

## **NOTICE INVITING TENDER**

**Tender No.NU/Admn./ NIT (Security Services) /2022-23/327**

**dated 19.12.2022**

Tender for providing Security Services in the Nalanda University, Rajgir (Nalanda), Bihar



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**Tender Notice No.NU/Admn./ NIT (Security Services) /2022-23/327**

**dated 19.12.2022**

**Section -1**

**Notice Inviting the Tender**

**Subject: Tender for Security Services in the Nalanda University at Rajgir  
(Nalanda), Bihar.**

The University invites sealed tender in two bid system from financially sound, reputed and eligible service provider entities for providing Guard & Security Services as per the details given in the tender documents.

<b>Tender Notice No NU/Admn./ NIT (Security Services) /2022-23/327 dated 19.12.2022</b>	
Important dates	
Date of publication of the NIT	19.12.2022
Date of commencement of Downloading the Bid Document.	20.12.2022
Clarification Start Date	27.12.2022
Clarification End Date	30.12.2022
Pre-bid meeting	03.1.2023
Bid Submission starting Date	06.01.2023
Bid Submission concluding Date	16.01.2023
Date of opening Technical Bid.	17.01.2023

2. The Tender document may be downloaded from the Central Public Procurement Portal: <https://eprocure.gov.in/epublish/app> or from the University Website: [www.nalandauniv.edu.in](http://www.nalandauniv.edu.in).

3. The Competent Authority reserves the right to reject any or all the bids and/or entire process of tendering at any stage without assigning any reason thereof and the decision of the Competent Authority of the University in this regard shall be final and binding.

Registrar  
Nalanda University  
Rajgir, Distt. Nalanda (Bihar)

**Tender Notice No.NU/Admn./ NIT (Security Services) /2022-23/ 327**

**dated 19.12.2022**

## **Section 2**

### **Form of Affidavit**

Affidavit Format

ON NON-JUDICIAL STAMP PAPER OF RS.100/-

I/we..... Partner(s)/ Legal Attorney/Proprietor(s)/ Accredited representative(s) of M/s .....solemnly declare that :

2. I/we am/are submitting tender for providing security services in the Nalanda University, Rajgir (Nalanda) against the Tender Notice No.NU/Admn./ NIT (Security Services) /2022-23/327 dated 19.12.2022

3. I/we or our partners do not have any relative working in the Nalanda University, Rajgir Distt. Nalanda. .

4. All information furnished by me/us in respect of fulfilment of the eligibility criteria and information given in this tender is complete, correct and true to the best of my knowledge and belief. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.

5. My/our bid shall be valid for a period of 120 days from the last date fixed for the submission of the bid in accordance with the Bidding Documents and shall remain binding upon me/us which may be accepted at any time before the expiry of the period.

6. If my/our bid is accepted, I/ we commit to submit a Performance Guarantee in accordance with the Bidding Documents.

7. The Price-Bid submitted by me/us is " WITHOUT ANY CONDITION".

8. If any information or document submitted is found to be false/fake/incorrect, the University may cancel my/our Tender and can take any action as deemed fit including termination of the contract which may lead to forfeiture of all dues including the Earnest Money (EMD) followed by blacklisting of my/our firm and all partners of the firm etc.

9. I/we also declare that the Government of India or any other Government body has not issued any show-cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

10. It is well understood that the workers provided by us will not have any direct employee- employer relation with the Nalanda University and hence, no worker so provided will claim any regularization of their services or enhancement in their wages from university. Payment of salaries and allowances to the workers would be our responsibility as per the wages and other terms & conditions prescribed by the Govt. of India, Ministry of Labour & Employment, office of the Chief Labour Commissioner, New Delhi.

11. I/we have visited the University Campus for assessing and acquainting ourselves with the University Security System, area of operation, availability of resources, risks and other contingencies in relation to the security environment to the best of our satisfaction as per the bid.

12. I/we also accept all the terms and conditions of this bidding document and undertake to abide by such terms including the condition that University shall not be bound to accept the highest ranked bid / lowest bid or any other bid that the University may receive.

**(Signature of the Tender with Seal)**

Seal of Notary & date

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### **Section-3**

**Introduction, Scope of Work, Manpower and other Resources**

## 1. Introduction

Nalanda University is an autonomous International University of national importance under the aegis of the Ministry of External Affairs, Government of India. The University provides quality avenues in PG & Ph. D Programs.

The University intends to outsource the Security Services and therefore, invites sealed tender in two bid system from the financially sound reputed and legally valid entities who fulfil the eligibility criteria of the bid for providing security services in the Nalanda University's Main / Interim Campus, Residential and Ajatshatru Hostels at Rajgir. The interested agencies are required to submit the technical and financial bid separately.

## 2. Scope of Works

(i) **Scope of work:** It includes security of the employees/other persons of the University and also safety and security of the University assets. The prospective bidder(s) is advised to get the first-hand acquaintance of the University security system by visiting the Campus between 11.00 AM to 2.00 PM for assessing the scope/dimension of the Security set-up. For this purpose, approval of the Adm. Officer, Nalanda University should be obtained in advance in respect of the date of visit.

Details of works & security duty is stated below.

**(a) Security Duty** in and around the University Main Campus & Interim Campus and Control room, in the Main Gate / Subsidiary Gates, Patrolling in security-prone areas and in visit of University VVIP. Radio communication through mobile/Walky-Talky, attending emergency fire alarm action, and total security services at the designated locations stated below.

1. Interim Campus & Ajatshatru Hostel in Rajgir
2. University Main Campus Buildings & Residential: The premises include Administrative Block-A & B, Shusma Swaraj Auditorium, Mini Auditorium, Library, School Buildings, Faculty Block, Project Office, V.C's Bungalow, Campus Inn, All Utility and Machinery /Panel Installed Buildings /rooms, DG sets including its logs, (11 Nos), and Chiller Buildings (5 Nos), Water Treatment Stations ( approx. 10 Nos), exterior and interior lights, motors, pumps, cables, fittings, and in village security pocket named Kubri & Jatti, and the outreach back area of the University boundary wall.
3. Safeguarding the University valuables from thefts, pilferage or

damage and also ensure safety of the employees, visitors, guests or any other persons working for the University. Opening / closing of buildings and rooms as necessitated / directed by the competent authority shall be done by the personnel.

4. Controlling the access of the persons into and out of the University Campus, Buildings & Hostels. The Guard deployed at any spot shall record the inward and outward movement of persons (other than employees/workers/materials etc.) with proper check on such movements as per the instructions issued from time to time by the Officer in-Charge of Security. A proper Register for all the outsiders in the University with name, mobile no., address, purpose and other details with dated signature shall be maintained by the guard on duty.

5. Ensuring safety of all the movable and immovable assets of the University like Generator/UPS / electronic gadgets etc., in the Admn. Block / Project office / School Buildings/Faculty Block/ Hostels, / Auditorium / Campus Inn and in other built-up infrastructures / *work in progress* of the construction area within the Main Campus, Interim Campus, and in Ajatshatru Hostels. The Security Guards have to ensure switching off the lights on closure of the Offices.

6. This includes the deployment of a skilled security personnel who will monitor and review the CCTV on 24x7 basis as per the University security policy, especially for the outer areas and the University directives.

**(b) Patrolling duty:** Proper patrolling in every shift duty in the areas of the Main Campus, Interim Campus, and Ajatshatru Hostel. Patrolling duty report has to be submitted to the Admn. Officer on the same day following the end of patrolling. A register of patrolling shall be maintained by the bidder for checks and monitoring by the University authority.

### **3. Manpower Resources**

The Agency must have the capacity of providing approx. 150 number of trained and well-disciplined security personnel. Requirement for different category of security guards in three shifts duty and two wheeler in security set-up of the University are as follow



Supervisor	06
Security Guard (Armed)	03
Security Guard	125
Lady Security Guard	16
Total	<b>150</b>
Motor Cycles	02
Four Wheeler	01

The above mentioned resources- manpower and two/four wheeler requirement is postulated on the basis of security for the area as laid down in Para 2 (*supra*). Number of security persons may increase / decrease after completion of the construction works of the University's additional new buildings / residential / Hostels/arcades and other civil structures in the Main Campus, and the likely vacation of the Interim Campus / Ajatshatru Hostel by the University.

(i) The number of guards however, shall be subject to change at the discretion of the competent authority of the University. The number and arrangement of deployment of the Security personnel shall, however, be without prejudice to the right of the University to deploy the security personnel in any other number or manner considered to be more suitable in the interest of the University.

(ii) The Agency shall have the liberty to quote higher or lesser number of personnel in a competitive way for the full security of the University areas. In order to optimize the security service output, the service provider shall have the liberty of judicious deployment of security guards duly supplemented with the Patrolling duty without compromising on the security of the University.

(iii) The Service provider shall be in all readiness to provide additional contingent Security guards on demand by the University.

(iv) The security guards so deployed must be 10th class pass & semi-skilled and trained for three-shift duty of 8 hours. There shall be one guard per specified duty location in the University. Deployed personnel shall maintain vigil and remain alert for 24x7 hours duty.

#### **4. Other Resource Items in Security Set-up**

Items of security tools/equipment for likely use in security environment include, *inter alia*, metal detector, mobile phone, Walky-Talky, Traffic light / security torch, Batten, Gun boots, wooden danda, fibre or plastic sticks, whistle, vehicle check mirror etc. The bidder shall have to ensure application of these items by the security personnel while on security duty.

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#### **Section 4**

#### **Minimum Eligibility Criteria & Essential Bidding Documents**

#### **4.1 Minimum Eligibility criteria**

**(a) Legally valid entity:** The Bidder shall be a legally valid entity in the form of a Firm / Limited Company or a Private Limited Company/ agency registered under the Indian Companies Act, 1956 as an integrated building management service provider/integrated facilities management service provider/ Security & Guard Service provider which has potentiality of providing security service as has been defined in the 'scope of work'. Bidding in the form of Joint Venture / Consortium is not permitted. A copy of complete 'Memorandum of Articles of Association' to be submitted along with the bid. The bidder must be in existence for a minimum period of 5 years as on 31.03.2022 from the date of incorporation/registration.

**(b) Change in the legal status of the firm during the contract period**

(i) If the Tenderer is a partnership firm, no new partners shall be introduced without prior written consent of the University which may be granted only upon execution of a written undertaking by the incoming partner in the firm deed with reference to acceptance of all liabilities incurred by the firm during period of service contract and also the period prior to the date of undertaking.

(ii) In contingency of death or retirement of any partner, the said partnership firm shall be dissolved before the completion of the period of the contract. In such circumstances, the Competent Authority of the University may at discretion cancel the contract and consequently, the tenderer shall have no claim whatsoever due to any consequences at the risk and coverage of the tenderer.

(iii) If the contract is determined as per clause (ii) above, notwithstanding the retirement or death of any partner(s), the remaining partner(s) shall remain liable to the act(s) of omissions and commissions of the firm during the period of the contract until a copy of the Public notice is served by him on the Registrar, NU, Rajgir under section 32 of the Partnership Act by Registered/speed post.

**(c) Experience**

1) The agency/firm must have an experience of minimum three years in the relevant field and must be rendering security services in reputed government or private organizations / departments of Government of India/State Government/ Hospital / Public Sector Undertaking /Statutory Bodies/ MNCs/ Autonomous Bodies etc. The Bidder must

have engaged at least 150 number of unskilled / semi-skilled / skilled man-power in the security service. Self-attested documents shall be attached with the bid.

2) Assuming that the annual estimated value of the service to be around Rs. 5.00 crore., the agency shall have to fulfil any one of the three parameters of satisfactory completion of the similar works i.e. in the security services in the last three out of four financial years (2018-19 to 2021-22) in any Central/State Government / Hospital/Autonomous Body / PSU or in any reputed industrial units or commercial complexes.

(i) Three works of similar nature each costing not less than 40% of the estimated annual cost;

Or

(ii) Two works of similar nature each costing not less than 50% of the estimated annual cost;

Or

(iii) One work of similar nature costing not less than 80% of the estimated annual cost.

Documentary evidence of fulfilling the parameters shall have to be attached with the technical bid. The required work orders shall be exclusively in favour of the participating bidder / firm / service provider.

**(d) Registration:** The Bidder must be registered with the Income Tax, GST, and shall have valid license for security services issued from the Regional Labour Commissioner, Government of India and have registration under the Employees Provident Fund Organization and the Employees State Insurance Corporation.

**(e) Turnover:** Annual financial turnover of the Service Provider must not be less than Rs. 05.00 cr (Rupee Five crore) in the preceding three financial years (2019-20 to 2021-22). Proof of turnover of the Agency shall be the audited Balance Sheet and Profit & Loss A/c as submitted to the Income tax authority as on 31st March each year. Out of last five years, the Bidder should not have incurred any loss during the three financial years and should have a positive net worth.

**(f) Contributions to EPF/ESIS:** Documentary proofs of depositing EPF/ESI contributions of the security guards engaged by the agency during the last three years (2019-20 to 2021-22).

**(g) Performance certificate:** Satisfactory performance certificates in the name of participating bidders from at least three Government departments / PSU/ MNC/Hospital / reputed educational Institutions /other Organisations.

- (h) **Black-listing:** The bidder should not have been black-listed by any government Departments / Institution during the last three years (2019-20 to 2021-22). A self-attested notarized statement over non-blacklisting during the last three years (2019-20 to 2021-22) must be enclosed. In case it is detected otherwise during the period of execution of service contract, appropriate action may be taken by the Nalanda University which may lead to termination of the service contract.
- (i) **Solvency:** the bidder must have solvency of Rs. 50.00 lakh (Rupee Fifty lakh) duly certified by a Scheduled Bank.
- (j) **Compliance to the Labour Laws:** The Service provider shall be required to meet any or all the applicable labour laws and undertake all prescribed labour welfare measures of the Government. The University shall not meet the legal expenses arising out of non-compliance of Labour Laws or orders/instructions of the concerned authorities. Under no circumstances, the University shall be liable to meet the bidders' default in the compliance of statutory laws, Rules and Regulations and with relevant amendment(s) thereon in terms of wages, PF, Insurance, bonus, or any other staff-benefits, allowances as admissible to the security personnel. Any dispute arising out of the non-compliances of legal provisions are to be dealt with by the agency. The University shall not be responsible in regard to the legal consequences in violation of the compliance of rules-regulations by the bidder.
- (k) **Legal history:** There shall not be any case pertaining to his professional works pending with the police against the bidder / firm / partner or the Company in the last three financial years (2019-20 to 2021-22). An undertaking to this effect must be attached to the bid.

#### 4.2 Bidding Documents

The following documents/papers etc. shall be submitted by the bidder.

- (a) Power of Attorney/Authorization for signing the bid documents.
- (b) As proof of having fully adhered to the minimum eligibility criteria at 4.1 (a), attested copies of the certificates of incorporation and Memorandum of Article of Association issued by the Registrar of Companies or appropriate authorities shall be accepted. Attested copies of these documents are required to be submitted with the Technical Bid.
- (c) As proof of having fully complying to the minimum eligibility criteria at 4.1

(b) to 4.1.(k); attested copies of GST, Labour Registration, EPFO Registration, ESI Registration, work experience and satisfactory work order completion, Income Tax & other statutory returns for March 31 ending of relevant years shall be submitted in support of fulfilling the candidature.

**(d)** Submission of notarized 'Affidavit" in Bid document format (Section-2).

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#### **Section-5**

**Tender Fee, EMD, Performance Security, Validity of Contract & Terms of Payment**



### **5.1 Tender Fee & Earnest Money Deposit (EMD)**

**(a)** The Bidder shall submit non-refundable Tender Fee of Rs. 10,000/- (Rupees Ten Thousand}, and Earnest Money Deposit (EMD) of Rs. 15.00 lakh (Rupees Fifteen Lakh). Demand Drafts for fee/EMD shall be drawn separately on any Scheduled Bank in favour of the 'Nalanda University, payable at Rajgir, District Nalanda (Bihar). Submission of fee / EMD is compulsory and non-submission of either shall be construed as unresponsive and the bid shall be rejected.

**(b)** The public sector companies shall not be exempted from submission of EMD unless relevant exemption orders / document as per the directive of the Government of India is submitted. Similarly, the bidders registered with the NSIC / MSME must submit copy of the valid NSIC / MSME Registration Certificate from the appropriate Govt. authority for exemption of the EMD.

**(c)** The EMD of unsuccessful bidders shall be refunded without interest after the finalization of the bid.

The EMD, being the essence in fulfilment of the bid process / contract agreement, shall be forfeited under the following circumstances:

(i) Misleading or false representations / statement in the bid proforma and attachments, or suppression of factual information of material value or otherwise including legal proceedings pending in the court of Law and having an impact on the eligibility criteria of the tender.

(ii) In case the bidder withdraws or amends its tender or impairs or derogates the bid in any respect within the period of validity of tender, or even in continuation of the contract work execution by the successful bidder.

The EMD of successful bidder shall be returned on receipt of Performance Guarantee.

### **5.2. Performance Security**

**1)** The successful bidder shall have to deposit 10 % of the tendered annual service cost as Performance Security Deposit in the form of Performance Bank Guarantee (PBG) (Annexure-Vi) within 15 days of the Letter of Acceptance (LoA). Such failure shall constitute a breach of contract and the university shall be free to make alternative arrangements at the risk, cost and expenses of the service provider.

**2)** The EMD shall be forfeited, if the bidder fails to furnish the PBG. The

University, however, shall be at liberty to recover the PBG amount from the contractors' monthly bills.

**3)** The Performance security shall be forfeited by the University in the event of any breach or negligence or non-observance of any terms and conditions, the breach of contract by the service provider or termination of contract by the University due to unsatisfactory performance or non-acceptance of the work order. On expiry of the period of the contract, any portion of the Performance Security, as may be deemed proper by the University shall be retained to recover any incorrect or excess payment made on the bills of the service provider until final bills of the service provider have been duly audited. The PBG shall be valid for a period of 60 days beyond the period of contract. The PBG shall have to be revalidated beyond 60 days whenever service contract is extended or renewed for continuation of the contract. The PBG shall be returned on completion of the service contract or extension thereof. No interest shall be paid on the Performance Security.

### **5.3. Validity of Contract**

The contract, if awarded, shall be valid for a period of ONE YEAR (01 year). The contract may be extended annually on year to year basis, for a further 02 years subject to a maximum tenure of three years from the initial date of commencement of the work and on the same terms and conditions and at the same rates, as per contract signed subject to rendering of satisfactory services by the vendor. In case of any breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the University shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Contractor followed by initiating administrative action for black-listing or issue of strict warning as per the discretion of the competent authority of the University. .

### **5.4. Payment.**

(a) After the award of work, a price schedule as per the rates of the bid shall be annexed with the Articles of the Agreement to be made with the University for Payment to the Service Provider in consideration of security services.

(b) The company/firm/Agency shall initially pay the wages for the first month of the deployed security personnel in the first week of the succeeding month, and thereafter

make the claim upon the University in the monthly bill to be submitted in duplicate along with the required documents for processing the bill in the University.

(c) With each monthly bill should be annexed a signed & seal Bank statement with dated signature of bidder in terms of payment to deployed staffs, attendance sheets, EPF/ESIC challan evidencing the contributions deposit in individual staff EPF and ESIC accounts, and other relevant documents as per the requirement of the Establishment/Finance Section.

(d) Payment shall be made on monthly basis through the agency's Bank account which shall be on or after 15 days of the submission of bill. Payment shall be made after deduction of Income tax and Statutory GST tariff, duty absence and penalty, if any.

(e) The Agency has to ensure transparency of payment by transferring the wages of the workers through NEFT in the Bank account of the individual deployed staff. Any short payment made to the employees as per the extant provisions under the GOI rules for the contractual security personnel, the University shall deduct the short paid amount from the agency's bill in hand.

(f) The University has zero-tolerance on corruption. In order to check malpractices in EPF/ESIC contributions, the part of the employees and employer (Agency) contributions against the man-power deployed on the University security duty shall be deducted by the University from the vendor's monthly bill. The Bank draft for the contributions amount of the individual duty staff shall be handed over to the service provider for depositing in the EPF/ESIC Organization

(g) No payment shall be made in advance or shall any loan from the bank or other financial institutions be recommended by the University on the basis of issue of the work order.

(h) All payments shall be made in Indian currency by means of Bank Electronic Clearance Service.

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**dated 19.12.2022**

### **Sectio-6**

**Bidder's Responsibility, Code of Conduct / Integrity, Indemnity, Force  
Majeure, Dispute Settlement & Penalty /Liquidated Damage**

## **6.1 Bidder's Responsibility & other Conditions:**

(i) The agency shall ensure deployment of suitable security personnel after getting their antecedents, character and conduct verified by the local / State Police Authorities and withdraw such employees, not found suitable by the University for any reasons immediately on receipt of such request from the University.

(ii) The service provider shall provide substitute for any absentee otherwise proportionate deductions shall be made from the monthly payment.

(iii) The service provider shall be fully responsible for all acts of omissions and commissions, negligence, dishonesty or misconduct of its employees while on Security duty.

(iv) Employee-Employer Relationship: There shall be no Master and Servant or Employer and employee relationship between the employees deployed by the service provider and the University. The deployed staff shall be on service providers' establishment, pay-roll records and shall not be entitled to any privilege of the University either financial & other benefits as admissible to the employees engaged by the University on contract basis. They shall not claim future employment / engagement / absorption in the University consequent upon their deployment in the university campus by the security agency. For all intent and purpose, the service provider shall be the "employer" within the meaning of labour legislation in relation to the security personnel put in service in the Nalanda University.

(v) It shall be the responsibility of the agency to keep the Administrative Officer / University Officer informed of all the matters of security and co-operate in the investigation in case of any incident relating to security.

(vi) The bidder shall be responsible for all mandatory compliances for social, safety and environmental issues in course of the performance of the security services in the University complex as per the eligibility criteria in para 4.1 (j) (*supra*). The service provider should submit precise profile of its key clients indicating name, designation, organisation, contact number along with details of services provided.

**(vii)** The agency shall be required to pay the monthly wages to workers preferably in the first week and on or before 10<sup>th</sup> of every month by ECS mode only. Failure to do so will attract Rs. 100/- per worker per day of delay which will be recovered through monthly bill of the agency and pay the concerned workers through the bank account.

**(viii)** The duty list of security staff shall be provided every day. The change of duty of Supervisor / Security personnel must be intimated in advance in writing to the Registrar / Administrative Officer. A penalty of Rs. 500/- on each occasion shall be charged by the University and in the event of frequent non-compliance, the University shall be at liberty to terminate the contract.

**(ix)** The Tenderer shall ensure that their supervisors / Managers are equipped with mobile phone and are available on call.

**(x)** The Tenderer shall provide proper uniform to each security person, shoes, equipped with required equipment and also carry name plates, ID etc. and ensure that they are properly attired failing which penalty of Rs. 100/- per day per security staff shall be imposed for such lapses.

**(xi)** The bidder shall arrange for the training of the guards at its own cost at least once in a month or as recommended by the security officer.

**(xii)** The agency/firm shall fulfil all the legal requirements for obtaining licences from the Central /State Government under Contract Labour (Regulation & Abolition) Act, 1970.

**(xiii)** In case of any complaint, either as regards the nature of service or as regards the behaviour of the security staff on duty or otherwise, the agency shall be intimated and be required to take corrective measures promptly.

**(xiv)** The University reserves the right to amend / withdraw any of the terms and conditions in the tender document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the University in this regard shall be final and binding on all.

**(xv)** The University reserves its right to revoke the contract at any time in case of contractual violation, or subcontracting by the bidder, or failure to improve performance and / or service provider declared insolvent by the court. Pre-mature termination of contract shall entail forfeiture of the security money.

(xvi) The University may, by a written notice send to the Security agency, terminate the contract in whole or in part at any time to its convenience. The notice of termination shall specify the reasons that the termination is in the interest of the University, the extent to which performance of work under the contract is terminated and the date upon which such termination shall become effective.

## **6.2 Integrity & Code of Conduct**

The service provider shall ensure adherence to the model code of conduct by the deployed staff in performance of duty in the University. The deployed staff are expected:

- (i) To be vigilant during the duty hours.
- (ii) To be punctual, perform their duty with honesty and sincerity;
- (iii) To extend respect to all the members of NU non-teaching & faculty members.
- (iv) Not to engage themselves in activities unbecoming of duty staff like gossip etc. and shall not leave the post unless and until the relievers relieve them.

## **6.3 Indemnity**

(i) The Contractor shall indemnify and keep indemnified the University against any such suits or claims or any such expenses arising out of any dispute between the agency and the third party/person including the deployed Security staff during the contract.

(ii) The Service provider shall indemnify the University property against theft, loss, pilferages and fire from the areas entrusted to the control and watch and ward of the security guard. In case of loss due to negligence in security lapses resulting damage to the NU property, the estimated value of loss shall be recoverable from the firm/agency.

(iii) The bidder shall indemnify the University at all times against all claims, damages, or compensation under provisions of the Minimum Wages Act, 1948 or any other law as amended from time to time by the Central or State Government or any other Authorities. Nalanda University shall not be responsible for violation of the provision of any such Act, Law or Rules by the bidder.

#### **6.4 Force Majeure**

(a) Notwithstanding the provisions of contract, the Service Provider shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

(b) For the purpose of this clause, "Force Majeure" means any event beyond the control of the Service Provider and not involving the Service Provider's fault of negligence and not foreseeable. Such events may include but are not restricted to acts of the University either in its sovereign or contractual capacity, wars or revolutions, fire, flood, epidemics, quarantine restrictions and freight embargoes.

(c) If a Force Majeure situation arises, the Service Provider shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the University in writing, the Service Provider shall continue to perform its obligations under the Contractual Agreement as far as is reasonably practical and shall seek all reasonable alternative means not prevented by the Force Majeure event.

(d) The University may terminate this contract, by giving a written notice of minimum 60 days in advance to the Service Provider being unable to perform a particular portion of the services for a period of more than 60 days.

#### **6.5 Settlement of Disputes**

If any dispute arises out of the Terms & Conditions of the Tender document in terms of interpretation, meaning and breach of the terms of the contract, the matter shall be mutually resolved by the University, failing which it shall be adjudicated in the Court of Bihar Shariff.

#### **6.6 Penalty / Liquidated damage**

Penalty/liquidated damage shall be levied on the bidders under the following contingencies / conditions:

**a.** Misconduct/misbehaviour of any deployed staff shall entail imposition of fine of Rs. 5,000/- on the agency followed by removal of such personnel

**b.** If the agency fails to deploy less than the declared number of Guards and jeopardise the security arrangements, penalty for two times the wages of the short number of Guards for each day of lapses shall be levied.



**c.** For shortage / misplacement / theft of any University item, cost of item(s) shall be recovered from the agency bill or from the agency's security deposit as the University deems fit.

- |           |   |                              |
|-----------|---|------------------------------|
| <b>d.</b> | Without Uniform:                            | Rs. 100/- per person per day |
| <b>e.</b> | Non availability of security tools/gadgets: | Rs. 250/- on each occasion   |
| <b>f.</b> | Unauthorised entry of vehicle/outsider:     | Rs. 500/- on each occasion   |
| <b>g.</b> | Other kind of negligence in duty:           | Rs. 1,000/- on each occasion |
| <b>h.</b> | Guard found sleeping while on duty:         | Rs. 5,000/- on each occasion |

**Tender Notice No.NU/Admn./ NIT (Security Services) /2022-23/327**

**dated 19.12.2022**

### **Section-7**

**Instruction to Bidder on NIT, Bid submission, Bid Rate & Rate validity**

### **7.1 Instruction to the Bidder**

Sealed Technical and Financial bid shall be in two separate envelopes which shall be enclosed in a single envelop. The single envelop shall be submitted in the Tender Box in the Main Campus on or before the closing date of the submission of the tender. The details of process to be followed by the bidder are stated below.

(a) Envelope-1 shall be super-scribed as “TECHNICAL BID FOR SECURITY SERVICES” quoting the reference no. of the Tender and the details of the Technical Bid (**Annexure-I**) complete in all respects enclosing the two Demand drafts towards the Tender Fee and EMD, & attached to all the relevant documents in sequence as mentioned at Annexure-I, duly signed and stamped by the authorized signatory on every page of the Technical Bid as having complied with the terms and conditions of the bid be attached. The bids not accompanied by a duly signed copy of the tender document shall be rejected. An index detailing the list of documents must be placed on the top of the Technical Bid.

(b) Envelope-2 should be super-scribed as “FINANCIAL BID FOR SECURITY SERVICES” quoting the reference no. of Tender and the Financial Bid details (**Annexure-2**).

Two sealed envelopes shall be kept in a single envelope, sealed & super-scribed with the statements – “**Tender for the Security Services**” quoting the reference to Tender no & date and shall be addressed to the Registrar, Nalanda University, Chabilapur Road, Rajgir. The bidder shall ensure that the bid should reach the University on or before the last date and the time of bid submission. The bids received by any other mode like email etc. shall not be accepted under any circumstances.

### **7.2 Late bid**

Any bid received after the closing date/time shall not be considered. The University shall not be responsible for any postal delay. In case the opening day of tender is declared as a Public Holiday or there is non- functioning of the university due to any unavoidable reasons, the next working day shall be treated as the closing day. No separate intimation shall be given in this regard. The closing time of this day shall be the same.

### **7.3 Bid Validity**

a. The Financial bid shall be valid for four months (120 days) reckoned from the closing date. The bid shall be opened by the University in presence of the representatives of the firms present at the time of opening. The date, time and the

venue of the opening of the bids shall be available on the University website.

**b.** The bidder should agree to the extension of the validity period of the bid of University in case it is required within the existing terms & conditions of bid.

**c.** In case the Bidder withdraws, modifies or changes his offer during the validity period, the bid is liable to be rejected and the earnest money so deposited shall be forfeited without assigning any reason. In exceptional circumstances, the University may request the consent of the bidders' for an extension of the period of the validity of the bid.

**d.** During the validity of contract including the extended period, if the Tenderer provides similar services of the same or equivalent type of security services to any other department /organization in India at a rate lower than the fixed rate for NU, the Tenderer shall mandatorily pass on the benefits of the lower rates to the Nalanda University.

**e.** Application and Tender documents as submitted by any bidder shall be the property of the University and the University shall have no obligation to return these documents to the bidder.

**7.4 Acceptance and Subsequent Modification/Withdrawal from the Bid:** No bid shall be modified after its submission. No documents shall be accepted in support of the essential pre-bid criteria after the last date of its submission. No bid shall be allowed to be withdrawn in the interval between the deadline for submission of the bids and the expiry of the period of validity of the bid as specified by the Bidder in the bid form. Withdrawal of the bid during the afore-mentioned interval may result in the forfeiture of the security money of the bidder.

**7.5 Bid Integrity** No Bidder shall contact the University authority on any matter relating to its bid from the time of opening of the bid to the award of the contract. If the Bidder wishes to bring additional information to the notice of the University, it should be done in writing. Any effort by a bidder to influence the University's authority in the evaluation of tender, comparison of technical or financial bid or in respect of the award of work decisions till the finalization of the bid may result in rejection of the bid of the concerned contractor. An Integrity pact shall be signed and submitted with the technical bid.

#### **7.6 Subletting, Transferring and Assignment**

The bidder shall not sublet, transfer or outsource the contract or any part thereof or any interest therein or any benefit or advantage thereof in any manner to anyone. Subletting/ transferring or sub-outsourcing the awarded work shall entail forfeiture of the performance security and termination of contract.

**Tender Notice No.NU/Admn./ NIT (Security Services) /2022-23/327**

**dated 19.12.2022**

## **Section- 8**

### **Technical Bid**

**Technical Bid**

(To be submitted on the letter head of the bidder)

Tender Ref. No: NU/Admn./ NIT (Security Services)/2022-23/327

dated: 19.12.2022

Name of the Bidder:						
Address for Correspondence:						
Tel/Mob No.:						
Email Id:						
Contact Person & Mobile No:						
Status of bidder-		Owner/ Partnership firm / Director of a company or other (Please specify)				
Sl. No.	Particulars	Compliance (Y/N)	If yes (Y), Index Page no			
			From	To		
1.	Demand Draft (DD) of Tender Fee and EMD:					
					<b>Tender Fee</b>	<b>EMD</b>
	Amount:				Rs.10000/-	Rs.15.00 lakh
	DD No.& date					
	Issuing Bank :					
2.	Tender Acceptance Letter					
3.	Brief profile of the Agency / Firm.					
4.	Certified copies of registration and incorporation particulars of Company/Firm from appropriate authorities.					
5.	Certified copies of (i) PAN, (ii) GST, (iii) Labour Registration, (iv) EPFO Registration, (v) ESIC Registration					
6.	Certified copies from Chartered Accountant of last three years ending 31.3.2022 as submitted before (i) Income Tax Department, (II) Last three quarters GST returns filed before the GST authority. (Attaché copies of audited Balance Sheet / Profit & Loss Accounts)					
7	Proof of minimum experience during the last three years ending 31.3.2022 vide para 4.1(d).					
8	The details of the Bidder's Annual Turnover and net worth of company/firm (Minimum Annual turnover Rs. 5.00 crore per annum during the last three financial years <b>vide para 4.1(e)</b> and bidders' composite turnover in rupee in last three years ending March 2022: Rs.----- <b>[bidder to state amount vide para 9.A.(7) (b)] -</b>					
9.	Power of Attorney / Authorization for signing the bid documents.					
10.	Notarized declaration over Not Black-Listed (Annexure-V)					

12.	Duly signed and stamp of the entire bid document along with its addendum / corrigendum, if any			
13.	Copy of Work experience.			
14.	Submission of signed Integrity pact			



### **Undertaking**

I/we..... (Name of the bidder) hereby certify that I/we have inspected the sites/ area of operation for providing Security services for assessing the nature, quality and quantum of work realistically before quoting the rates and have been fully acquainted with the scope of work and no claim whatsoever manner shall be made by us for any alleged ignorance / misinterpretation thereof.

I/We hereby agree to abide by all the terms and conditions of the bid document. The details of information furnished in the application are true and correct to the best of my/our knowledge and that in case of furnishing any false information or suppression of any material information, the application shall be liable to be rejected besides initiation of penal proceedings by the University, if it deems fit.

Place

Date:

(Signature with designation)

Seal of the firm/company

Name:

Mobile no.

**Tender Notice No.NU/Admn./ NIT (Security Services) /2022-23/327**

**dated 19.12.2022**

**Section -9**  
**Financial Bid**

## Financial Bid

### The Bidders' Financial Bid for Security Services in the Nalanda University at Rajgir

#### 9.A PRICE SCHEDULE

Bidders are required to adhere to the followings on the Price schedule before quoting the rates in the financial bid.

1. The Financial bid template must not be modified/replaced by the bidder and format must be fulfilled else the bidder shall be liable to be rejected for this tender. The bidders are allowed to enter the Bidder's Name and Values only.
2. The University assessed manpower for the Security Guard services is around 150; personnel number, however, is dynamic being consistent with the scope of work as laid down in Section-3 of bid document.
3. The Prospective bidders are required to quote the number of man-power (skilled /semiskilled/ unskilled), total wages per month on the quoted no of man-power for the security service, and admissible EPF/ESIC amount only. Bonus or HRA are NOT payable by the Nalanda University.
4. With requirement of payment of Minimum Wages as per the provision of the Central Government and Statutory contributions of EPF/ESIC being fixed, the bidders are to quote competitive number of security man-power for deployment, and other ancillary charges for meeting the cost of providing the Security Services.
5. *The bidder(s) quoting unduly lower rates and/or lesser number of man-power shall be duly evaluated by the Technical Evaluation Committee of the University, and on the recommendation of the Evaluation Committee, the tender may attract rejection entailing forfeiture of the EMD of such bidder on ground of unrealistic price-quote, intending to dislocate the bidding process.*
6. *The University is not bound to award contract to the lowest bidder and reserves the right to reject on ground of fairness, competitiveness, background of the bidders' antecedents, report(s) of the clients and reasonableness of the quoted rates etc. in the bid.*

## **7. Resolution of the same rate quotes from prospective bidders**

In contingency of more than one bidder quoting the same lowest rate i.e. when there is price-tie in the financial bid, criteria for award of work shall be as under:

(a) 01st Preference shall be on the value of works: The bidder having larger value of similar works executed successfully in the last three years ending 31<sup>st</sup> March 2022 shall be given first preference.

(b) 02nd Preference- shall be on Annual turnover: The bidder having larger composite turnover in the last three years ending 31<sup>st</sup> March 2022 shall be given second preference.

(c) 03rd Preference shall be on Experience. The vendor having longer period of experience in security service in Government Sector/Public Sectors / Autonomous bodies etc.

In case of continuance of deadlock in the selection of bidder, the work will be awarded on draw of lottery amongst the L-1 bidders.

**8. Payment shall be made after deducting the applicable TDS.**

**9. In quoting the financial bid, the bidder shall be liable to quote the cost-prices for the items of the security services and shall mandatorily include:**

➤ The bidder is required to comply with the Govt. of India Rules-Regulations in force in respect of the security services on outsourced basis for payment of Minimum wages of the skilled/semi-skilled or unskilled categories of personnel and also on EPF,ESI contributions etc.

➤ This is 24X7 Security service. Manpower includes relievers of Guards also.

➤ The bidder has to submit a list of Security tools/equipment-~~/~~ gadgets likely to be put in security services and the expected monthly expenses with the financial bid.

### 9.B Financial Bid Quotation

Name of the firm:							
(A) Stipulated no. of manpower and Wages as per Central Govt. Minimum Wages							
Security personnel (Designation)	Category of staffs (Unskilled/ Semiskilled / Skilled)	Total no of Security personnel	Bidders' Rate per worker per month	EPF	ESIC	Total monthly wages on one staff	Total of monthly wages for deployed security personnel.
(1)	(2)	(3)	(4)	(5)	(6)	(8)	(9)
Supervisor							
Security Guard (Armed)							
Security Guard (Unarmed)							
Lady Security Guard							
(A) Sum total of monthly wages, etc.							
(B) Agency and other charges						Cost per month (in Rupee)	
(i) Agency Charges							
(ii) Any other charges (please specify)							
(B) Total (i+ii)							
(C) GST							
(D.) Vehicle running cost							
(E) Agency's service cost Per month (B+C+D)							
Total Cost per annum = (A+ B+C+D) X 12							

(Rupee-----) per annum

Signature of the authorized person,  
Name & seal of company/firm,  
**Mob.no.)**

**Tender Notice No.NU/Admn./ NIT (Security Services) /2022-23/327**

**dated 19.12.2022**

## **Section -10**

**Format for Integrity Pact, EFT/RTGS to Bank, PBG & Black- Listing**

**(Annexure-III)**  
**INTEGRITY PACT**

The Registrar  
Nalanda University  
Chabilapur Road, Rajgir  
Distt. Nalanda, Bihar

Sub: Submission of Tender for Security Services of the Nalanda University during 2022-23

Dear Sir,

I/We acknowledge that Nalanda University is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/we acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I / We confirm acceptance and compliance with the Integrity Agreement in the letter and spirit and further agree that the execution of the said Integrity Agreement shall be separate and distinct from the main contract, which shall come into existence when the tender/bid is finally accepted by the Nalanda University. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be on line with Article 1 of the enclosed Integrity Agreement.

I / We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement while submitting the tender/Bid, NU shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with the terms and conditions of the tender/bid.

Yours Sincerely,

.....

Date

(Name & Seal)

**ANNEXURE—IV****MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER**

The Registrar  
Nalanda University, Rajgir

Sub: Authorization for release of payment / dues from the Nalanda University through  
Electronic Fund Transfer/RTGS Transfer.

1. **Name of the Party/Firm/Company/Institute:**
2. **Address of the Party with address & mobile no**
3. Permanent Account Number \_\_\_\_\_
4. **Particulars of the Bank**

Name of the Bank		Branch Name	
Address of the branch.		Branch City	
PIN Code		Branch Code	
MICR No			
(9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, Please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name , branch name and code number)			
IFS Code:(11 digit alphanumeric code)			
Account Type	Saving	Current	Cash Credit
Account Number:			

**DECLARATION**

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information, I shall not hold the Chief Administrative Officer, Nalanda University responsible. I also undertake to intimate any change in the particulars of my account to facilitate updating of records for the purpose of credit of amount through NEFT/RTGS Transfer.

Place:

\_\_\_\_\_

Date:

**Signature & Seal of the Authorized Signatory of the Party**

Certified that particulars furnished above are correct as per our records  
Bankers Stamp:

Date:

\_\_\_\_\_  
**Signature of the Authorized Official from the Bank**

**N.B: Please fill in the information in CAPITAL LETTERS, computer typed;  
please Tick wherever it is applicable.**



**FORMAT FOR PERFORMANCE BANK GUARANTEE**

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One thousand)

The Nalanda University,  
Chabilapur Road, Rajgir,  
District: Nalanda (Bihar) – 803116

**LETTER OF GUARANTEE**

WHEREAS The Nalanda University, Rajgir (Buyer) have invited Tenders reference no: **NU/Admn./ NIT (Security Services) /2022-23/327 dated 19.12.2022** for providing security services and whereas the said tender document requires that any eligible successful Bidder (Vendor) wishing to provide security and Guard Services as per tender document in response thereto shall establish an irrevocable Performance Guarantee Bond in favor of "The University," in the form of Bank Guarantee for Rs------(Rupee-----) and valid up to 60 days beyond the completion of contract / warranty period, from the date of issue of Performance Bank Guarantee. The Bank guarantee shall be submitted within -- --days from the date of acceptance as a successful Bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said Bidder (Vendor) failing to abide by any of the conditions referred to in the tender document / purchase order / work Order etc. this bank shall pay to the Nalanda University, Rajgir on demand and without protest or demur Rs ..... (Rupee-----).

This bank further agrees that the decision of the Nalanda University, Rajgir (Buyer) as to whether the said Bidder (Vendor) has committed a breach of any of the conditions referred to, in the tender document / purchase order shall be final and binding.

We, (name of the bank & branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Bidder (Vendor) and/ or the Nalanda University, Rajgir (Buyer).

**Notwithstanding anything contained herein:**

1. Our liability under this Bank Guarantee shall not exceed Rs. (Rupees only).
2. This Bank Guarantee shall be valid up to .....(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only when if Institute serves upon us
4. a written claim or demand on or before .....(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at ..... situated at . (Address of local branch).

Yours truly,

Dated Signature and seal of the guarantor:

Name of Bank & Address:

**Instruction to Bank:** The Bank should note that on expiry of the Guarantee Period, the Original Guarantee shall not be returned to the Bank. The Bank is requested to take appropriate necessary action on or after the expiry of the bond.

**NOTORIZED SELF-DECLARATION ABOUT NON BLACK- LISTING**

(To be submitted on the letterhead of the bidder)

The Registrar,  
Nalanda University,  
Chabilapur Road, Rajgir,  
District: Nalanda (Bihar) – 803116

**Subject: Self-Declaration about “Non Black-Listing” in the Security Services vide  
Tender Ref. No. NU/Admn./ NIT (Security Services /2022-23)/327 dated:  
19.12.2022**

Sir,

In response to the tender under reference, I/ We hereby declare that presently our firm/agency/ company has been maintaining unblemished record and ~~is~~ has not been declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

We further declare that presently our agency / firm / company has also not been declared blacklisted/ debarred and not declared ineligible for any reason including corrupt & fraudulent practices by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations ~~in~~ for the last five years since the last date of submission of the bid.

If this declaration is found to be incorrect at any stage then without prejudice to any other action that may be taken, my / our EMD / Performance Security/guarantee shall be forfeited in full and the tender if any to the extent accepted shall be cancelled.

Yours sincerely,

(Name & dated signature)  
(Stamp of the bidder)