



राष्ट्रीय विधि संस्थान विश्वविद्यालय भोपाल
National Law Institute University Bhopal

Tender No. NLIU/SECURITY/NIT/ May – 08

Tender Document

For

Providing security services for the campus of NLIU Bhopal

V
13/05/2018

Registrar



The details of the tender are given below:

| | |
|--|--|
| Tender No | NLIU/SECURITY/NIT/ May – 08 |
| Type of Tender | Open Tender |
| Description of Work/Services | Providing contractual security services for the campus of NLIU Bhopal |
| Earnest Money Deposit | Rs.6,00,000/- (Rupees Six Lacs Only). |
| Tender Available Date and time of start | 15.05.2026, 15:00 Hours |
| Pre-Bid meeting Date and Time | 22.05.2026 in the O/o of Registrar, NLIU, Bhopal at 11:00 Hours. |
| Closing Date and Time of Bid Submission. | 05.06.2026 Upto 15:00 Hours |
| Bid Validity | 90 Days. |
| Tender Fee | Rs.1000/- (One Thousand Only). |
| Performance Guarantee/Bank Guarantee | 05% of the contract value. |
| Correspondence Address | Registrar, NLIU, Bhopal Tel. No. 0755-269 6965 Email: registrar@nliu.ac.in |



TECHNICAL BID FOR PRE-QUALIFICATION

For

Providing Security Services for the Campus of
NLIU Bhopal,



National Law Institute University, Bhopal
Kerwa Dam Road, Bhopal-462044

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National Law University University, Bhopal
Kerwa Dam Road, Bhopal

Tender No: NLIU/SECURITY/NIT/May – 08

Notice Inviting E-tenders

Estimated cost of work: Rs. 3,00,00,000/-

Subject: Invitation for Bids from Security Agency for Providing round the clock contractual security and ancillary services for the campus of NLIU, Bhopal

Registrar, NLIU, Bhopal, on behalf of Vice-Chancellor, NLIU Bhopal, invites **e-tender** from reputed and highly professional **Security Agencies** with nationwide presence, for providing contractual security services for NLIU Bhopal for *maximum duration of contract shall be 3 (three) year (initially for one year and extendable on yearly basis), subject to yearly appraisal and review by the University.* The potential bidders are required to visit the website www.mptender.gov.in for submission of tender. The agencies that fulfill the following requirements shall be eligible to apply:

1. Agency must be registered under the Private Security Agency (Regulation) Act, 2005. *
2. Should have organized training arrangements with residential facilities for security personnel with clear recruitment policies (enclose proof). The Agency has to submit a certificate for successful completion of security training by guards/ supervisors as per the applicable rule/ Act before mounting of guards/ supervisors.
3. Registration under EPF, ESI, GST etc.
4. Should have been in contractual security business continuously during the preceding 10 years.
5. The Agency must have at least one active contract with not less than 60 security guard in Bhopal/Indore region.
6. Must have a registered regional/ branch office for last one year with proper office set up in Bhopal/ Indore region for better coordination.
7. Agency must have executed at least two works of providing security services in the higher educational institutes of national repute with at least 60 security guards each. **(Proof of completion of contract is mandatory).**
8. In last 03 years, agency must have successfully completed contracts for providing security services of annual value not less than Rs. 1.5 Crores only.
9. Average annual turn-over during the preceding five years ending as on March-2026. should not be less than Rs. 1.5 Crores from security services business.
10. Should provide a solvency certificate from the banker for an amount of Rs. 1.5 Crores Only.
11. Capability to provide vehicles and licensed radio/ wireless equipment/Mobile Telephone services for communication **(optional, if required by the University).**
12. EMD of Rs. 6,00,000/ to be submitted with technical bid.
13. Security Agency/ firms whose contract/work order has been terminated by any Central/State Govt. organization/ PSU/ Autonomous Body due to unsatisfactory performance



and/or default in payment of statutory liabilities on time, are debarred from participating in this tender.

14. The Contractor/bidder should have own valid operating license issued by Department of Telecommunication, Govt. of India for Ultra High Frequency Walkie-talkies in Bhopal or arrangement through a licensed agency (**optional**).
15. The University will engage services of two separate agencies individually for providing security services and housekeeping services at NLIU, Bhopal Campus. Therefore, the bidders are advised to choose carefully to participate in only one tender accordingly.

***- The agencies which is found L-1 has to be registered in PSARA Act-2005 which is to valid for the state of M.P.**

1. **The bidders are requested to give detailed tender in two parts, i.e.,**

Part-I: Technical bid.

Part-II: Price bid.

Pre-Bid Meeting: A Pre-Bid meeting will be held in the Office of the Registrar at Administrative Building at NLIU, Bhopal on **22.05.2026 at 11:00 A.M.**

I. Technical bid

- (a) Provide complete information in Annexure. This part of the tender shall contain company profile and commercial terms & conditions of contract for the supplies to be made and services to be rendered.
- (b) Submission of compliance sheet as per the annexures is essential part of Technical Bid. If there is any deviation in specifications of material/items, record with complete details. Attach separate sheets wherever required. The University reserves the right to decide on such deviation/s.
- (c) The technical offer should not contain any price information.
- (d) **BIDDER HAS TO SUBMIT THE HARDCOPY OF THE TECHNICAL BID TO THE BELOW MENTIONED ADDRESS BEFORE THE LAST DATE OF SUBMISSION OF THE TENDER:**

**Registrar,
National Law Institute University Bhopal, Kerwa Dam Road,
Bhopal - 462044.**

II. Price Bid

- (a) The price bid shall contain rates of the items.
 - (b) Agency should carefully consider all the statutory liabilities and quote rates accordingly. The University reserve the right to reject any bid if any rates quoted are absurd or found not workable.
 - (c) In case of any discrepancy in the rates indicated in the Price bid either in figures or words, the rates in words will be considered for evaluation.
2. **Submission of bids:**
 - (a) Bid must be submitted only through e-tendering mode on www.mptender.gov.in.
 - (b) Bid submission through any other mode will not be accepted.
 - (c) Bidder shall provide duly signed certificate as enclosed at FORM 6 with technical bid.
 - (d) Completely filled up Integrity Pact placed at FORM 9 is to be enclosed. The submission of bid in response to this NIT shall be deemed to be in compliance with all terms and conditions of the tender including integrity agreement by the bidder.



Opening of price bid will be done after the presentation by the bidder(s) who are technically qualified in the Office of Registrar at University Campus. **The Agency has to clearly mention the name of their representative(s), their contact number and email on which they may be contacted, so that the presentation be done in a scheduled manner.** Agency/Bidder has to upload the information during submission of their technical documents on their letterhead.

Technically qualified bidders have to make a presentation to university officials on the mentioned date and time in university campus at NLIU.

The agencies are required to visit the website www.mptender.gov.in for submission of tender. Financial bid will be opened only of those bidders who has participated for the presentation.

Detail of the Bidder

For providing contractual security and ancillary services for NLIU Bhopal

| | |
|----|---|
| 1. | Name of Tendering Company with Registration No. & Date issued by appropriate authorities (Please enclose) |
| 2. | Do you possess trade license issued by Competent Authority: |
| 3. | Name of Proprietor / Director |
| 4. | Furnish following particulars of the Registered Office a. Complete Postal Address |
| | b. Telephone No. |
| | c. Fax. No. |
| | d. E-Mail Address |
| 5. | Furnish following particulars of the Local Branch Office. (Mandatory) |
| | b. Telephone No. |
| | c. Fax. No. |
| | d. E-Mail Address |
| 6. | PAN No. (Attach Attested Copy) |
| 7. | TIN No. (Attach Attested Copy)/GSTIN No. |



| 8. | <p>Financial turnover for the five financial Years. (Please attach copy of certificate by Chartered Accountant in original)</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%; text-align: center;">Financial Year</th> <th style="width: 40%; text-align: center;">Amount (In Lakhs)</th> <th style="width: 30%; text-align: center;">Remarks, if any</th> </tr> </thead> <tbody> <tr><td>2021-2022</td><td></td><td></td></tr> <tr><td>2022-2023</td><td></td><td></td></tr> <tr><td>2023-2024</td><td></td><td></td></tr> <tr><td>2024-2025</td><td></td><td></td></tr> <tr><td>2025-2026</td><td></td><td></td></tr> <tr><td colspan="3"> Average turnover for 05 years</td></tr> </tbody> </table> <p style="text-align: center;">(Attach separate sheet if space provided is insufficient)</p> | Financial Year | Amount (In Lakhs) | Remarks, if any | 2021-2022 | | | 2022-2023 | | | 2023-2024 | | | 2024-2025 | | | 2025-2026 | | | Average turnover for 05 years | | |
|--|--|-----------------|-------------------|-----------------|-----------|--|--|-----------|--|--|-----------|--|--|-----------|--|--|-----------|--|--|--|--|--|
| Financial Year | Amount (In Lakhs) | Remarks, if any | | | | | | | | | | | | | | | | | | | | |
| 2021-2022 | | | | | | | | | | | | | | | | | | | | | | |
| 2022-2023 | | | | | | | | | | | | | | | | | | | | | | |
| 2023-2024 | | | | | | | | | | | | | | | | | | | | | | |
| 2024-2025 | | | | | | | | | | | | | | | | | | | | | | |
| 2025-2026 | | | | | | | | | | | | | | | | | | | | | | |
| Average turnover for 05 years | | | | | | | | | | | | | | | | | | | | | | |

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|-----|--|
| 10. | <p>Give details of the major clients – Educational University/Universities, Government Departments, Research Organisations, to whom item/material of same type work the last five years in the following format.</p> <p style="text-align: center;"><i>Name and address of the Particular of work Work order No. and date value</i> <i>Client with details- Sr. No. Name of the contact</i> <i>Person, phone no.</i> Email id</p> <p style="text-align: center;">1</p> <p style="text-align: center;">2</p> <p style="text-align: center;">3</p> <p style="text-align: center;">4</p> |
| 11. | <p>The agency should not have been blacklisted or banned by any Govt. Department, Government Organization, PSU, University, Autonomous body etc. A notarized affidavit to this fact should be enclosed with the Financial Bid.</p> |
| 12. | <p>Are you an ISO certified service provider? If so, please attach the proof</p> |



| | |
|-----|--|
| 13. | Please specify the minimum time required to supply/ provide the item/material/ services from the date of receipt of the order. |
| 14. | Additional information, if any (Attach separate sheet, if required) |

(The Annexure must be submitted in the given format on the website only)



SPECIAL INSTRUCTIONS FOR TWO PART E-TENDER

1.1 MANNER AND METHOD FOR SUBMISSION OF TENDERS

- 1.1.1 All tenders in response to this invitation shall be submitted in Two Parts on the e-tendering website
- Technical Bid (Bidders has to submit documents on e-tendering website only.)
 - Financial bid needs to be uploaded in a given format on the website only.

- 1.1.2 TECHNICAL BID: This part of the tender shall include/contain all technical details, technical specifications, drawings and the commercial terms and conditions of contract for the supplies to be made and the services to be rendered **EXCLUDING ANY PRICE DETAILS THEREOF. An act of entering price details in the technical bid documents will lead to cancelation of the Bidders candidature.**

B. FINANCIAL BID: This part should contain only the charges for the services to be rendered.

- 1.1.3 Technical Bid should contain/include only technical specifications, technical details, literature, reference to earlier supplies of similar equipment with enclosing the purchase order copies, drawings, quantity, time required for submission and approval of drawings, manufacturing and delivery schedule, inspection/testing procedure itemized list of spares and quantity (without price) recommended by the tenderer for purchase term of price mode and terms of payment, mode of dispatch, the quantum/percentage of statutory levies payable by the Purchaser as extra and all related commercial terms and conditions for the supplies and for the services like erection and commissioning to be rendered by the tenderers. The tenderer shall take special care **NOT TO MIX UP** the price of the stores in this part of the tender.

- 1.1.4 Financial Bid shall include/contain only price, price break-up.

1.2 TECHNICAL CLARIFICATIONS

- 1.2.1 After opening the technical bid of the tender, if it becomes necessary for the technical authorities/user department to seek clarification from the tenderers, the same will be sought for from the tenderers by the technical authorities/user department, in such an event, the tenderer shall-

- Furnish all technical information/clarification to the concerned technical authority directly in the sealed envelope to reach on or before the due date, and time fixed by the technical authorities in an ordinary envelope indicating the Purchaser's tender reference. If the technical clarification/details sought for by the technical authorities from the tenderers do not reach them on or before the due date and time fixed for its receipt, such tenders will be liable for rejection at the discretion of the purchaser.
- Have an option to modify the price based on the technical clarifications or discussion the tenderers had with the user department. In case they wish to make any revision in the price, they should communicate such a revision in price in sealed cover within the due date.

1.3 OPENING OF TENDERS

- 1.3.1 Technical Bid of the tender will be opened at the first stage on the due date and time indicated for opening in the tender notice. While the Financial Bid will be opened at the third stage on the date and time as intimated after presentation by the bidder qualified in technical evaluation.

- 1.3.2 While all the tenderers who submit tenders online on e-tendering website within the due date and time specified for its receipt will be permitted to participate in the opening of Technical Bid of the tender on the due date and time indicated in the tender inquiry, the opening of the Financial Bid of the tender will be done only after presentation by qualified bidders in technical evaluation.

- 1.3.3 The tenders whose are found suitable/acceptable will be intimated online. **Financial Bid of the technically disqualified tenderers will not be opened.**

Tenders not submitted on e-tendering website will be summarily rejected.

Date:



Registrar, NLIU Bhopal

Undertaking from the Bidder

From:
M/s-----

To: Registrar, NLIU, Bhopal

Bhopal- 462044

(Tenderer)

SUB: "Bids for providing round the clock contractual security and ancillary services for the campus of NLIU, Bhopal"

- 1) Having carefully examined the Tender Document, we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
- 2) We enclose herewith details of Earnest Money Deposit for a value of Rs. 6,00,000.00 (Rupees Six Lacs Only).
- 3) We certify that we have carefully read each and every condition and the scope of work given in the Bid document and having understood the same we confirm our acceptance without any condition or deviation.
- 4) We agree to keep the Bid valid for a period of 90 days from the date of opening of Bid and it shall remain binding on us and may be accepted at any time before the expiry of that period. We also understand that we shall not withdraw this Bid during this period of 90 days and in the event of default, NLIU Bhopal shall have the right to forfeit 100 % (hundred %) of the Earnest Money Deposit without assigning any reason.
- 5) Should this Bid be accepted, we hereby agree to abide by and fulfill all terms and conditions of the Bid document and in default thereof, to forfeit the earnest money deposit absolutely. We understand that NLIU Bhopal is not bound to accept the lowest or any other Bid received, fully or in part thereof.
- 6) Unless and until a formal contract is prepared and executed, this Tender Document together with written acceptance of tenderer thereof shall constitute a binding contract between NLIU Bhopal and ourselves.
- 7) I/We declare that no contract/work order has been terminated due to unsatisfactory performance and/or default in payment of statutory liabilities on time, if at any stage of tender it comes to University's knowledge, our firm may be debarred from participating in this tender or any other tender in future related to NLIU Bhopal.

Witness:
(Name & Address)

For and on behalf of Director (Seal & signature of the company)

Date:

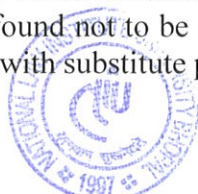
Name:

Signature:



Terms and Conditions for providing security services to NLIU, Bhopal.

1. Intending bidders are advised to inspect and examine the site and its surroundings and safety themselves before submitting their tenders as to the nature of the work the form and layout, the means of access to the site and in general shall themselves obtain all necessary information as to risks, contingencies and of the circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent upon any misunderstanding otherwise shall be allowed. The tenderer shall be responsible for arranging the manpower and all other inputs required for executing the work unless otherwise specifically provided for in the contract documents and has made himself aware of the scope and specification of the work to be done **It is specifically made clear that no manpower shall be allowed to stay in the campus of NLIU Bhopal & therefore no hutment/temporary arrangement shall be allowed to be built for this purpose. Any provision in this context existing otherwise in the document elsewhere may be treated as “deleted”**
2. Ordinarily not more than 50% of the existing security personnel can be retained subject to final decision by the University depending upon its requirements.
3. **All guards/supervisors to be deployed must be as per the instruction of the university.**
4. The Security Agency shall provide security arrangement for guarding the University campus within the confined premises as required by the University. Moreover, the Security Agency shall also protect the University Campus from anti-social elements.
5. Every personnel deputed by the Security Agency (As **Guard**) shall be at least a matriculate with LMV Driving license and those other than supervisory staff, personnel above the age of 45 years (Refer Age limit in Clause 49) shall not be deployed. Violation of this condition shall be treated as breach of important contractual conditions and shall attract penalty.
There should be at least 30% of guards and supervisors with proficiency in driving of LMV and proficient in firefighting skill in each shift.
6. The Security Agency personnel should be physically/medically fit (a physical/medical fitness test to be conducted once in a year) and properly turned out with uniform, boots /shoes, belt, caps, badge, whistle, lamp, torch etc., and carry an identity card duly attested by the Executive of Security Agency. A photocopy of these cards along with computer data shall be given to the University for record, verification etc. the Security Agency shall provide two sets of proper uniform every year (shoes, caps, canes / stick, raincoats, winter wear/sweaters/warm clothing etc.) to every personnel deployed by them in the University Campus free of cost.
7. The Security Agency shall ensure that before deputing the security staff, they will verify the antecedents of all their staff and provide to the University a complete dozier of particulars of each security personnel proposed to be deployed along with the records of police verification, in original. Non-compliance with this provision will be deemed to be violation of the contract, inviting penal action. The University shall have the right to check up, from time to time, the uniforms worn by the security personnel as well as their fitness to perform guard duty up to the satisfaction of the University. The University shall also have the right to check and supervise the Security personnel on duty. The decisions of the NLIU shall be binding on the Security Agency.
8. Security Agency shall abide by all laws of the land, as may be applicable on the University and as may be decide by the Government of India from time to time. (Refer Section C Annexure II)
9. The Security Agency shall supply a certified copy of their registration under the M.P. Shops & Establishment Act, the Provident Fund Act, ESI, Labor Rules, Income Tax/ Service Tax and GST etc. All the payments will be made through digital mode RTGS.
10. The personnel deployed by the Security Agency in the University shall be removed immediately if the University considers such removal necessary on administrative grounds. The Security Agency shall also immediately remove any personnel who is found not to be discharging his/ her duties correctly or is of doubtful character and shall replace him/her with substitute personnel either on its own or on the demand



of the University and only after due approval of the Supervisor. In case of removal of such personnel, no claim shall be maintainable against the University.

11. If the University incurs any expenses or any liability is put on them in connection with the deployment of the employee of the Security Agency, the same shall be adjusted from the bill of Security Agency.
12. The Security Agency shall make serious efforts to control and eliminate the cattle menace, which include not only cows and buffaloes but also other animals like pigs, monkeys, dogs, and snakes etc., from the campus premises.
13. The responsibility for taking appropriate security measures shall be entirely that of the Security Agency. The University will be entitled for compensation against the Security Agency, in case a proper joint inquiry establishes that the theft or loss or damage has been caused due to negligence of the Security Agency or any of its employees. The said compensation shall be in addition to the findings and recommendations that the joint enquiry may propose. The amount of compensation payable by the Security Agency will be as per the actual loss suffered by the University and as decided by the University. Also, after enquiry, if it is found that such theft or loss or damage has been caused by act of omission and commission of the personnel of the Security Agency or if the personnel of the Security Agency has either taken active part in such acts or has aided and abetted in the acts of such commission and omission, the University or its employees to whom loss is caused, shall be indemnified/compensated by the Security Agency on actual basis.
14. If a vehicle(s) is provided by the Security Agency, it should be in reasonably good condition with its complete documents i.e. Insurance, Registration, PUC etc., so as to ensure efficient service. The patrolling vehicle being out of order for more than one hour will attract a penalty. The vehicle can be used for any official purpose.
15. The Security Agency shall submit a certificate along with the monthly bills certifying that the personnel employed by them in the campus of the University have been paid at least minimum wages, as in force from time to time, in accordance with the provisions of the Minimum Wages Act, ESI/EPF/Medical Insurance Challan along with nominal roll of all concerned security personnel and that all other statutory requirements in this regard have been complied with any violation of the provision of Minimum Wages Act shall render the contract liable for termination. The University shall also proceed against the defaulting agency as per the provisions of the relevant laws.
16. The contract price shall be all inclusive and nothing extra shall be payable over & above price in respect of the Scope of Work defined in the Price Schedule of the accepted contract. However, if the prescribed minimum wages are revised by the M.P. Government, the Security Agency shall revise the wages of the personnel accordingly. The difference in revised minimum wages, with respect to the wages applicable on the date of submission of tender (to cover statutory liabilities and profits of the company etc.) shall be reimbursed to the security agency in addition to the contract amount, subject to production of proof of disbursement of revised wages.
17. The Security Agency shall take into consideration all levies and statutory taxes while quoting the tender. However, if any fresh taxes, charges etc. are levied by the Local / State/ Central Govt., subsequent to the date of opening of tender the same shall be reimbursed by the University against proof of production of payment.
18. The security personnel shall remain on duty for 8 (eight) working hours. The personnel shall not leave his place of duty/duty point until his reliever reports for duty. Deserting the place of duty/duty point by the security personnel without having been properly relieved will attract a penalty.
19. The security agency should have 25-30% spare security guards/ supervisors cleared for deployment by the University to be used for relief on account of weekly off/leave/ sickness or any other requirements such as extra guard required for increased security post. The Security Agency shall ensure replacement and managing of all security posts by deploying suitable reliever without any additional liabilities to the university. In addition, no supervising field staff as well as the guards shall be removed from university duty without seeking prior consent of the University. Breach of this clause will attract a penalty.



20. All the assets and articles provided by the University shall be the property of the University and the Security Agency shall be merely the custodian of such assets and articles. On termination of security contract either by efflux of time or any time earlier than the stipulated period as the University may decide at its sole discretion, such property shall be handed over to the University forthwith.
21. In addition to the number of personnel/items / services listed in the Price Schedule, the Security Agency shall undertake to engage employees and provide an additional number of well-trained guards/ Vehicles/ equipment as and when required by the University, on reasonable notice, as per the accepted rate given in the Price Schedule.
22. It is obligatory for the Security Agency to put up wages bill along with all necessary supporting documents by 7th (Seventh) day of the following month.
23. The payment for services under this agreement shall be made on a monthly basis, through NEFT/RTGS, drawn in favour of the Security Agency payable at Bhopal. The payment shall be made within 7 working days on receipt of the bills for each calendar month, duly supported with the requisite details of the daily attendance and other records, which shall be open for inspection by the University. The final payment shall, however, be made only after adjusting all the dues/claims of the University.
24. The persons employed by the Agency for the security of the University will be the employees of the Security Agency and the University shall have nothing to do with their employment or non-employment. Under no circumstances any liability (Civil or Criminal) in respect of matters connected with their employment (or otherwise) shall be held against the University and the Security personnel employed by the Security Agency (security agency itself) shall have no right whatsoever to claim employment (or any damages) from the University.
25. The Security staff employed by the Security Agency will not join any union of the University nor shall they make any claim on service or other matters. They shall also not form any union associated with the University and shall have absolutely no claim to subscribe or for election in any of the unions of the University. (Shall abstain from every internal matter of the University other than for the purpose they are deployed). They should not criticize our university and their employees at any level.
26. The Security Agency shall undertake, to the satisfaction of the University, a continual updating of skill, processes and procedures followed by the Security staff employed in the security of the University by organizing suitable training programs for them on the routine basis rate of the same should be the part of price schedule. This training program shall be as per PSARA Act 2005 and Private Security Agencies Central Model Rules 2006 (PSACMR 2006) Section 5. It may include various aspects of security of a vital installation, major expected threats, and measures to curtail these threats, use of security equipment, and use of firearms to armed guards etc. (Regular physical /medical checkup for guards will be carried out by the agency and submit a fitness certificate to NLIU-Bhopal)-Pre requisite at the time of enrolment and mandatory every year. The security guards must be maintaining a prescribed physical fitness and may be subjected to a physical efficiency test at once in a year.
27. The Agency has to submit a certificate for successful completion of security training by guards/ supervisors as per the applicable rule/ Act before mounting of guards/ supervisors.
28. Any payment, required to be made by the Security Agency to its personnel, in compliance with any of the laws of the land, shall be the sole responsibility of the Security Agency. This would include specific responsibility with regard to the provision of the minimum wages act and / or any other law, which may be applicable on the University in the instant case and excluding but not limited to payment of Bonus Act, etc, which is not applicable on the University. The University will in no case be responsible for default, if any, in this regard. Even if, as per provision of any relevant enactment, the liability becomes that of the University, it is clearly agreed that the same shall be deemed to be that of the Security Agency and shall be discharged by them. The University's liability towards personnel will be limited to the extent of the contract price accepted by the University.
29. The Security Agency in discharge of its duties will be bound by operational parameters.



30. All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Bhopal.
31. The Security Agency shall maintain proper liaison and contact with the local police / civil administration etc. for smooth and peaceful day-to-day working of the University. The security agency shall be fully responsible for taking follow up action and for pursuing the First Information Reports (FIRs) lodged by the residents of the campus with the police department. An expenditure occurred towards the same can be claimed on production of receipt/ justification.
32. The Security Agency shall ensure that the transport and communication equipment, as mentioned in the Price Schedule, are maintained in perfect working order round the clock. In case of any major fault requiring their immediate operational status, the Security Agency will provide replacements for them free of charge, if failure, penalty/compensation will be imposed Rs.1000/- per day.
33. Any compensation arising out of any accident or mishaps on duty to security personnel shall be the responsibility of the Security Agency.
34. The contractor shall submit the following documents along with the tender:
- A Solvency Certificate in original issued by the bankers.
 - Full EMD amount of Rs. 6,00,000/- can be submitted in the form of bank transfer or NEFT/ RTGS.
 - The Earnest Money of the unsuccessful bidders shall be refunded without any interest within a month after the written acceptance of tender to the successful bidder. **However, the EMD of the successful bidder shall be returned after submission of the performance guarantee.**
35. Offer will be accepted online through e-tendering website. **Price bid must be submitted in e-tender mode only and no hard copy of price bid is to be submitted separately.**
36. The tender document will not be opened if the Earnest Money is not furnished with Technical Bid in a separate envelope or its exemption certificate.
37. The Security Agency shall be bound to perform the assigned jobs even though the same may not have been included in the schedule of services. The charges for the extra services not mentioned in the Price Schedule should be settled mutually.
38. A prospective bidder, requiring any clarification of the Bid Documents shall notify the NLIU Bhopal in writing or by *e-mail* at the mailing address indicated in the Invitation for Bids. He shall respond in writing to any request for clarification of the Bid Documents, which he receives not later than 7 days prior to the last date for the submission of bids. Copies of the query and clarifications by him shall be sent to all the prospective bidders who have received the bid documents.
39. The bidder is strictly advised to visit and examine the campus and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the bid application and subsequently the financial bid. The cost of visiting the site shall be at bidder own expense.
40. At any time, prior to the date of submission of bids, the University may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment. The amendments, if any, shall be notified on the website (s) and these amendments will be binding on all the bidders. In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the University may, at its discretion, extend the deadline for the submission of bids suitably.
41. The Security Agency shall be responsible for all injuries and accidents to persons employed by them as per Employee Compensation Act 1923. Also, the manpower agency shall mandatorily insure the life and health of each of its employees by way of taking requisite insurance policy.
42. The agency shall take the following insurance policies for their employee(s):
- Life Insurance policy.
 - Health Insurance Policy
 - Accidental Policy.



43. The agency shall take the Medical Insurance for their employees who are not covered under ESIC scheme. Whenever such policies are provided and the workforce is covered under the said schemes, no separate claims for any compensation shall be admissible from the principal employer.
44. The Security Agency shall be responsible for the good conduct and behavior of its employees. If any employee of the Security Agency is found misbehaving with the University Outsourced Staff, employees, faculty or students at the University, the Security Agency shall terminate the service of such employee at their own risk and responsibility. The Security Agency shall issue necessary instruction to its employees to act upon the instructions given by the Concerned University authorities.
45. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify whether he is signing as:
- i. A sole proprietor of the firm or constituted attorney of sole proprietor.
 - ii. A partner of the firm, in which case he must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.
 - iii. Constituted attorney of the firm. Provided that,
 - In case of (b) above, a copy of the partnership agreement or general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of attorney should be furnished.
 - In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner the tender offer and every partner of the firm should sign all other related documents.
 - A person signing the tender form or any other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the University may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract / intended contract at the risk and cost of such person and hold the signatory liable to the University for all cost and damages arising from the-cancellation of the contract including any loss which the University may have on account of execution of contract / intended contract. Individual signing the tender or other documents connected with the contract shall indicate the full name below the signature and must specify the capacity and authority under which he signs such document and shall also submit documentary evidence of his authority duly attested by a Notary Public.
46. In the event of any loss being caused to the University on account of the negligence of the employee of the Security Agency, the agency shall make good the loss sustained by the University, either by the replacement or on payment of adequate compensation on actual basis and as decided by the University.
47. The Security Agency shall not appoint any sub-agency/ sub-contractor to carry out any obligations under the contract.
48. None of the employees of the Security Agency shall enter into any kind of private work within or outside the campus of the University. Non-compliance with this provision will be deemed to be violating the contract, inviting penal action.
49. The employees of the Security Agency shall be of good character, physically fit and of sound health and shall not be less than 21 years or more than 45 years of age in case of Security Guards and 50 years in case of Supervisors (and the agency will take care that any person having spectacles preferably will not be given night shifts). The minimum height of the Security staff should be at least 5' -6" except in case of hill tribes and lady guards. Anyone found below the minimum standard shall be removed immediately from the University and agency shall be liable for penalty.



50. **The Security Agency shall maintain a Complaint Book at the main entrance gate which will be made available to the supervisory staff of the University Security and the residents / employees of the campus.**
51. In a manner satisfactory to the University, the Security Agency shall provide necessary expertise and trained manpower to attend to the various needs of security services at the University buildings, hostels, residences, and the campus in general.
52. The Security Agency will have to accept full responsibility to uphold all the statutory obligations / responsibilities under various laws as applicable from time to time, in respect of its employees in consonance with the laws of the land, against all claims, damages or losses of every nature or kind, whatsoever, ensuring no liability or involvement of the University.
53. Security agency shall ensure protection of all properties and personnel of the University, whether on its campus or in transit, against trespass and willful harm, by deploying fail- safe preventive measures, providing early warnings and mobilizing trouble -shooting efforts.
54. The Security Agency shall abide by all laws of the land, as may be applicable on the University and as may be decided by the Government of Madhya Pradesh from time to time. (Refer Section C **Annexure II**)
55. The Security Agency shall supply trained manpower for the security duties in the campus. In spite of this, all Security Supervisors shall be capable/ trained in hosting Flag Ceremonies as and when required. It shall also undertake at its expense and to the satisfaction of the University, a continual updating of skills and procedures followed by the Security staff. For this purpose, the agency shall organize suitable training sessions for its guards from time to time.
56. In case of any dereliction of duty, gross neglect, an unintended or intended damage caused by the Security Agency or its staff or otherwise, any harm done to the University, its properties, its designated officials or other employees, the Security Agency shall be liable to make good the loss or pay compensation, refund expenditure on legal/judicial proceedings as well as pay penalty, which the NLIU may deem fit.
57. Total duration of contract shall be 3 (three) years (initially for one year extendable up to two more years), subject to half yearly appraisal and review by the University. In case the performance of the agency is not found to be satisfactory as per parameters of the contract or not in conformity with the terms & conditions of the agreement under **Section-II**, the contract shall be terminated even before the scheduled time by giving advance notice of 1 (one) month to this effect. In the event of premature closure of contract for reasons mentioned herein above, the Security Deposit shall be absolutely forfeited.
58. The Security Agency shall supply minimum 2 sets of approved uniforms per year with name-plates/name- tags to the persons engaged on duty. The University shall not allow any employee of the Security Agency to work inside the University without the uniform. If during the period of contract, the uniforms are worn out, it shall be the responsibility of the Security Agency to supply another uniform to the persons and it will ensure that the persons wear only proper neat and clean uniform and polished shoes while they are on duty in the University. The Security Agency shall get the identity card of each employee attested from the Supervisor of the University. The University shall not provide any kind of weapons, batons, torches etc. It would be the responsibility of the Security Agency to supply such minor equipment necessary for discharge of duty.
59. **The Security Guards and Security Supervisors shall be required to work in three Shifts. However, no Security Guard/Supervisor shall be allowed to perform continuous duty beyond one shift.**
60. Employees of the Security Agency shall not work for more than 6 days in a week.
61. **In the case of a successful bidder, the bidder has to furnish performance bank guarantee of 05% of the awarded contract value for the entire duration of contract. University is not liable to pay any interest on that amount after the completion of the contract period.**

62. The Security Agency shall have proper standards and procedures for recruitment of guards and supervisors as per PSARA 2005 section 10 and standard of physical fitness for security guards as per the Private Security Agencies Central Model Rules 2006 (PSACMR 2006). The Security Agency shall have a properly designed uniform. The University reserves the right to suggest modification if it deems fit, for the proper appearance and turnout of the guards.
63. The Security Agency shall have a regular system of training the Guards before mounting them on duty. The Security Agency shall have proper training facility and profession as per PSARA 2005. The Security Agency will mount only trained guards and supervisors on duty. The University shall not pay any additional charges towards training or replacements of security personnel.
64. The Security Agency shall have a proper system of checking the guards on duty especially at night. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified.
65. The Security Agency shall have resources to assist the principal employer (i.e., the University) in conducting Security Audits, Surveys, and Investigation etc. and shall also be able to render professional advice on matters relating to security, intelligence, and surveillance, free of charge.
66. The Security Agency shall apply to the Labor Commissioner for obtaining a labor license within a reasonable time and will submit a copy of the license to the University.
67. The tender shall remain valid for a **period of 90 days** from the date of submission. If a bidder withdraws or modifies the offer within this period, his tender shall be cancelled and 100% (hundred percent) of the Earnest Money shall be forfeited. In exceptional circumstances, the University may request the bidders' consent for an extension of the period of bid validity. A bidder may however be at liberty to refuse the request without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of a bid will not be allowed to modify his bid.
68. Anyone or more of the following action/ commission / omission are likely to cause summary rejection of bid:
- i) Any bid received late without conclusive proof that it was submitted before the specified closing time.
 - ii) Any bid not accompanied by required details of Earnest Money Deposit (EMD).
 - iii) Any conditional bid or bid offering rebate.
 - iv) Any bid in which rates have not been quoted in accordance with specified formats /details as specified in the Bid Document.
 - v) Any bid received without a latest attested Solvency certificate.
 - vi) Any effort by a bidder to influence the University in the bid evaluation, bid comparison or contract award decision.
 - vii) Any bid received with a period of validity of bid shorter than 90 days.
69. The University is not bound to award a contract at the lowest price received in the Tender and reserves the right to decide on fair and reasonable price of the services tendered for and counter offer the same to the bidders. All other terms and conditions of the tender shall remain operative even if a counteroffer rate is offered to the bidders. University reserves the right to negotiate with L-1 bidder to arrive at the fair and reasonable price.
70. The award of work order, when issued to the successful bidder, constitutes the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on stamped paper affixed with non- judicial stamps, all of which finally form the contractual obligations to be adhered to performed by the bidder and the non- performance of any of such obligations make the bidder liable for consequential effects.



71. The bid shall not contain corrections, erasures or over writing except as absolutely necessary to correct errors made by the bidder. Such corrections etc. shall be signed and attested by the person or persons signing the bid.
72. The University does not bind itself to accept lowest or any other tender. The University reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereto incurring any liability to the affected bidder or bidders on the grounds of the University action
73. The successful bidder shall have to execute an agreement with the University on a non- judicial stamp paper of Rs. **500/- (Five hundred only) or as per the notification of stamp act within 1 (one) month from the date of award and commence the work.** Failing which the University shall be at liberty to forfeit the earnest money and proceed to appoint another agency as it may deem fit.
74. The rates quoted in the Price Schedule shall be inclusive of all taxes, levies and statutory liabilities, the wages of the personnel and incentives if any, cost of minor equipment such as batons, torch etc., consumables such as electricity etc. and contingent expenditure incidental to the work, contractor's profit etc. Nothing extra shall be payable in addition to the accepted rate for each individual item as per the Price Schedule in **Part-II Section B.**
75. The bidders are advised to refrain from stipulating any conditions, rebates etc. in violation of the terms of the tender. The University reserves the right to reject such tenders in which conditions of rebate are stipulated, without assigning any reason thereof.
76. Salary to be made based on verified attendance and biometric report of attendance be attached for each security personnel. The salary should be credited to each security personnel by 7th of each month, failure to do so will attract penalty.

Arbitration:

77. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before/ after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Vice-Chancellor of the University at the time of the dispute.
78. If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns / withdraws for any reason from the position of arbitration, it shall be lawful for the Vice-Chancellor of the University to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it, if both the parties' consent to this effect, failing which the Arbitrator shall be entitled to precede de-novo.
79. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to Arbitrator at the time of invocation of arbitration under this clause. It is also a term of the contract that the cost of arbitration shall be borne by the parties themselves. The venue of arbitration shall invariably be at Bhopal. Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof or rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

Force Majure:

80. If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the University as to whether the operation have been so resumed or not shall be final and conclusive,

provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract.

81. Provided, also that if the contract is terminated under this clause, the University shall be at liberty to take over from the Security Agency, the security personnel, vehicles & equipment deployed in the campus until a new security agency is appointed and commences the operation.

Period of Contract:

82. Total duration of contract shall be 3 (three) years (initially for one year extendable up to two more years), subject to half yearly appraisal and review by NLIU. The contract shall be terminated at any point of time, if the performance of the security agency is not satisfactory and in case of major security lapses and failure to fulfill the contractual obligations of any nature. The agency has to provide uniforms to all employees before deploying them at the University.

The agency has to ensure that all allowances, wages etc. claimed from the university are reflected in pay/salary slips of all employees and a copy of salary slips of all personnel deployed are submitted with monthly bills.

83. **Payment Schedule:** Payments to agency will be made as and when actual expenses are incurred for items quoted in the tender and agreed in subsequent discussions or actual, whichever is lower, on monthly/yearly/reimbursement basis as applicable on the basis of employee(s) acknowledgment receipt. Payments including allowances to Ex-service man deployed will be made as per DGR Rates and applicable rules of the University.

84. Payment to Contract Manpower Deployed by Contractor:

a) A computerized Monthly Payment Slip shall be issued to all contract manpower at the time of monthly payment. The Pay slip must bear the contract agency name & logo etc.

b) Attendance and daily activity details should be maintained preferably in a web based HRIS/Biometric system provided by the agency.

c) Pay Slip must also mention clearly the Name & ID of Contract manpower all the components for payment and deductions separately. Besides, PF Account No, ESIC Account No., PF & ESI contribution by employer and all other relevant details must also be mentioned on the 'Pay slip'.

d) The payment shall be done on the basis of attendance verified / certified by authorized representative / engineer-in-charge of NLIUB as per contract rates, terms & conditions. The contractor shall also make payment for all statutory dues in time as per contract terms & conditions.

e) The payment to Contract manpower deployed shall be done through Bank transfer. No charges for this shall be paid by the Institute.

f) Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel along with the Bills.

g) The contractor shall submit each employee-wise PF Code No. and ESI Code No. along with respective amount to NLIUB for all the Contract manpower deployed before claiming the Bills.

h) **Statutory Liabilities:** As applicable to NLIU Bhopal shall be paid as per minimum wages for unskilled / semiskilled workers, approved and circulated by the Office of Labour Commissioner Govt of MP, Indore time to time for the min. wages purpose guards shall be treated as unskilled labour and supervisor shall be treated as highly skilled and having qualification of at least Sr. Secondary Pass / ITI pass. Contribution part of employer in respect of EPF & ESI shall be reimbursed by the Institute after fulfillment of following:

i) EPF: Agency will submit a separate challan for NLIUB deposit amount and also provide a statement with details of employees and amount deposited.

ii) ESI: Agency will submit a statement with details of employees and amount deposited applicable.



iii) Reliever Charges will be admissible.

85. The bills must be submitted along with:

- i. List of employees with their date of engagement, Summary of attendance, Wage Sheet.
- ii. PF deposit Challan for the previous month through E-Sewa and Electronic Challan Cum Return (ECR), attested by contractor, however contractor is requested to submit preferably current wage month Challan along with ECR as system is on-line.
- iii. ESI deposit Challan for the previous month through E-Sewa and Electronic Monthly Contribution History details of all contract manpower, attested by contractor however contractor is requested to submit preferably current wage month Challan along with ECR as system is on-line.
- iv. Details of PF remittance for the previous month for each of personnel deployed (first page of Form 6A prescribed under Employees PF & Misc. Provision Act 1952).
- v. At the time of payment, employee wise details of PF/ESI payment with code wise have to be furnished along with Challans.
- vi. Previous month Acknowledgement' copy of the 'Return on Contributions' for every contribution period on Form 6 of ESI Act within 15 days of the stipulated date for submission of return to ESI Authorities subject to change in Govt. notifications from time to time. It is recommended to file return through "On Line System" i.e. E-Sewa.
- vii. Proof of payment to Contract manpower deployed for the month - Summarized statement of payment due and disbursed, Payment receipt duly signed by respective contract worker or certified by the Bank.
- viii. In the month of May of each year and at the time of conclusion of the contract, the contractor shall submit the documents on Form 12A, 6A, 3A under PF Act, pertaining to the full year (Previous Financial Year) [subject to change from time to time by Govt. notifications].
- ix. Declaration of the Contractor regarding compliance of EPF / ESIC and other laws as applicable from time to time.
- x. Contractor should submit separate PF, ESI & GST challans against this contract (& not clubbed with other contracts/sites where contractor is supplying manpower) and also submit separate details of contract manpower deployed exclusively against the contract in order to facilitate easy linking and checking of bills.
- xi. Any other document for meeting statutory/ contract requirement or as directed by NLIU.

86. The Agency has to daily submit the verified attendance sheet of the security guards deployed in the university to the representative of the NLIU and to be verified with Biometric Attendance Report.

87. **The Agency shall submit a certificate along with the monthly bills certifying that the worker employed by them in the campus of the Institute have been paid at least minimum wages as per MP Govt, as in force from time to time, in accordance with the provisions of the Minimum Wages Act, ESI/EPF/ Challan along with nominal roll of all concerned security guards and that all other statutory requirements in this regard have been complied with**

88. **Service Charges:** It should be company overhead charges and profit.

89. **Statutory Liabilities:** All statutory liabilities as applicable to NLIU Bhopal may be paid as per prevalent Government of India rates as may be notified from time to time on, reimbursement basis. (Refer Part – II, Section – C, Annexure – II)



- i. EPF: Agency will submit a separate challan for NLIU Bhopal deposit amount and also provide a statement with details of employees and amount deposited.
- ii. ESI: Agency will submit a statement with details of employees and amount deposited as applicable.
- iii. Monthly wages will be paid as per prevailing minimum wages rates released from Labour commissioner, Indore govt. of MP based on submission of verified bills and attendance by the designated officials of the University.
- iv. Reliever Charges will be admissible. Actual man days deployed will be paid as per rule

Registrar, NLIU Bhopal



BRIEF DESCRIPTION OF SCOPE OF WORK

The campus of NLIU, Bhopal is a sprawling estate being built over a prime land of approximately 47.5 acre located strategically at the Kerwa Dam Road. It is situated at a distance of about 13 Km. from Bhopal Central Railway Station.

The University have within its premises the following capital assets.

(a) Buildings

| Sl. No. | Description of item | No. of Security Personnel to be deployed* (* Tentative requirement) |
|---------|-------------------------------|--|
| (a) | Main Gate | 06 Nos. |
| (b) | Director Bungalow | 03 Nos. |
| (c) | Boys Hostel (Two) | 09 Nos. |
| (d) | Girls Hostel (Two) | 08 Nos. |
| (e) | Teaching Block (Two) | 02 Nos. |
| (f) | Guest House | 04 Nos. |
| (g) | Gyan Mandir | 03 Nos. |
| (h) | Convention Centre | 03 Nos. |
| (i) | Sports Complex | 03 Nos. |
| (j) | Legal Aid Clinic | 01 Nos. |
| (k) | Samadhan Bhawan | 01 Nos. |
| (l) | Administrative Block | 01 Nos. |
| (m) | Rajiv Gandhi Cyber law Centre | 01 Nos. |
| (n) | Academic Block – III | 03 Nos. |
| (o) | UG Hostel | 06 Nos. |
| (p) | Near Solar Plant | 03 Nos. |
| (q) | PG Hostel | 06 Nos. |
| (r) | Supervisors | 04 Nos. |
| (s) | Boys' Hostel – III | 06 Nos. |
| (t) | Any other building/ location | As per the requirement. |

(b) Boundary Wall of 2 KMs (approx.) circumference

The residential population of the campus, comprising of the students, faculty and officials with their families and servants and people engaged in commercial activities etc., is approximately 1200 presently. In addition to this, a substantial number of visitors visit the campus every day for various purposes.



SCOPE OF SERVICE

The security agency is required to provide:

1. Complete security to the life and property of the residents and the campus assets of the University.
2. Safeguard against tress passer and entry exit of man and material management through gate(s).
3. Security covers various official functions organized by the campus community.
4. Control of vehicular traffic.
5. Maintain vigil and undertake surveillance for control of untoward incidents, specially involving the outside elements.
6. Control of stray cattle and canine menace.
7. Pursuance of cases registered by the community with local police.
8. Assist the University in maintenance of day-to-day discipline and smooth running of various activities.
9. Timely intelligence inputs to the University administration.
10. Manpower for various ancillary services such as, maintaining the buildings that may be assigned from time to time, providing various staff for secretarial and other works of general and special nature.
11. Help to students and community members in case of emergent situations to shift the injured/patients to hospitals and extend emergency services of this kind.
12. Fire safety and hazard management
13. All aspects of vigilance and security as deemed necessary for the safety and well-being of the Campus which are not covered in an exhaustive manner in the document.
14. Telephone and wireless communication for security networks.
15. Snake and reptiles menace management.
16. Observe violation of Safety instructions and enforce when ordered.
17. Monitoring of Ambulance, bus and various mini vehicles hired by the University under the transport wing.
 - i) Provisions of Security Jeep and motorcycle on patrolling of campus round the clock basis with commercial registration and Drivers with commercial driving license, whenever required.
 - ii) Maintenance of key and attendance control room.
18. Providing at least one Guard Supervisor and fifteen guards in ceremonial dress at the time of national festivals, visits by VIPs, inspections etc.

The agency will bear overall responsibility for maintaining peace and tranquility on the campus. It has to ensure a theft and incident free campus from law-and-order point of view including providing intelligence on ragging and eve teasing to the Administration.



Manpower, and Communication Bare estimated Requirements to execute the work.

The agency shall have to execute the work contract by deploying the following equipment and manpower as per the estimated provisions.

| SN | Category | Quantity* |
|-----|--|-----------|
| 1. | Security Personnel | |
| i | Security Supervisor | 4 |
| iii | Security Guards General Duty (male and female both) | 73 |
| | Total manpower | 77 |
| 2 | Communication Services (Mobile Phones for each security personnel) | |

* These are only estimated requirements mentioned herein for giving an idea of the extent of resources and quantum of work involved and do not necessarily indicate the actual requirements. The work contract should be executed by deploying sufficient manpower including required number of female guards as per the actual requirement by the Security agency in consultation with the University authorities.



Information and instructions to the Bidders

1.0 General:

- 1.1 Letter of transmittal is attached (Section-VI).
- 1.2 All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such case. If any particulars/ query is not applicable in the case of the applicant, it should be stated as not applicable. However, the applicants are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information, may result in the applicant being summarily disqualified. Applications made by FAX/E-mail and those received late will not be entertained.
- 1.3 The application should be typewritten. The applicant's name and signature should appear on each page of the application along with a seal without any correction.
- 1.4 Overwriting should be avoided. Neatly crossing out, initiating, dating and rewriting shall make correction, if any. All pages of the bid documents shall be numbered and submitted as a package with signed letter of transmittal.
- 1.5 A Senior Officer of the client should sign references, information and certificates from the respective clients certifying suitability, know-how and capability of the applicant.
- 1.6 The applicant is advised to attach any additional information, which he thinks is necessary in regard to his capabilities to establish that the applicant is capable in all respects to successfully complete the envisaged work. He is, however, advised not to attach superfluous information. No further information will be entertained after bid document is submitted, unless the University calls for it.
- 1.7 Prospective applicants may seek clarification regarding the scope of work and/or the requirements for bid, in writing, within a reasonable time. Any clarification given by the University will be forwarded to all those who have obtained the bid document directly from the office of NLIU Bhopal. No request for clarification will be considered after receiving the bid tenders.

2.0 Definitions:

In this document the following words and expressions have the meaning hereby assigned to them:

- 2.1 shall mean "NLIU, Bhopal" acting through the NLIU Bhopal of the University.
- 2.2. **APPLICANT** shall mean, a proprietary Firm, a Firm in partnership, a limited company (private or public) or a corporation.
- 2.3. **UNIVERSITY** shall mean "NLIU, Bhopal".

3.0 Method of filling-in the Application:

- 3.1 If an individual makes the application, it shall be signed by the proprietor above his full typewritten name and current address.
- 3.2 If a proprietary Firm makes the application, it shall be signed by the proprietor above his full typewritten name and the full name of his Firm with its current address
- 3.3 If the application is made by a Firm in partnership, it shall be signed by all the partners of the Firm above their full typewritten names and current address or alternatively by a partner holding power of attorney for the Firm. In such a case, a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all the partners of the Firm shall also accompany the application.
- 3.4 If a limited company or a corporation makes the application, a duly authorized person holding power of attorney for signing the application shall sign it. In such a case a certified copy of the power of attorney shall accompany the applications. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the pre-qualification application is filed.



4.0 Final Decision-Making Authority

The University reserves the right to accept or reject any application and to annul tendering process and reject all applications at any time, without thereby incurring any liability to the affected applicants or specifying the grounds for the University's action.

5.0 Particulars Provisional

The particulars of the work given in Section-I are provisional and must be considered only as advance information to assist the applicant.

6.0 Campus visit:

The applicant is advised to visit and examine the campus and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the bid application and subsequently the financial bid. The cost of visiting the site shall be at the applicant's own expense.



7.0 Technical Bid Documents: -

| S. No | Criteria | Attached Yes/No |
|-------|---|-----------------|
| 7.1 | Agency must be registered under the Private Security Agency (Regulation) Act, 2005. * | |
| 7.2 | Must have organized training arrangements for security personnel with clear recruitment policies. (Submit proof) | |
| 7.3 | Must have been in contractual security business continuously during the preceding 10 years. (Submit proof) | |
| 7.4 | Must have contracts/Regional offices at Bhopal. (Submit proof) | |
| 7.5 | Agency must have executed at least two works of providing security services in the higher educational institutes of national repute with at least 60 security guards in the last three years guards. (Proof of completion of contract to be submitted). | |
| 7.6 | In last 03 years, agency has must have successfully completed contracts for providing security services of annual value not less than Rs.1.5 crores in each year. | |
| 7.7 | Average annual turn-over during the preceding five years should not be less than Rs. 1.5 crores from security services business. | |
| 7.8 | Provided a solvency certificate from the banker for an amount of Rs. 1.5 crores. | |
| 7.9 | Capability to provide vehicles | |
| 7.10 | Enclosed Financial strength (FORM-1) | |
| 7.11 | Details of all contracts completed during the last 10 years (FORM 2a) Details of all contracts under execution. (FORM 2b) Details of all contracts awarded and not yet started. (FORM 2c) | |
| 7.12 | Performance report of contracts (FORM 3) | |
| 7.13 | Structure of the company organization/ training facility (FORM 4) | |
| 7.14 | Details of employees on the rolls of the company (FORM 5) | |
| 7.15 | Undertaking by Agency/Firm/Company should not be blacklisted by the institute/ department where they have worked since last 05 years | |
| 7.16 | Undertaking by agency that if fails to complete the work satisfactorily after award, they shall be debarred for 02 years for tendering in this institute from the date of such backing out / termination | |
| 7.17 | Self-attested copy of PAN card. | |
| 7.18 | Self-attested copy GST registration certificate | |
| 7.19 | Self-attested copy Certificate of registration of EPF & ESIC. | |
| 7.20 | Undertaking from the bidder as prescribed in Section-I. | |
| 7.21 | Attach the details to be furnished by bidder. | |
| 7.22 | Undertaking on the letter head for no default payment of statutory liabilities and wages to security personnel in last 05 years | |

*- **The Agencies which is found L-1 would be required to be registered under PSARA Act-2005, which should be valid for the state of M.P.**

The Bidder shall be required to submit self-attested copies of the relevant documents in support, in addition to the documentary evidences of other parameters, for being considered during technical evaluation. A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures mentioned as above.



The technical bid not meeting the Essential criteria/minimum or any other requirements as per the tender documents shall be rejected and their financial proposals will be unopened.

Seal of Bidder
Date

8.0 Evaluation Criteria for Technical Evaluation

- 8 For the purpose of technical qualification, applicant will be evaluated in the following manner: -
- 8.1 The application will be scrutinized on the basis of the initial criteria prescribed in Para 7 from Sr. No. 7.1 to 7.22 above, and the applicant's eligibility for the work is determined.
- 8.2 Only those Firms qualifying the criteria as set out in Para 7 from Sr. No. 7.1 to 7.20 above shall be invited for physical interaction/presentation with University Official in the campus. The qualified applicants shall be required to make a presentation of 30 minutes duration on the company profile and expertise.
- 8.3 Even though applicants may satisfy the above requirements, they may be disqualified. if they have:
- Made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements, and enclosures of this document.
 - Records of poor performance such as abandoning work, not properly completing the contract or financial failure/weaknesses.
 - If confidential enquiry reveals facts contrary to the information provided by the applicant.

9.1 Financial Information

Application should furnish the following financial information:

- Annual financial statement for the last 5 (five) years (In Form '1'). These should be supported by audited balance sheets and profit and loss accounts, duly certified by a Chartered Accountant, as submitted by the applicant to the Income Tax Department.

Name and address of the Banker familiar with the applicant's financial standing and Banker's statement on availability of credit.

10.0 Experience, in contract security business

10.1 Applicant should furnish the following:

- List of all contracts of similar class of business successfully completed during the last 10 years (In Form '2a')
- List of all contracts under execution (In Form '2b')
- List of all contracts Awarded and not yet started (In Form '2c').

10.2 Of completed contracts and performance of the applicant, duly authenticated/certified by a Senior Officer of the client (In Form 'D')

11.0 Organization:

11.1 Applicant is required to submit the following in respect of his organization (In Form 'E'):

- Name and postal address including Telephone Number, Fax Number and e-mail addresses etc.
- Copies of original documents defining the legal status, place of Registration and principal places of business.
- Names and title of Directors and officers to be concerned with proposed contract for NLIU Bhopal, with designation of individuals authorized to act for the organization.
- Information on any litigation in which the applicant was involved during the last 5 (five) years, including any current litigation.
- Authorization from employers for seeking detailed references by the University.



12.0 Personnel & Equipment:

Applicant should furnish the details of employees on the rolls of the company (as per Form-F) and a list of communication equipment & transport owned by the company (In Form 'G')

13.0 Letter of Transmittal:

The applicant should submit the letter of transmittal attached with a pre-qualification document.

14.0 Period of Contract:

Total duration of contract shall be 3 (three) years (initially for one year extendable up to two more years), subject to half yearly appraisal and review by the Registrar of the University, only on satisfactory performance of contractual obligations. The contract shall be terminated at any point of time, if the performance of the security agency is not satisfactory and in case of major security lapses and failure to fulfill the contractual obligations of any nature.

15.0 Presentation:

After evaluation of prequalification applications, a list of qualified agencies will be published. Thereafter, only those agencies who are pre-qualified in the technical evaluation for the works will be invited to give a presentation.

16.0 Important Notes:

16.1 The University reserves the right to:

- a) Amend the scope and value of the contract.
- b) Reject any or all the bids without assigning any reason.

16.2 For any of the above actions, the University shall neither be liable for any damages, nor be under any obligation to inform the applicants of the grounds for the same.

16.3 Effort on the part of the bidder or his agent to exercise influence or to pressurize the University for his bid shall result in rejection of such bid. Canvassing of any kind is prohibited.



Letter of Transmittal

From:

(Full address of the Bidder)

To:

The Registrar
NLIU, Bhopal

SUB: Submission of bids for “Providing round the clock contractual security services for the campus of NLIU, Bhopal

Sir,

Having examined the details given in the newspapers and bid document along with the technical bid for the above work, we hereby submit the bid with complete details. The financial Bid submitted Online on the portal.

1. We certify that all the statements made, and information supplied in the enclosed forms and accompanying statements are true and correct.
2. We have furnished all information and details necessary for pre-qualifications and have no further pertinent information to supply.
3. We submit the requisite Solvency Certificate and authorize the NLIU Bhopal, NLIU Bhopal to approach the Bank issuing the solvency certificate to confirm the correctness thereof. We also authorize the NLIU Bhopal, to approach individuals, employers, Firms, and corporations to verify our competence and general reputation.
4. We submit the following certificates in support of our suitability, know-how & capability for having successfully completed the contracts and for technical qualifications in order to be eligible for opening of Financial Bids as part of section VII:

Contd. on next page



FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s / Sh.....
having marginally noted address, a customer of our bank are/ is respectable and can be treated as good
for any engagement up to a limit of Rs
(Rupees.....)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
For the Bank

- NOTE: (1) Bankers certificates should be on the letter head of the Bank, in sealed cover addressed to tendering authority.
- (2) In the case of a partnership firm, certificates should include names of all partners as recorded with the Bank.



1. Financial Strength

I. Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet /Profit and Loss Account for 5 (Five) years and certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

Name Of the firm _____

| | | Financial Years | | | | |
|-----------|---|------------------------|----------------|----------------|----------------|----------------|
| SN | Details | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
| i) | Gross annual turnover in Security & Intelligence services | | | | | |
| ii) | Profit /Loss | | | | | |

II. We have enclosed a Certificate of Solvency from the banker for an amount of Rs. 1.5 crores dated _____ from (Mentioned the name of the Bank).

III. We have enclosed a note on financial arrangements for carrying out the proposed works.

Note: Attach additional sheets, if necessary

(Signature of the bidder)

Name:

Seal:



1. Details of all contracts(a) Completed during the last ten years

| Sl. No. | Name of Contract & Location | Name of Client | Type of Org. Industries /Govt/ot hers | Annual Cost of contract | Period of contract | | Total Duration | | Litigation Arbitration pending / in progress with details | Name, Address & Tele No. of officer to whom reference may be made | Performance Rating given by the Organization |
|---------|-----------------------------|----------------|---------------------------------------|-------------------------|--------------------|----|----------------|---------|---|---|--|
| | | | | | From | To | Yr s | Month s | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

A certificate of satisfactory performance should be attached in each case. Wherever the certificate is not enclosed it will be treated as "unsatisfactory performance".

Date: _____

(Signature of the applicant)

Name: _____

Seal:



Details of all contracts(b) Under execution

| S I . N o . | Name of Contract & Location | Name of Client | Type of Org. Industrie s /Govt./ot hers | Annual Cost of contract | Period of contract | | Total Duration | | Litigation Arbitratio n pending / in progress with details | Name, Address & Tele No. of officer to whom reference may be made | Performan ce Rating given by the Organizati on |
|----------------------------|--------------------------------|----------------|---|-------------------------|--------------------|----|----------------|------------|---|---|--|
| | | | | | Fro m | To | Yr s | Month s | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 6 | 7 | 7 | 8 | 9 | 10 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

(Signature of the applicant)

Name: _____

Seal:



Date: _____

2. Details of all contracts (c) Awarded and not yet started

| Sl. No. | Name of Contract & Location | Name of Client | Type of Org. Industries/ Govt/others | Annual Cost of contract | Period of contract | | Total Duration | | Name, Address & Tele No. of officer to whom reference may be made |
|---------|-----------------------------|----------------|--------------------------------------|-------------------------|--------------------|----|----------------|--------|---|
| | | | | | From | To | Yrs | Months | |
| 1 | 2 | 3 | 4 | 5 | 6 | | 7 | 8 | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Date: _____



Seal: _____

Signature Name: _____

3. Performance report of contracts completed and under execution

(Use separate forms for each of the 5 running contracts)

(Furnish this information for each individual contracts from the employer for whom the contract is being executed)

| S. No. | Required Details |
|--------|--|
| 1. | Name of contract & Location |
| 2. | Agreement No. |
| 3. | Annual Value of contract |
| 4. | Date of start |
| 5. | Date of completion |
| 6. | Name of the office (Full address with email) |

6. Performance report to be contacted for verification of the performance of the agency.

i) Quality of service :

| Annual | Excellent | Very good | Good | Satisfactory |
|----------------------|-----------|-----------|------|--------------|
| Marks in 5 pt. scale | 5 | 4 | 3 | 2 |

ii) Resourcefulness :

| Attribute | Excellent | Very good | Good | Satisfactory |
|----------------------|-----------|-----------|------|--------------|
| Marks in 5 pt. Scale | 5 | 4 | 3 | 2 |

| | | |
|----|---|--|
| 7. | Any penalty imposed for bad performance : | |
| 8. | Any litigation pending | |

A certificate of satisfactory performance should be attached in each case. Wherever the certificate is not enclosed it will be treated as “unsatisfactory performance”.

(Signature)

Senior Level Officer of the Client (Seal of the organization)

Date:



Name: _____
 Phone: _____
 Email ID: _____

4. Structure of the company & details about the organization

A) The particulars in respect of agency, to be filled up by the bidder:

B)

| S. No | Heads | Particulars | Enclosure |
|-------|--|---|--|
| 1. | (a) Type of Organisation | | brief profile of the agency should be enclosed as Annexure - 1 |
| | (b) Name and title of Directors and officers with designation who will be directly concerned with this work. | Ph: Email: | |
| | (c) Name, Address and Telephone/ Fax/ Mobile no. of Local Office at Bhopal with Contact Person | Contact Person Address Telephone no. Fax no. Mobile..... | (Detailed office address of the agency with name or designation of the contact person) |
| 2. | Year of Establishment and length of experience | | Enclose copy of registration |
| 3. | Legal status (Attach copies of original document defining the legal status). 1) A limited company or corporation. 2) Pvt. Ltd 3) A proprietary Firm 4) A Firm in partnership 5) An individual | | |



| | | | |
|----|--|--|---|
| 4. | Whether registered with all concerned government authorities? | | (Copies of all certificates of registration should be attached) |
| | (a) Registrar of Companies | | |
| | (b) EPF | | |
| | (c) ESI | | |
| | (d) VAT | | |
| | (e) PAN / GSTIN | | |
| | (f) Service tax registration number | | |
| 5. | List of Government Ministries/ Departments/ Clients. | | (Copies of contracts/ orders placed on the agency during last three years should be attached) |
| 6. | Whether the firm is blacklisted by any Govt. department, or any criminal case is registered against the firm or its owner/partner anywhere in India? | | Should enclose a notarized bond of Rs.100/- value as FORM 7. |
| 7. | Any other information considered necessary but not included above. | | |
| 8. | Number of active guards on the company payroll in the year 2025-26. (Also attach the sheet of guards on payroll for 2024-25) | | Should Enclose the sheet |

All the fields, should be clearly filled with data and if some data/field is not applicable/available it should be clearly marked as N.A.

The address and details of the training Headquarters and Regional Management Headquarters with contact No. and details of the Head Centre.

Declaration:

I personally undertake responsibility and confirm that the above information is true and no mis representation is made.

Date:

Signature:



CERTIFICATE & DECLARATION

It has been certified that all information provided in tender form is true and correct to the best of my knowledge and belief. No forged / tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that NLIU, Bhopal is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.

In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for forfeiture of EMD/SD and or any penal action and other damages including withdrawal of all work / purchase orders being executed by us. Further NLIU, Bhopal is also authorized to blacklist our firm/company/agency and debar us from participating in any tender/bid in future.

I / We assure the University that neither I / We nor any of my / our workers will do any act/s which are improper / illegal during the execution in case the tender is awarded to us.

Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities / practices in my/ our dealing with the University.

Our Firm/ Company/ Agency is not blacklisted or banned by any Govt. Department, PSU, University, Autonomous University or Any other Govt. Organization.

Date

Signature of the Tenderer

Place

Stamp

Note: This certificate should be executed on duly notarized ` 100/- NJ Stamp Paper.



MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The Registrar
NLIU Bhopal

WHEREAS
(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of
contract no..... dated to
supply
..... (Description of goods and services)
(hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with
a bank
guarantee by a scheduled commercial recognized by you for the sum specified therein as security for
compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a bank guarantee.
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the
supplier, up to a total of ` (amount of the guarantee
in words and figures),

and we undertake to pay you, upon your first written demand declaring the supplier to be in default under
the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as
aforesaid, without your
needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us
with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be
performed there under or of any of the contract documents which may be made between you and the supplier
shall in any way release
us from any liability under this guarantee and we hereby waive notice of any such change, addition, or
modification.

This guarantee shall be valid until the day of, 20.....

.....
(Signature of the authorized officer of the Bank)

.....
..... Name and designation of the officer

.....
..... Seal, name & address of the Bank and address of
the Branch



To,

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

Sub:

Dear Sir,

It is hereby declared that NLIU Bhopal is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NLIU Bhopal.

Yours faithfully,

Registrar



To,
The Registrar,
NLIU Bhopal

Sub:

Dear Sir,

I/We acknowledge that NLIU Bhopal 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 letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NLIU Bhopal. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the 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, NLIU Bhopal shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly Authorised signatory of the Bidder)



To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of NLIU Bhopal.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of 20.....

BETWEEN

Registrar NLIU Bhopal represented through Executive Council, NLIU Bhopal, (Hereinafter referred as the University,Principal/Owner“, which expression shall unless repugnant to the meaning or context thereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

through (Hereinafter referred to as the (Details of duly authorized signatory)

“**Bidder/Contractor**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.) (hereinafter referred to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for.....

(Name of work)

hereinafter referred to as the “**Contract**”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “**Integrity Pact**” or “**Pact**”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.



- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) **The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful mis-representation or omission of fact or submission of fake/forged documents in order to induce public officials to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**



- 5) **The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).**

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contractor its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) **Forfeiture of EMD/ Performance Guarantee/ Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/ Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country conforming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.



Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, NLIU Bhopal.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters of the Division** of the Principal/Owner, who has floated the Tender. Changes and supplements need to be made in writing. Side agreements have not been made.
- 2) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, t h e Pact must be signed by a representative duly authorized by board resolution.
- 3) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 4) It is agreed to the terms and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/ Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Integrity Pact. IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(Signature, name, and address)

2.
(signature, name and address)

Place
Date



**Undertaking for GST registration Certificate of the State i.e. other than
(Madhya Pradesh)**

“If work is awarded to me, I/we shall obtain GST registration Certificate of the State, in which work is to be taken up within one month from the date of receipt of award letter or before release of any payment by the institute, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by the institute or GST department in this regard”.

Seal & Signature of the bidder(s)



Security Parameters

The main Security objectives of NLIU Bhopal are as under:

1. Providing security to the property of NLIU Bhopal round the clock on all days (at each point 3 persons @ 8 hours each day). Additional guards be recruited by the Agency to provide weekly off on relieving basis.
2. Freedom of the campus from cattle, tree poachers and other unwanted elements.
3. Prevention of loss of the University and private property by thefts, burglaries, dacoities etc.
4. Prevention of injury, assault, and violation of the persons, especially women residents and legitimate visitors. Providing protection to everyone; considering liberal and open culture among residents.
5. A proper record is to be maintained by the guards for the visitors, vehicles, students' staff, movement of stores and regular inventory of the office assets etc.
6. Facilitate smooth conduct of functions, conferences, dignitaries' visits, cultural events etc.
7. Switching on and off common lights (morning/evening) & electricity meter reading every day (opening & closing)
8. Surprise checks will have to be made by an office bearer of the agency during duty hours at least once in fortnight.
9. Guards should be disciplined, well behaved and dressed properly while on duty. They will be deployed on asset protection, patrolling, access control and traffic control duties etc.
10. The guards will mark their attendance on the Biometric Attendance System on a daily basis for each shift duty.
11. The Security Agency will arrange to carry out night duty check on daily basis on varying timings through its Area Supervisor in Bhopal.
12. The services of security agency will be evaluated on following parameters:
 1. Theft related.
 2. Patrolling related
 3. Discipline
 4. Traffic Controlling
 5. Ambulance Services
 6. General
13. Protection of the Personnel & Property (University as well as residents) as e.g., when assigned in transit (cash & documents), trespass in the assigned area and against University Procedures & Rules, Willful Harm, deploying fail-safe preventive security measures, providing early warning & mobilizing troubleshooting elements of the University.
14. Fire safety and Fire Fighting



15. Security Audit/Surveys/Investigations/Consultancy.
16. Training of Security Guards by the Agency As per PSACMR 2006 and PSARA Act, 2005 Adherence to the Standard Operating Procedures given by the University which may be modified from time to time depending on situation.
17. Any other contingency & situation arising out of protecting Property & Personnel (University as well as residents) assigned by the Supervisor.
18. A penalty system will be in operation under which operational failures, depending on type and frequency, will entail penalties. The liability of the Security Agency will not only be in terms of these penalties but also to the extent of the recommendations of the Joint Enquiry. A list of penalties has been given in succeeding paragraphs

Penalty in Rs.

1. Dacoity

Forced armed entry with-in any campus area, resulting in looting of the place and/or injury to limb/ life or both.

THIS WILL ENTAIL IMMEDIATE TERMINATION OF THE CONTRACT.

2. Thefts

| Sl. No. | Type to theft | Penalty Rs. Per instance |
|---------|---|---------------------------------|
| 1 | Major break at the campus and /or theft of goods that need some form of transportation, besides issuing Censure certificates etc. | 25,000/- |
| 2 | Major break in a premises and/or theft of goods that do not need transportation | 20,000/- |
| 3 | Lock breaking of a premises and/or theft of goods that need some form of transportation | 15,000/- |
| 4 | Lock breaking of a premises and/or theft of goods that do not need transportation | 10,000/- |
| 5. | Lock opening of a premises and /or theft of goods that need some form of transportation | 5,000/- |
| 6. | Lock opening of premises and/or theft of goods that do not need transportation | 4,000/- |
| 7. | Lock breaking/opening without any theft | 3,000/- |
| 8. | Theft of one bicycle | 1,000/- |
| 9. | Theft of one scooter/ motorcycle | 5,000/- |
| 10. | Theft of a car | 20,000/- |
| 11. | Any Other form of the theft not covered above | To be decided by the University |

3. Patrolling

| Sl. No. | Type of incidence due to patrolling lapse | Penalty Rs. Per Instance |
|---------|---|--------------------------|
| 1. | Molestation case, single person involvement. | 5,000/- |
| 2. | Molestation case where a group of miscreants is involved. | 10,000/- |
| 3. | Eve teasing case where group of miscreants is involved | 2,000/- |

| | | |
|-----|--|---------------------------------|
| 4. | Molestation / eve teasing / chain snatching case where it takes more than 7 minutes to arrive after reporting. | 5,000/- |
| 5. | Rowdiness/rioting on the campus | 5,000/- |
| 6. | Patrolling vehicle out of order for more than 1 day | 5,000/- |
| 7. | Failed in patrolling of any area at least once in two hours | 500/- |
| 8. | Trespassing | 5,000/- |
| 9. | Manpower Strength deployment <u>non-relative</u> to the deployment chart | 10,000/- |
| 10. | Any other form of lapse not covered above | To be decided by the University |

4. Discipline

| Sl. No | Type of incidence due to patrolling lapse | Penalty Rs. Per Instance |
|--------|--|--------------------------|
| 1. | Rude and unpleasant behavior of security personnel with campus resident (for each incident) or security staff | 1,000/- |
| 2. | Non-compliance with instructions/orders | 1,000/- |
| 3. | Failure in drill test/random call | 1,000/- |
| 4. | Recruiting personnel residents of a place located within 10 km from the University (for each day after recruitment/deployment) | 1,000/- |
| 5. | Recruiting untrained/deploying illiterate personnel and/or recruiting/deploying personnel of more than 45 yrs, except in case of supervisory staff & above (for each day after recruitment/of deployment for <u>each grade</u>) | 1,000/- |
| 6. | Breach/violation of contractual conditions (for each act of commission/omission) not covered in any of the above columns | 1,000 |
| 7. | Security agency will provide the name and contact details of at least two persons who will be responsible for attending all types of queries raised by the University effectively and in a time bound manner. Failure to respond will attract a penalty each occasion. (Multiple failures will lead to termination of contract.) | 1,000 |

5. General Nature

| Sl. No | Type of incidence due to patrolling lapse | Penalty Rs. Per Instance |
|--------|--|--------------------------|
| 1. | Lack of cattle control in the academic area | 500/- |
| 2. | Lack of cattle & monkeys menace control in residential area | 500/- |
| 3. | Lack of cattle & monkeys menace control in campus thoroughfares | 500/- |
| 4. | Rash driving on campus by security employees. | 500/- |
| 5. | Entry of unauthorized vehicle on the campus | 500/- |
| 6. | (a) Overtime / (b) Double Duty /(c) Sleeping or absent from post (for each separately) | 500/- |
| 7. | Non deployment of personnel on duty (per Shift) | 1000/- per individual |

6. **Compounding:** Repeated complaints of the same type (more than 4 times in any given month) will entail a multiplication factor of 4 on the amount. **Reward:** Concerned persons shall



be rewarded individually for the commendable job and extraordinary integrity and courage shown while performing the duty, as per the decision of the NLIU Bhopal.

7. **General Mechanism:** (A) The net of Penalty/reward bonus will be finalized by the Registrar on the basis of the ensuring/ report received on the matter and the penalty amount will be deducted from the bill due in next month. No cash reward will be due and payable to the Security Agency.

(B) **Joint Enquiry** the University will be entitled for compensation against the Security Agency, in case a proper joint inquiry establishes that the theft or loss or damage has been caused due to negligence of the Security Agency or any of its employees. The said compensation shall be in addition to the findings and recommendations that the joint enquiry may propose. The joint enquiry committee shall be constituted by NLIU Bhopal which will be inclusive of one person from the security agency deployed at Bhopal.

Registrar, NLIU Bhopal





राष्ट्रीय विधि संस्थान विश्वविद्यालय भोपाल
National Law Institute University Bhopal

PART-II

Financial Bid For

**Providing Round the Clock Contractual Security Services for the Campus of NLIU
Bhopal.**



Sd/-
Registrar,
NLIU Bhopal

Undertaking from the Bidder

From:

M/s-----

(Tenderer)

To:

Registrar, NLIU, Bhopal
NLIU Bhopal
Bhopal- 462044

SUB: "Bids for providing round the clock contractual security services for the campus of NLIU, Bhopal"

- 1) Having carefully examined the Tender Document, we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
- 2) We certify that we have carefully read each and every condition and the scope of work given in the Technical Bid and having understood the same we confirm our acceptance without any condition or deviation.
- 5) Should this Bid be accepted, we hereby agree to abide by and fulfill all terms and conditions of the Bid document and in default thereof, to forfeit the earnest money deposit absolutely. We understand that NLIU Bhopal is not bound to accept the lowest or any other Bid received, fully or in part thereof.
- 4) We have furnished all information and details necessary for pre-qualifications and have no further pertinent information to supply.
- 5) We are fully aware and agree that any conditional offer in contravention of terms and conditions laid down in Technical Bid documents and / or submitting price bid not in strict accordance to format given, will render our tender invalid.

Witness:
(Name & Address)

For and on behalf of Director (Seal & signature of the company)

Date:

Name:

Seal:



Price Schedule/Financial Bid
Financial Bid for providing “Security Services for NLIU Bhopal”

| | |
|----|--|
| 1. | Name of the Firm/Agency |
| 2. | (Full address with Tel. No.) Registration No. of the Firm/ |
| 3 | Agency under Local Administration or any <u>other Organization</u> viz DGR/Labour Commissioner |
| 4 | Details of the official authorized by the Company to submit the Financial Bid. |

Date.

Signature

Name Seal



Price Schedule Tender No NLIU/SECURITY/NIT/May – 08

(For price bid evaluation)

Service Charges:

Bidder has to give the breakup of service charges under various heads, which must be not less than 0.1% under any head

| SI. No | Category | % Rate on the gross bill except on taxes |
|--|----------------------------|--|
| Break up of service charge | | |
| 1. | Admin. expenses | |
| 2. | Supervisory expenses | |
| 3. | Office / Clerical expenses | |
| 4. | Site visits | |
| 5. | Company Overheads | |
| 6. | Company Profits | |
| Total Company Service Charges (1-6) | | |
| Tax/Duties/GST(%age) | | |
| TDS on GST(%age) | | |

Note:

1. Only the total % of company service charge quoted will be taken into consideration for price bid evaluation, which is applicable on the gross amount of the monthly bill except the taxes. In case of tie between two or more bidders, the winner will be decided by drawing the lots in the presence of bidders or any other method as decided by the University. The decision of University shall be final and binding in this matter.
2. The University reserve the right to reject any bid if any rates quoted are absurd or found not workable.

Signature of the bidder/ authorized representative

Office seal:

Station:

Date:



Estimated Requirement for execution of contract
(Not a part of price bid for evaluation)

(A)Manpower

| 1 | 2 | 3 | 4 |
|----------------------|------------------------------|-----------|--|
| 1. | Security Shift Supervisors | 4 | Highly skilled minimum wages |
| 2. | Security Guards General Duty | 73 | As per Labour commissioner, Indore Govt. of MP. |
| Sub Total (A) | | 77 | |

Note:

- 1. The units are only indicative which may vary as per ground requirement.**
- 2. The statutory provisions as per government minimum wages act wherever minimum wages provided shall be applicable. The EPF, ESIC/ Medical Insurance, Employee Compensation Provisions, National Holiday Wages/ GST and other taxes/ levies etc. shall be applicable and reimbursable as part of the bill.**

Note:

- 1. The units are only indicative which may vary as per ground requirement.**



Declaration by the Bidder:

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

Note:

- (i) L1 will be decided based on the company service charges quoted.

Date:

**Signature of the Contractor
Name
Seal**



Section C

Annexure- II

Statutory Compliances

| Sl No. | Act/ Scheme | Limit/ Ceiling (in Rs.) | Provision on its applicability in the Act/ Rules | University Remarks on its applicability |
|--------|--|-------------------------|---|---|
| 1. | <p>Payment of Wages Act, 1936(read with CLRA Act, 1970)</p> | 24,200/- | <p>Section 1(4) read with Section 2(ii)(h):</p> <p>Section 1(4):</p> <p>It applies in the first instance to the payment of wages to persons employed in any factory, to persons employed (otherwise than in a factory) upon any railway by a railway administration or, either directly or through a sub-contractor, by a person fulfilling a contract with a railway administration [and to persons employed in an industrial or other establishment specified in sub-clauses (a) to (g) of clause (ii) of section 2.</p> <p>Section 2(ii)(h)</p> <p>any other establishment or class of establishments which the appropriate Government may, having regard to the nature thereof, the need for protection of persons employed therein and other relevant circumstances, specify, by notification in the Official Gazette.</p> | <p>As per records currently available with the University, no such notification as per Section 2(ii)(h) is issued under the Act till date. However, the same is subject to revision in case of future amendments/ notifications.</p> <p>Further, as per section 21(4) of The Contract Labour (Regulation and Abolition) Act, 1970, the liability of principal employer is limited to pay 'wages' which can be recovered from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor.</p> <p>'Wages' as per the definition of Payment of Wages Act, 1936:</p> <p>“wages” means all remuneration (whether by way of salary, allowances, or otherwise) expressed in terms of money or capable of being so expressed which would, if the terms of employment, express or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in</p> |



| | | | | |
|----|---------------------------------------|--|---|--|
| | | | | <p>such employment, and includes— (a) any remuneration payable under any award or settlement between the parties or order of a Court; (b) any remuneration to which the person employed is entitled in respect of overtime work or holidays or any leave period; (c) any additional remuneration payable under the terms of employment (whether called a bonus or by any other name); (d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment of such sum, whether with or without deductions, but does not provide for the time within which the payment is to be made; (e) any sum to which the person employed is entitled under any scheme framed under any law for the time being in force, but does not include— (1) any bonus (whether under a scheme of profit sharing or otherwise) which does not form part of the remuneration payable under the terms of employment or which is not payable under any award or settlement between the parties or order of a Court;</p> |
| 2. | <p>Minimum Wages Act, 1948</p> | <p>Section 3(1)(a): Fixing of minimum rates of wages. - (1) The appropriate Government shall, in the manner hereinafter provided, -- (a) fix the minimum rates of wages payable to employees employed in an employment specified in Part I or Part II of</p> | <p>As per records currently available with the University, educational institution is neither covered / listed under the part I and part II of the schedule nor has appropriate government passed any notification extending the provisions of the Act to employment in Educational Institutions.</p> | |



| | | | | |
|----|---|---|---|--|
| | | | <p>the Schedule and in an employment added to either Part by notification under section 27:</p> | <p>However, the University being covered under the Act of Parliament and regulated by Government of India (Central Government) rules/ guidelines, the University shall pay the minimum wages as notified by the Government of India from time to time.</p> <p>Further, as per section 21(4) of The Contract Labour (Regulation and Abolition) Act, 1970, the liability of principal employer is limited to pay 'wages' which can be recovered from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor.</p> |
| 3. | <p>Employee Provident Fund (EPF)</p> | <p>Rs. 15,000/- (Salary = Basic + DA) (as per GoI prevalent notifications / rules / guidelines amended from time to time)</p> | <p>Section 1(1)(b): Short title, extent and application.- (1) This Act may be called the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (b) to any other establishment employing twenty or more persons or class of such establishments which the Central Government may, by notification in the Official Gazette, specify, in this behalf:</p> | <p>Applicable vide Ministry of Labour No. S.O. 986, dated the 19th February 1981, published in Part II, Section 3, sub-section (ii) of the Gazette of India, dated the 6th March 1982.</p> |




| | | | | |
|----|--|---|--|--|
| 4. | Employees' State Insurance Corporation (ESIC) | Rs. 21,000 /- (Salary = Basic + DA) (as per GoI prevalent notifications / rules / guidelines amended from time to time) | <p>Section 1(4):</p> <p>The appropriate Government may, in consultation with the Corporation and where the appropriate Government is a State Government, with the approval of the Central Government, after giving one month's notice of its intention of so doing by notification in the Official Gazette, extend the provisions of this Act or any of them, to any other establishment, or class of establishments, industrial, commercial, agricultural or otherwise.</p> <p>Provided that where the provisions of this Act have been brought into force in any part of a State, the said provisions shall stand extended to any such establishment or class of establishments within that part if the provisions have already been extended to similar establishment or class of establishments in another part of that State.</p> | As per records currently available with the University, application of the Act is not extended over the Educational Institutions but since, the University is governed by the rules / regulations of Central Government and the scheme of ESIC and in view of the betterment of the outsourced employees, the ESIC shall be admissible. |
| 5. | Payment of Bonus Act, 1965 | Rs. 21,000/- (Basic + DA) <i>Bonus limit: Rs. 7000 or the minimum wage for the scheduled employment</i> | <p>Section 32(v)(b):</p> <p>32. Act not to apply to certain classes of employees. – Nothing in this Act shall apply to –</p> <p>(v) employees employed by –</p> <p>(b) universities and other educational institutions</p> | <p>Not applicable as per Section 32(v)(b) of Payment of Bonus Act, 1965.</p> <p>Also, as per the provisions of CLRA Act read with the definition of wages as defined under Section 2(vi)(e)(1) of Payment of Wages Act, the Bonus is not a separate part of wages rather it is a provision under the Bonus Act by specifically. Therefore, it is not applicable.</p> |
| 6. | Payment of Gratuity Act, 1972 | N.A. | <p>Section 4:</p> <p>Payment of Gratuity. -</p> <p>(1) Gratuity shall be payable to an employee on the termination of his employment after he has rendered continuous service for <i>not less than five years</i> -</p> <p>(a) on his superannuation, or</p> | <p>Not Applicable, since the period of contract / service is not more than 5 (five) years. The contractor should appoint the employee to the University for the period of contract which shall be up to a maximum of 3 year as per GFR Rules and the employment of such employees shall</p> |



| | | | | |
|---|-------------|---|---|---|
| | | | <p>(b) on his retirement or resignation, (c) on his death or disablement due to accident or disease.</p> | <p>be exchanged for the contract assigned co-terminus with the contract agreed upon and in any manner the tenure of the employee employed by the contractor shall not exceed 3 years.</p> |
| <p>7. Employee Compensation Act / Workmen Compensation Act</p> | <p>N.A.</p> | <p>Section 12 read with Section 2(dd): 12. Contracting. - (1) Where any person (hereinafter in this section referred to as the principal) in the course of or for the purposes of his trade or business contracts with any other person (hereinafter in this section referred to as the contractor) for the execution by or under the contractor of the whole or any part of any work which is ordinarily part of the trade or business of the principal, the principal shall be liable to pay to any [employee] employed in the execution of the work any compensation which he would have been liable to pay if that [employee] had been immediately employed by him; and where compensation is claimed from the principal, this Act shall apply as if references to the principal were substituted for references to the employer except that the amount of compensation shall be calculated with reference to the wages of the [employee] under the employer by whom he is immediately employed. (2) Where the principal is liable to pay compensation under this section, he shall be entitled to be indemnified by the contractor, or any other person from whom the [employee] could have recovered compensation and where a contractor who is himself a principal is liable to pay compensation or to indemnify a principal under this section he shall be entitled to be indemnified by any person standing to him in the relation of a contractor from whom the *[employee] could have recovered compensation] and all questions as to the right to and the amount of any such indemnity shall, in default of agreement, be settled by the Commissioner.</p> | <p>Applicable subject to the list of classes of employee employed under the definition of 'employee' read with the Schedule II. Also, the manpower agency shall mandatorily ensure the life and health of each of its employee by way of taking requisite insurance policy. The agency shall take the following insurance policies for their employee(s): iv. Life Insurance policy. v. Health Insurance Policy vi. Accidental Policy.</p> | |



| | | | | |
|---|-----------|----------------------|--|---|
| | | | <p>(3) Nothing in this section shall be construed as preventing a * [employee] from recovering compensation from the contractor instead of the principal.</p> <p>(4) This section shall not apply in any case where the accident occurred elsewhere that on, in or about the premises on which the principal has undertaken or usually undertakes, as the case may be, to execute the work or which are otherwise under his control or management.</p> <p>Section 2(dd)-</p> <p>"employee" means a person, who is—</p> <p>(i) a railway servant as defined in clause (34) of section 2 of the Railways Act, 1989 (24 of 1989), not permanently employed in any administrative district or sub-divisional office of a railway and not employed in any such capacity as is specified in Schedule II; or</p> <p>(ii) (a) a master, seaman or other members of the crew of a ship, (b) a captain or other member of the crew of an aircraft, (c) a person recruited as driver, helper, mechanic, cleaner or in any other capacity in connection with a motor vehicle, (d) a person recruited for work abroad by a company, and who is employed outside India in any such capacity as is specified in Schedule II and the ship, aircraft or motor vehicle, or company, as the case may be, is registered in India; or</p> <p>(iii) employed in any such capacity as is specified in Schedule II, whether the contract of employment was made before or after the passing of this Act and whether such contract is expressed or implied, oral or 2 in writing; but does not include any person working in the capacity of a member of the Armed Forces of the Union; and any reference to any employee who has been injured shall, where the employee is dead, include a reference to his dependents or any of them;]</p> | |
| <p>86. Maternity Benefits Act, 1961</p> | <p>NA</p> | <p>Section 2(1):</p> | <p>The employees of any manpower agency / contractor covered under ESIC Scheme shall reap these benefits through the</p> |  |

| | | | |
|--|--|---|--|
| | | <p>The section stipulates the application of the act to every establishment being a factory, mine or plantation including any such establishment belonging to Government and to every establishment wherein persons are employed for the exhibition of equestrian, acrobatic and other performances Section 2(2):</p> <p>The section stipulates that nothing in this Act shall apply to any factory or establishment to which the provisions of the <i>Employees' State Insurance Act, 1948 (34 of 1948)</i>, apply for the time being.</p> | <p>ESIC Scheme / respective scheme, hence, the employer or the principal employer is not directly responsible for any compensation or a paid leave during the period of maternity, subject to the provision mentioned under Section 5A of the MB Act read with Section 50 of the ESIC Act, 1948.</p> |
|--|--|---|--|

Note:

1. It is mandatory for the manpower outsourcing agency to have all relevant statutory registrations / licenses / certificates etc. under several laws for the purpose of carrying out / providing the manpower services to the University.
2. Beside the above statutory liabilities, the manpower agency shall adhere to and comply with all labour laws in India that may be applicable to the employee(s) engaged by them. The sole responsibility of the same shall be of the manpower agency and any liability arising out of omission and/or commission of any statutory duty shall be on the account of the manpower agency alone.
3. No employer – employee relationship will be created between the University and the employees engaged by the manpower agency.
4. The contractor / service provider has to ensure replacement / deployment of a suitable personnel for particular job work assigned to that post. Hence, any continuity of employment of a particular employee is strictly not in the purview of the University. Any consequent liability arising out of this context will be sole responsibility of the contractor alone.



Certificate

It is understood and agreed that:

- 1) All the supervisors should be of sound physical fitness. They should have basic training in first aid management, firefighting, communication apparatus management technique and operating computer. They should also possess valid four-wheeler driving license and preferably, equipped with arms license.
- 2) All the guards should have basic training in handling mobiles and other communication equipment like walky-talky, wireless etc.
- 3) In addition, the guards deployed should have expertise in following areas as per the breakup provided in the Financial Bid documents:
 - a. At least 30% of them should know driving and possess (both two and four-wheeler vehicle) valid Commercial driving license for Ambulance/Minibus and Light Motor vehicles etc.
 - b. At least 30% of them should have the basic training in firefighting and hazard/calamity management skills.
 - c. At least 30% of them should have life-saving training and swimming skills.
- 4) The requirement of manpower in the tender are only indicative and the actual nos. will be decided by the Registrar, NLIU, Bhopal in consultation with the security agency, from time to time and depending upon the threat perception as perceived by the University.
- 5) The quoted rates shall be inclusive of all taxes; levies, statutory liabilities to the personnel employed in the security of the campus, if any, accidental expenses incurred by the company in execution of the work, cost of consumable & non consumable items, minor equipment, profit & overheads of the company and any other known and unforeseen expenses. The rates shall be net and nothing extra shall be payable over & above the accepted rates. The quoted rates must also take into consideration the minimum wages applicable to trained security guards, contribution towards ESI, EPF, Insurance, etc.
- 6) The University has a right to engage any other security service too any time whenever it felt its requirement.
- 7) Separate EPF and ESIC monthly challans to be submitted by the Agency for NLIU, Bhopal deployment.

Date:

Signature of the Contractor

Name:

Seal:

(An affidavit may be asked from the successful bidder about the information filled up in the application form at page 3 it will further ensure the correct information about the agency and in case if so, arises make it liable for criminal prosecution as well)

