



CHANAKYA NATIONAL LAW UNIVERSITY, PATNA

Nyaya Nagar, Mithapur, Patna -1, Ph. No. – 0612-2352300, Website: <http://cnlu.ac.in>

NIQ NO.- 07/2022-23 Group C

Date : 05/08/2022

E-TENDER NOTICE FOR SECURITY SERVICES INSIDE CNLU CAMPUS

Chanakya National Law University invited the quotations through online E-tendering System from the reputed Indian quotationers for Security Services inside CNLU campus.

CNLU hereby publish the TENDER on e-tendering Portal (Website) i.e., <https://www.tenderwizard.com/CNLU> in Electronic mode hereinafter referred as “e-Tendering” and TENDER will be here under called as “e-Tender”. The e-tender published online through above portal (website) consisting of standard tender conditions, specifications, schedule of quantities, drawings (if any) for above referred work. Please note that copy of the above e-tender can be downloaded from this portal and should be mandatorily submitted in Online Electronic Mode hereinafter referred as “Online Offer”.

Support

1. Prospective quotationers should contact our service provider M/s Karnataka State Electronics Development Corporation Ltd. {KEIONICS (KSEDC)}, 1st floor, Old Bank of India compound, M/22, Building, Road No.- 25, S K Nagar, Patna 800001, Mobile no.:- 9771414548, 9771414547, 9934589011, 7542028164, E-mail : twbihareproc@etenderwizard.com between 10:00 am and 05:00 pm of working days for E-Tendering process related queries.
2. Any Suggestions / Clarifications / query related to tender terms & conditions and work mentioned in tender document may be put forth in the pre-bid meeting or through written letter / e- mail to registrar@cnlu.ac.in up to 20/08/2022 till 12:00 Noon.

Instructions for E-Tendering

1. **Tender Quotationing Methodology:**
 - a) Technical Quotation & Financial Quotation
2. **Broad outline of activities from Quotationers prospective**
 - a) Quotationer should procure Digital Signing Certificate (DSC)-III
 - b) Quotationer should register on our e-Procurement portal i.e., <https://www.tenderwizard.in/CNLU>
 - c) To use the Electronic Tender portal quotationer need to register on the portal. Registration of each organization is to be done by one of its senior person vis-a-vis Authorized Signatory who will be the main personnel coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the <https://www.tenderwizard.in/CNLU> and follow further instructions as given on the site.
 - d) After registration quotationer should create Users and assign roles of the authority of his / her firm on the above portal
 - e) Quotationer can view Notice Inviting Tender (NIT) or Notice Inviting quotation on the above portal
 - f) Quotationer can also download the Official Copy of Tender Documents from the above portal
 - g) Quotationer should submit its quotation through above portal
 - h) Quotationer may attend the Public/Limited Online Tender Opening Event (TOE) on the above portal



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3. Digital Certificates

- a) For integrity of data and authenticity/ non-repudiation of electronic records, and to be complaint with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC) of Class III or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Scope of work

- I. The Service provider shall have to provide the security services in the Chanakya National Law University Nyaya Nagar, Mithapur, Patna-800001.
- II. The service provider shall ensure protection of the personnel & property of the university, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the campus of the Chanakya National Law University.

Duties and Responsibility of Security Staff

1. The Security Supervisor will be responsible for overall security arrangement of the concerned university covered under the contract.
2. Security Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
3. No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the university.
4. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores or any item whatsoever. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
5. The officers and staff of the university will keep the Identity cards with them for checking and allowing entry by the security personnel.
6. Deployment of Guards/Security Supervisors will be as per the instructions of the authorities of the university and the same will be monitored personally by the concerned authorities from time to time for its optimum utilization.
7. Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.
8. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the Department.
9. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the Department.
10. Entry of the street dogs and stray cattle into the premises is to be prevented. It should be at once be driven out.
11. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.



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

Eligibility Criteria:

Bidders having the below mentioned documents shall be eligible for participating in this tender. List of documents are as mentioned below:

1. Scan of duly signed & stamped scan of document in which Name of the Firm, Address with contact number, FAX, E-mail of the Firm and Firm's Bank Account Details with Bank Name & Address and IFSC / RTGS codes mentioned.
2. Scan of PAN card (in name of Proprietor in case of Proprietorship Firm) & GST certificate.
3. Scan of Affidavit as per Annexure-I
4. Scan of updated valid registration certificates of registered under Indian Companies Act 1956 / Partnership Act or Proprietorship / Registered with MSME for Providing Security Service.
5. The agency must have carried out at-least one similar work of Rs. Thirty Lakhs during any of previous last three years in Government / Autonomous organizations or Public Sector Undertakings. Copy of **work orders along with satisfactory performance certificate from competent authority should be uploaded by Quotationer.**
6. Scan of details of Security Personnel available with the service provider.
7. Scan of ESI certificate
8. Scan of PF certificate
9. Scan of ISO 9001-2015, ISO 27001-2013
10. Scan of OHSAS 18001: 2007
11. Scan of the receipt of depository through NEFT / RTGS for EMD.
12. Scan of the receipt of depository through NEFT / RTGS for Cost of Document.
13. Scan of Document in support of average annual turnover of Rupees One Crore (Rs. 1,00,00,000.00) in financial



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year 2018-19, 2019- 20 and 2020-21.

14. Copies of IT return of last three financial years.
15. Scan of audited profit & loss account & balance sheet of financial year 2018-19, 2019-20 and 2020-21.

Important Date & Time

- | | | |
|---|---|------------------------------|
| ✓ Last date & time of online submission | : | up to 01:00 pm on 22/08/2022 |
| ✓ Pre-Bid Meeting date & time | : | at 10/08/2022 at 12:00 Noon |
| ✓ Online Opening of Technical Quotation date & time | : | at 02:00 pm on 22/08/2022 |
| ✓ Online Opening of Financial quotation date & time | : | at 01:00 pm on 26/08/2022 |
| ✓ Place of all meeting | : | Registrar's Chamber |

Availability of Tender

Tender documents can be available for download in the tender section at front page of CNLU website i.e., <https://cnlu.ac.in> and in the CNLU's e-Tender portal i.e., <https://www.tenderwizard.in/CNLU>

Terms & Conditions

1. **Quotationer can quote for the work mentioned in 'Scope of Work'**
2. Tender document shall not be acceptable through post, courier or any offline mode. Interested bidders are advised to submit the bid only through our e-Tendering portal.
3. All the day to day work assigned by the Competent Authority of CNLU should be completed within the stipulated time frame with staff prescribed by the firm.
4. Scanned documents as mentioned in Eligibility criteria is mandatory. Bidder should upload all the scan of Genuine documents otherwise their technical bid shall be declared non responsive.
5. **Original document of Affidavit as per Annexure-I should be submitted by bidder during opening of Technical Bid.**
6. Quotationer or their authorized representative shall remain present during the Pre-Bid meeting and at the time of opening of Technical Bid and bidders whose technical quotation is declared responsive shall remain present at the time of opening of Financial Bid.
7. The price will be remain firm and fixed during the pendency of contract. It will not vary on any account whatsoever.
8. EMD Cost: Rs. 50,000.00 (Rupees Fifty Thousand Only) should be submitted through **NEFT / RTGS to our Account Number 625901144189.of ICICI Bank, Branch: Exhibition Road, Patna, IFSC Code: ICIC0006259**. Scan of the receipt of depository should be uploaded on our e-tendering portal while submitting the bid.
9. Cost of tender fee: Rs. 5,000.00 (Rupees Five Thousand Only) and should be submitted through **NEFT / RTGS to our Account Number 625901144189.of ICICI Bank, Branch: Exhibition Road, Patna, IFSC Code: ICIC0006259**.



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Scan of the receipt of depository should be uploaded on our e-tendering portal while submitting the bid.

10. Tender processing fee: Rs. 826.00 (Rupees Eight Hundred Twenty Six Only) with GST should be submitted through payment gateway to service provider.
11. Incomplete bid and bid without genuine documents are liable for rejection. No responsibility will be taken for any type of technical glitch while online submission of bid
12. Notwithstanding anything to the contrary in this document, the Chanakya National Law University is not to bound to accept the lowest quotation and reserves the right to accept or reject any quotation, to reject quotations for some or all items and to cancel the bidding process at any time prior to the award of contract, without assigning any reason whatsoever.
13. **Payment Terms:** Payment will be made against the actual attendance of security personnel on the rate as per agreement. It shall remain firm and fixed during the pendency of contract on any will not vary on any account whatsoever, statutory deductions will be made as per rules.
14. **Agreement & Performance Security**
 - a) Successful bidder shall enter into the agreement on PWD F-2 form or on **Rs. 1,000.00 (Rupees One Thousand) non judicial stamp paper** within **fifteen working days** from the **date of work order**.
 - b) Performance security shall be **5% (Five Percent)** of the total agreement value. EMD shall be adjusted in amount of performance security. Successful bidder can deposit amount of performance security after deducting amount of EMD in form of **NEFT / RTGS/ DD / Fixed Deposit pledged in favour of Registrar CNLU valid for a period of 60 days beyond the contract liability period of one year (i.e 14 month from the date of agreement)** for performance security at the time of agreement.
 - c) Performance Security will be refundable after **60 days of successful completion of contract period i.e., One Year**.
15. **Amendment of Quotation Document.**
 - a. At any time prior to the last date for receipt of quotations, the client may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Quotationer, modify the Quotation Document by an amendment.
 - b. The amendment will be notified through official online portal of Chanakya National Law University for all the prospective Quotationers.
 - c. In order to afford prospective quotationer reasonable time may to take the amendment into account in preparing their quotations, the University may, at its discretion, extend the last date for the receipt of the Quotations.
16. Chanakya National Law University reserves the right to withdraw / amend the quotation at any stage without assigning any reason whatsoever.
17. University will not provide residential facility to workers / authorities of successful bidder inside campus.
18. Work shall be done strictly as per scope of work and direction of competent authority of CNLU, Patna.
19. Clarification regarding contents of the quotations: During evaluation and comparison of quotations, the University may, at its discretion, ask the quotationer for clarification of his quotation. The request for clarification will be given in writing and no change in prices or substance of the quotation will be sought, offered or permitted. No post-quotation clarification on the initiative of the quotationer will be entertained.



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20. Any Suggestions/Clarifications may be put forth in the pre bid meeting or through written letter / e- mail to registrar@cnlu.ac.in up to 10/08/2022 till 01:00 pm.
21. Price should be quoted in Indian Rupees only.
22. All labour bye laws & regulations are to be followed by the contractor.
23. Service provider should deploy one supervisor, eighteen male guard and three female guard in University.
24. The Quotationer shall take all precautions to avoid accidents. He / She shall be responsible for all damages, accidents, caused due to negligence. Or otherwise and will be liable to compensate the damage in carried (e.g. Any)
25. Normally first lowest responsive quotationer will be considered for awarded of work. The cost will include the amount of all taxes etc.
26. All the risks of loss of or damage to physical property and of personal injury and death which may arise during and in consequence of the performance of the contract other than the expected risks will be the responsibility of the contractor / firm.
27. The contract initially will be for a period of one year from the date of award notified by CNLU, Patna. However, it can be extended on the same terms & conditions subject to satisfactory work of the contractor for another six months/one year or till the execution of new contract, whichever is earlier. It may come to end any time provided the services are not up to mark. The termination will precede 30 days advance notice to the service provider.
28. The service provider shall immediately replace any of its personnel who is found unacceptable to CNLU because of security risk, incompetence, conflict of interest, improper conduct etc. up on receiving a notice from CNLU. No association or trade union activities will be allowed by the manpower supplied by the agency.
29. Monthly wages will be disbursed by the agency from their own resources before 5th of each month for the previous month. After receiving proof of same along with other statutory challans submitted, the payment for the subsequent month will be released.
30. The agency shall provide able and healthy persons for Security work. A list of persons is to be submitted within 10 days of issue of L.O.I / W.O failing which the matter will be viewed as a breach of contract.
31. In the event of any labour problem it shall be the responsibility of the service provider to settle the issue at his own risk & cost. During the period of such problem or any other reasons, if the services are disrupted, the cost incurred by the University shall be deducted from the contractor or his bill.
32. **TERMINATION OF CONTRACT DUE TO CONTRACTOR'S FAULT:** Conditions leading to termination of contract:
 - i) If the service provider
 - a) becomes bankrupt or insolvent, or,
 - b) makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract \under a committee of inspection of his creditors or
 - c) being a company or corporation goes into liquidation by a resolution passed by the Board of Directors/ General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or



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- d) has execution levied on his goods or property or the works, or
- e) assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
- f) abandons the contract, or
- g) persistently disregards instructions of the Officer or contravenes any
- h) provisions of the contract, or
- i) fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
- j) fails to take steps to employ competent and/ or additional staff and labour, or
- k) promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Officer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or
- l) Suppresses or gives wrong information while submitting the Quotation.

Note 1 : In any such case or other case deemed fit by CNLU the University may serve the service provider with a notice in writing to that effect and if the service provider does not, within Seven days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the Officer, the university shall be entitled after giving 48 hours' notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

Note 2: In cases of termination of contract, the Competent of authority / authorities shall be entitled to forfeit the whole of the performance security.

33. FORE-CLOSURE OF CONTRACT:

- a. The CNLU/Officer shall be entitled to fore-close the contract, at any time, should, in the
- b. University opinion the cessation of works becomes necessary, owing to paucity of funds or from any other cause whatsoever. Notice in writing from the University of such Closure and reasons therefore, shall be conclusive evidence therefore.
- c. The Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of fore-closure of contract under this clause.

34. SETTLEMENT OF DISPUTES - Dispute, if any, will be subject to Patna Jurisdiction only.

- 35. The antecedents of security staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the University and University shall ensure that the contractor complies with the provisions.



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36. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the Security supervisor/officer of the university. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown.
37. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
38. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Registrar, Chanakya National Law University, Patna.
39. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the University and shall not knowingly lend to any person or company any of the effects of the University under its control.
40. The security staff shall not accept any gratitude or reward in any shape.
41. Under the terms of their employment agreement with the Contractor the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
42. That in the event of any loss occasioned to the University, as a result of any lapse on the part of the service provider which will be established after an enquiry conducted by the University, the said loss can claim from the contractor up to the value of the loss. The decision of the Registrar will be final and binding on the agency.
43. The service provider shall do and perform all such security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the University may issue from time to time.
44. The service provider shall be responsible to maintain all property and equipment of the entrusted to it.
45. The service provider will deploy supervisors as per the need given by the University. The supervisor shall be required to work as per the instructions of Registrar, Security Officer of Chanakya National Law University, Patna.
46. The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges).
47. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Students/Attendants and should project an image of utmost discipline. The University shall have right to have any person moved in case of students/staff complaints or as decided by security officer if the person is not performing the job satisfactorily or otherwise.
48. Any damage or loss caused by contractor's persons to the University in whatever form would be recovered from the contractor.
49. The university will give basic training/familiarization of the Security and door keeping services required to be done by the personnel to be deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.



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50. The service provider shall deploy his personnel only after obtaining the university approval duly submitting curriculum vitae (CV) of these personnel; The university shall be informed at least one week in advance and contractor shall be required to obtain the Chanakya National Law University approval for all such changes along with their CVs.
51. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices the university shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Security.
52. The contractor shall not engage any such subcontractor or transfer the contract to any other person in any manner.
53. The contracting agency shall not employ any person below the age of 18 years and above the age of 45 years. Manpower so engaged shall be trained for providing security services.
54. The service provider shall ensure to provide at least one female security guard with sound health in each shift in Girls Hostel.
55. The service provider shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Hospital will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
56. Security staff engaged by the contractor shall not take part in any staff union and association activities.
57. The university shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The university does not recognize any employee employer relationship with any of the workers of the contractor.
58. The selected quotationer will have to enter into agreement on Rs. 1,000.00 (Rupees One Thousand) Non Judicial Stamp paper within fifteen working days of University from the date of issue of work order. If agreement is not signed within stipulated period earnest money may be forfeited
59. **Other Terms & Condition:**
 - a) The work should be for 24 hrs. A penalty shall be imposed in case of lack of sufficient staff as stipulated above.
 - b) The agency should maintain a Mobile telephone and the number be made available to all concerned.
60. **Payment Terms**
 - a) The service charge will remain firm and fixed during the pendency of contract.
 - b) Monthly payment will be admissible during pendency of contract after submission of satisfactory verification report by competent authority / authorities of CNLU after admissible statutory deductions.
 - c) A Deduction of 3% will be made from the monthly bill submitted by the firm for staff welfare fund. This amount is not refundable

Registrar
CNLU, Patna



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Annexure-I

Declaration by Quotationer on a non-judicial stamp paper of value Rs. 100/-

I / we declare

that my / our company namely..... has not been black listed by any Government / Non-Government Organisation nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law with regards to the works executed by our company since incorporation. No FIR has been lodged against us.

that all the terms & conditions , scope of work & eligibility criteria of NIQ No.-06/2022-23 Group A dated 19/07/2022 are acceptable to me / us.

that the documents annexed along-with the quotation are genuine and not tampered by me / us while copying.

If my / our declaration above found fake or forged then:

- i. my quotation document shall be rejected
- ii. Letter of Intent / Purchase Order / Agreement, if issued, shall be cancelled and
- iii. FIR shall be inflicted against my / our company / firm by the University.

Signature of the Quotationer / Authorized Signatory (Name & Designation)

Seal of the Quotationer

Place

Date