bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from the University, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.

4.4 The competent authority of the University shall sign the contract agreement and return a copy of the same to the successful bidder.

## **5. SERVICES REQUIRED BY THE UNIVERSITY**

5.1 The contractor shall be providing security services in the University's premises as per the details given herein, or any other location as required by the University to be read with the Special conditions of contract, Assignment Instructions and Schedule of Requirements.

5.2 The University shall pay the charges as agreed between the University and the contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of the bidding process.

5.3 The contractor shall provide security services in the University's premises to its entire satisfaction and it is the sole responsibility of the contractor that the work is executed in all respects in accordance with the contractor's obligations.

## **6. COMMENCEMENT OF SERVICES**

The contract shall become legally binding and in force only upon:

6.1 Submission of performance Security Deposit.

6.2 The contractor shall commence security services at Nalanda University premises at Rajgir, District Nalanda, Bihar within Ten (10) days from the date of receipt of Notice to proceed.

## **7. CONTRACTOR'S OBLIGATIONS**

7.1 The contractor shall provide security services in the premises of Nalanda University as per Schedule of Work/Requirements which may be amended from time to time by the University during the contractual period and it shall always form part and parcel of the contract. The contractor shall abide by such assignments as provided by the University from time to time.

7.2 The contractor shall provide security services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the contractor only and the University shall not in any manner be liable. All statutory liabilities (such as ESI & PF, Bonus and other statutory dues etc.) shall be paid for by the contractor.

7.3 The contractor shall submit to the University the details of amount deposited on account of EPF, ESI and Bonus etc in respect of the deployed personnel to the concerned authorities from time to time.

7.4 The contractor shall produce to the University the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.

- 7.5 The University shall have the right, within reason, to have any personnel removed, who is considered to be undesirable or otherwise and similarly the contractor reserves the right to remove any personnel with prior intimation to the University, emergencies exempted.**
- 7.6 The contractor shall cover its personnel for personal accident and death whilst performing the duty and the University shall own no liability and obligation in this regard.**
- 7.7 The contractor shall exercise adequate supervision to reasonably ensure proper performance of Security Services in accordance with Schedule of Requirements.**
- 7.8 The contractor shall issue identity cards / identification documents to all its employees who will be instructed by the contractor to display the same.**
- 7.9 The personnel of the contractor shall not be the employees of the University and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this contract. The contractor shall make them known about this position in writing before deployment under this agreement.**
- 7.10 The contractor shall also provide at its own cost all the benefits, statutory or otherwise to its employees and the University shall not have any liability whatsoever on this account. The contractor shall also abide by and comply with the Labour Laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income Tax Laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act), 1970 and the Rules made thereunder for the time being in force, or any other law.**
- 7.11 The contractor shall provide minimum of two sets each of summer and winter uniforms to its personnel at its own cost.**
- 7.12 The contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the contractor quarterly basis.**
- 7.13 The contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.**
- 7.14 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.**
- 7.15 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the University.**
- 7.16 The contractor shall not employ any person below the age of 18 years. Manpower so engaged shall be trained for providing the services.**
- 7.17 Contractor's Personnel**
- 7.17.1 The contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the University premises at the University's site and in**

sufficient number to undertake the responsibilities imposed upon the contractor under the contract and to provide full attention for executing the work thereof.

7.17.2 The contractor shall submit its organizational chart, showing therein the details of key personnel with their full contact details. The contractor shall also keep informing the University of any change in its organization or its personnel

7.17.3 The personnel engaged by the contractor shall be dressed in a neat and clean uniform (including proper name badges).

## **8. CONTRACTOR'S LIABILITY**

8.1 The contractor shall completely 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 the contractor or any of its employees and engaged in the provision of the security services to the University.

8.2 The contractor 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:

8.2.1 caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;

8.2.2 consisting of, caused by, 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 the negligence or default of the contractor or any of its employees engaged in the provision of manpower services to the University.

8.3 The contractor shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, the University shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the University may sustain in consequence or arising out of such replacing of the contract.

8.4 The contractor shall provide timely all the required materials, equipment and facilities at the location(s), where the Security Services are to be provided

## **9. UNIVERSITY'S OBLIGATIONS**

9.1 The University shall comply with and fulfill the recommendations (if any), if deemed necessary by the University, made in writing by the contractor in connection with the performance of the services. The University shall notify the contractor of any dishonest, wrongful or negligent acts or omissions of the contractor's employees or agents in connection with the services as soon as possible after the University becomes aware of them.

9.2 The University shall not be under any obligation for providing empanelment to any

of the personnel of the contractor after the expiry of the contract. The University does not recognize any employee-employer relationship with any of the Security personnels of the contractor.

#### **10. VALIDITY OF CONTRACT**

The contract, if awarded, shall be initially valid for a period of one year from the date of award subject to continuously satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the university shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the University. The initial period of one year may be extended, be extended subsequently, on mutual consent, for a period of not more than one year at a time (up to a maximum of two years) on review of performance, depending upon the requirements and administrative conveniences of the

#### **11. PAYMENTS**

- 11.1** After selection of the successful bidder as contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the contractor by the University for the Security Services.
- 11.2** The prices in the Price Schedule shall be exclusive of any Service Tax, Education Cess, Secondary and Higher Education Cess or any other applicable taxes as may be levied by the Government from time to time and the same shall be charged in addition to the applicable rates.
- 11.3** The initial cost of the contract shall be valid for a period of one year. No price escalation, other than minimum wages revision, shall be entertained by the University during the period.
- 11.4** After expiry of the initial period of the contract of one year and if the contract is renewed by the University, the contractor shall claim increase in the contract cost only on account of increase in the minimum wages, as and when increased by the Government.
- 11.5** All payments shall be made in Indian Currency by means of Electronic Clearance Service (ECS).
- 11.6** The University shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the contractor, and the amount so deducted shall be deemed to be a payment made to the contractor.
- 11.7** No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

## **12. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES**

**12.1. "Force Majeure" shall mean any event beyond the control of the University or of the contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:**

- (i) War, hostilities, invasion, act of foreign enemy and civil war;**
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;**
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;**
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.**

**As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an affected party shall notify to the other party of the event of Force Majeure setting out, inter-alia, the following in reasonable detail: .**

**12.2 The date of commencement of the event of Force Majeure;**

**12.3 The nature and extent of the event of Force Majeure;**

**12.4 The estimated Force Majeure Period,**

**12.5 The reasonable proof of the nature of such anticipate delay or failure and its defect upon the time for performance and the nature of and the extent to which, performance of any of it's the affected obligations under contract is by the Force Majeure.**

**12.6 The measures which the affected party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.**

**12.7 Any other relevant information concerning the Force Majeure and /or the rights and obligations of the parties under the contract.**

## **13. TERMINATION**

**This contract may be terminated by either party by giving written notice to the other if:**

**13.1 The other party is in material breach of its obligations under this agreement and/or, in case of such breaches capable of being remedied fails to remedy the breach within thirty days of receiving notice of such breach.**

**13.2The contract may be terminated forthwith by the University by giving written notice to the contractor, if,**

**13.2.1In case of breach of any of terms and conditions of the contract by the contractor, the Competent Authority of the University shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by the University in that event and the Performance Security Deposit in the form of Fixed Deposit Receipt shall be forfeited and encased.**

**13.2.2 The contractor does not provide security services satisfactorily as per the**



requirements of the University or / and as per the Schedule of Requirements

13.2.3 The contractor goes bankrupt and becomes insolvent.

#### **14. DISCLAIMER**

The relatives / near relatives of employees of the University are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- a) Members of a Hindu Undivided Family.
- b) Their husband or wife.
- c) The one is related to the other in the manner as father, mother ,  
Son (s), son's wife (daughter-in-law), daughter(s) & daughter's husband  
(son-in-law), brother(s) & brother's wife, sister(s) and sister's husband  
(brother-in-law)

#### **15. INSOLVENCY**

15.1 The Competent Authority of the office in the may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

- i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- iii) If the contractor commits any breach of this contract not herein specifically proved for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchase.

#### **16. CURRENCIES OF BID AND PAYMENTS**

The bidder shall submit its price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

#### **17. GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

17.1 If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be resolved in accordance with the existing Arbitration Rules. The authority to appoint the arbitrators shall be the International Centre for Alternative Dispute Resolution. The International Centre for Alternative Dispute Resolution will provide

administrative services in accordance with the existing Arbitration Rules. The place of arbitration proceedings shall be Rajgir. The language of the arbitration proceedings shall be English.

**17.2 Jurisdiction of Court:** This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Courts in Bihar.

### **XIII. SPECIAL CONDITIONS OF CONTRACT**

1. The special conditions of contract shall supplement the "Instructions to the Bidders".

2. **INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep the University indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the University on account of acts of omission/commission attributable to the contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. The University shall be vested with sole discretion to determine damages / loss suffered on account of above firm, the dues payable from Performance Security Deposit as Performance Guarantee or from the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the contractor at any point of time,

3. **LABOUR LAW COMPLIANCES**

- 3.1 The engagement and employment of laborers and payment of wages to them as per existing provisions of various Labor Laws and Regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. The University may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

- (a) All wages are allied benefits such as Leave, ESI, PF, Gratuity , Bonus etc, shall be paid by the contractor and the University shall not incur any liability or additional expenditure, whatsoever for personnel deployed,
  - (b) It is mandatory that the employees must be paid through bank/cheques/ECS only in terms of instruction of the Labor Commissioner.

- 3.2 The contractor shall abide by all labor laws, laws related to EPF Organization, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the contractor to the University every month along with the bill. The contractor shall abide, including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonus.

- 3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may

arise during currency of the contract due to non-compliances of labor or other related laws.

3.4 The contractor shall be responsible for compliance of all the laws/ rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/Security personnels, engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during, the course of performance of the contract.

3.5 The contractor shall submit periodical returns as may be specified from time to time.

#### **4. OFFICIAL RECORDS :**

4.1 The contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in premises of the University.

4.2 The contractor shall maintain a personal file in respect of all the staff, who is deployed in University's Office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-a-vis action taken etc.

4.3 The contractor shall furnish an undertaking that within seven days of the close of every month they will submit to University a statement showing the recoveries of contributions in respect of individual employees with Certificate that the same have been deposited with ESIC / EPFO Commissioners.

4.4 Each monthly bill must accompany the:

- (a) List of employees with their date of engagement
- (b) The amount of wages (The contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.)
- (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC.
- (d) Declaration of the contractor regarding compliance of EPF / ESIC requirements.

4.5 The contractor shall also prepare a register indicating all payments/dues in respect of all the employees.

#### **XIV. OTHER TERMS AND CONDITIONS**

i) The Bidder/contractor will have to provide adequate security staff for the purpose as per the plan of deployment. The timing of the deployment of the staff would be according to the needs of the University. However the normal working hours would be round the clock on all working days, Time may be changed as per requirement.

ii) The Bidder should take care that the rates quoted are written clearly. In case of corrections/overwriting if any, the Bid will not be accepted, unless the same are authenticated by the authorized signatory who has signed the Bid.

- iii) The Bid shall remain valid for a period of three months from the date of opening of price bid .
- iv) The Bidders submitting Bid would be considered to have considered and accepted all the terms and conditions.
- v) Joint Bid shall not be considered.
- vi) A list of the employees engaged by the Agency/Contractor shall be provided to the University before taking over the work. The Bidder/contractor will issue identity cards to their staff clearly indicating the place of deployment i.e. Nalanda University and they shall wear identity cards while on duty failing which no entry will be allowed inside the Campus. This will be provided by the Bidder/contractor at their own cost.
- vii) The list of references where similar work is with the Bidder/contractor shall be forwarded along with the photocopies of the work orders of the University Departments.
- viii) The contract can be terminated by the University by giving one month's notice. The Agency/Contractor can also terminate the contract by giving three months' notice.
- ix) Nalanda University or a committee constituted for the purpose shall have the right to check the performance of the Security personnels and quality of material and various equipment used by the contractor as per requirement.
- x) The Security personnels and Supervisors should not have any criminal record or any kind of police case against them. Their conduct should be good. If any worker is found indulging in any unlawful activity, he will have to be removed in addition to any other action that may have be. It will be the responsibility of the contractor to deploy the Security personnels only after getting their antecedents verified by the police.
- xi) The contractual staff will not have any right for employment in Nalanda University.
- xii) Agency/Contractor shall be responsible for the conduct and behavior of its Security personnels.
- xiii) In the event of any loss to the University on account of negligence of Agency/Contractor's employees, the Agency/Contractor shall make good the loss sustained by the University either by the replacement, or by payment of adequate compensation.
- xiv) The Security instructions/orders issued by the University from time to time shall have to be followed by the Bidder/contractor and his employees.
- xv) The Bidder has to quote the rate as per the schedule format enclosed with Bid form.
- xvi) UNIFORM: The agency shall provide two Pairs of Uniforms each for winter and summer of Approved Colour to their Security personnels while on duty within the premises. The Security personnels shall always be in uniform. Security personnels and Supervisors must wear neat & clean-ironed uniform (including

proper name badges), failing which a penalty of Rs.500/- per day shall be imposed. The penalty on this account shall be deducted from the contractor's bills. Colour of uniform for Security Personnel's/ Security Supervisors/Assistant Security Officer/Security Officer will be in different pattern & colour.

- xvii) The Contractor shall be responsible to the Head of the University i.e. University or officer in-charge nominated by the University for the execution of day-to-day work of the Campus. In day-to-day matter, decision of University will be final and binding on the agency.
- xviii) The Contractor shall work under the overall supervision and directions of the Officer In charge nominated by the University.
- xix) The Contractor shall issue Identity Cards to all their Security personnels, which they shall wear while on duty.
- xx) The Contractor should provide mobile phone to its Supervisors and Manager so that they may be contacted by University officials in case of need.
- xxi) The Security personnels of the agency should strictly observe the code of conduct and manner befitting security. If any employee of the contractor fails to absolve proper conduct, the contractor shall be liable to remove him from deployment, immediately.
- xxii) The Supervisors and security personnels shall not be below the age of 18 years and above the age of 50 years.
- xxiii) The Security personnels shall be available all the time at the place of their duty as per the roster and shall not leave the place of duty without prior permission and without providing alternative arrangement.
- xxiv) In case any worker is found missing from duty etc, he will be treated as absent and will not be entitled to wages for that day.
- xxv) The agency shall submit photographs, address and police verification of Supervisors and all security personnel's to Registrar, Nalanda University within one month of the award of the contract and undertaking in this regard to be submitted to the University and the University shall ensure that the contractor complies with the provisions failing which the University may deduct 1% of monthly bill (excluding service tax).
- xxvi) The owner of agency shall visit the University and take feedback from Registrar or designated officer for improvement in functioning of agency.
- xxvii) In case the day of opening of Bids happens to be a holiday, the Bids will be opened on the next working day at the same time. The Bid received after the above said scheduled date and time will not be considered. No Bid by FAX/email will be entertained .
- xxviii) A medical fitness certificate from the Govt hospital must be submitted in respect of each labourer to be employed in all campuses of the University.
- xxix) In case of any incidents /quarrel/complaints occurred /thefts in the university ,then all types of FIR with the police ,court cases on this account has to be dealt by the agency immediately with information to the university.

- xxx) Supervisors should always be present during the working hours to monitor the performance of the personnel deputed for various tasks.
- xxxi) Proper attendance register has to be maintained and details of the attendance / leave has to be submitted along with the claim each month for making the payment.

#### **XV. Eligibility criteria of Security Personnel**

##### **A. Security Officer**

1. Should be Ex-Servicemen not below the rank of JCO with Post graduate and well versed with computer knowledge having minimum five years of relevant experience.
2. Should have good knowledge of Security Systems and be able to control movement of goods, personnel and transport
3. Should be able to gather information on security matters of the University.
4. Should be well versed in firefighting, disaster management and be able to advise and train security guards, deployed on matters relating to first aid, firefighting, mob management and security.
5. Should take rounds and be able to detect security loopholes, assess fire threats and be able to take preventive measures.
6. Supervise the attendance of the guards and maintain attendance of Security personnels of other agencies working in the campus daily.
7. Office timing of Security officer will be in day time from 8.00 A.M to 04.00 PM.
8. Security Officer will be paid an amount of Rs. Five thousand as maintenance allowance on monthly basis in addition to minimum wages.

##### **B. Assistant Security Officer**

1. Should be Ex-Servicemen not below the rank of JCO with graduate and well versed with computer knowledge.
2. Should have good knowledge of Security Systems and be able to control movement of goods, personnel and transport
3. Should be able to gather information on security matters of the University.
4. Should be well versed in fire fighting, disaster management and be able to advise and train security guards, deployed on matters relating to first aid, fire fighting, mob management and security.
5. Should take rounds and be able to detect security loopholes, assess fire threats and be able to take preventive measures.
6. Supervise the attendance of the guards and maintain attendance of Security personnels of other agencies working in the campus daily.
7. Should report to the Security officer.
8. Assistant Security Officer will be paid an amount of Rs. Two thousand as maintenance allowance on monthly basis in addition to minimum wages.

##### **C. Security Supervisor**

1. Should be Ex-Servicemen with minimum 10+ 2 qualification.
2. Should have good knowledge of Security Systems and be able to control movement of goods, personnel and transport
3. Should be able to gather information on security matters of the University.

4. Should be well versed in fire fighting, disaster management and be able to advise and train security guards, deployed on matters relating to first aid, fire fighting, mob management and security.
5. Should take rounds and be able to detect security loopholes, assess fire threats and be able to take preventive measures.
6. Supervisors should check attendance of the guards and maintain attendance of Security personnels of other agencies working in the campus daily. He will also give feed back of the security of the University to the Security Officer from time to time on daily basis.
7. Security Supervisor on duty will be provided with mobile phone for his working hour. At the time of reliving he will hand over the mobile to the Security Supervisor on duty in next shift.
8. **DUTY HANDING OVER & TAKING OVER:**  
The following procedures shall be followed at the time of duty hand over & take over.
  - a. The guard taking over the duty will go through the log and the entries made in the previous shift and discuss the progress plan with the reliever.
  - b. Both the guards will check the entire building area thoroughly.
  - c. The guard taking over shall check all the documents relevant to his duties under security before taking over the charge.
  - d. The handing over and taking over reports and other relevant security registers will be given to the concerned officials of NU periodically for verification.

#### **D. Security Guard**

1. Should have minimum 10<sup>th</sup> Pass
2. Should have good knowledge of Security Systems and be able to control movement of goods, personnel and transport
3. Should be able to gather information on security matters of the University.
4. Should be well versed in fire fighting, disaster management and be able to advise and train security guards, deployed on matters relating to first aid, fire fighting, mob management and security.
5. Should take rounds and be able to detect security loopholes, assess fire threats and be able to take preventive measures.

**XVI . 1.** The Security Officer, Guard and Supervisors should have good health, good character and personality. Minimum qualification for Guards should be 10<sup>th</sup> Pass. Minimum height of Security Officer/Supervisor and Security Guard should not be less than 5.6'' (5 feet 6 inch). Both the eyes should be normal. Only physically fit person are to be deployed for duty.

2. Manpower so engaged by the contracting agency shall be trained for providing security services before joining. The contractor shall provide proof of Ex-Servicemen and University shall get it verified on its own. Security staff other than ex-servicemen shall get training of minimum of five days duration for providing security and fire fighting services.

3. The contractor shall have his own set up with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Police Personnel to provide training or should have tied up with a training University, for training purpose at his own cost to ensure correct and satisfactory performance of the staff deployed.

4. The Security staff shall be available all the time at the place of their duty, as per the roster and shall not leave the place of duty without prior permission and making alternative arrangement.

- 5. In case any Guard/Supervisor is found missing from duty or sleeping during duty hours, he will not be entitled to the wages for that day.**
- 6. If any security staff is caught in inebriated state during duty, the services of guard will have to be terminated by the agency immediately. The University shall also have the right to remove any undesirable person employed by the agency.**
- 7. The Security Guards and Supervisor should not have any criminal record or any kind of police case.**
- 8. The agency shall submit photographs, address and police verification of Security Officer, Supervisors and all Security Guards to Registrar, Nalanda University within one month of the award of the contract and undertaking in this regard to be submitted to the University and the University shall ensure that the contractor complies with the provisions failing which amount of five hundred in each occasion will be deducted in the month of such report as penalty.**
- 9. A detailed list of Security Officer, Security Supervisor and Security Guards along with their photographs attested by the agency including permanent address should be provided to the office for record before taking over the charge of security. Changes, if any, will have to be reported to the University, immediately.**
- 10. The owner of Security agency has to visit the University and take feedback from Registrar/Committee for Security for improvement in functioning of agency.**
- 11. No Security Personnels should be allowed to engaged for more than one shift in 24 hours. However, in special circumstances, may be allowed with the permission of the designated officers of Nalanda University.**
- 12. The designated officers including Vice Chancellor/Registrar himself/ herself will conduct surprise checks. If any deficiencies/violations of the terms and conditions are noted during the surprise checks, a penalty shall be imposed on the contractor as per conditions.**



## **XVII. Penalty:**

Penalties will be levied as mentioned below subject to the ceiling limits mentioned therein for specific lapses found during the period of contract and will be recovered from the monthly payments after due notice to the Contractor.

Sr. No.	Lapses	Maximum limit of Penalty per occasion per day
1.	Cattle entry	Rs. 1,000/-
2.	Absence/ Nonfunctioning of mobile phone	Rs. 500/- (Per set)
3.	Absence of Patrolling vehicle (two wheeler/ Four wheeler) per day	Rs. 500/1000- (Per day)
4.	Keeping main gates open from 10pm to 6am	Rs. 1,000/-
5.	Unauthorized entry of vehicles/outsidars	Rs. 500/- (Per entry)
6.	Guards found sleeping on duty/Other kinds of negligence of duty	Rs. 1,000/- (Per guard)
7.	Non-manning of duty post (Absence of guards /ASO)	Rs. 1,000/- (Per guard/ASO)
8.	Misusing of official telephone or computer	Rs. 1,000/- (in addition recovering the actual cost of misuse)
9.	Non-availability of security tools	Rs. 500/- per day per items
10.	Note:- In case of theft in the university premises, actual cost of the item and an amount of Rs. One thousand will be recovered from the monthly bill of the agency.	

Apart from above mentioned, any other lapse not covered above may be decided by the University, keeping in view the seriousness and gravity of the lapse.

## **XVIII. SPECIAL TERMS AND CONDITIONS:**

- a) The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
- b) The contractor shall abide by and comply with all the relevant laws and statutory requirements like Minimum Wages Act, Payment of Wages Act, Contract Labour (Regulation & Abolition) Act, 1970, EPF Act etc. with regard to the personnel engaged by him for providing the services in question. It will be the responsibility of the contractor to provide details of manpower deployed by him, to the University and the authorities prescribed in the relevant laws and Rules. Relevant forms of EPF for each worker will have to be submitted to the University for Information.
- c) The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same.
- d) The contractor shall be responsible for the conduct and behavior of its Security personnels employed by the agency.

- e) **The Nalanda University shall have the right, to have any person removed who is considered unacceptable due to the reasons of security, efficiency etc. Similarly contractor reserves the right to change the staff with prior intimation to the University.**
- f) **The University shall not be responsible for any compensation, which may be required to be paid to the worker(s) of the contractor consequent upon any injury/mishap.**
- g) **The earnest money of the renderers whose tender are not accepted will be refunded after the tender has been finalised.**
- h) **The earnest money of the successful tenderer will be refunded after the Performance bank guarantee is furnished. The successful tenderer will have to furnish bank guarantee/FDR for Ten percent of contract value .The validity of bank guarantee submitted by the successful bidder will be fifteen months from the commencement of SERVICES. The format of performance bank guarantee is being provided in annexure –PBG. The BG/FDR issued from scheduled bank only will be acceptable. The performance bank guarantee shall be forfeited in case of non-performances or breach of any terms of condition(s).**
- i) **The successful tenderer will have to sign an agreement with the University on a non-judicial stamp paper of Rs. 1000/- before taking over the contract. Format is being provided herewith NIT.**
- j) **The Supervisors shall be paid wages applicable to Skilled category. Guards will be paid wages applicable to Semiskilled category. Assistant Security Officer and Security Officer will be paid wages applicable to highly skilled category with graduate qualification.**
- k) **NIT issuing authority --- Registrar Nalanda University Rajgir**
- l) **Tender accepting authority ... Registrar Nalanda University Rajgir**
- m) **Registrar, Nalanda University RESERVES THE RIGHT TO ACCEPT OR REJECT ANY/ALL TENDER(S) WITHOUT ASSIGNING ANY REASON.**
- n) **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 the bid, in addition to other punitive measures.**
- o) **On termination/expiry of the contract, the Security Agency will immediately remove all its personnel from the premises of the Nalanda University and handover premises to the designated officer of the University as per norms.**
- p) **If it becomes necessary to effect any amendments/ additions/ deletions to the terms and conditions, the same shall be placed on the website of the University, before the expiry of the deadline to submit tender.**

## **XIX. DUTIES & RESPONSIBILITIES AND RELATED ISSUES**

- 1. The Agency/contractor shall be responsible for all Security services and the safeguard of the property, both movable and immovable of the University in office and Residential campus.**
- 2. The Agency will indemnify the property of the University against theft, loss, pilferage and fire from the areas entrusted to its control and shall be responsible for all such losses**
- 3. Daily list of Supervisors and Guards on duty should be provided to the University.**
- 4. The University reserves the right to increase or decrease the number of Security staff deployed as per need, without assigning any reasons. The contractor shall be under obligation to provide the additional manpower.**
- 5. Changing of Supervisor/Security personnels should be intimated in writing to the Registrar in advance. Non –compliance will invite a penalty of Rs. 500/-, an each occasion. In the event of frequent non-compliance, the University shall be at liberty to terminate the contract.**

### **6. GENERAL INSTRUCTION:**

- a) All the security personnel deployed at NU will ensure that they are fully conversant with the NU's business activities and its related security requirements, namely:**

#### **I.CODE OF CONDUCT,**

- II. Are smartly turned out and vigilant.**
- III. Are always punctual and arrive at least 15 mins. Prior to the start of their shift. Take charges of their duties properly and thoroughly.**
- IV. Perform their duties with honesty and sincerity.**
- V. Read and understand their assigned duties and responsibilities and follow the same.**
- VI. Extend respect to all the NU staff members at the facility.**
- VII. Shall not consume liquor or any other items of the like nature whilst on duty.**
- VIII. Will not engage themselves in gossip or chit chat whilst on duty.**
- IX. Will not leave the post unless their reliever comes.**
- X. Will immediately report to the concerned officials at NU, if any untoward incident/misconduct or misbehaviour occurs and also to their higher officials.**
- XI. In case of any clarifications in their assigned duties, the security personnel will approach the concerned officials of NU.**
- XII. The Security Supervisor & other concerned Patrolling Officers/Supervisors will make periodic rounds around the premises and submit the report on their observations/findings to the concerned officials of NU" Administrative Officer" on a monthly basis.**

### **7. CONFIDENTIALITY:**

- a) There shall maintain confidentiality as to the following:**
- b) The location, Phone Nos., Contacts & Mobile Nos. of the key personnel and the movement plans of NU will not be given to anyone.**
- c) Car make, car number and color**

- d) Telephone Number and any other information given by the concerned officials of NU-.
- e) Location details.
- f) Meetings and conference schedules.
- g) Visit programs of VIP's visiting NU.
- h) Site Plans, Building plans & other drawings/approvals of NU.
- i) Travel details of NU officials.

#### **8. SECURITY OFFICER/ASSISTANT SECURITY OFFICER:**

- a) The Security Officer/Assistant Security Officer is responsible for monitoring the entire Security staff deployed at NU facility and shall also ensure that the security arrangements are in accordance with the given instructions.
- b) He will be on patrol at all times through the shift so as to ensure that the security personnel are carrying out the assigned duties properly.
- c) He shall check all the records, registers and other documents handed over to them and which are relevant to them in their duties on a daily basis and shall ensure that all the records are updated and properly maintained.
- d) He should have a close rapport with the Police, Fire Brigade and Hospitals and in case of any emergency of any nature, he should be able to deal with the situation. He should also maintain the Telephone Numbers including residence Numbers & Mobile Numbers of the Senior officials of NU.
- e) He should ensure that all the visitors are treated with respect and courtesy and escort the VIP delegates of NU.
- f) He should perform maintenance checks on Fire Fighting equipments and other equipments as may be applicable and inform the concerned officials of NU regarding any replacements/maintenance to be done.

#### **9. SECURITY GUARD**

- a) The guard shall ensure that all the visitors sign in the visitor's book and also declare all the Medias such as laptops, software diskettes, samples and all other items brought in at the visitor property register kept at the security place. They shall also ensure that these Medias are counted and checked prior to their departure.
- b) The guard shall ensure that appropriate badges are issued to the visitors and they are escorted by the Patrolling guards.
- c) The guard shall not permit the visitors to enter NU facility on their own. They will ensure that all the visitors, suppliers and others are escorted by the respective staff members dealing with them.
- d) The guard will be courteous to the visitors and shall not resort to arguments when confronted with the issues.
- e) The guard shall not permit the unauthorized items into the building. At the same time, the items which are to be taken out will not be permitted without the Material Gate Pass or other form of Letter of Authorization to remove the materials.
- f) The guard shall not leave the post without informing the supervisor and also without a proper reliever.
- g) The guard shall ensure that the Reception area is kept clean & tidy.
- h) The guards shall check the Log Books maintained by the drivers for all the regular vehicles hired by NU.
- i) The guard shall ensure that the personnel entering the NOC premises are wearing the identity card or badges.
- j) The guard shall maintain the returnable and non-returnable registers as well as the testing material movement registers.

- k) The guard shall ensure that all the visitors sign in the visitor's book and also declare all the Medias such as laptops, software diskettes, samples and all other items brought in at the visitor property register kept at the security place. They shall also ensure that these Medias are counted and checked prior to their departure.
- l) The guard shall monitor the Generator/UPS room and ensure that no unauthorized persons have access and shall always be on patrol from one end to another with special attention at the backside gates.
- m) The guard shall report any unauthorized entry/irregularity/emergency noticed by them to their Security Supervisor who in turn will report the same to the concerned officials of NU.
- n) The guard shall keep a watch on the areas behind the NOC so as to avoid any trespassers.
- o) The guard shall ensure that all the desk lights; fans & Air Conditioners (only at the workstation areas) are switched off during the office closing hours before locking the facility. He shall also ensure that all the windows are properly locked while closing the facility.
- p) The guards shall not touch the computers, laptops, modems & other equipment housed in the critical areas like equipment beds, server rooms, console rooms etc.
- q) The guards shall carryout the patrolling every hour once the office is closed.
- r) The guard shall keep a watch on the contractors/casual labourers working in NU premises.
- s) The guard shall bring all the mails belonging to NU from the post office.
- t) The guard shall check the level of water in the water tank quite often and arrange for its refilling as & when required.
- u) In case the guard observes anything unusual or some untoward incidents happening, he should report the same to his Supervisor who in turn will report the same to the concerned officials of NU.
- v) In case of power failure, the guard shall inform the Electricians on duty to switch on the DG set immediately.
- w) In case diesel is purchased for the DG set, the records regarding the stock of diesel, diesel consumption etc. shall be entered in the registers meant for the purpose.
- x) The guard at the stores area shall maintain the various Material movement's registers such as Incoming Returnable Material register, Incoming Non-Returnable Material register, Outgoing Returnable Material register and Outgoing Non-Returnable Material register and the necessary entries shall be made in these registers as per the instructions of the concerned officials of NU at stores.
- y) The guard shall maintain a register for the files coming in and moving out of stores as per the instructions of the concerned officials of NU at stores.
- z) The guard shall maintain a separate registers for the In & Out movement of different personnel such as Staff members from other Groups, Visitors to stores, Security & other contract staff members respectively. In case there are any materials required to be taken from stores at the time when the stores is locked, the same shall be allowed to the concerned staff members from other group/Departments of NU after making the necessary entries in the formats/registers meant for the purpose as per the procedures laid down by the concerned officials of NU at stores.

## **XX. PAYMENT CONDITIONS**

1. The bidder/contractor shall make the payment to its employees as per the minimum wages act in force in the Labour Department, Govt. of India, from time to time. The payment to contractual employees shall have to be made by NEFT/RTGS mode. In case in special circumstance NEFT/RTGS is not possible, cheque in the presence of the University's representative will be disbursed to the guards/supervisors/security officer. The payment to the contractual employees should be made latest by the 7<sup>th</sup> day of the month, following the month for which wages are to be paid. The payment of statutory contributions like those pertaining to EPF and ESI should be made to the concerned authority within the prescribed time-limit. After making the payment to the contractual employees, the contractor shall submit the bill to Registrar of Nalanda University latest by the 10<sup>th</sup> day of the month following the month for which wages are paid along with the details in Annexure C. The University shall make payment to the contractor as far as possible within ten days of the receipt of the bill complete in all respects. If the contractor fails to make the payment by the date mentioned here, the University shall be at liberty to itself make the payment to the Security personnels (including supervisors). In that case the University shall make deduction of the amount paid to the Security personnels from the bill or other dues of the contractor.

2. The payment of monthly bills will be cleared based on submission of proof of payment to the security personnels (Bank Statement), ECS of ESI & EPF contributions failing which proportionate payment may be withhold.

3. It shall be the duty of the contractor to get EPF and ESI code number allotted to the employees and deposit the employees' contribution along with the employer's contribution within the prescribed time limit. If the contractor fails to remit employee/employer's contribution towards EPF and ESI within the stipulated time, the University shall be at liberty to cancel the contract.

4. If any penalty is imposed on the University or its officer(s) or the University is directed to make any payment, by any Govt. authority including the Labour Authorities, due to non-compliance by the contractor with any provisions of the law, the amount of the penalty shall be recovered from the bills, EMD and/or performance security submitted by the contractor. The contractor shall also be under obligation to pay to the University the amount paid by the University due to violation of laws/rules by the contractor, within 15 days of the receipt of communication of the University demanding the payment.

5. The agency shall submit to the University copies of returns in detailed submitted to the ESIC/EPFO from time to time.

6. If as a result of post audit any overpayment is detected to the contractor, it shall be recovered by the University from the bills or performance security. etc. The contractor shall also be under obligation to refund to the University any amount received from the University, which is found to be an overpayment, by the audit, within 15 days of the receipt of communication of the University demanding the refund.

7. The University will deduct T.D.S. from the monthly payment made to the agency as per rules.

1. The reasonable proof of the nature of such anticipate delay or failure and its defect upon the time for performance and the nature of and the extent to which, performance of any of it's the affected obligations under contract is by the Force Majeure.

2. The measures which the affected party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
3. Any other relevant information concerning the Force Majeure and /or the rights and obligations of the parties under the contract.

## **XXI. TERMINATION**

This contract may be terminated by either party by giving written notice to the other if:

- a. The other party is in material breach of its obligations under this agreement and/or, in case of such breaches capable of being remedied fails to remedy the breach within thirty days of receiving notice of such breach.
- b. The contract may be terminated forthwith by the University by giving written notice to the contractor, if,
  2. In case of breach of any of terms and conditions of the contract by the contractor, the Competent Authority of the University shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by the University in that event and the Performance Security Deposit in the form of Fixed Deposit Receipt shall be forfeited and encashed.
  - a. The contractor does not provide security services satisfactorily as per the requirements of the University or / and as per the Schedule of Requirements
  - b. The contractor goes bankrupt and becomes insolvent.

## **XXII. DISCLAIMER**

The relatives / near relatives of employees of the University are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- a) Members of a Hindu Undivided Family.
- b) Their husband or wife.
- c) The one is related to the other in the manner as father, mother , Son (s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

### **i. INSOLVENCY**

1. The Competent Authority of the office in the may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-
2. If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend

payment of if the firm be dissolved under partnership act, or

3. If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
4. If the contractor commits any breach of this contract not herein specifically proved for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchase.

### **XXIII. PROCEDURE OF TENDER SUBMISSION**

1. The bidder should complete the technical bid in Annexure A and attach the prescribed documents. All these documents may be kept in a sealed envelope superscribed Technical Bid. The price bid may be kept inside another sealed envelope superscribed 'Price Bid'. Both the envelopes should be kept inside a bigger sealed envelope and should be dropped in the Tender box kept at reception of Nalanda University, Rajgir 803 116 latest by 3.00PM on 20.06.2017. No tender will be accepted after the above date and time. The tenders can be submitted only in English.
2. All the documents under technical bids should be in spiral binding form and each page should be numbered with index.
3. The Tender will be opened by the Tender Opening Committee of the University at 3.30 PM on 21.06.2017 in the presence of available bidders or their Representatives. The entry will be allowed only on display of valid I-card of the agency.

### **XXIV. DISPUTE RESOLUTION**

1. Any dispute and/or difference arising out of or relating to this contract will be resolved through joint discussion of the authorised representatives of both the parties. However, if the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Registrar, Nalanda University.
2. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act, 1996, as amended from time to time.
3. The cost of Arbitration shall be borne by the respective parties in equal proportion. During the pendency of the arbitration proceedings and currency of contract, both party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Nalanda University, Rajgir.



## **XXV. JURISDICTION OF COURTS**

The competent court in Bihar shall have the jurisdiction to try all disputes, if any, arising out of the agreement between the parties.

## **XXVI. BRIEFING TO SUCCESSFUL BIDDER**

On acceptance of the offer, the contractor will be invited for detailed briefing by the Registrar and Security Committee to take over charge from the previous agency. The agency has to deploy security personnels immediately or in any case within 30 days of issuance of award of contract of Security Services.

## **XXVII. SELECTION OF THE AGENCY FOR ANNUAL CONTRACT OF SECURITY IN NALANDA UNIVERSITY CAMPUS.**

- a. While selecting the contractor, due consideration will be given to Work experience Certificates and Site visit report submitted by the Committee constituted by the Nalanda University.
- b. The final selection of the agency would be made after taking into account all relevant factors like past performance, credentials, responsible business practices, competency to execute such contracts, credentials of fulfillment of provisions of labour laws with past contract and other terms and conditions specified in the Tender Document. Mere Lowest rate is not the sole criterion of selection. Nalanda University is not bound to accept the lowest rate(s).
- c. The University will appreciate if a bidder proposes to charge a reasonable sum as service charges. But the non-payment of prescribed minimum wages and the statutory dues is not acceptable to the University. The firms which do not believe in paying the prescribed minimum wages to employees and complying with the statutory requirements like the payment of EPF/ESI contribution etc. need not submit tender.
- d. Tender submitted by the bidders will be examined by the University Tender Evaluation Committee. Further Site visit committee of the University will visit the present site of technically qualified bidders. The site visit committee may examined the performance of the present site of technically qualified bidder towards compliance of ESI, EPF, Minimum wages, Uniform, security tools etc . Price bids will be opened of only those bidders whose present site of the contract will be found satisfactory by the site visit committee of the University.

(Note: - All the interested bidders are requested to present on pre bid meeting to be held on 06.06.2017 at 03.00 PM at Nalanda University, Rajgir for their query, if any in the matter)

**ANNEXURE- A**  
**TECHNICAL BID FOR ANNUAL CONTRACT OF SECURITY SERVICES**

Sl. No	Documents	Yes/No	Page No.
1	Earnest Money Deposit of Rs 7, 60,000/- in the form of DD issued by any scheduled commercial bank in favour of Nalanda University valid for 90 days period.		
2	A demand draft for Rs.5000/-(Five thousand only) drawn in favour of Registrar, Nalanda University, payable at Rajgir.		
3	Power of attorney on Rs. 100/- stamp paper with 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 Registrar Partners also. Obligation is company/partnership/LLP/Sole/Joint venture, supported by relevant document		
4	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last three financial year		
5	Self-attested copy of Service Tax Registration No		
6	Self-attested copy of valid Registration number of the firm/agency and self-attested copy of ISO certificate		
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. under Contract Labour (R&A) Act, 1970.		
10	Proof of experiences of last three financial years (ending 31.03.2016) along with satisfactory performance certificates from the concerned employers		
11	Annual turnover of 10 crore per year of previous three years supported by self-attested copies audited balance sheet and Receipts and Payments Account		
12	Proof of latest License to engage in the business of Security Agency under Regulation Rules.		
13	Price bid proforma completed & sealed in separate envelope		
14	List of Arbitration cases (if applicable). Do not leave it blank. If there are no such cases, write "Not Applicable"		
15	Undertaking of the agency confirming the availability of adequate manpower with requisite qualification and experience.		
16	Undertaking by the bidder to the effect that there is no Police case pending against the proprietor/firm/parties relating to previous service contracts.		
17	Self-declaration from agency having 30% ex-serviceman of total staff		
18	Declaration of non-blacklisting by any department on hundred rupees stamp paper		
19	Annexure-I and IA, duly filled in		
20	Any other documents, if required		

Signature of the authorized representative of Bidder  
Name of the authorized representative of the bidder \_\_\_\_\_  
Name and Address of the Bidder \_\_\_\_\_  
Email id and mobile No. \_\_\_\_\_

Date:  
Place:

## ANNEXURE-I

### NALANDA UNIVERSITY Rajgir 803 116

Details of other organizations where such contracts were undertaken during last three years (enclose supporting documents).

Sl. No.	Name & Address of the organization, contact No.	No. of personnel supplied. Period of contract	Whether Govt./Semi Govt./Autonomous body/PSU/Private. (please specify)	Amount of contract
1				
2				
3				
4				
5				

\* Copy of self-attested work order should be enclosed.

Reason for termination (if any)

- 1.
- 2.
- 3.

Signature of the authorized representative of Bidder

Name of the authorized representative of the bidder \_\_\_\_\_

Name and Address of the Bidder \_\_\_\_\_

Date:

Place:

## ANNEXURE-IA

### NALANDA UNIVERSITY Rajgir 803 116

Details of other organizations where such contract is being undertaking at present time.

Sl. No.	Name & Address of the organization	No. of personnel supplied. Period of contract	Name , Designation and contact number of field officer of the bidder	Name , Designation and contact number of concerned officer of the employer
1				
2				
3				
4				
5				

\* Copy of self-attested work order should be enclosed. Reason for termination (if any)

- 1.
- 2.
- 3.

Signature of the authorized representative of Bidder

Name of the authorized representative of the bidder \_\_\_\_\_

Name and Address of the Bidder \_\_\_\_\_

Date:

Place:

**Annexure- B**

**Pro- forma of PRICE BID for contract of Security Services to be provided to  
NALANDA UNIVERSITY  
Rajgir 803 116**

1	Wages to Security Guards (Semi Skilled) , Security Supervisors (Highly Skilled Ex-Service man-NCO) and Security Officer ( Highly Skilled with Graduate Ex-Service man as JCO) Security Officer- 1 Assistant Security Officer-1 Security Supervisor- 6 Security Guards- 116+21	As per the minimum wages prescribed for Central Govt. of India from time to time.  Security Officer will be paid additional amount of Rs. Five thousand, Assistant security officer, Two thousand per month and Security supervisor will be paid One thousand rupees per month as maintenance charge. (Note: The payment of monthly bills for ESIC, EPF, Bonus, Tools, Wages etc. to the agency will be paid to the agency on reimbursement basis.)
2	Employer's Contribution towards EPF and ESIC	As prescribed by the Govt. of India from time to time
3	Service Tax	As prescribed by the Govt. of India from time to time
4	Bonus	As prescribed in the relevant law
5	Cost of Uniforms per person per month for one pair (Summer and Winter) (in rupees)	
6	Contractor's Service Charge per person month (in rupees)	
7	Charges for the deployment of Security tools/vehicle etc. with breakup as mentioned at Sr. No. C of V of tender document (in rupees)	

\* Comparative statement of tender will be made after considering the figure filled at serial number 5 to 7 only

Signature of the authorized representative of Bidder

Name of the authorized representative of the bidder\_\_\_\_\_

Name and Address of the Bidder \_\_\_\_\_

Email id and mobile No. \_\_\_\_\_

Date:

Place:

**PBG (FORMAT)**

In consideration of the Vice Chancellor of Nalanda University (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between.....and ..... (Hereinafter called "the said Contractor(s)") for the work..... (Hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs..... (Rupees ..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement. 1. We, ..... (Hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs.

..... (Rupees..... Only) on demand by the NALANDA UNIVERSITY.

2. We, .....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the NALANDA UNIVERSITY stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....only) 3. We, the said bank further undertake to pay the NALANDA UNIVERSITY any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment. 4. We,

..... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the NALANDA UNIVERSITY under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till REGISTRAR on behalf of the UNIVERSITY certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. 5. We, ..... (indicate the name of the Bank) further agree with the NALANDA UNIVERSITY that the NALANDA UNIVERSITY shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NALANDA UNIVERSITY against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the NALANDA UNIVERSITY or any indulgence by the NALANDA UNIVERSITY to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s). 7. We, ..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the NALANDA UNIVERSITY in writing. 8. This guarantee shall be valid up to .....unless extended on demand by the NALANDA UNIVERSITY. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees ..... ) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated the .....day of .....for.....(indicate the name of the Bank)

## **Annexure II**

**AN AGREEMENT made on day of two thousand Sixteen BETWEEN (hereinafter called the contractor, which expression shall include its proprietor, partners, heirs, executors, administrators, legal representatives, successors and assignees) of the one part AND the NALANDA UNIVERSITY, Rajgir 803 116 (hereinafter called the University, which expression shall include its successors and assignees) of the other part.**

**Whereas the University had invited tenders outsourcing the Security services; vide its Tender Document No. which shall be deemed to be a part of this agreement;**

**Whereas the contractor submitted its tender dated, a copy of the price bid, submitted by the contractor, is annexed hereto as Annexure;**

**Whereas the University has accepted the tender submitted by the contractor, on the terms and conditions mentioned in the University's said Tender Document and conveyed its acceptance to the contractor; vide its letter No. Dated, which shall be deemed to be a part of this agreement;**

**Whereas the contractor is agreeable to the terms and conditions mentioned in the University's said tender document;**

**Whereas the contractor undertakes to comply with all relevant laws like Contract Labour (Regulation and Abolition) Act, 1970; Employees' State Insurance and Miscellaneous Provisions Act, 1952; Employees' State Insurance Act, 1948; Minimum Wages Act, 1948; Payment of Bonus Act, 1972; Payment of Wages Act, 1936; Income Tax Act etc. and to indemnify the University from the contractor's acts of omission or commission, as regards the compliance with the relevant laws;**

**Whereas the contractor declares that he/she/it shall own all responsibility for any act of omission or commission, as regards the compliance with the relevant laws;**

**AND WHEREAS the University is agreeable to make necessary payment to the Contractor, at the rates mentioned in the Annexure annexed hereto and as per the terms and conditions mentioned in the University's said Tender Document;**

**In WITNESS whereof Shri (name), (designation), the authorized representative of the contractor, for and on behalf of the contractor, has hereunto set his hand and Registrar for and on behalf of the University has hereunto set his hand.**

**(Signature of the authorized representative of the Contractor)**

**Name and designation of the contractor's representative**

**In the presence**

**of 1**

**2**

**(Signature of witnesses with full name and full address)**

**Registrar**

**For and on behalf of the University In the presence**

**of 1**

**2**

**(Signature of witnesses with full name and full address)**

## Annexure C

Details of employees to be furnished along with the bill

Wages for the month of \_\_\_\_\_

Signature of the authorized representative of the contractor

Sr. No.	Name of the employee	EPF No./ESI Code No	Monthly Wages paid	Employer's EPF contribution	Employee's ESI Contribution	Total	Bank Name	Bank A/c No
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								