

Tender Document Charges .Rs. 2000/-
(Non Refundable)

MAHARASHTRA NATIONAL LAW UNIVERSITY, NAGPUR - 441108



TENDER DOCUMENT FOR

SECURITY SERVICES FOR UNIVERSITY CAMPUS INCLUDING HOSTELS

TENDER NO.: MNLU,NAGPUR/SEC/2019-2020/01

Date: 06.03.2020

DATE OF ISSUE OF TENDER	07 March 2020 at 10:00 a.m.
LAST DATE OF SUBMISSION OF TENDER	27 March 2020 at 5:00 p.m.
DATE OF OPENING OF TENDER	28 March 2020 at 3:30 p.m.



Maharashtra National Law University, Nagpur – 441108

TENDER NOTICE No: MNLU, NAGPUR /SEC/2019-2020/01

BIDS IN SEALED ENVELOPE ARE INVITED FOR SECURITY SERVICES FOR UNIVERSITY CAMPUS INCLUDING HOSTELS

*The bidders can collect the Tender documents/forms containing detailed specifications, terms, and conditions of Tender, by mentioning the Tender **NOTICE No. MNLU, NAGPUR/SEC/2019-2020/01Dt. 07.03.2020** from 07.03.2020 to 27.03.2020 in-person or sending self-addressed Envelope, invariably along-with Bank Draft of **Rs. 2000/-** (Rs. Two Thousand Only, Non-refundable) drawn in favour of **The Registrar, MNLU, Nagpur**, towards the cost of TENDER FORM.*

MNLU, Nagpur will not be responsible for postal delay/non-receipt of Tender form/DD sent through the post. Tender forms duly filled in all respect in the original prescribed format only, supplied by the MNLU, Nagpur duly super-scribed, with the name of Tender No. MNLU, NAGPUR/SEC/2019-20/01Dt.07.03.2020 should reach in the office of the **Registrar, MNLU, Nagpur, Moraj Design & Decorator Building (DnD) Near Oil Depot, Mihan Flyover, Wardha Road, Khapri, Nagpur-441108, Maharashtra** on or before 27.03.2020 up to 5:00 p.m. The University reserves the right to accept or reject any or all Tender offer. Tender received without Tender fee and received after stipulated date & time will not be accepted.

*The bidder can visit our website: www.nlunagpur.ac.in and download the TENDER document and submit the same along with Bank Draft of **Rs. 2000/-** (Rs. Two Thousand Only, Non-refundable) drawn in favor of The Registrar, MNLU, Nagpur, towards the cost of Tender FORM.*

For inquiries, Contact: Registrar Office, MNLU, Nagpur. Tele: 0712-2812604

Registrar

1. MODE OF SUBMISSION OF TENDER:

CRITERIA:

- i) The application along with all the required documents shall be placed in a sealed envelope, which shall be superscribed **“TENDER SECURITY SERVICES FOR UNIVERSITY CAMPUS INCLUDING HOSTELS”**
- ii) Bidders should submit separate sealed envelope for Technical Qualification and Financial Bid duly superscribed as ‘Technical Qualification’ and ‘Financial Bid’ respectively.
- iii) Both the sealed envelope for Technical Qualification and Financial Bid shall be sealed in another separate envelope duly superscribed as superscribed **“TENDER SECURITY SERVICES FOR UNIVERSITY CAMPUS INCLUDING HOSTELS”**
- v) Only those tenderers who qualify in Technical Qualification will be considered for financial bid. Submit on or before stipulated date and time.
- vi) The TENDER documents shall be hand-delivered or sent by post/courier at the following address on or before- 27.03.2020 **TENDERS received after stipulated date and time will not be accepted.**

The Registrar,

Maharashtra National Law University, Nagpur

Moraj Design & Decorator Building (DnD)

Near Oil Depot, Mihan Flyover, Wardha Road, Khapri, Nagpur – 441108

This TENDER Notice is up loaded on MNLU, Nagpur website – <http://www.nlunagpur.ac.in>

INVITATION OF TENDER/BID FOR
SECURITY SERVICES FOR UNIVERSITY CAMPUS INCLUDING HOSTELS

To,

Dear Sirs,

Subject: INVITATION OF TENDER/BID SECURITY SERVICES FOR UNIVERSITY CAMPUS INCLUDING HOSTELS

You are invited to submit your most competitive bid for the following work: -

Brief Description of the Work SECURITY SERVICES FOR UNIVERSITY CAMPUS INCLUDING HOSTELS	Specifications *	Unit/Quantity	Work Period	E.M.D	Remarks
Please refer enclosed "QFA" for complete details.	As per "QFA"	As specified in "QFA"	Initially, the work will be awarded to the successful bidder for Six Months. This is extendable by another six months up to a total period of two years subject to appraisal and review by the University authorities. In case the jobs performed are not found to be satisfactory, the contract shall be terminated even before Six months by giving notice of one month to this effect. The Total period will be 2 years. (Maybe extendable by one more year).	D.D. of Nationalized Bank drawn in favor of The Registrar, MNLU, Nagpur for an amount of Rs. 1,11,000/- (Rs one Lakh Eleven Thousand only) to be invariable, enclosed with the Tender in a separately sealed envelope. (Vendors registered with NSIC, MSMEs ,etc. will be exempt from EMD payment subject to documentary evidence)	The facilities provided by the MNLU, Nagpur are enlisted in "QFA" For the smooth performance of this work.

2. BID PRICE

- a) The work shall be for the full quantity as described in **Quotation Format Annexure "QFA"**. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.
- b) **GST, if applicable, shall be paid by the Institute as per prevailing rates.**
- c) **The Bidder needs to ensure that the SECURITY SERVICES FOR UNIVERSITY CAMPUS INCLUDING HOSTELS shall be paid as per the provisions of the Minimum Wages Act as applicable in the State of Maharashtra. The onus of submitting the documentary evidence towards any changes in the prescribed components of the Minimum Wages as per this Tender Document shall be with the selected Bidder.**
- d) **The Service Charges Price Bid shall be above 1% infraction up to two decimal places. The Agency quoting Service Charges less than or equal to 1% will be disqualified.**
- e) All duties, taxes and other levies payable by the bidder under the scope of this work shall be included in the total price. However, the percentage of duties, taxes being levied shall be shown separately to calculate Basic Price (Clearly indicate the detailed break-up such as Price & Taxes if any).
- f) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- g) The Prices should be quoted in Indian Rupees only.
- h) The adherence to the Govt. policies/norms/rules as stipulated, such as the Workmen Compensation Act, Minimum Wage Act, PF Act, ESI Act, safety of workers, PF liabilities, Medical Claims, will be solely the responsibility for the bidder. No claim in this regard will be heard by the Registrar MNLU, Nagpur whatsoever.
- i) During the operation of maintenance period, any damages/casualties will have to be rectified/replaced by the service provider/the bidder promptly at his sole liability.

3. Each bidder shall submit only one Tender.

4. VALIDITY OF TENDER

Tender shall remain valid for a period not less than 120 days after the deadline date specified for submission.

5. EVALUATION OF TENDERS

The MNLU, Nagpur will evaluate and compare the tender(s) determined to be substantially responsive i.e. which

- (a) Are properly signed on each page & submitted in Original; and
- (a) Confirm to the terms and conditions and specifications

The Tenders would be evaluated for all the items together as specified in "QFA".

Conditional Tender(s) will not be accepted.

6. EARNEST MONEY DEPOSIT:

The bidder shall invariably enclose the **E.M.D. of Rs. 1,11,000/-** (Rs One Lakh Eleven Thousand Only) for tender, in a separate envelope, only in the form of Crossed Demand Draft drawn in favor of The Registrar, MNLU, Nagpur, payable at Nagpur.

Tender(s) without E.M.D. will be unequivocally rejected.

7. The commercial/price bids of the bidder who are not eligible in technical bid will not be opened. However, the EMD of such bidder will be returned in due course of time.

8. **BID SYSTEM AND INSTRUCTIONS FOR SUBMISSION OF BIDS**

TENDER NO.: MNLU,NAGPUR/SEC/2019-20/01

Item: SECURITY SERVICES FOR UNIVERSITY CAMPUS INCLUDING HOSTELS

“TWO BID” viz. **Technical /Qualifying Bid** and **Price/Commercial Bid** Systems will be followed for this tender.

The Technical bid and the financial bid should be sealed by the bidder in separate covers duly superscribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed with **"SECURITY SERVICES FOR UNIVERSITY CAMPUS INCLUDING HOSTELS"**

For Technical /Qualifying Bid- Envelope to be superscribed with “TECHNICAL /QUALIFYING BID for **"SECURITY SERVICES FOR UNIVERSITY CAMPUS INCLUDING HOSTELS FOR MNLU, NAGPUR"**, and should be submitted with prescribed **EMD** and the associated supporting documents. **Cost of Tender Form** to be has to be paid along with the qualifying bid.

It is essential to fill all the forms to qualify the technical bid. Incomplete forms should be summarily rejected. If needed, separate sheets should be enclosed for furnishing complete details.

For Price/Commercial Bid- Envelope to be super-scribed with “price/commercial bid for **"SECURITY SERVICES FOR UNIVERSITY CAMPUS INCLUDING HOSTELS"**. The Price should be indicated in the prescribed format in the Price/Commercial Bid only. Any other format will lead to disqualification.

Sealed envelope has to be submitted in the “Tender Box” kept in Registrar, MNLU, Nagpur, Moraj Design & Decorator Building (DnD) Near Oil Depot, Mihan Flyover, Wardha Road, Khapri, Nagpur – 441108 on any working day **or** before 5:00 p.m. on **27.03.2020**. Bids received after the last date and time of submission as indicated in the tender notice will not be considered and will lead to rejection. The accepted bids will be opened **on 28.03.2020 at 3.30 p.m.**

Each envelope/cover should clearly indicate the name and address of the bidder.

Note: Contract will be awarded to the bidder having the lowest rate in Price/Commercial Bid (L1).

SELECTION CRITERION IN CASE OF TIE OF same rates of L1.

- 1. Bidder having a higher average annual turnover averaged last 3 years (as per submitted documents) will be selected.**
- In case of a tie in Clause 1 above, the Bidder Firm/Agency/Company with an earlier date of registration/incorporation will be selected

9. **Award of Work**

MNLU, Nagpur will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has been selected as per the above criteria.

- 9.1) Notwithstanding the above, MNLU, Nagpur reserves the right to accept or reject any bids and to cancel the bidding process and reject all bids at any time prior to the award of contract.
- 9.2) The bidder whose bid is accepted will be notified from the award of the contract by MNLU, Nagpur before expiration of the quotation validity period. The terms of the accepted offer shall be being corporate in the work order.
10. The contractor would be paid each month the amount agreed in the award of letter on lump-sum basis after he pays the wages to the security guards. The vendor has to show a reasonable cash flow to justify financial status by providing the bank statement. The salary payment has to be made through the bank to all the security guards.
11. Any amendment or corrigendum regarding the tender will be issued on the University website only.
12. For any disputes, the place of jurisdiction shall be Nagpur, Maharashtra (India) only.

13. Bidders are requested to provide their offer latest by (Please refer advertisement) **5.00 p.m. on or before 27.03.2020**

All Communication is to be addressed to –

The Registrar,

Maharashtra National Law University, Nagpur ,Moraj Design & Decorator Building (DnD)

Near Oil Depot, Mihan Flyover, Wardha Road, Khapri, Nagpur – 441108

We look forward to receiving your quotations and thank you for your interest in this tender/bid.

Signature of Bidder with Seal and Date

CRITERIA FOR ELIGIBILITY FOR TECHNICAL BID

1)	Earnest money deposit to be submitted in the form of Account Payee Demand Draft/Fixed Deposit Receipt/Bank Guarantee of a Nationalized Bank in favor of The Registrar, MNLU, Nagpur payable at Nagpur. The Vendor should write the name of the firm and address on the reverse side of DD/FD/BG towards EMD and Tender fee. Details of the same also need to be given in	(FORM-A).
2)	The Agency should be registered under any prevailing law in India. Submit the details of the Agency.	(FORM-B)
3)	The Agency should be currently providing at least 25 trained security guards (including female security guards) at one location in a Government/Semi Government/PSU organization.	(FORM C)
4)	The experience of having completed works of Security services during the last seven years (up to December 2019) should be any one of the following: i) Three similar completed contracts costing not less than amount equals to Rs. 22 Lakh per annum. ii) Two similar completed contracts costing not less than the amount equals to Rs. 33 Lakh per annum. iii) One similar completed contract costing not less than amount equals to Rs. 44 Lakh per annum	(FORM D)
5)	The bidder should submit the letter of transmittal.	(FORM-E)
6)	The bidder should submit the proposal submission form.	(FORM-F)
7)	The Agency should be capable of providing about 10 -15 security guards including at least 15% female security guards	
8)	The Agency must provide at least one security guard in each shift with proficiency in driving and having a valid driving LMV license. Their driving services will be used by the University on a need basis.	
9)	The Agency should be having valid ESI, EPF No, PAN No, and GST.	
10)	The Agency should have an annual turnover of minimum Rs 16.50 Lakh per annum at least for the last 03 financial years i.e. 2016-17, 2017-18 and 2018-19.	
11)	The Agency should be ISO certified.	
12)	The Agency should be PSARA 2005 registered	
13)	The Agency should have its own training school or training center for training of its personnel deployed. The agency should provide a certificate regarding registration of the training school or training center under the Shop and Establishment Act or a license /permit for security guard training center by Govt. of India or any state government	
14)	The Agency shall provide Copy of contract the Labour License issued by Labour Department, GOI /Govt of Maharashtra of any ongoing work/contract.	
15)	The Agency shall furnish details of any legal suit/legal action/black listing/fine/ penalties imposed, pending cases especially with regard to any violation in the PF Act, ESI Act, Labour Laws, Income Tax, during the period of contract with details, etc. An affidavit affirmed to this effect on a stamp paper of Rs 100/-, duly attested by a notary or any competent authority, needs to be provided. The affidavit needs to be provided even if there is no pending legal proceeding. In case any legal proceedings in respect of the above have been since disposed of, details of the same along with the evaluation of the above information shall be done at the discretion of the University.	
16)	The bidder should submit Price Bid in the prescribed format	
17)	The bidder should submit the charges for additional services, which would be settled mutually (details of which are specified in Annexure A). It is to be noted that for deciding the lowest bidder, Price / Financial BID will only be considered and not the charges for additional services.	

BIDS OF AGENCIES NOT MEETING ABOVE ELIGIBILITY CONDITIONS WILL SUMMARILY BE REJECTED.

TERMS AND CONDITIONS

- 1) The Agency shall be responsible for all/any injuries and accidents to persons employed by it. University will not have any financial liability for any medical services in such cases.
- 2) The Agency shall be responsible for the good conduct and behaviour of its employees. If any employee of the Agency is found misbehaving with the supervisory staff or any other staff member/student of the University, it shall terminate the services of such employees on the recommendation of the Security Officer or any other officer designated by the University. The Agency shall issue necessary instructions to its employees to act upon the instructions given by the supervisory security staff of the University.
- 3) The Agency and its staff shall take proper and reasonable precautions so that the areas of responsibility given to it by the University are preserved from loss, destruction, waste or misuse. It shall not knowingly lend to any person or Agency any of the assets of the University under its control in the event of any loss being caused to the University on account of negligence/derelection of duties by the Agency or Agency's employee that shall be established after a joint inquiry comprising of the representatives of the University and the Agency, the University should get the same compensated from the Agency. The Agency should have a Public Liability Insurance Policy Cover.
The Agency will not be held responsible for the damages caused to the property of the University due to natural calamities like lightning, earthquake, floods, etc
- 4) The Agency shall not appoint any other Agency or the third party to carry out any obligation/task/function, under the contract.
- 5) The Agency shall take day to day instructions from the Security Officer or any other officer designated by the University.
- 6) If the Agency fails to implement the assigned jobs or parts of the Standard Operating Procedures to the satisfaction of the Registrar of the University or any officer nominated by him or on any day in any part of the areas assigned, the Agency shall be penalized by imposing a fine of Rs 1000 (Rs One thousand) per penalty per day. The penalty shall continue for successive days till the satisfaction of the authorities. The Agency shall provide the replacement in case the employee of the Agency is proceeding on leave. This will be at no additional expense to the University. In case of any absence, the Agency shall be penalized by imposing a fine of Rs. 1000/- (Rs One thousand) per Guard/Supervisor per day in addition to that day's salary. This will also be in addition to the claim of the University as mentioned above in Para 3. The amount of penalty will be deducted from the monthly bills.
- 7) None of the employees of the Agency shall enter into any kind of private work at any location of the University, failing which penalty as stipulated in clause 6 of the above terms and conditions shall be imposed. The employees should not be put in different shifts at other locations & also they should not be employed by other agencies.
- 8) **Criteria for Physical Standards and Qualifications:**
The employees of the Agency shall be of Good character and of sound health.

Security Guards/Supervisor (Ex Servicemen)

- Age: Not more than 55 years.
- Character: Very Good
- Education Qualifications: Army first class or matriculate.
- Physical Standards: Height – minimum 155 cm. (Except hill tribes.) Physically fit.

Security Guards/Supervisor (Civilians)

- Age: **Not less than 21 years & not** more than 45 years.
- Character: Good
- Education Qualifications: minimum H.S.S.C.
- Physical Standards: Height – minimum 155 cm & should be mentally/ medically fit to carry activities of security.
- Minimum experience 2 years of Security.

Lady Security Guards/Supervisor (Civilians)

- Age: **Not less than 21 years & not** more than 45 years.
 - Character: Good
 - Education Qualifications: minimum H.S.S.C.
 - Physical Standards: Height – minimum 150 cm & should be mentally/medically fit to carry activities of security.
 - Minimum experience 2 years of Security.
- 9) The University will have the liberty to increase/decrease the total number of Guards.
 - 10) The Agency is liable to pay all statutory benefits such as provident fund contributions, leave salary, medical benefits, etc. and observe statutory working hours for its employees and maintain records thereof.
 - 11) The agency is responsible for proper maintenance of registers, records and accounts for compliance with statutory provisions/obligations.
 - 12) The Agency is liable to defend/indemnify MNLU, Nagpur from any liability or penalty which may be imposed by authorities for any violation by the Agency of such laws, regulations and also against all claims, suits or proceedings.
 - 13) It would be desirable that the Security Staff provided should have knowledge of Fire Fighting, First Aid, Scooter/ Motor Cycle/LMV Driving & handling Wire-less communication equipment and computers.
 - 14) All Guards should have a working knowledge of HINDI & ENGLISH.
 - 15) The Agency shall maintain an Occurrence Book, which will be made available to the supervisory staff of the University.
 - 16) In the event of a revision of rates by Govt. of India at any time, the same rates will accordingly be revised. The 'Onus' for producing the copy of the notification of Govt. of India Administration, will be of the Agency.
 - 17) Agency shall abide by all laws of the land including, Labour Laws (ESI, PF, BONUS Income Tax, Service Tax or any other extra taxes levied by the Government of India) Companies Act, Tax Deduction liabilities, Welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Agency, and it shall not involve the University in any way whatsoever.
 - 18) The manpower proposed to be deployed by the Agency shall be subject to screening by the University, to ascertain their suitability and skills. Before deploying a person in the University it is mandatory to the Agency to furnish complete particulars as per para Sr.No.8 and obtain written approval of the security officer or any other officer designated by the University. In any case, less qualified & non-experienced manpower, shall not be deployed/posted to MNLU, Nagpur, otherwise, it will be viewed as a breach of contract.
 - 19) University reserves the right to ask and require the Agency to remove any person deployed by the Agency, without assigning any reason/notice.
 - 20) The Agency shall supply trained/experienced manpower. The Agency shall also undertake at its own expense in consultation with the University, a continual updating of skills and processes and procedures to be followed by the Security Staff provided to the University by organizing suitable training schedules for them. The Agency shall also provide a tentative schedule /plan for training its staff for one year. A proper record of the training of its staff shall be maintained by the Agency. The Agency will also include the training and updating skills of the permanent security staff of University in consultation with the Security Officer of the University at no additional expense to the University. The University agrees to provide Space/Lecture Hall for such a training program for the security staff of University. The manpower supplied by the Agency shall also be trained on the existing Fire detection and Alarm system and Fire Fighting Systems installed in the University. In case of an outbreak of fire ,they should be able to undertake firefighting operations. The Staff selected for deployment will compulsorily undergo on-site Training for at least 15 days under the Agency's arrangements and expense.

- 21) Duration of the contract shall be six months (6) initially extendable by another six months (6) up to a total of two years (2) subject to appraisal and review by the University authorities and in case the jobs performed are not found to be satisfactory, the contract shall be terminated even before six months by giving notice of one month to this effect. The University may terminate this agreement by giving one month's notice in writing to the Agency at any time during the contract without assigning any cause. The Agency may also terminate this agreement by giving three months' notice in writing to the University without assigning any cause. A record of every lapse small or big to be maintained by the Security Officer & a weekly meeting of the representative of the Agency with Security Officer or any other officer designated by the University will be held and minutes of the same recorded for compliance. A monthly meeting with the Branch Manager of the agency to be held for follow-ups.
- 22) The Agency shall in no case pay its employees less than the minimum mandatory rates as specified by Govt. of India per month plus allowances. The payment should be made e- transfer to the bank account of security guards and security supervisors and a record of that should be kept in a register which may be examined by the University at any time. In case the Agency fails to make timely payments to its employees, or any employee of the Agency reports to the University regarding non-payment of dues, the University on being satisfied of the complaint shall pay the employees of the Agency directly and suitable deductions shall be made from the amount to be paid to the Agency. In case of ESI, EPF etc. the agency shall produce original challans /receipts to Security Officer for verification & records and shall submit a photocopy thereof.
- 23) The Agency shall ensure that the guards and supervisors shall wear uniforms (all-weather including seasonal clothing like Rain Coats, Gum Boots, etc.) with Nameplates and identity cards. The University shall not allow any employee of the Agency to work inside the University without uniform except in cases where-in specifically asked for. The Uniform should be in good condition & not torn/worn-out/faded. The cost for all the above items should be borne by the agency only.
- 24) MNLU, Nagpur premise is a No-Smoking Zone. No security staff of the Agency should be found smoking, eating pan, Gutka or intoxicants/drugs.
- 25) The Security Guards and Security Supervisors shall be normally being required to work in three shifts basis. The authority to change this will lie with the Security Officer of MNLU, Nagpur depending on the requirement and urgency of situations as and when occur.
- 26) No security Guards/Supervisors will be allowed to perform double duty on a continuous basis unless authorized by the Security Officer or any other officer designated by the University.
- 27) No employee of the Agency shall work for more than 26 days in a month or as specified by Labour Laws.
- 28) The Agency shall deposit an amount of **Rs.4,40,000/- (Rs Four lakh forty thousand)**, interest-free, as Security with the University for the entire duration of the contract. The Agency shall also provide a **Bank Guarantee of Rs.1,65,000/- (Rs One Lakh Sixty-five thousand)**, **during the period of contract which will be renewed from time to time as per further renewals of the contract** to be used in case Agency fails to pay its labor force or any other default. The aforesaid security deposit shall be returned to the Agency after termination/ expiry of the contract, after deductions, if any, made by the University.
- 29) The Agency will get all the staff on its roll for the contract at MNLU, Nagpur, verified of their antecedents through Nagpur Police and a certificate to this effect be furnished by the Agency to the University within 3 months of initial deployment. The Agency should maintain proper records/documents of the same. These documents are required to be produced to the University whenever required.
- 30) The Agency shall have a registered office in Nagpur. It should be a professionally run organization. The office shall have effective communication facilities like telephone, FAX, pagers, Mobile Telephone, e-mail, Wireless system, and Vehicles and the Agency should have a 24 hrs manned control room to ensure a quick response.
- 31) The Agency shall have proper standards and procedures of recruitment and the training. The Agency will provide a copy of Training Manual for inspection to the University authorities.
- 32) Price quoted should include all taxes (including GST) payable by the Agency. No tax will be reimbursed by MNLU, NAGPUR separately.

33) Agency shall obtain a specified license from the Regional Labour Commissioner, Nagpur within a reasonable time after the issue of letter of Acceptance of Bid for the employment of labor in excess of the specified number, as per law.

34) **Termination:**

University shall at any time be entitled to determine and terminate the contract for any reason including unsatisfactory performance or violation of the terms and conditions of the contract whatsoever. A notice in writing from the University to the contractor shall be served, giving 30 (thirty) days' time for such termination and vacation of the premises, without assigning any reasons thereof.

If all or part of the contract is terminated in accordance with the provisions contained above, the University shall pay to contractor charges up to the effective date of termination. However, the termination of the contract shall not relieve the contractor any of his obligations imposed by the contract with respect to the work performed by them prior to such termination.

35) **TERMS OF PAYMENT**

i) The Agency would be paid each month the amount agreed in the award of letter on lump-sum basis after it pays the wages to the security guards and security supervisors. The Agency has to show reasonable cash flow to justify financial status providing the bank statement. The salary payment has to be made through bank to all the security guards and security supervisors with intimation to the Accounts Section of MNLU, Nagpur. Only after that, the Bills have to be raised in duplicate along with the following documents in the order stated below.

- Wages cum Muster sheet of the month duly paid to the guards.
- Attendance sheet of the guards for the month.
- Copies of the P.F. Challans and ESIC Challans.
- Copies of monthly returns submitted to the P.F. authorities (Form 12A, 5 and 10) as applicable.
- Statement showing the details regarding the names of the guards engaged during the month along with their P.F. account number, employee contribution of P.F. and employer contribution of P.F., etc.
- A certificate stating that the guards have actually been engaged by them and the P.F. contribution has been deposited with the P.F. authorities by them on the due date.

ii) On certification by the Security Officer/Competent Authority, the bill will be forwarded to the Accounts Section for payment purposes. Income tax as per the I.T. Act and TDS as applicable under the GST Act will be deducted from the bill.

iii) The final settlement shall be made subject to production of "No Dues Certificates" from all the concerned workers etc. and submission of P.F. challans/Annual Returns and an undertaking on the stamp paper of the required value duly notarised by the competent authority.

36) In case of any discrepancy while executing the contract, the decision given by the University shall be final and binding on the Agency.

The University reserves the right to accept or reject any or all or any part or apportion of the work amongst the different tenderers without assigning any reason thereof, and the decision of the University in this respect shall be final.

The above information shall be furnished by the bidder invariably in appropriate Schedules/Annexure as may be relevant.

**QUALIFYING /
TECHNICAL BID**

A: QUOTATION FORMAT ANNEXURE-A

(TECHNICAL BID)

MAHARASHTRA NATIONAL LAW UNIVERSITY, NAGPUR – 441108

SCHEDULE TO QUOTATION IFB NO	MNLU,NAGPUR/SEC/2019-20/01
TENDER FEE	Rs. 2000/-
DATE OF ISSUE	07.03.2020
LAST DATE OF SUBMISSION OF TENDER	27.03.2020
DATE OF OPENING TENDER /BID	28.03.2020
QUOTATION MUST REMAIN VALID FOR	180 days from the date opening of the Tender
DIVISION	Security Services

:

NAME OF WORK: -SECURITY SERVICES FOR UNIVERSITY CAMPUS INCLUDING HOSTELS

SI No	<u>SCOPE OF WORK</u>	Services offered by the Contractor for compliance (YES/NO)
1)	The Agency shall provide Security to the University as well as residents at the MNLU, Nagpur campus, by deploying fail-safe Security measures, providing early warning, and mobilizing trouble shooting elements. The items or situations that have to be covered by security services of the agency are enumerated below. (the list is indicative and not exhaustive)	
2)	Protection of property and personnel (faculty, officers staff, students, official visitors, and residents) of the University against wilful harm; the University meaning All Gates, Academic Areas, Activities Area, Hostels, Guest Houses, Play Grounds, Health Centre, Open Areas, Areas with plantation, Service Roads, etc. all within the boundary of MNLU, Nagpur Campus including the boundary wall itself.	
3)	Protection of cash and documents, static or in transit or due to burglary (where loss is due to entry after breaking any entry lock/door/window/grill).	
4)	Regulate access control at gates, prevent misuse of MNLU, Nagpur grounds and facilities by outsiders, preventing tress-passing, unauthorized parking, unauthorized construction, squatting in the University Campus and prevent vandalism, breaking off twigs/trees throwing of garbage/littering and ensuring cleanliness. Ensure proper & timely reporting of violations to supervisors	
5)	Prevent loss that is on account of the lapse in "access control measures" at Gates of the University.	
6)	Undertake firefighting operations with provided equipment.	
7)	Regulate parking of vehicles in designated areas of the University and also regulate traffic movement at the entry/ exit gates within the campus and ensure traffic rules are followed.	

8)	Adhere to the Standard Operating Procedures (SOPs) given by the University or his nominee which may be modified from time to time by the Registrar or his nominee.	
9)	The Agency should have an investigation cell investigate of thefts, accidents or any other matter required from time to time.	
10)	The Agency will carry out 'on the job' training of Guards at the time of induction and ensure Refresher Training of at least two days during the period of the contract every 02 months at their own cost.	
11)	The Agency will also carry out regular Mock fire drills and Mock Security exercises to train staff, students, faculty and residents at least once each semester.	
12)	Prevent defacing/damage to University property buildings etc. prevent Graffiti/poster pasting defacing of any wall by unauthorised advertising etc.)	
13)	Prevent entry of animals & stray dogs/pigs into the campus and removing/chasing of dogs from Academic Area and Hostels. Liaison with Police/Fire/MCD and NMC for this issue.	
14)	Switch off lights of sports fields when not in use and report leakage of water taps etc	
15)	Carry out any other job assigned by the officer of the University in the interest of Security of University.	
16)	Protection of property and personnel of the University in transit when so specified.	
17)	The agency should provide extra security as and when required viz. students' festivals, VVIP/ VIP visits, social and religious functions inside the MNLU, Nagpur Campus.	
18)	Conduct security audits/surveys/investigations/consultancies as per requirements free of cost.	
19)	The agency should be able to provide at least 1 security guard in each shift with valid LMV license to drive four-wheelers as per the University needs.	

CHECKLIST OF DOCUMENTS

Sl. No.	Details	YES/NO/ Any Remarks	Page No.
1)	EMD: (FORM A) DD No.Date: Tender Fee: DD No.Date:		
2)	Details of the Agency (FORM B)		
3)	Details of Service Given to Government/Semi Government Organisations/ PSUs (FORM C)		
4)	Completed contracts (FORM-D)		
5)	Letter of Transmittal (FORM-E)		
6)	Proposal Submission (FORM-F)		
7)	Rates for Additional Services (Annexure A)		
8)	Firm EPF, ESI (If available), GST Registration, PAN Card		
9)	Annual Turnover (Last 3 years)		
10)	ISO Certificate		
11)	PSARA 2005 License		
12)	Document related to Training School / center (certificate / licence / permit)		
13)	Contract Labour Licence		
	Affidavit on stamp paper of Rs. 100/-,duly attested by a notary or any competent authority, regarding legal suit/ penalty imposed/ black listing		

All information called for in the enclosed forms should be furnished against the respective columns in the forms. If the information is furnished in the separate document, the reference to the same should be given against respective columns in such a case. If any particulars/queries are not applicable in the case of the Agency, it should be stated as not applicable. However, the Agency is 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 Agency being summarily disqualified.

FORM 'A'

(To be put in a separate sealed envelope, marked EARNEST MONEY and submitted with Technical bid)

Details of Earnest Money

Name of Bank :

Bank Draft No. :

Dated :

Amount: :

Signature of the bidder or his authorized signatory with
Seal of the Agency

Dated:

FORM 'B'

DETAILS OF THE AGENCY

1)	Name and address of the applicant (Agency)	
2)	Telephone, Mobile No., Fax No. and e-mail address	
3)	Legal status: (Attach copies of the original document defining the legal status) a) An individual b) A proprietary Firm c) A Firm in partnership d) A limited company, corporation or Co-operative society	
4)	Particulars of registration: a) Of the Firm under any prevailing law of India. b) ESI, EPF, GST, Income Tax etc. attach attested photocopies detailing: a) Registration Number b) Organization/Place c) Other relevant details	
5)	Name and title of officer(s) with designation and contact details who will be directly concerned with this Work.	
6)	Have you or your constituent partner(s) been debarred/black Listed from tendering in any Organization at any time? If so, give details	
7)	Any other information considered necessary but not Included above.	

(Signature of the Applicant)

FORM 'C'

Details of Service Given to Government/Semi Government Organisations/PSUs

S.N.	Name of Government/Semi Government Organisation/PSU	Since When	Total Area of Organisation	No of Guards/Shift

FORM 'E'

LETTER OF TRANSMITTAL

From:
[Full address of the Applicant]

To,
The Registrar
Maharashtra National Law University, Nagpur – 441108

Sub: Submission of Tender for Security Services of University Campus including Hostels

Having examined the details given in invitation for Technical/Price bid published in the newspaper and Technical bid document for the above work, we hereby submit the application with complete details.

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 the information and details necessary for pre-qualifications and have no further pertinent information to supply.
3. We submit the requisite Banker's statement and authorize the Registrar, MNLU, Nagpur to approach The Bank issuing the certificate to confirm the correctness thereof. MNLU, Nagpur
4. We submit the following certificates in support of our suitability, know-how & capability for having successfully completed the following contracts:

Sl. No	Name of the Contracts	Certificate Form

No. of Enclosures:

Date of Submission:

Signature(s) of the applicant

FORM 'F'

PROPOSAL SUBMISSION FORM

[Location, Date]

**To
The Registrar
Maharashtra National Law University, Nagpur – 441108**

Dear Sir:

We, the undersigned, offer to provide our services for work of Security Services of University Campus including Hostels, in accordance with your Tender Notice. We are hereby submitting our proposal, which includes this Technical Proposal and Financial Proposal duly sealed in a single envelope.

We hereby declare that all the information and statements made in this proposal are true and we accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our proposal is accepted, to initiate the work of **Security Services of University Campus including Hostels** related to the assignment not later than the date indicated in the Work/Office Order.

We understand that you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Agency: _____

Address: _____

CERTIFICATION

I, the undersigned, certify that, to the best of my knowledge and belief, the information submitted above, is correct. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal if engaged as the service provider.

I have read the instruction contained in this tender document carefully. I undertake to abide by the rules of the MNLU, Nagpur as amended from time to time. I also undertake that in case of any dispute the decision of the University Will be final & binding on me.

Date:

_____ *[Signature of Bidder or authorized representative of the staff]*

_____ *Day/Month/Year*

Full name of authorized representative:

PRICE BID

PRICE / COMMERCIAL BID

Tender No.: MNLU, NAGPUR/SEC/2019-20/01

“Security Services of University Campus including Hostels”

C (i) Total Charges per Month as per Statutory Requirement

Sr No	Particulars	As per minimum wages (Security Guard)	(Security Guard) (To be quoted by vendor)
I	II	III	IV
		Rs	Rs
1	Basic Wage	417.53	
2	VDA	15	
3 (1+2)	Basic + VDA	432.53	
4	EPF @13% (Maximum to Rs 15000/- per month)	56.23	
5	ESIC AT THE RATE 3.25%	14.05	
6 (3 + 4 + 5)	Rate per Day	502.81	
7	No. of days per month	26	
8 (6 X 7)	Wages for one month	13073.06	
9	Reliever charges 1/6th of 8	1634.13	
10 (8 + 9)	Sub Total	14707.62	
11	Agency service Charges		
12 (10 + 11)	Monthly rate/person		
13	No. of Guards		
14	The Total amount per Month		
15	GST as applicable		
16	Total quoted amount per month (Guard	Rs. /- (In words :Rs.....) per month	

1) Rate quoted by vendor should not be less than rates shown under column III (For Guards)

2) Agency Service charges quoted at Sr. No. 11 should be at least 1% of the sub total in Sr. No. 10. In case if the service charges quoted are less than 1%, the bidder will be disqualified.