

NATIONAL LAW UNIVERSITY ODISHA,CUTTACK
NOTICE INVITING e-TENDER

Name of Work	Providing Security Service to NLUO Cuttack.
Tender No.	NLUO/Admin/001/2021 Dt. 09th Feb 2021
Contract Period	02 (Two) Year, and Extendable up to 05 (Five) Year with Mutual Consent/ till finalization of next Tender, whichever is later
Paper Cost	Rs. 5,000/- (Rupees Five THOUSAND only)
Earnest Money Deposit (EMD)	Rs. 2,50,000/- (Rupees TWO LAKH FIFTY THOUSAND only)
Performance Security (Bank Guarantee)	As per Detailed Tender Call Notice
Pre-bid meeting	22nd Feb 2021 at 1100 Hours at meeting Hall Ground Floor of Administrative Building.
Tender documents will be Issued From	www.tendersodisha.gov.in/
Last Date, Time & Place of Submission	By 1st March 2021 at 1300 Hours through online.
Date, Time for opening of Technical Bid	On 1st March 2021 at 1330 Hours.
Date, Time for verification of original documents of bidder for Technical Bid	On 4th March 2021 at 1100 Hours at meeting Hall Ground Floor of Administrative Building.
Date, Time for opening of Financial Bid	On 8th March 2021 at 1330 Hours.

1. The time of submission of Tender is **1st March 2021 at 1300 Hours through online**. The indenting Bidder must read the Terms & conditions of NLUO, Cuttack carefully. He/She/They should only submit his/her/their bid if he/she/they consider himself/herself/themselves eligible and he/she/they is/are in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document. In case the date of Pre-bid/ opening of Technical Bid/ opening of Financial Bid will be holiday/declared as holiday, then the date for Pre-bid/ opening of Technical Bid/ opening of Financial Bid is/are to be treated as next working day and time and venue will remain unchanged.
3. The Bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.tenderodisha.gov.in.

Sd/-
Registrar
NLUO,
Cuttack

Name of Work: **Providing Security Service to NLUO Cuttack.**

NIT No. : NLUO/Admin/01/2021

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INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR TENDERING

The Registrar, NLUO, Cuttack invites Item Rate Tender from well established and financially sound Service Provider to provide round-the-clock services of unarmed security guards for 24 hours watch and ward of (i) NLUO campus, CDA-Sector 13,(ii)Residence Hon'ble Vice Chancellor at SO-25 & Guest House at Cantonment Road, Cuttack with experience of *Similar Work* as per eligibility Criteria in Two (02) Bid system (Technical & Financial respectively) for the following work :-

Name of Work	Providing Security Service to NLUO Cuttack.
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Contract Period	02 (Two) Year, and Extendable up to 05 (Five) Year with Mutual Consent/ till finalization of next Tender whichever is later.
Paper Cost	Rs. 5,000/- (Rupees Five THOUSAND only)
Earnest Money Deposit (EMD)	Rs. 2,50,000/- (Rupees TWO LAKH FIFTY THOUSAND only)
Performance Security (Bank Guarantee)	As per Detailed Tender Call Notice
Pre-bid Meeting	22nd Feb 2021 at 1100 Hours at meeting Hall Ground Floor of Administrative Building.
Tender documents will be Issued From	www.tendersodisha.gov.in/
Last Date, Time & Place of Submission	By 1st March 2021 at 1300 Hours through online.
Date, Time for opening of Technical Bid	On 1st March 2021 at 1330 Hours.
Date, Time for verification of original documents of bidder for Technical Bid	On 4th March 2021 at 1100 Hours at meeting Hall Ground Floor of Administrative Building. (All bidders have to be present with their original documents those were uploaded in the portal to be verified physically. Bidders absent for verification will be technically disqualified)
Date, Time for opening of Financial Bid	On 8th March 2021 at 1330 Hours.

1. The intending bidder must read the terms and conditions of Tender document carefully. They should submit their bid if they consider them self eligible and in possession of all the certificates / documents required.
2. Information and Instructions for bidders for e-tendering posted on website shall form part of bid document.
3. The bid document consisting of NIT, plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from <http://www.tendersodisha.gov.in/> free of cost.
4. For e-tendering of this tender, NLUO has partnered e-portal maintained by **State Procurement Cell (SPC), Govt. of Odisha**. Intending bidders shall have to register with SPC, Bhubaneswar to participate in the tendering process.
For details, kindly contact **Help desk numbers of State Procurement Cell (SPC), Govt. of Odisha - 1800- 3456- 765, 0674-2530998**, (Available all Working days between 10.00 AM and 5.00 PM), **E-Mail:-eprochelpdesk@gmail.com**. If needed they can be imparted training on online bidding process.
5. The intending bidders must have valid class-II digital signature to submit the bid.

6. The bid can be submitted only after depositing e-tender Processing Fee, EMD (through online) and uploading the mandatory scanned documents as specified within the period of bid submission.

7. Copies of eligibility documents and Annexure as specified shall be scanned and uploaded on the e-tendering website within the period of tender submission. Bidders can upload documents in the form of JPG format, PDF format and any other format as permissible by the e-tendering portal.

8. Bidders must ensure to quote rate of each item. The column meant for quoting rate in figures appears in light blue colour and the moment rate is entered, colour remains unchanged and entered number is displayed. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO). After submission of the bid online the Service Provider can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

9. After submission of bid online, it can be revised any number of times before specified time on last date of submission of bid. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

10. Financial bids shall be opened online only for bidders for whom Paper cost, EMD and other documents are found in order and who are found to be eligible to bid for work. On opening date, the bidder can login and see the bid opening process. After opening of bids, bidders will receive the competitor bid sheets.

11. If the bidder is found ineligible after opening of bids, their bid shall become invalid.

12. If any discrepancy is noticed between the eligibility documents as uploaded at the time of submission of bid and original copies during verification, the bid shall become invalid.

13. ***The Bidders shall have to submit Paper cost & EMD online through portal and scanned self-certified copies of all the Eligibility Documents only and uploaded the same before bid closes. List of Eligibility Documents to be scanned and uploaded within the period of bid submission :-***

- a. Certificates of Work Experience & Completion Certificate of Similar Work from Client along with the required documents/certificates, as mentioned in Serial No. - 4, Page No. -06 & 07 (referred under eligibility criteria).
- b. Certificate of Registration for GST and acknowledgement of up to date filed return.
- c. Copies of Balance Sheets
- d. Copy of Labour license from appropriate Authority
- e. Copies of ESI Registration
- f. Copies of EPF Registration
- g. Proof of incorporation/inception of the Agency
- h. Non-Conviction Certificate the agency from the Commissionerate of Police / Local Police Authority
- i. Valid license from the respective State Government
- j. The Bidder must have their Registered Office/Branch in/around Cuttack/Bhubaneswar. Details of Address Proof of Office located at in/around Cuttack/Bhubaneswar must be given.
- k. Declarations to be given by the Bidders (as per Page 05 & 17).
- l. Solvency certificate of 01.00 Crore from Bank.
- m. Bidders must fill up Annexure-IV
- n. Appendix `A to C' duly filled in (Pages 15 & 16 ref.) along with enclosures, stamped and signed.

14. Information & Instruction for Service Provider will form Part of NIT.

Sd/-
Registrar
NLUO, Cuttack.

DECLARATIONS TO BE GIVEN BY THE BIDDERS

It is to certify that :-

(a) I /We have gone through details as available on website www.tendersodisha.gov.in/ and I/We agree with the terms and conditions of it and understood that it will form part of the agreement.

**Date : _____
Stamp**

Signature of the Bidder with

(b) "I,S/o Shri resident of hereby certify that none of my Relative(s) is/are employed in NLU Odisha, Cuttack. In case at any stage, it is found that the information given by me is false/incorrect, NLUO shall have the absolute right to take any action as deemed fit without any prior intimation to me".

**Date : _____
Stamp**

Signature of the Bidder with

(c) "I/We undertake and confirm that eligible similar Work(s) has/have not been got executed through another agency on back to back basis (sublet). Further, it is stated that, if such a violation comes to the notice of NLUO, than I/We shall be debarred for bidding in NLUO in future forever. Also, if such a violation comes to the notice of NLUO, Cuttack before date of start of work, the Registrar, NLUO shall be free to forfeit the entire amount of Earnest Money Deposit/Security Deposit/Performance Guarantee".

**Date : _____
Stamp**

Signature of the Bidder with

NOTE : - (To be certified by all the partners in case of partnership firms, by all the directors in case of companies.

CONDITIONS OF CONTRACT

The National Law University Odisha invites E-tender from **well established and financially sound Service Provider to provide round-the-clock services of unarmed security guards for 24 hours watch and ward of (i) NLUO campus, CDA-Sector 13,(ii)Residence Hon'ble Vice Chancellor at SO-25 & Guest House at Cantonment Road, Cuttack** .The contract is initially for a period of **02 (Two) Year**, and Extendable up to **05 (Five) Year** with Mutual Consent on satisfactory performance with the same rate &/ till finalization of next Tender whichever is later.

1. Name of Work : *Tender for Providing Security Service to NLUO Cuttack*.

2. The quantum of work to be executed during 02(Two) years is estimated to cost of approximately **Rs. 1,00,00,000/-** (Rupees **One Crore** only). The estimate, however, is given merely as a rough guide, which may go up or may be below the estimate as per the actual requirement of the University from time to time depending upon the actual engagement of personnel.

3. Intending Bidders are eligible to submit their bid provided they have definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of having satisfactorily completed similar works. The **similar work means Service Provider to provide round-the-clock services of unarmed security guards for 24 hours watch and ward service to Central Govt/State Govt/Autonomous/ University/Educational institutes of National repute.**

4. Eligibility Criteria. Agencies fulfilling the following requirement shall be eligible to apply :-

a) The Agency should have at least five years' of experience for providing security services in any Central Govt/State Govt/Autonomous/ University/educational institution. (Proof to be attached).

b) The Agency should have experience of supplying / providing at least five similar works to Central Govt/State Govt/Autonomous/ University/Educational institutes of National repute in the last 3 financial years. Attach list of Clients along with Satisfactory Performance Certificate from Clients [Satisfactory Performance certificate from at least Five organizations where the Agency has supplied a group of persons per day for Security Services during the last 5 years] (Proof to be attached).

c) The Agency should have registration/license with appropriate authorities under Contract Labour (Regulation & Abolition Act), 1970, ESI Act, EPF Act, Private Security Agency Act, 2005, and comply with all relevant laws & statutory requirements. (Proof to be attached).

d) The agency/Company should have a Regional/Branch Office at Cuttack or Bhubaneswar and preferably a local Office at Cuttack.(attach proof)

e) The agency/Company should have its own training academy with training infrastructure. (attach proof as self attested photographs / recorded videos in CD / DVD / Pen Drive)

f) The Agency should have national presence with minimum 2000 Security Guards on their roll. (Proof to be attached).

g) The agency should have an annual turnover of at least ₹ 05 crore in each of the last three financial years. (Proof to be attached).

h) The Agency shouldn't have been blacklisted by any Central/State government agency in the past three years. (Attach self certificate).

i) The Agency should be registered for Goods & Service Tax with Central Excise department and must have a valid GST registration number (Attach Proof).

j) The Agency must have PAN No., Copy of last three financial year's Income Tax Return and Bank account in any Nationalized Bank and they will have to furnish their Bank account details. (with last 3 months transaction details).

k) Self declaration that, the security personnel to be engaged should be above 18 years of age and not exceeding 50years and should be physically fit for the duties. The minimum educational qualification for security guard-10th pass and they should have

undergone training necessary for providing security. The Agency shall deploy Indian nationals only. All the persons to be provided should have good moral character and antecedent verification should be carried out from the concerned authority by the agency and the copies of the report be made available to the University. The agency will ensure that no criminal case be pending against any of the persons so deployed by them with the University.

5. **Preparation & Submission of Tender through Online.** The Tender should be submitted in 02 (Two) Parts i.e. **Technical Bid and Financial Bid Respectively**. The Technical Bid should be submitted by the Bidder through online as **“Technical Bid”** for **Providing Security Service to NLUO, Cuttack**.

6. **Earnest Money Deposit.** The bidder shall be required to submit the Earnest Money Deposit (EMD) & Paper cost online through portal only. The EMD of the all Bidders shall be returned through portal after finalization of bid. The successful bidder will have to submit Bank Guarantee as Security Deposit as mentioned in the NIT before obtaining the LOI or work order. Bid(s) received without EMD will be rejected.

7. **Performance Guarantee.** *The successful Service Provider will be required to furnish a Performance Guarantee of 10% (Ten Percent) of Annual Contract Value* after receiving notification of award in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of the **"REGISTRAR, NATIONAL LAW UNIVERSITY ODISHA, Cuttack"** which shall be kept valid for a period of 30 days beyond completion of all the contractual obligations. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of Service Provider for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be released after completion of Service Provider's performance obligations under the contract. In case the Service Provider fails to deposit the said performance guarantee within the period including the extended period if any, the Earnest Money deposited by the Contract or shall be forfeited automatically without any notice to the Service Provider.

8. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether they inspect it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at own cost, all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the services unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that they have read this notice and all other contract documents and have made them self aware of the scope and specifications of the work to be done and of conditions.

9. The Tender paper/documents can be seen/ downloaded from Official website & submitted through Online or Site. For any query, Assistant Registrar, Phone : 0671 – 2338015 extn-5009/5004,NLUO, Cuttack, may please be contacted. However for any clarification, bidder will have to attend Pre-bid meeting in person. Query apart from PRE-BID meeting will not at all be entertained.

10. The Competent Authority does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

11. Canvassing whether directly or indirectly, in connection to bidders is strictly prohibited and the bids submitted by the Service Providers who resort to canvassing will be liable to rejection.

12. The Competent Authority, The Registrar, NLUO, Cuttack reserves to them self the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.

13. The bidder shall not be permitted to bid for works in the NLUO, Cuttack responsible for award and execution of contracts, in which his near relative is posted. He shall also intimate the names of persons who are working with them in any capacity or are subsequently employed by them and who are near relatives to any gazette officer in the NLUO, Cuttack. Any breach of this condition by the Service Provider would render them liable to be removed from the approved list of Service Providers of this Department.

14. The bid for the works shall remain open for acceptance for a period of 60(Sixty) days from the date of opening of bids.

15. This Notice Inviting bid shall form a part of the contract document. The successful bidder/ Service Provider, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of "The Notice Inviting Bid, all the documents including additional conditions, if any, forming part of the bid as uploaded at the time of invitation of bid and rate quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

16. (a) The Income Tax as applicable shall be deducted from the Bill unless exempted by the Income Tax Department.

(b) The quoted Rates shall be inclusive of all taxes except GST (GST to be paid as per actual from time to time).

(c) Labour CESS as applicable will be deducted from the Bill.

17. **Scope of Work**

- a. The agency will be responsible for overall security arrangement of the University as well as residence of Hon'ble Vice-Chancellor and the guest house at Cantonment Road, Cuttack ensuring protection of the personnel & property, maintaining records of visitors, prevent trespass with/without arms, perform watch and ward functions including night patrol on the various points to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle inside. The scope of work may change during the period of the contract by mutual consent.
- b. Security Agency will ensure that all instructions of the administration are strictly followed and there is no lapse of any kind.
- c. The Contract agreement shall initially be valid for a period of two years but can be extended further up to a maximum period of 05 years on year to year basis subject to mutual agreement and satisfactory services & performances, to be reviewed every year. However the services contract can be terminated at any time with one month notice owing to unsatisfactory performance by the selected Service Provider or because of change in universities requirement.
- d. Scope of the work includes providing protection and security to all gates /Offices/Academic Departments/Hostels/Residential premises/ Stores, etc. of the University. The job of the Security Agency will be to provide a full proof system for the above work.
- e. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the University for in-out Movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
- f. Deployment of Guards/ Security Supervisors will be as per the instructions of the authorities of the University from time to time and the security agency will be responsible for their optimum utilization. Experience of providing services of Ex-Servicemen shall be preferred.

- g. Security personnel deployed in the premises during holidays (more than 15 days) will be assessed as per actual requirement and the number of personnel will be suitably reduced.
- h. The Security Inspector/Supervisor will also take round of all the important and sensitive points of the premises as specified by the University.
- i. Security personnel shall also ensure door keeping duties.
- j. 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.
- k. Entry of the street-dogs and stray cattle into the premises is to be prevented. They should be at once driven out. 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.
- l. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
- m. The Security Personnel should also know the usage of various types of Fire Fighting Equipments and other security related gadgets. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
- n. In emergent situations, Security Guard/Supervisor/Inspector deployed shall also participate as per their role defined in the disaster plan, if any, of the University. Security personnel should be sensitized for their role in such situations.
- o. The Security Inspector/Supervisor/Guards are required to display mature behaviour, especially towards students, female staff, female visitors and elderly.
- p. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
- q. Security Personnel once posted shall not be changed without prior permission of the University.
- r. The University shall not provide any accommodation, transport, canteen or medical facilities to the Security Personnel.
- s. Uniform, Metal Detectors, Whistles, Batons, Torches, Umbrellas, Rain Coat, other items /equipments, etc. as may be required for effective discharge of security services shall be provided by the Security Agency at its own expenses.
- t. The personnel deployed by the Security Agency in the University shall be removed immediately if the University considers such removal is necessary on administrative grounds. The Security Agency shall also immediately remove any personnel who is found not to be discharging their duties correctly or is of doubtful character and shall replace them with substitute personnel either on its own or on the demand of the University and only after due approval of the Security Officer. In case of removal of such personnel, no claim shall be maintainable against the University.
- u. If the University incurs any expenses or any liability is put on them in connection with the deployment of the employee of Security Agency, the same shall be adjusted from the bills of Security Agency.

- v. Opening and closing of the office doors/windows and putting locks after office hours and on holidays shall be the responsibility of the Security Personnel and they shall ensure that all lights/fans and other electrical equipments are switched off immediately after the staff has left.
- w. The Inspector of the Agency is supposed to be present in the University campus during working hours. He will give daily progress report to a Designated Officer/In-charge of security affairs of the University.
- x. Any other duties/responsibilities as may be assigned by the University from time to time.
- y. The deployment of Security Personnel at different security points at the University are as follows. The area of engagement of such Security Personnel or their number may be modified/changed at the sole discretion of the University.
- z. The tentative manpower planning is to be referred from Annexure-III.

18. Terms and Conditions

- a. The agreement shall commence from the first day of subsequent month after award /sign of the contract or as mutual agreed upon and shall continue till completion of two years unless it is terminated by the authority with one month notice, owing to unsatisfactory performance or change in requirement.
- b. The agreement may be extended on same terms and conditions or with some additions/deletions/modifications as per the requirement for maximum up to 05 years by the University.
- c. The service provider shall not be allowed to transfer, assign, pledge or sub-contract as rights and liabilities under this agreement to any other Agencies or organisation by whatever name be called without prior written consent of the authority.
- d. The service provider will be bound by the details furnished by it to the authority while submitting the tender or at subsequent stage. In case any of such document furnished by it is found to be false , it will be deemed to be a breach of terms of Agreement making it liable or legal action besides termination of Agreement.
- e. The Application Form shall be signed by the Principal or the Authorised Officer of the Company or Agency / Proprietor/ Power of Attorney Holder as the case may be. Each page of the “Tender Documents” shall also be signed by him/her under the seal of the Applicant. There should be no eraser or overwriting or correction; Correction, if any, shall be attested under seal of the Applicant. Signature only in the Tender Document shall be construed as acceptance of all the stipulations, terms and conditions contained in the “Tender Document”.
- f. While quoting its rates in the Financial Bid, the Agency must ensure to quote the same inclusive of all (except GST) and submit a detailed component-wise break-up of the total wages for each category of personnel compulsorily on a separate sheet, duly stamped and signed, following which no request for adding any other component (obligatory or otherwise) shall be considered by the University on whatsoever ground and under these circumstances, the Agency shall be liable to remit the same to the concerned beneficiary.
- g. The wages shall be calculated/quoted on 08 hrs. basis inclusive of holidays, weekly offs and leave of all types as given to the Security Personnel by the agency

unless otherwise specifically asked for it. At no time shall there be more than 5% of the contracted manpower on leave or absent from the University duty.

h. The Agency will not *suo moto* claim any increase in the WAGES or any other allowances during the contract period unless it has been duly notified by the government. The Agency will be solely responsible in regard to LEGAL OBLIGATIONS on Security Personnel employed by it and deployed with the University.

i. Additional Guards, wherever and whenever necessary, will have to be provided to the University, even at a short notice. Additional manpower, if any required, by the University, shall be on the same/existing rates terms and conditions as per the contract agreement.

j. The Agency will ensure that proper uniform as per the weather/season be provided to its personnel and they always wear them neatly. All personnel should have to wear or display their respective identity cards on the uniform for identification while on duty.

k. For all intents and purpose, the Service Provider shall be the “Employer” within the meaning of different Rules and Acts in respect of personnel so deployed. There shall not be any “employee-employer” relationship between the person deployed by the Service Provider and this University. In case termination of this Agreement on its expiry or otherwise ,the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

l. Losses caused to the University due to negligence/lapses/denigration on the part of Security Personnel will be recovered from the Agency/Service Provider.

m. The selected agency shall have to execute an agreement on non-judicial stamp paper of ₹100/-[or of applicable amount] which will be signed by both the parties in the presence of two witnesses from both the parties.

n. After awarding the work contract, if the Security Agency fails to provide the desired strength of Security Personnel as described in the work order/contract for taking over the charge from the present Security Agency on the given date/time, the offer of contract will automatically stand cancelled without any notice and the total security amount will be forfeited.

o. All documents/credentials submitted by the Agency/Tenderer in support of his/her Tender document should be duly attested by the Proprietor/Authorised Signatory of the Security Agency.

p. University shall have the right to dismiss any person from duty with or without assigning any reason whatsoever and the substitute shall have to be provided by the agency immediately.

q. The University, through its Designated/Authorized Officer shall be at liberty to check any time the deployment of the personnel by the Agency and in case of any absence/fault/lapse, shall deduct the wages of the absentee personnel/damages from the monthly payment made to the security agency and may also impose penalty as deem fit by it. In case of damages/lapses/breach of trust shall be equivalent to the amount decided by the Competent Authority of the University. The decision of the Vice Chancellor shall be final in this regard.

r. The Agency shall pay wages to the Security Personnel deployed by them as per the wage structure quoted by them in the Tender Document. This should however be not less than the applicable wages as approved under the Minimum Wages Act 1948 and shall also ensure timely payment of wages as per the Payment of Wages Act 1936 of Govt. of India. The University shall have no liability in this regard.

- s. The University will not be liable to pay any amount other than settled in the contract. Any payment under the provision of the Workman Compensation Act 1923, ESI Act, 1948, payment of Gratuity Act, 1972 and Employees' Provident Fund and Miscellaneous Provisions Act 1952, Payment of Bonus Act 1965 and/or any other statutory liability shall be made by the Proprietor/Security Agency and related challans/receipts must be enclosed with the monthly bill. The Service Provider shall be solely responsible and liable for their personnel under the provisions of Contract Labour (Regulation & Abolition) Act 1970. A certificate to this effect will have to be submitted invariably every month to the University by the Service Provider in respect of manpower deployed by them. The certified copy of challans should be submitted along with the monthly bills of the ensuing month.
- t. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand to the authority of the University or any other authority under Law.
- u. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed person and non payment of statutory dues. The University shall have no liability for non-payment of remuneration of employed person and non payment of statutory dues.
- v. If any loss or damage caused to the University by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
- w. The selected agency shall have to execute an agreement on non-judicial stamp paper of ₹100/-[or of applicable amount] which will be signed by both the parties in the presence of two witnesses from both the parties.
- x. All liabilities arising out of accident or death while on duty shall be borne by the agency.
- y. The University does not bind itself to accept lowest or any other tender. The authorities of National Law University, Cuttack reserves the right to reject or accept any or all the tenders with or without assigning any reason there to.
- z. The successful tenderer shall provide the complete profile of all the Security Personnel so deployed by them with the University with his/her proof of educational qualification, date of birth, latest passport size photograph. This should be provided to the University for record within 10 (ten) days of the issue of the work order/contract.
- aa. For complaint, of non-adherence of terms and condition specified in tender document, indiscipline and unsatisfactory operation of security services or for unsatisfactory level of security services noticed during the inspection by University Officials a penalty of up to 5% of monthly bill may be levied after the approval of Authorities of NLUO on every event.
- bb. The Agency should submit its bill in the first week of every month along with proof of ESI, PF. etc. receipt and the payment for this will be released to the Agency through account payee cheque only, within 15 days from the date of submission of the bill.
- cc. Payment of the bills shall be released on monthly basis after receiving a satisfactory duty completion/performance report of all the deployments from the concerned Designated Officer/In-charge of security affairs of the University. The Agency should submit its bill in the first week of every month along with proof of ESI, PF. etc. receipt and the payment for this will be released to the Agency through account payee cheque only, within 15 days from the date of submission of the bill.

dd. The Agency shall invariably have to submit to the University-copy of challans / receipts of PF, ESI and GST remitted by them at every interval in respect of all the Security Personnel so deployed by them.

ee. TDS and other taxes as applicable will be deducted from the Agency's bill as per Govt. instructions from time to time.

ff. The Lowest Bidder will be decided as per the Computation Rates quoted by the Bidder for all the items.

gg. Payment will be made on Monthly basis after due Certification of the Bills by the Officer-in-Charge.

hh. The wages shall be calculated/quoted on 08 hrs. basis inclusive of holidays, weekly offs and leave of all types as given to the Security Personnel by the agency. At no time shall there be more than 5% of the contracted manpower on leave or absent from the University duty.

ii. Irrespective of date of submission of bills by the Service Provider and irrespective of the date of payment by this University to the Service Provider shall pay monthly remunerations to the persons deployed by them positively by 7th day of the succeeding month, and also through their bank accounts.

19. Compliance of Documents

A. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at NLUO, Cuttack site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by NLUO, Cuttack for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws/ Acts, including but not limited to with the following and their re-enactments/amendments/ modifications :-

- (a) The Payment of Wages Act 1936.
- (b) The Employees Provident Fund & MP Act, 1952.
- (c) The Contract Labour (Regulation) Act, 1970.
- (d) The Payment of Bonus Act, 1965.
- (e) The Payment of Gratuity Act, 1972.
- (f) The Employees State Insurance Act, 1948.
- (g) The Employment of Children Act, 1938.
- (h) The Motor Vehicle Act, 1988.
- (i) Minimum Wages Act, 1948.

20. **Breach of Terms and Conditions.** Non compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. Or In Case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by NLUO, Cuttack in that event the BG shall also stands forfeited.

21. **Termination of Contract.** NLUO, Cuttack would have the right to terminate the contract by giving one month's notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of NLUO, Cuttack rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Bidder or their staff and the agreement may be terminated by either party by giving one month's notice to the institution. The decision of

NLUO, Cuttack's management in this regard would be final and binding on the Bidder. In such an event, NLUO, Cuttack shall have the right to engage any other Bidder to carry out the task.

22. **Arbitration.** The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Cuttack. The decision of the Arbitrator shall be final and binding on the both parties.

23. **Dispute Settlement.** It is mutually agreed that all differences and disputes arising out of or in connection with this agreements shall be settled by mutual discussions and negotiations if such disputes and differences can not be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Vice Chancellor, NLUO, CUTTACK whose decision shall be final and binding on both the parties. The contract shall be governed by laws and procedures established by Govt. of India, within the frame work of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.

24. **Force Majeure**

a. Notwithstanding the provisions of GCC clauses, the bidder shall not be liable for, forfeiture of its performance security, liquidated damages 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 purpose of this clause, " Force Majeure" means an event beyond the control of the bidder and not involving the supplier's fault or negligence and not foreseeable .Such events may include, but are not restricted to, acts of the bidder in its sovereign capacity, was or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

c. If a Force Majeure situation arises, the bidder shall promptly notify the owner in writing of such conditions and the cause thereof. Unless otherwise directed by the owner in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

Sd/-
Registrar
NLUO, Cuttack

FORM FOR FINANCIAL INFORMATION

(Financial Analyses)

Details to be furnished duly supported by figures in Balance Sheet/Profit & Loss Account duly Certified by the Chartered Account, as submitted by the applicant to the Income Tax Department (copies to be attached).

Description	2017-18	2018-19	2019-20
Gross Annual Turn Over only			

**FORM FOR DETAILS OF ALL WORKS OF SIMILAR CLASS
COMPLETED DURING THE LAST 07 (Seven) YEAR**

(i.e. FOR THE YEAR ENDING MAR 2020)

PROFILE OF THE BIDDER

Past & Present Experience: Preferably for last five years, with recommendations/ satisfactory service certificate from employer(s), if any. [Attach extra sheets, if required]

Sl.No.	Year	Name of the Organization [WORK SITE]	Name of the Officer concerned in the Orgn., Tele.No. & E-mail	From	To	No. of security Personnel engaged
1.	2015 - 16					
2.	2016 - 17					
3.	2017 - 18					
4.	2018 - 19					
5.	2019-20					

1. Has the firm been ever debarred/ black listed by any organization?

If 'Yes', the details thereof. _____

2. Details of award/certificate of Merit etc. received from any Organization.

(Please attach Copy of certificates) _____

3. Staff strength presently available in the Agency

a. Security Guards : _____

b. Security Supervisors : _____

c. Security Inspectors : _____

Others: _____

(Authorized Signature of the Bidder with Seal)

Note:- Enclose copy of document/certificate.

FORM FOR DETAILED INFORMATION BY BIDDER

Name of Firm/Service Provider/Supplier	:
Complete Address for Communication	:
Name of Proprietor/Partner/Managing Director/Director	:
Phone Number	:
Mobile Number	:
e-Mail ID	:
Name and address of Office in/around Cuttack (Enclose proof of address)	:
Whether the firm is a registered Firm (Yes/No. Attach Copy of Certificate)	:
PAN Number. (enclose the attested copy of PAN Card)	:
GST Number (enclose the attested copy of GSTIN)	:
Whether the firm has deposited Earnest Money Deposit (EMD).	:
EPF No. (Enclose the attested copy of EPF Registration Certificate)	:
ESI Code. (Enclose the attested copy of ESI Registration Certificate)	:
Any other information, if necessary.	:

(Authorized Signature of the Bidder
with Seal)

Item Rate Tender & Contract for Services

e-Tender for the work of : Tender for Providing Security Service to NLUO, Cuttack.

To be submitted online by:

- i. Time and date of online Opening of Technical Bids. - **1st March 2021 at 1330 Hours.**
- ii. Time and date of opening of Online Financial Bids. **8th March 2021 at 1330 Hours.**

TENDER

I/We have read and examined the notice inviting tender, schedule along with Appendices as per General Rules and Directions, Conditions of Contract, Clauses of Contract, Special Conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

A sum of **Rs. 2,50,000/-** (Rupees **Two Lakh Fifty Thousand** only) is hereby forwarded through online as **Earnest Money**. If I/We, fail to furnish the prescribed Performance Guarantee/security deposit within prescribed period. I/We agree that the said Registrar, NLUO, Cuttack or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Registrar, NLUO, Cuttack or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Performance Guarantee absolutely. The said Performance Guarantee shall be a Guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in the tender form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the retendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another Service Provider on back to back basis. Further that, if such a violation comes to the notice of NLUO, Cuttack, then, I/We shall be debarred for tendering in NLUO, Cuttack in future forever. Also, if such a violation comes to the notice of NLUO, Cuttack before date of start of work, the Registrar, NLUO shall be free to forfeit the entire amount of Earnest Money Deposit & / Performance Guarantee.

I/We hereby declare that, I/We shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated : * _____

Signature of Bidder
with Stamp

Witness : *

Address : *
**(*To be filled in by the Service
Provider.)**

Occupation : *

FORM OF PERFORMANCE SECURITY (GUARANTEE)

1. Inconsideration of the Registrar, NLUO, Cuttack (hereinafter called " the Client") having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called " the said Service Provider(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 Service Provider(s) for compliance of their obligation in accordance with the terms and conditions in the said agreement.

I/We (hereinafter referred to as Bank) hereby (Indicate the name of the Bank) undertake to pay to the Government an amount not exceeding Rs. _____ (Rupees _____ only) on demand by NLUO.

2. I/We do hereby undertake to pay the (Indicate the name of the Bank) amount due and payable under this Guarantee without any demur, merely on a demand from the NLUO stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Service Provider(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. I/We the said bank undertake to pay to the NLUO any money so demanded notwithstanding any dispute or disputes raised by the Service Provider(s) in any suit or proceeding pending before any court or Tribunal relating there to, our liability under this present being absolute and unequivocal.

4. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s) shall have no claim against us for making such payment.

5. I/ We further agree that the guarantee herein contained (Indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the NLUO under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till Officer-in-charge on behalf of the NLUO, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Service Provider(s) accordingly discharges this guarantee.

6. I/We further agree with the NLUO that the (Indicate the name of Bank) NLUO shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Service Provider(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NLUO against the said Service Provider(s) and to forebear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said Service Provider(s) or for any forbearance, act of omission on that part of the NLUO or any indulgence by the NLUO to the said Service Provider(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.

7. The guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s).

8. We lastly undertake not to revoke this (Indicate the name of Bank) guarantee except with the previous consent of the NLUO in writing.

9. This Guarantee shall valid up to _____ unless extended on demand by NLUO, Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rupees _____ only) 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 the Guarantee shall stand discharged.

Dated the _____ day of _____ for _____ (Indicate the name of Bank)

Format for Agreement

(to be made on Rs 100/- Judicial Stamp Paper)

This agreement is made at Cuttack on the _____ day of _____ Month of _____ 2020 (Two Thousand Twenty) **between Registrar, NLUO, Cuttack** having its **Office at NLUO, Cuttack-753015** (herein after called '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, Legal Representatives and assigns) of the First party,

And

M/s _____ (Second party) having its registered Office at _____ (herein after called the '**Agency**' which expression unless repugnant to the Context shall mean and include its successors-in-interest assigns etc.) of the Second Party.

WHEREAS the "**Client**" is desirous to engage the "**Agency**" for providing **Security Service** for **NLUO, Cuttack at Cuttack** on the terms and conditions stated below :-

- (a) All the Terms & conditions of the Tender document will form as the part of this Agreement.
- (b) The agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other Laws applicable and all Statutory Obligations such as Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed in NLUO, Cuttack. The client shall have no liability in this regard.
- (c) The Agency shall be solely responsible for any Accident/Medical/Health related Liabilities/Compensation for the personnel deployed at it at NLUO, Cuttack site. The Client shall have no liability in this regard.
- (d) Any violation of Instructions/Agreement or Suppression of facts will attract cancellation of Agreement without any reference or any notice period.
- (e) The Contract can be terminated by giving 01 (One) Month Notice by the NLUO, Cuttack.
- (f) In case of Non-Compliance with the contract, the Client reserves its right to :-
 - (i) Cancel/Revoke the contract; **and/or**
 - (ii) Impose penalty of forfeiting the BG .
- (g) Performance Security amounting to Rs -----(Rupees -----only) i.e. of 10% of the Annual Contract Value, whichever is higher in the form of Fixed Deposit Receipt or Bank Guarantee form a scheduled Bank shall be furnished by the Agency at the time of signing of the Agreement.
- (h) The Agency Shall be fully responsible for timely monthly payment of wages i.e. by 07th of every month without fail and any other dues to the personnel deployed at NLUO, Cuttack as per rates mentioned in the schedule without any deductions except PF & ESI as admissible, through their Bank Accounts directly.
- (j) The personnel provided by the Agency will not claim to become the employees of NLUO, Cuttack and there will be no employee and Employer relationship between the personnel engaged by the Agency & NLUO, Cuttack.
- (k) There would be no increase in rates payable to the Agency during the Contract Period except any revision by the Govt. of India/Odisha.
- (l) The Agency also agrees to comply with annexed Terms & Conditions of the Tender and amendments thereto from time to time.
- (m) Decision of Client in regard to interpretation of the Terms & Conditions of the Tender shall be final and binding on the Agency.

(n) The Agency shall ensure full compliance with Tax Laws of India with regard to this contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of Tax, Interest, Penalty and any other legal Liability etc. of the Agency in respect thereof, which may arise. The Books of Accounts of the Agency as regards this outsourcing work shall be open for examination by the Institute as and when required.

(o) In case of any dispute between the Agency and Client, Client shall have the right to decide, as per Arbitration & / Dispute Settlement clauses & / mutual consent. However, all matters of jurisdiction shall be at the Local Courts of Cuttack.

(p) The Agency will provide Police Verification Certificate of each Employee within a period of 03 (Three) Months from the date of deployment except in respect of Ex-Servicemen and retired Government Employees. Failing this, the deployment shall be liable for cancellation.

(q) THIS AGREEMENT will take effect from the _____ day of _____ Month of _____ 2021 (**Two Thousand Twenty**) and shall be valid for **01 (One) Year** and extendable for another 01 (One) year on mutually agreeable conditions subject to satisfactory performance.

This day of _____ 2021, both the parties here to have caused their respective common seals to be Here unto affixed (or have hereunto set their respective hands and seals) the day and year mentioned above in Cuttack in the presence of the witness :-

For and on behalf of the 'Agency'

For and on behalf of the 'NLUO, Cuttack'

Signature of the Authorized Official
(Name of the Official with Seal)

Signature of the Authorized Official
(Name of the Official with Seal)

By the said _____
_____ (Name)
_____ on behalf of 'Agency'
in presence of Witness _____
Name _____
Address _____

By the said _____
_____ (Name)
_____ on behalf of 'Agency'
in presence of Witness _____
Name _____
Address _____

Annexure-III

Post	Shift			Remarks
	'A'	'B'	'C'	
	06:00am - 02:00pm	02:00pm - 10:00pm	10:00pm - 06:00am	
Security Inspector	2			On 12 Hours Basis (Male)
Security Supervisors	-	-	-	For all shifts
Trained Security Guards				
Boys' Hostel No. 1	-	1	1	For all shifts (Male)
Boys' Hostel No. 2		1	1	For all shifts (Male)
Girls' Hostel No. 1	1	1	1	All Lady Guards + 1 Male Guard in 'C' Shift
Girls' Hostel No. 2		1	1	
Main Gate No.-1	2	2	2*	For all shifts (Male)
Main Gate No.-2 (Hostel Side)	2	3	2	For all shifts (Male)
Administrative Block	1	1	1*	For all shifts (Male)
Parking Area	1	1	-	For 'A' & 'B' shifts (Male)
Academic Building - 'A' Block	1	1	1	For all shifts (Male)
Academic Building - 'B' Block	1	1	0	For 'A' & 'B' shifts (Male)
Library 1	1	1	0	For 'A' & 'B' shifts (Male)
Library 2	1	1	1*	For all shifts (Male)
Library 3	-	-	1	For 'C' Shift only (Male)
VC Residence	1	1	1	For all shifts (Male)
Guest House	-	-	1	For 'C' Shift only (Male)
Patrolling	1	1	1	For all shifts (Male)
*One Guard from these area can be deployed for night patrolling. Note : The above figures are <u>indicative only.</u>				

Sl. No.	Particulars	Attached (Yes/No)	Page/Annexure (If attached)
1.	Proof of incorporation/inception of the Agency		
2.	Pvt. Security License under Private Security Agencies Act- 2005 ,Updated PSARA		
3.	Proof of Registration with the Labour Commissioner		
4.	Solvency certificate documents		
5.	Details regarding training academy		
6.	Non-Conviction Certificate the agency from the Commissionerate of Police / Local Police Authority		
7.	Valid license from the respective State Government		
8.	EPF Registration Proof		
9.	ESI Registration Proof		
10.	Copy of PAN Card and Copy of last three financial year's Income Tax Return		
11.	Audited Balance Sheet for the last three years		
12.	Goods & Services Tax registration, documents		
13.	Satisfactory Performance certificate from at least Five organizations where the Agency has supplied a group of persons per day for Security Services during the last 5 years		
14.	National presence and Regional Branch details		
15.	Undertaking regarding black listed / debarred by any organisation		
16.	Declarations as per DTCN		