

GUJARAT NATIONAL LAW UNIVERSITY

(Established Under Gujarat Act No.: 09 of 2003)



Gujarat National Law University

TENDER NOTICE FOR PROVIDING SECURITY SERVICES

Gujarat National Law University
Attalika Avenue, Knowledge Corridor, Koba Gandhinagar
– 382 426 (Gujarat), INDIA.

Phone No. : +91-79-23276611/23276612

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Email: procurement@gnlu.ac.in

Visit us: <http://www.gnlu.ac.in>



GUJARAT NATIONAL LAW UNIVERSITY

Attalika Avenue, Knowledge Corridor, Koba, Gandhinagar-382 426

Web: www.gnlu.ac.in, Email: procurement@gnlu.ac.in, Tel: +91-79-23276611/12

Tender Notice No: PC-09/2018

Sealed proposal rates/bids are invited from interested security services firms/agencies/ bidders for providing Security Services deployment of armed/unarmed security manpower at the Campus of the University. For further information for specifications, terms and condition please visit <http://www.gnlu.ac.in/tender.php>. Last date for submitting proposal is 12th June 2018.

I. How to submit the Bid:

Bidders should submit their rate quotes on their letter head as per the Proforma for Submission of Rate under Annexure 'I & II', in a separate sealed envelope superscripting "Tender Notice: PC-09/2018, due on: 12/06/2018" and name, address, contact no. and e-mail ID of the Bidder, as per the time schedule and address mentioned below.

II. The address for submission of Bid & enquiry:

The Registrar
Gujarat National Law University
Attalika Avenue, Knowledge Corridor,
Koba, Gandhinagar-382426

III. The Time Schedule of this tender:

- i) Date of Inspection of the premises: Any Working Day from 1200 hrs. to 1700 hrs
- ii) Last time/date for submission of Tender Physically: 04:30 PM Dt: 12/06/2018
- iii) Tentative time/date for Opening of Technical Tender: 10:00 AM. Dt.: 20/06/2018

IV. Rejection of Bids:

The responses received will be rejected forthwith without evaluation of the same in following cases:

- i. If the bids are not accompanying Tender Fee and E.M.D.
- ii. If the Bids received after the due date and time, if not otherwise changed by GNLU, Gandhinagar in writing.
- iii. If the Bids received by fax or e-mail at GNLU, Gandhinagar.
- iv. If the technical and financial bids are not separately sealed.
- v. If the Bids/Rates are not quoted on the letter head of the company or received unsigned.
- vi. If the Bids/Rates are received in open condition.
- vii. If more than one Bid/Rates has been submitted by a Bidder or Bids are submitted in different names.

Tender for Providing Security Services

Tender Notice No. PC-09/2018

V. Important Notes:

- i. Bids submitted after the last date / time will not be considered. However GNLU, Gandhinagar reserves the right to amend / extend the last date / time & the date / time of opening of the Tender.
- ii. Gujarat National Law University, Gandhinagar reserves the right to award the contract to more than one party or negotiate with all the parties.
- iii. Gujarat National Law University, Gandhinagar reserves the right to reject any tender in part or full or annul the tender process without assigning any reason or without incurring any liability to the Bidders.
- iv. It will be imperative for the Bidders to be fully acquainted with the local conditions and factors and rules of the Land, which would have any effect on the contract to be offered.
- v. The rates/bid once submitted cannot be amended, if not so permitted by GNLU, Gandhinagar in writing and cannot be withdrawn.
- vi. The basic qualifications of the skilled and semi-skilled armed/unarmed manpower must be matched with the requirements of the Gujarat National Law University.
- vii. The rates quoted should be valid for one year from the date of opening of the Financial Bid.
- viii. Bidders who wish to be present at the time of opening of the Bid/rates, may do so personally or through their authorized personnel along with the authorization letter on their company's letter head and Photo Identity card.

Registrar

Gujarat National Law University, Gandhinagar



GUJARAT NATIONAL LAW UNIVERSITY

Attalika Avenue, Knowledge Corridor, Koba, Gandhinagar-382426

Web: www.gnlu.ac.in, Email: procurement@gnlu.ac.in, Tel: +91-79-23276611/12

Tender Notice No: PC-09/2018

TENDER FOR PROVIDING SECURITY SERVICES

Sealed bids are invited from reputed, licensed and experienced Security agencies for providing security services at the above mentioned address.

- 1) The estimated cost for the same will be Rs. 45/50 Lacs
- 2) Interested agencies may submit their sealed bids under Two-cover system as per Technical Bid & Financial Bid given at **Annexure I & II** and General Terms & Conditions given at **Annexure III**.
- 3) Agencies are required to submit their Details in the format given at **Annexure IV** along with their technical bids. They are also required to submit a signed Declaration in the format given at **Annexure V**.
- 4) A Checklist and Compliance statement against each item of **Annexure I & II** thereon severally & individually shall also be submitted.
- 5) The bids/documents be sent in a sealed packet, containing two separate sealed envelopes (one for Technical Bid and one for Price Bid) along with prescribed tender fee and Earnest Money Deposit (EMD), duly super scribed with Tender Notice No: PC-09/2018, to the Office of the Registrar, Gujarat National Law University (GNLU), Attalika Avenue, Knowledge Corridor, Koba, Gandhinagar 382426 on or before, 12th June, 2018.
- 6) For any query pertaining to this bid document, communication be addressed to the Registrar, GNLU.
- 7) Tentatively the Technical bid will be opened on 20th June 2018 at 10:00 AM hrs in the office of the Registrar, GNLU in the presence of authorized representatives of respective agencies and University officials in addition agencies are requested to be ready with PPT presentation on the Tender opening day, if required they may be asked to give presentation.
- 8) After Technical evaluation of bid qualified bidders will be informed about the same at a later date and price bids of only technically qualified bidders will be opened in the presence of authorized representatives of respective agencies and University officials.

Tender for Providing Security Services

Tender Notice No. PC-09/2018

Eligibility Criteria for the Bidder:

Terms and conditions for providing “Security services“ to University of Campus, The Contractor has to provide 16 persons at various places in campus as detailed below with 01 Supervisor to supervise the work:

Sr. No.	List of Premises	Number of Points
1	Admin Building	02
2	Library Building	01
3	Academic Building	01
4	Girls Hostel	02
5	Boys Hostel	02
6	Auditorium	01
7	Guest House & Staff Quarter	01
8	Campus Premises	03
9	Entry Gate	03
10	Supervisor	01
	Total	17

*** The number of persons may increase/decrease as per the requirement of the University**

STAGE 1 QUALIFICATION CRITERIA:

- (A) Bidder should have at least five years of experience in the field of Security Services.
- (B) Experience certificate obtained from the reputed concerns employing more than 800 personnel be enclosed, most preferably Government Department and Organization.
- (C) The bidder should have the experience of completion of similar works in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or any other State Government or Public Sector Banks or Local Bodies/Municipalities as follows:-
- (i) Three similar completed works costing not less than ₹ 20,00,000/- (please indicate the amount equal to 40% of the estimated cost); or
 - (ii) Two similar completed works costing not less than ₹ 25,00,000/- (please indicate the amount equal to 50% of the estimated cost); or
 - (iii) One similar completed work costing not less than ₹ 40,00,000/- (please indicate the amount equal to 80% of the estimated cost).

Tender for Providing Security Services

Tender Notice No. PC-09/2018

- (D) Annual turnover of the bidding Company should not be less than ₹ 45 lakh in last three years. Testimonials to show the Annual turnover should be obtained from the Chartered Accountant and Income Tax Return should be produced.
- (E) Bidders should have Certificate of Registration under various Statutory Acts like PF, PAN, ESI, Act etc., The bidder shall take up the responsibility arising out of any Statutory Act. The University will not bear any liability.

STAGE 2 QUALIFICATION CRITERIA:

Firms shortlisted in pre-qualification will be invited for making presentation in presence of Evaluation Committee at GNLU. Each of the shortlisted Firms will be given a slot of maximum 30 minutes, including 15 minutes for discussions. The Evaluation Committee will assess competency of the firm, their capacity of understanding the needs, and sensitivity to provide services to GNLU on below mentioned parameters:

- Company Profile
- Number of years of existence
- Number of Key Professionals & their experience
- Profile of professionals to be assigned to GNLU
- Profile of Security Services offered to clients
- Experience of serving Educational Institutions
- Track-record, including regulatory compliance

ANNEXURE I
TENDER DOCUMENT (TECHNICAL BID) MANDATORY CONDITIONS FOR
BIDDER

PROFORMA FOR TECHNICAL BID

(In separate sealed cover-I superscripted as Technical bid, Attach a separate sheet mentioning Sr. No. if space is insufficient)

Sr. No.	Particulars	Details			
1	Name & Address of the bidding organization/Agency with Phone No., e-mail and name and telephone/ mobile no. of contact person				
2	Experience in the work of providing Security Guards etc. Particulars of experienced (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 5 years along with a certificate from the agency where the job carried out. The agency must attach copies of certificates(s) about “Satisfactory Performance from previous contractee(s)”.				
3	Name of organization with complete address and telephone no. to whom services provided (you may attach separate sheet)	From	To	Contracted Amount (Rs Per month)	Reason for termination
4	Set of your organization, clearly indication details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service.				
a	Is the Establishment registered with the Government? Please give details of the registration number, licence Number along with document/ evidence				
b	Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment.				

5	Are you covered by the labour legislations, such as ESI,EPF, Gratuity Act etc. (Please specify as applicable)	
6	Please furnish(Attach Copies) EPF No: ESI Code: Gratuity Act Reg. No: Security License Number:	
7	Are you governed by minimum wages rules of the Government of Gujarat, if yes give details	
8	Please attach copy of last return of income tax	
9	Please attach balance sheet of the company duly certified by chartered accountant for last three years.	
10	PAN No: (Please attach copy)	
11	GST Registration No: (Please attach copy)	
12	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
13	Power of Attorney/Authorization for signing the bid documents.	
14	License according to THE PASARA (PRIVATE SECURITY AGENCIES) (REGULATION) ACT, 2005 (Please attach copy)	
15	Details of DD of ₹ 25,000/- towards EMD and DD of ₹ 2,500/- towards Tender Fees. The DD should be in favour of "Gujarat National Law University" payable at Ahmedabad.	

Note: - Make sure that the documents are in the same as order as the above list.

(Signature of bidder with seal)

Name.....

Address..... Fax

& Phone No.....

E-mail.....

Place:

Date:

Tender for Providing Security Services

Tender Notice No. PC-09/2018

ANNEXURE II
PROFORMA FOR FINANCIAL BID
(In sealed cover-II superscribed "Financial Bid")

Sr. No.	Wages	Security Guards (Male/Female)	Security Supervisor	Gun Man	Remark, if any
1	Basic Wages				
2	EPF				
3	EDLI & ADMIN charges				
4	ESI				
5	Total Statutory Charges from (Sr. 2 To 4)				
6	Total Wages and statutory charges (Sr. No.1 + 5)				
7	Service Charges @				
8	Total of (Sr. No.6 & 7)				
9	GST				
10	Grand Total (Sr.No.8+10)				

(Enclose the latest copy of Minimum Wages on basis of which the amount considered)

Declaration by the bidder:

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

Note:

1. No other charges would be payable by client.
2. There would be no increase in rates during the contract period except provision under the terms & conditions and increasing of minimum wages by the govt. time to time(if found financially feasible/applicable to the university).
3. The rates arrived at and quoted by bidder in Row 10. Above will be considered as the price bid and will be payable to the selected bidder.
4. The salary of the guards and other staff should be paid through banks, unless there are compelling reasons for not doing so.
5. The monthly price should be quoted for one guard in each of the category mentioned and it is mandatory to quote for all the category.
6. The bidder should provide monthly pay slip / register and other statutory deduction evidence/ challans details to the University along with Monthly Invoice.

(Signature of bidder with seal)

Name.....

Seal.....

Address.....

Fax &Phone No.....

E-mail.....

Place:

Date:

Tender for Providing Security Services

Tender Notice No. PC-09/2018

ANNEXURE III

GENERAL TERMS & CONDITIONS

'GNLU, Gandhinagar' as used in the Tender document means 'Gujarat National Law University, Gandhinagar'.

1. The "Party/Successful Bidder(s)/Agency/Firm/service provider", as used in the Tender document, shall mean the security Service providers/agency, eligible registered (Under Shops & establishment Act/partnership/company/PWD Registration/others) licensed security service agency/ firms with any of the State Govt./Central Govt. for the supply of Skilled/Semi-skilled, armed/unarmed security personnel for security services on contract basis, who/which has executed the tender form and submitted the quotation in response to GNLU, Gandhinagar tender notice.
2. The EOI/Tender shall mean the present EOI/tender issued by GNLU, Gandhinagar: PC-09/2018 for rate quoting for supply of skilled/semi-skilled/unskilled, armed/unarmed security personnel/ manpower at GNLU, Gandhinagar.
3. It is further clarified that any individual signing the tender or other documents in connection with the tender must certify whether he signs as authorized signatory.
4. The Bidders are advised to study the whole tender document carefully. Submission of rates shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its implications and the cost.
5. The Bidders shall submit the tender in firm's name and any Bid submitted with a different name shall be liable for disqualification and shall be rejected by GNLU, Gandhinagar.
6. Bids prepared by the bidders, preferably typed or in legible hand writing, shall contain all requisite information along with self-attested supporting documents as per the prescribed formats for Submission of Rate duly signed & stamped on each page and with prices clearly written / typed both in figures & words without any overwriting. Overwriting, if any, should be counter signed by the Bidder.
7. Bids not accompanying required information and documents may be rejected at the discretion of GNLU, Gandhinagar. GNLU, Gandhinagar reserves the right to obtain clarifications, if required, after opening of the Technical bid/Financial bid Tender.
8. Bidders shall give their official Address, Fax Numbers, contact No., address (if any) & the name of the contact person to which all correspondences shall be sent by GNLU, Gandhinagar. Also if address is changed, the same shall be intimated in writing to GNLU, Gandhinagar immediately.
9. The firm / service provider should have (at least five years) experience of providing manpower to various Government Department, Public Sector Undertakings/ Autonomous Organizations of Govt. of India. Documents pertaining to such clients/ services provided must be attached.
10. The service providers shall provide the required number of manpower within a period of two weeks from the date of the contract and failure to comply with the same or found deficient in service shall invite penalty fee on per day basis of Rs.5, 000/- or forfeiture of the security deposit and legal proceeding for the omission/deficiencies in service.
11. The firm/agency should have Provident Fund Account No., ESI No. and also submit the challans of amount deposited in these accounts during the previous three years. Firm Should Submit PF, ESI & manpower/Labour License of 50 Employees of Previous 3 Month.

Tender for Providing Security Services

Tender Notice No. PC-09/2018

12. The service agency must have a single work order of minimum 50 no. of manpower deployment with Government Department, Public Sector Undertakings/ Autonomous Organizations of Govt. of India/State.
13. The rates given should not be lower than the wages prescribed under the Minimum Wages Act of Government of Gujarat issued time to time.
14. **Tender Fee:** An amount of ₹ 2,500.00 (Rupees two thousand five hundred only) as tender fee (non-refundable) is to be paid. The payment shall be made by Demand Draft from any Nationalized Bank and paid in favour of “Gujarat National Law University”, payable at Ahmedabad. Bids without Tender Fee will not be accepted. This should be enclosed separately in an envelope and stapled with the Bid document super scribing Tender fee.
15. Earnest Money Deposit (EMD): An amount of ₹ 25,000.00 (Rupees twenty five thousand only) in the form of Demand Draft drawn in favor of —Gujarat National Law University, payable at Ahmedabad as E.M.D. should be enclosed separately in an envelope and stapled with the Technical Bid document super scribing EMD. Any bid without EMD will be summarily rejected. No interest is payable on EMD. EMD will be refunded to the unsuccessful bidder, after 15 days from the completion of the tender process.
16. **Security Deposit:** The successful Bidder(s), on award of LOI and before rendering services, shall deposit and continue to maintain for the entire period of the agreement & extension period (if any) plus three months, a sum equivalent to ₹ 2, 00,000 (Rupees Two Lacs), in the form of Bank Draft / Banker’s Cheque from a Scheduled Bank drawn in favour of ‘Gujarat National Law University, Gandhinagar.’ payable at Ahmedabad. Alternately, unconditional / incontestable Bank Guarantee for the equivalent amount can be submitted. Security Deposit shall not bear any interest, and shall be refunded without interest only on successful completion of the services agreement period including the extension period, if any and after adjustment of all penal measures, if any.
17. The Agency should have been covered under the EPF & ESI Act and all its employees are extended the benefits under the said Acts.
18. **Price:** The price shall be quoted in Indian Rupees only. This shall be inclusive of all taxes, and summary cost of total implementation be indicated.
19. **Bid:** Technical Bid and Price Bid should be submitted in two separate sealed envelope quoting reference number on the top of the envelope. Tender Fee and EMD should be enclosed with the Technical Bid documents, in separate sealed envelopes, stapled with the packet containing Technical Bid documents. The agency may either bid directly or authorize their Country/Regional/State Distributors/Dealers/Agencies, to quote with valid authorization certificate.
20. Acceptance of Tender: The Authority of Gujarat National Law University, Gandhinagar does not bind itself to accept the lowest priced bid and reserves the right to reject any or the entire tender bids received without assigning any reason thereof. The authority may also decide to empanel more than one agency or their certified authorized representative, compliant to minimum specifications asked in the tender. This is in view of the spectrum of services available in the market, requirements of the University.
21. Conditional Offer will not be accepted.

22. Period of Validity: Bids shall remain valid for acceptance for a period of 60 days from the date of opening of the price bid.
23. The benefit of any downward price revision (revision on account of budget/financial policy, tax revision, EPZ etc.) is to be given to Gujarat National Law University, Gandhinagar by the selected OEM/agency.
24. Past Performance of the agency will be judged at the time of Technical Evaluation.
25. The University does not bind itself to offer any explanation to those bidders whose technical bids have not been found acceptable by the Technical Evaluation Committee.
26. The bids (technical and price bids) once submitted shall be the property of the University and shall not be returned to the agency in future.
27. The person/officer signing the tender/bid documents should be authorized by the Chief Executive Office/Managing Director of the Company/agency to sign such documents.
28. Opening of Price Bids: The Price Bid(s) of only those agency(s) who are found technically qualified will be opened and the same will be opened before the technically qualified agency(s).
29. Tenderer or his/her authorized representative (with proper authorization letter for attending opening of technical bids and also for opening of price bids) may choose to be present at the time of opening of Technical Bids/Price Bids.
30. IMPORTANT:
 - a) University may accept or reject any or all the bids in part or in full without assigning any reason and does not bind to accept the lowest bid. The University at its discretion may change the quantity/upgrade the criteria/drop any item or part thereof at any time before placing the service/purchase order/contract awarding.
 - b) A bid submitted with false information will not only be rejected but also the OEM/agency will be debarred from participation in future tendering process.
 - c) The OEMs/Agency need to submit a certificate during opening of technical bids that they are not currently debarred or blacklisted in any state level/national organization or educational institute/university.
 - d) In case of any dispute, the decision of the Director of this University shall be final and binding on the bidders.
 - e) For any query pertaining to this bid document, correspondence be addressed to: The Registrar, GNLU.
 - f) GNLU reserves the right to verify the applicant's credentials/eligibility and also to reject any or all the quotations without assigning any reasons. The conditional bid will not be accepted under any circumstances and shall be summarily rejected.
 - g) Director, GNLU reserves the right to change the specifications and may accept or reject any tender/bids without assigning any reason. The disputes, if any, with reference to tender/resultant contract shall be subject to sole adjudication of Director, GNLU.

SPECIFIC TERMS & CONDITIONS OF TENDER OFFER

1. The service providers shall provide the required number of manpower within a period of two weeks from the date of the contract and failure to comply with the same or found deficient in service shall invite penalty fee on per day basis of Rs.5, 000/- or forfeiture of the security deposit and legal proceeding for the omission/deficiencies in service.
2. The service provider shall appoint a controlling officer/coordinator to ensure coordination between university and the service provider.
3. The Successful bidder/Agency should make adequate inquiries about the character and antecedents of the persons whom they will be deploying. The Agency/Firm shall verify and submit the details, if any, including Police records/cases are pending against them.
4. The character and antecedents of each personnel of the service provider will be verified by the service provider before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience proof of residence and recent photograph and a certification to this effect submitted to the Gujarat National Law University.
5. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of the medical fitness.
6. The service Provider shall withdraw such employees who are not found suitable by the Gujarat National Law University for any reasons immediately on receipt of such instructions.
7. The service provider has to provide Photo identify Cards to the persons employed by them for carrying out the work. These cards are to be constantly displayed & their loss must be reported immediately to the University.
8. The service provider's personnel working in Gujarat national Law University should be polite; cordial positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of the Gujarat National Law University.
9. The service provider shall be responsible for any act of indiscipline on the part of persons deployed. The manpower supplier firms shall not appoint/sublet any sub company/agency to carry out any obligation under the contract.
10. The University may require the service provider to dismiss or remove from the site of work any person or persons employed by the service provider, who may be incompetent or for his/her/their misconduct and service provider shall forthwith comply with such requirements.
11. The Agency/firm will replace any of its personnel immediately, if they are found unacceptable to the Gujarat National Law University for any reasons including security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving notice from the Gujarat National Law University.
12. It is the responsibility of the service provider to comply with prevailing rules and regulations in respect of hiring and supplying manpower including maintaining reservation criteria as per state Govt. Rules & Regulations.
13. Gujarat National Law University shall not be liable for any loss, damage, theft, burglary, robbery of any personal belongings, equipment or vehicles of the personnel of the service providers/agency/firm.
14. The service provider's personnel shall not divulge or disclose to any person any details of office, operational process, technical know-how security arrangements and administrative/organizational matters as all are of confidential/secret nature that can attract legal action against the service provider/agency/firm.

Tender for Providing Security Services

Tender Notice No. PC-09/2018

15. The persons deputed shall not be below the age of 18 years, they shall work cordially in cooperation with the employees of Gujarat National Law University.
16. The service provider's personnel or their legal heirs under no circumstances shall claim any benefit/ compensation/absorption/regularization of services in the Gujarat National Law University under the provision of Industrial Disputes Act, 1947 of Contract Labour (Regulation & Abolition) Act, 1970 or any other Act of the Central/State Government. Undertaking from the person(s) to this effect will be required to be submitted by the service provider to the Gujarat National Law University.
17. The service provider shall ensure proper conduct of personnel deployed in office premises and ensure, enforce prohibition of consumption of alcoholic drinks, pan, smoking, interaction with media, loitering without work and will be required to comply with the Regulations/notices/circulars issued by the University from time to time.
18. The service providers shall engage the necessary personnel as required by the Gujarat National Law University from time to time. The personnel engaged by the service provider shall be employee of the service provider and it shall be the duty of the service provider to pay their salary every month in time. There is no Master & Servant relationship between the employees of the services provider and the University. Further the said person(s) of the service provider shall not claim any benefit from the Gujarat National Law University. Also the service provider should not stop the payment of salary to the engaged personnel on account of delays attributed to the Gujarat National Law University, if any.
19. There shall be an automatic increase in the minimum wages of the personnel provided by the service provider consequent upon any increase on such account effected by any Govt. rules, orders, however, rate quotes finalized through Tender shall remain fixed throughout the continuity of the contract.
20. The transportation, food, medical and any other statutory requirement under the various Act/Govt. Regulations in respect of each personnel of the service provider will be the responsibility of the service provider. This shall include payment of PF, ESI and GST etc. The service provider shall have to furnish the details of every such payments deposited to the respective authorities including PF, ESI etc. in respect of deployed personnel in the university every month prior to the bills submitted for the reimbursements of the actual charges for the services rendered during the month.
21. The service provider shall have to pay the wages and salaries to the personnel deployed in their respective bank accounts.
22. If necessary Gujarat National University may prescribe the take home wages/remuneration amount for particular type of personnel if it thinks fit, (which will be equal or more than minimum prescribed wages laid down for type or manpower as per existing law/ regulations), the service provider shall be liable to comply with the same.
23. Reporting hours including working hours of such personnel deployed will be as per the requirements of the Gujarat National Law University.
24. The personnel may be called on beyond office hours if required. They will be paid extra as per the rates approved by the Gujarat National Law University.
25. The service provider will submit the bills in triplicate in the 1st week of every month for payment to the university. The payment will be made after necessary deduction in terms of nonpermissible absence of the manpower including penalty if any.

26. The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the Gujarat National Law University.
27. The service provider shall provide a substitute to the university well in advance if there is any probability of the person leaving the job due to any reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
28. If, for any reason, the personnel deployed by the service provider proceeds on absence, proper intimation/communication should be done to the controlling officer of the service provider, appointed for coordination with university administration and also to the concerned administration of Gujarat National Law University before such absence/leave. Such communication, In case of medical emergency, must be done on the first day of taking such leave/absence either officially or telephonically clearly indicating the number of day he/she will be absent. The service provider shall be required to provide a substitute in case, the absence exceeds 5 days or even earlier, as per the instructions of the university. Noncompliance of the same will attract the penalty of Rs. 5,000 per day to the service provider.
29. The Departments concerned and office of Gujarat National Law University will certify the performance and attendance of manpower and issue a certificate of satisfactory services of manpower duly signed by the concerned Head of the Department. This certificate has to be enclosed with the bills every month to the Accounts section of the university.
30. Payments to the service provider would be strictly on certification, by the office with which he/she is attached, that his services were satisfactory and attendance as per the bill forwarded by the service provider.
31. The manpower supplier firm shall be responsible for all injuries and accidents to persons employed/deployed. The personnel shall be insured against personal accidents arising out of and during the course of their duties as per the statutory provisions.
32. In the event of injury, illness or mis-happening to any personnel, Gujarat National Law University will be not be liable to pay any compensation. The same shall be compensated by the service provider under the prevailing statutory provisions, Act.
33. The service provider, controlling officer shall be contactable all the time and message(s) sent by E-Mail/Fax/Special Messenger/Phone/Mobile Phone from the University Office to the service provider shall be acknowledged immediately on receipt on the same day. The service provider shall ensure every day that the minimum manpower has been complied with.
34. **Security Deposit:** The successful Bidder(s), on award of LOI and before rendering services, shall deposit and continue to maintain for the entire period of the agreement & extension period (if any) plus three months, a sum equivalent to Rs. 2, 00,000 (Rupees Two Lacs), in the form of Bank Draft / Banker's Cheque from a Scheduled Bank drawn in favour of 'Gujarat National Law University, Gandhinagar.,' payable at Ahmedabad. Alternately, unconditional / incontestable Bank Guarantee for the equivalent amount can be submitted. Security Deposit shall not bear any interest, and shall be refunded without interest only on successful completion of the services agreement period including the extension period, if any and after adjustment of all penal measures, if any.
35. In case, the successful Bidder(s) fails to accept the Letter of Intent (LOI)/Contract in part/full or to abide by any terms & conditions of the Tender or any breach therefore or found bankrupt / insolvent, the Security Deposit will be forfeited.

36. Validity, Extension and Termination of Agreement:

- i) **The Services agreement Period:** The period of contract will initially be for a period of one year from the date of award of contract subject to review of performance every 6 months and will be extendable at the discretion of the Gujarat National Law University after expiry of the contract.
- ii) The successful Bidder has to convey acceptance of Letter of Intent (LOI) within 07 working days of receipt of Letter of Intent (LOI).
- iii) GNLU, Gandhinagar may at any time terminate the services agreement with immediate effect by giving written notice to the successful Bidder, if the successful Bidder becomes bankrupt or otherwise insolvent and for any breach of the agreement, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to GNLU, Gandhinagar.
- iv) The successful Bidder can terminate the agreement with three months' prior notice.
- v) GNLU, Gandhinagar also reserves the right to claim from the successful Bidder for any loss sustained for their misuse of space / not abiding by the Law of the Land /causing damages to the main structure in or outside of the office Space allotted to them.
- vi) Sub-letting/sub-contracting is not permitted.
- vi) That on the expiry of the agreement as mentioned above the agency will withdraw all its personnel and clear its personnel's accounts by paying their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency it shall be the entire responsibility of the agency to pay and settle the same

37. Rates:

- a) The rates offered by the Bidder shall be inclusive of all Govt. Taxes / Levies, statutory contributions, cesses, insurance etc. or any other taxes that may be imposed by any authority in future, which are to be settled and born on equitable basis by the Successful Bidder without any liability on GNLU, Gandhinagar.
- b) The stamp duty and registration charges will be borne by the service provider.
 - i) All expenses for the execution of contract, service Agreement shall be borne by the Successful Bidder.
 - ii) GNLU, Gandhinagar reserves the right to negotiate the rates with the Bidder if necessary.
 - iii) TDS shall be effected by GNLU, Gandhinagar, as per applicable laws.

38. Penalty:

- (i) The service providers shall provide the required number of manpower within a period of two weeks from the date of the contract agreement and failure to comply with the same or found deficient in service shall invite penalty fee on per day basis of Rs.5, 000/- or forfeiture of the security deposit and legal proceeding for the omission/deficiencies in service.
- ii) In case the agency/firm defaults in providing required manpower for three times, service contract will be terminated at the option of the university including forfeiture of the Security Deposit.

- iii) Successful Bidder will be liable for any other Taxes/Charges in addition to the manpower Charges/ license fees including the statutory contributions, which should be borne by them. No way GNLU, will Gandhinagar be held responsible for the same. In the event of any such payment is to be made by GNLU, Gandhinagar, GNLU, Gandhinagar reserves the right to terminate the contract forthwith with forfeiture of the Security Deposit.

39. Recovery of Sum Due:

As per the service contract entered between GNLU, Gandhinagar and the Successful Bidder(s), if any sum of money is recoverable from the successful Bidder, GNLU, Gandhinagar shall be entitled to recover such sum by appropriating in part or full from the Security Deposit already deposited by the Successful Bidder(s).

41. Interpretation:

In the event of any difference in the interpretation of any of the clauses of the service contract and / or the Tender documents, the clarification given by the Registrar of Gujarat National Law University, Gandhinagar shall be final and binding on the Parties.

42. Settlement of Disputes:

- (i) Any dispute or difference whatsoever arising between the parties out of or relating to the Construction, interpretation, application, meaning scope of operation or effect of the service contract or the validity or the breach thereof, shall be referred for settlement to The Director, Gujarat National Law University, Gandhinagar and the award made in pursuance thereof shall be binding on the parties concerning to the arbitration.
- (ii) Any dispute whatsoever shall be subject to the **jurisdiction of Gandhinagar Courts only.**

43. The Security Guards provided by the Agency should be between 18-45 years of age and energetic. Ex-serviceman is preferred as guards.
44. The Agency should provide training to each guard at appropriate training school or training agency before deployment.
45. All guards should be deployed after verification by local police.
46. Guards should be able to operate metal detector, luggage scanner and CCTV system. If required the agency will be required to provide such equipment on rent.
47. Armed guards should have appropriate licence valid for Gujarat State.
48. There must be three shifts per day with 8 hours duty per shift and same person should not be deployed for continuous shifts.
49. If any theft/fire accident occurs due to negligence of Security Guards, the agency will be responsible for the loss and agency shall recoup the loss.
50. Merely applying by giving quotations can't be claimed as a matter of right for awarding the contract.
51. The undersigned reserves the right to terminate the contract at any time without assigning any reasons to the agency.

52. The Selected Agency shall get the verification of character and antecedent done of the security guards and shall submit the bio-data with the photograph of the security personnel to be deployed.
53. If any of the security personnel deployed is found not working satisfactorily, the Agency shall have to withdraw such personnel within 24 hours from this office.
54. Opening of the office doors/locks during morning hours for cleaning and closing the windows/Windowpanes/doors and putting locks after office hours shall be the responsibility of the security personnel on duty. The Security guards shall ensure all the light/fans and other electrical equipment's are switched off after the staff have left.
55. The security guards should have knowledge of switch on the DG set in case of power cut and switch off the DG set also.
56. The agency shall supply whistle, Uniforms, Shoes and caps, torch and cells, baton, stationery for writing duty charts etc. on their own and shall provide supervisor to check the performance of security guards on their own expense.
57. The contract will be awarded initially for one year which may be extended for further period of one year based on performance of the Agency.
58. If the Agency wishes to terminate contract, at least 3 months' notice should be given to this office. The power is reciprocal for the organization also.
59. The Agency shall not be permitted to transfer their rights and obligations under the contract to any other organization/agency during the contractual period.
60. If the agency failed to deploy the person at any day, they shall be liable to pay the penalty that may be informed by/to the organization.

Registrar

Gujarat National Law University, Gandhinagar

ANNEXURE-IV

TECHNICAL BID DOCUMENT FORMAT TO BE FILLED FOR SUBMITTING BID/TENDER FOR SEALED TENDERS ARE INVITED FROM REPUTED, LICENSED AND EXPERIENCED SECURITY AGENCIES FOR PROVIDING OF SINCERE, YOUNG & ENERGETIC SECURITY GUARDS AT THE ABOVE MENTIONED ADDRESS AT GNLU, GANDHINAGAR

- 1) Name of the Bidder/Tenderer:
- 2) Status of the Tenderer: (attach documents, if registered company/partnership/proprietary ship)
- 3) Details of key top official/authorized official: (attach details)
- 4) Details of tie-ups for supply/services, if any: (attach details, agreements, escalation matrix)
- 5) Certified Income Tax returns of previous three assessment year by concerned Income tax authority (copy)
- 6) Financial status of bidder and/or his associates including Annual Report & Balance Sheet/Statement of Account of past three years with Registration of Companies (ROC) receipts duly authenticated by Chartered Accountant, tax authorities.
- 7) Current list/address of clients where similar services has been provided and successfully operational.
- 8) Name of the Agency's three largest clients, to whom similar services were extended & amount of transaction/annual bills to such clients
- 9) Name and address of Agency's bankers and attach a Solvency Certificate from the Bank for a minimum amount of Rs. 10.00 Lakh issued after Tender Date.
- 10) Income Tax Permanent A/c No. (attach copy):
- 11) Details of EMD/Bank Draft No. _____, issuing branch _____ and date _____:

This is certified that all above information are correct to the best of my/our information, knowledge and belief.

Dated signature & seal of the Authorized person of OEM/Agency

NOTE: This is to be submitted in a separate sealed envelope super scribing "TECHNICAL BID", Notice inviting Tender Notice No: PC-09/2018 and name of the bidder. All technical documents like literature, catalogues etc., are to be put in the same envelope. Price bid of that company/firm only will be opened which do technically qualify, for further consideration. Attach all relevant documents in the same serial order as above, properly indexed, duly signed and sealed.

Tender for Providing Security Services
Tender Notice No. PC-09/2018

ANNEXURE – V
SIGNED DECLARATION

- 1) I, ----- Son /Daughter of Mr. -----
----- Proprietor/Partner/CEO/MD/Director/ Authorized Signatory of M/s. -----
----- am competent to sign this declaration and execute this
tender document.
- 2) I have carefully read and understood all the terms and conditions of the tender and hereby
convey my acceptance of the same.
- 3) The information/ documents furnished along with the above application are true and
authentic to the best of my knowledge and belief.
- 4) I/ we/ am are well aware of the fact that furnishing of any false information/ fabricated
document would lead to rejection of my tender at any stage besides liabilities towards
prosecution under appropriate law.
- 5) Each page of the tender document and papers submitted by my Company is authenticated,
sealed and signed, and I take full responsibility for the entire documents submitted.

Signature of the Authorized Person:

Full Name: -----

Company Seal: -----

Date: -----

Place: -----

A : Technical Proposal must contain the following documents :

- 1) Tender Fee of ₹ 2,500/- (two thousand Five Hundred Only) In Favor of Gujarat National Law University, In the form of Demand Draft, Payable At Ahmedabad (Non Refundable)
- 2) Earnest Money Deposit of ₹ 25, 000/- in the form of DD/ drawn in favour of Gujarat National Law University.” Payable at Ahmedabad.
- 3) Letter of transmittal
- 4) Experience Certificates of at least three years
- 5) Terms & conditions duly signed by contractor on each page
- 6) Attested copy of PAN for deduction of Income-tax at source
- 7) Attested copy of GST Registration
- 8) Attested copy of ESIC and other statutory Registrations
- 9) Attested copies of the license/registrations necessary for the supply of security manpower.
- 10) Attested copy of all Required Documents mentioned in Tender Document.

B: Financial Proposal:

- 1) Financial bid shall be submitted in the prescribed format
- 2) The Minimum wages, EPF, ESI, and service charges, service tax etc. should be mentioned separately.
- 3) It is mandatory to quote the rates for all the category of security personnel.

C: Submission of Tenders:

1. The technical bids should be sealed in separate envelope and the name of firm should be super scribed on it.
2. Financial bid shall be submitted in the separate envelope and the name of the firm should be super scribed on it.

Annexure -VII

Gujarat National Law University

Attalika Avenue, Knowledge Corridor, Koba, Gandhinagar, Gujarat 382426

Letter of Transmittal

Date:

To,
The Registrar,
Gujarat National Law University,
Attalika Avenue, Knowledge Corridor, Koba,
Gandhinagar, Gujarat 382426

Dear Sir,

We, the undersigned, offer to provide the skilled / Semi-Skilled and Unskilled armed/unarmed security manpower in accordance with your Tender dated _____ (/ / 2018). We are hereby submitting our proposal, which includes a Technical and financial Proposal Sealed under a separate envelope.

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

The prices quoted by us in the Financial Proposal are valid till six months from the date of submission of the quotation. We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date. Prices have been arrived independently without consultation, communication, agreement of understanding (for the purpose of restricting competition) with any competitor.

We hereby agree and abide to all the terms and condition.

We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

We understand that Gujarat National Law University is not bound to accept the lowest or any proposal or to give any reason for award, of for the rejection of any proposal.

Yours faithfully

Place:

(Signature / Name of Authority)

(Seal of Firm with Registration number signatory / Stamp of firm)

Gujarat National Law University

Attalika Avenue, Knowledge Corridor, Koba, Gandhinagar, Gujarat 382426

Form-I

APPLICATION PROFORMA

To,
The Registrar,
Gujarat National Law University,
Attalika Avenue, Knowledge Corridor, Koba,
Gandhinagar, Gujarat 382426

Subject: Providing security personnel/manpower Services on Contract Basis.

Sir,

The undersigned have read and examined in detail the tender document in respect of providing security manpower services on contract basis do hereby express our interest to provide such services.

Corresponding Details :

1	Name of the firm	
2	Address of the firm	
3	Name if the Contract person to whom all references shall be made regarding this tender	
4	Designation and address of the person to whom all references shall be made regarding this tender	
5	PAN and GST details	
6	Telephone (with STD Code)	
7	Mobile No.	
8	E-mail of the contract person	
9	Fax. No. (with STD Code)	

It is certified that the persons shall engage in duties are competent enough and have necessary qualification for taking up this assignment.

Document forming part of the bid :

The following documents are enclosed :

- I. Prior Experience
- II. Declaration
- III. Earnest Money Deposit
- IV. Letter of authorization (in the name of contract person) representing the company.

Thanking you,

Yours faithfully,
(Signature of Authorized Person)

Place: _____

Name: _____

Date: _____

Designation: _____

Gujarat National Law University

Attalika Avenue, Knowledge Corridor, Koba, Gandhinagar, Gujarat 382426

CHECK LIST

1. Dully completed tender form (Technical & Financial Bid Document)
2. Letter of Transmittal
3. Tender Fee
4. Earnest Money Deposit (Demand Draft of Rs. 25,000/- (Rupees Twenty Five Thousand) in favour of Gujarat National Law University Payable at Ahmedabad.
5. Terms and Conditions of the Tender duly signed by the tenderer.
6. Forms, duly filled in, and enclosed with Technical Bid.
7. Registration No. of the Firm (under Shops & Establishment Act) or Registration No. of the Company (under Companies Act, 1956), as applicable (attach attested copy of certificate).
8. PAN Card of Firm / Company (attach attested copy of PAN Card).
9. Provident Fund Account No. of Firm / Company (attach attested copy of certificate). (Minimum 50 Person , Last 3 months ECR must be submitted along with)
10. Valid License of Minimum 50 Person Should be submitted along with the tender.
11. ESI No. of Firm / Company (attach attested copy of certificate).
12. The details of the turnover for the years last three years should be furnished on their letter head duly signed by the authorized signatory and should be verified by submitting the copy of Income Tax Returns of respective financial years.
13. Copies of contract/service/work order(s) issued by Tenderer's clients.
14. Performance certificate (attested copies) issued by the clients to the bidder, (which should have minimum rating of satisfactory) for the last three years should be signed by client's authorized signatory and it should also be further signed by tenderer/bidder along with the seal of the firm/agency.
15. Financial Bid as specified in must be submitted in the separate envelope, (Financial Bid shall be in a separate envelope).

Signature of the Tenderer

With seal of the Firm /Company