

# HIDAYATULLAH NATIONAL LAW UNIVERSITY, NAVA RAIPUR

## Tender Document for “Security Services at HNLU, Raipur”



### HIDAYATULLAH NATIONAL LAW UNIVERSITY, NAVA RAIPUR, ATAL NAGAR-492 002, CHHATTISGARH

[www.hnlu.ac.in](http://www.hnlu.ac.in)

Online bids are invited under a two-bid system from reputed and experienced agencies on behalf of the Registrar, Hidayatullah National Law University, Nava Raipur, for providing **Security Services at HNLU, Raipur** as per the following schedule.

|  |  |
|--|--|
| Notice Inviting Tender (NIT) No & date   | No. HNLU /2431/NIT/Security Services/2023-24<br><b>Date: 26.07.2023</b>  |
| Place of Supply.                         | Hidayatullah National Law University, Nava Raipur,<br>Atal Nagar-492002 (C.G.)   |
| Bid Submission Start date                | 26.07.2023   |
| Last Date & Time of Submission of Bids   | <b>10.08.2023</b> , 17.00.00   |
| Date of Opening of Technical Bids        | <b>11.08.2023</b> , 15.30.00   |
| Tender Fee                               | Rs.1000/-(non-refundable)  |
| EMD                                      | Rs.2,00,000/-(refundable)  |
| Contact information                      | Registrar<br>Hidayatullah National Law University<br>Nava Raipur-492002<br>Phone:+91-7587017804<br>Email: <a href="mailto:registrar@hnlu.ac.in">registrar@hnlu.ac.in</a> |
| Proposed date to commence the Operations | 01 <sup>st</sup> September 2023  |

# HIDAYATULLAH NATIONAL LAW UNIVERSITY, NAVA RAIPUR

## Tender Document for “Security Services at HNLU, Raipur”

---

In the event of any of the above-mentioned dates being declared as a holiday / closed day, the bids will be opened on the next working day at the appointed time. Manual bids shall not be entertained. Copy of the bid document is available in e-WIZARD Portal <https://hnluewizard.in> and University website i.e. [www.hnlue.ac.in](http://www.hnlue.ac.in). Instructions regarding submission of online bids are available at URL: <https://hnluewizard.in> Please keep visiting our website for any corrigendum/amendments and submit the bid documents accordingly. Changes made in the tender documents due to reasons beyond the control of the University will be uploaded on the website only and no additional notification will be issued in any newspaper.

**Registrar**

### PROCEDURE FOR SUBMISSION OF E-TENDER

The bidders are required to submit soft copies of their bid electronically on the ITI e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the ITI e-Wizard Portal. For more information, bidders may visit the ITI e-Wizard Portal <https://hnluewizard.in>

#### 1) REGISTRATION PROCESS ON ONLINE PORTAL

- a) Bidders to enroll on the e-Procurement module of the portal <https://hnluewizard.in> by clicking on the link “Bidder Enrolment” as per portal norms.
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
- c) Bidders must provide the details of PAN number, registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details. After completion of registration payment, you can also send your acknowledgement copy on our help desk mail id [ewizardhelpdesk@gmail.com](mailto:ewizardhelpdesk@gmail.com) for activation of your account.
- d) The bidders must ensure to get themselves registered on the portal at least 1 week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer respective manuals on website. Tender inviting Authority/Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc
- e) Bidders to register upon enrolment their valid Digital Signature Certificate (DSC: Class III Certificates with signing key and encryption usage) issued by any Certifying Authority recognized by CCA India with their profile.
- f) A bidder should register only one valid DSC. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse. Foreign bidders are advised to refer “DSC details for Foreign Bidders” for Digital Signature requirements on the portal.
- g) Bidder then logs in to the site through the secured login by entering their user ID/password and the password of the DSC / e-Token.

#### 2) Tender Document Search

- a) Various built-in options are available in the e-Wizard Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- b) There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, a form of

contract, location, date, other keywords, etc. to search for a tender published on the Online Portal.

- c) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective '**Interested Tenders**' folder. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- d) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

### 3) **Bid Preparation**

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/PNG, etc. formats.

### 4) **Bid Submission**

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders must pay required payments (Form fee, EMD, Tender Processing Fee etc) as mentioned before submitting the bid
- d) Bidder to select the payment option mode as specified in the Schedule (EMD/FORM FEE Section) to pay the form fee/ EMD wherever applicable and enter details of the instrument.
- e) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
- f) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the

bidders, the opening of bids, etc. The bidders should follow this time during bid submission.

- g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j) Kindly have all relevant documents in a single PDF file.
- k) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

#### **5) Amendment of bid document**

At any time prior to the deadline for submission of proposals, the institutions reserve the right to add/ modify/ delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

#### **6) Instruction to Bidders**

- a) Process for Bid submission through ITI Ewizard portal is explained in Bidder Manual. Bidders are requested to download Bidder Manual from the home page of website (<https://hnluewizard.in>). Steps are as follows:

**(Home page ⇒ Downloads ⇒ Bidder Manuals).**

- b) The tenders will be received online through portal <https://hnluewizard.in>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- c) Possession of Valid Class III Digital Signature Certificate (DSC) in the form of smart card/ e-Token is a prerequisite for registration and participating in the bid submission activities through <https://hnluewizard.in>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available on the web site <https://hnluewizard.in> under the link ‘DSC help’.

# HIDAYATULLAH NATIONAL LAW UNIVERSITY, NAVA RAIPUR

## Tender Document for "Security Services at HNLU, Raipur"

Tenderers are advised to follow the instructions provided in the 'User Guide and FAQ' for the e-Submission of the bids online through the ITI e-Wizard Portal for e-Procurement at <https://hnluewizard.in>

- d) The bidder has to "**Request the tender**" to portal before the "**Date for Request tender document**", to participate in bid submission.
- 7) All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 8) The tender document containing eligibility criteria, scope of work, terms & conditions, and draft agreement can be downloaded from the Website [www.hnlue.ac.in](http://www.hnlue.ac.in). Those who download the tender document from Website should pay a **Tender fee of Rs 1000/- (Rupees One Thousand only)** through online transfer mode only i.e. Debit Card/Credit Card/Net Banking.
- 9) The bidder shall pay **Bid Security (EMD) of Rs. 2,00,000.00 (Rupees Two Lakh only)** through online transfer mode only i.e. Debit Card/Credit Card/Net Banking. along with the technical bid. Bids received without Earnest Money Deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc. at any stage.
- 10) Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
- 11) No deviation to the technical and commercial terms & conditions allowed.
- 12) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bids

### Technical Support

Tel: 011-49606060, [ewizardhelpdesk@gmail.com](mailto:ewizardhelpdesk@gmail.com)

Tariq Anwar: 9355030608, [eprochelpdesk.35@gmail.com](mailto:eprochelpdesk.35@gmail.com)

Saikat Pal: 9355030620, [eprochelpdesk.38@gmail.com](mailto:eprochelpdesk.38@gmail.com)

### TERMS & CONDITIONS

#### A. Scope of Work:

1. The Agency shall provide Security services by deploying adequately trained and well-disciplined security personnel, who shall safeguard the HNLU Campus, Nava Raipur, buildings, movable and immovable assets, equipment, and other items at the above address from any thefts, pilferage or damage and also ensure the safety of the students, employees, visitors, guests or any other persons working in its complex / premises.
2. The Agency shall provide 50 numbers of guards including 10 % lady guards. The agency will provide additional security guards whenever required (Actual number to be deployed may be more or less, depending on the requirement.)
3. The total of 50 security personnel shall be deployed round the clock in 3 shifts at the HNLU, Nava Raipur to safeguard of the premises.
4. The Security Agency will be responsible for all police liaison work.
5. The security personnel engaged should be able to maintain documents and verify Identity Cards, Vehicle passes, etc. as per the security guidelines of the University.

# HIDAYATULLAH NATIONAL LAW UNIVERSITY, NAVA RAIPUR

## Tender Document for "Security Services at HNLU, Raipur"

---

6. The Agency shall be responsible for opening/closing of the building and rooms as necessitated/directed by the Authorized Personnel located at HNLU, Nava Raipur site on working and closed days.
7. The Agency shall ensure that water taps / lights / ACs are not left open/on, after the close of working hours on normal working days as well as on off days, as the case may be. This will also include maintaining the appropriate amount of water in the supply tank if required.
8. The Agency shall maintain records of inward and outward movement of Students, HNLU, Nava Raipur Employees, Guests & Visitors, and Sub-Contractor Personals along with the inward & outward record of materials & vehicles, etc. with proper checks on the same as per instructions given from time to time by HNLU, Nava Raipur.
9. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert. If it is found at any time that any security guard deployed on the campus misbehaves and does not perform his/ her duty appropriately, the agency shall arrange for a suitable replacement based on the instructions of the University.
10. Simulated exercise of intrusion / forced entries / various other contingencies may be carried out once in a month.
11. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at HNLU, Nava Raipur site. A mock fire drill may be organized every month in the presence of all the security guards.
12. The Agency shall keep the Client informed of all the matters of security and co-operate in the investigation of any incident relating to security.
13. The Agency will carry out any other work allotted by this office related to the security of the premises.
14. The agency shall maintain a Daily Attendance Register which will be verified by the authorized person of the University.
15. The security guards deployed at the University should be able to perform ceremonial parades on various events such as Independence Day, Republic Day, Foundation day, etc.

### **B. Eligibility Criteria:**

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted and registered who possesses the required licenses, registrations (such as Private Security Agencies (Regulation) Act 2005), etc. as per law valid at least for 12 months from the date of the opening of tender. Please note that preference will be given to those agencies who are engaged in the rehabilitation and resettlement of ex-servicemen & impaneled/registered with DGR.
2. The Bidder shall have at least 5 years' experience in providing Security services in State Govt./Central Government/PSU/Autonomous Body under Government/Govt. Institutions etc. The bidder should have provided a similar service of at least
  - a. One Contract worth Rs. 80,00,000/- or
  - b. Two Contracts worth Rs. 60,00,000/- each or
  - c. Three Contracts worth Rs. 40,00,000/- each in the last five years in State/ Central Government/ PSU/ Autonomous Body under Government/ Govt. Etc. along with a Performance certificate.
3. Proof of financial statement for three financial years with the Income-tax return, which must have at least an annual turnover of Rs.2 crores in the last three financial years.
4. There should be no case pending with the police against the Proprietor / Firm / Partner or the Company (Agency).

# HIDAYATULLAH NATIONAL LAW UNIVERSITY, NAVA RAIPUR

## Tender Document for "Security Services at HNLU, Raipur"

---

5. The bidder shall have the following Registrations and details the same as provided in the Technical Bid:

- (a) PF Registration
- (b) GSTRegistration
- (c) ESI Registration
- (d) Valid License, issued by Regional Labour Commissioner, Govt. of India, or should give an undertaking that the bidder would obtain it positively within 30 (Thirty) days of the award of the work ( in case license has lapsed).
- (e) Registration / License of Private Security Agencies (Regulation) Act 2005

6.As per The Contract Labour (Regulation) Act, 1970, it is very essential to maintain the following records for the contractor and should be maintained.

- (a) Employment Card
- (b) Register of persons employed
- (c) Employee provident fund as per EPF rules the deduction is to be made from the wage of workers deposited with requisite amount to EPF commissioner.

If the bidder fails to obtain the valid license within the stipulated period, for whatsoever reason, this Agreement shall automatically stand terminated and HNLU, Nava Raipur shall be at liberty to recover losses, if any, from the Security Deposit / EMD of the bidder.



### C. Information and Conditions relating to Submission of Bids

1. The period of the contract shall be for 02 years which may be extended by another year at the same cost, terms, and conditions, by mutual agreement depending on the performance of the Agency and at the discretion of the Competent Authority of HNLU.
2. The interested agencies are required to online fill out the technical and financial bids separately.
3. All the pages of the tender should be signed by the owner of the firm or his Authorized Signatory. In case the tenders are signed by the Authorized Signatory, a copy of the power of attorney/authorization may be enclosed along with the tender.
4. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as a token of acceptance of the terms & conditions.
5. The bidder shall pay Bid Security /EMD of Rs. 2,00,000.00 (Rupees Two Lakh only) through online transfer mode only i.e. Debit Card/Credit Card/Net Banking along with the technical bid. Bids received without Earnest Money Deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc. at any stage.
6. The Bid Security /EMD shall be returned to the unsuccessful bidders after the finalization of the contract without any Interest.
7. As a guarantee towards due performance and compliance of the contract work, the successful bidder (Agency) will deposit an amount equal to 5 % (Five) of the Annual Contract value towards Performance Security Deposit by way of demand draft /BG in favour of “Registrar Hidayatullah National Law University, Raipur” drawn on any Nationalized Bank / Scheduled Bank and payable at Raipur. A Bank Guarantee Bond of a scheduled bank in the prescribed format is also acceptable in this regard.
8. The EMD shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms & conditions of the contract.
9. The bid shall be valid and open for acceptance of the competent authority for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and/or withdrawal of tender on any ground by successful bidder shall be entertained.
10. To assist in the analysis, evaluation, and computation of the bids, the competent authority, may ask bidders through mail at registrar@hnl.ac.in, individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
11. All the pages of the bid should be duly numbered and indexed to enable easy tracking of records.
12. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has got the highest composite score after complying with the provisions of the code on wages. In case two or more agencies are found to have quoted the same rates, the Competent Authority, HNLU, and Nava Raipur shall decide about the Agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. Such a decision by Competent Authority shall be final.
13. The quoted rates shall not be less than the minimum wages of Chhattisgarh and shall include all statutory obligations. The rate quoted should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI contribution etc., bonus, insurance, leave salary etc.

# HIDAYATULLAH NATIONAL LAW UNIVERSITY, NAVA RAIPUR

## Tender Document for "Security Services at HNLU, Raipur"

---

14. HNLU, Nava Raipur reserves the right to accept or reject any or all bids without assigning any reasons. HNLU, Nava Raipur also reserves the right to reject any bid which in his opinion is nonresponsive or violating any of the Conditions /specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

### **D. Terms and Conditions:**

1. Duties of the security supervisor and guards will be three (3) shifts of 8 hours each.
2. The Agency shall ensure that the security personnel deputed are physically fit and emotionally stable. The Agency will get their antecedents, character and conduct verified and submit a copy of Police Verification to HNLU, Nava Raipur before engaging the new Security Guard.

#### **A. Qualitative Requirements – Security Guards**

- Minimum High School or equivalent pass
- Minimum Age 25 Year & Maximum Age 45 Year
- Minimum Height- 5.3" (Male) & 5.0" (Female)
- Weight-60 Kg – 80 Kg (Male) & 48 kg - 65 kg (Female)
- Able to walk and patrol 8 hours a day
- Climb steep stairs or a ladder
- 20/20 vision (or corrected to 20/40 with glasses).
- Able to read and write in Hindi & English both.
- No history or presence of any psychiatric disorder
- No disabilities
- Relevant experience: Min.5 years for General security guard

#### **B. Qualitative Requirements-Security Supervisor**

- Ex-Serviceman
  - Minimum Graduate or equivalent
  - Minimum Age 35 Year & Maximum Age 50 Year
  - Minimum Height- 5.8" (174 cm)
  - Minimum Weight-65 Kg & Maximum Weight-80 Kg
  - Physically fit and healthy.
  - Good Communication skill.
  - Able to read and write in Hindi & English Both.
  - No history or presence of any psychiatric disorder
  - No disabilities
  - Emotionally stable
  - Relevant experience: Min.10 years
3. The full particulars of the personnel to be deployed by the Agency including their names & addresses shall be furnished to HNLU, Nava Raipur along with testimonials before they are actually deployed for the job.
  4. The Agency shall not deploy or shall discontinue deploying the person(s), if not desired by the University, at any time without assigning any reason whatsoever.

# HIDAYATULLAH NATIONAL LAW UNIVERSITY, NAVA RAIPUR

## Tender Document for "Security Services at HNLU, Raipur"

---

5. A local representative of the Agency shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. The security personnel shall be equipped with the latest systems (mobile, talkie-talkies, handheld metal detectors, etc.).
6. Night Guards shall be equipped with proper protection and lighting devices. While working at the premises of HNLU, Nava Raipur, they shall work under the directives and guidance of the authorized person and will be answerable to the authorized person. This will, however, not diminish in any way, the Agency's responsibility under contract to the HNLU, Nava Raipur.
7. The Agency shall deploy security guards trained in all facets of security work, including firefighting and crowd-handling. The Agency shall provide necessary undertaking and documentary evidence in this regard.
8. The visitors shall be regulated as per the instructions of HNLU, Nava Raipur, and procedure and records thereof maintained as stipulated by the authorized person. Further, the visitors shall be attended to with due courtesy.
9. A senior level representative of the Agency shall visit HNLU, Nava Raipur premises at least once a month and review the service performance of its personnel. During the visit, Agency's representative will also meet the officer dealing with service under the contract for mutual feedback regarding the work performed by his personnel and the removal of deficiencies, if any, observed in their work.
10. The Agency shall ensure that any replacement of the personnel, as required by HNLU, Nava Raipur for any reason specified or otherwise, shall be effected promptly without any additional cost to the HNLU, Nava Raipur. If the agency wishes to replace any of the personnel, the same shall be done with the prior concurrence of HNLU, Nava Raipur at the Agency's own cost. The actual requirement of manpower may vary from time to time. The 'Agency' will provide such increased or decreased manpower as per demand.
11. The Agency shall provide reasonably good uniforms with name badges to its personnel deployed at HNLU, Nava Raipur site at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as belts shoes, socks, caps, torches with cell, cane sticks, gun, bullets, etc. shall be borne/supplied by the Agency at its cost.
12. The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the HNLU, Nava Raipur/ Govt. of India / any State or any Union Territory.
13. The minimum number of guards deployed shall be commensurate with the requirement of the University. Further, the contractor should be in a position to deploy additional guards as required by the University from time to time.
14. The service provider shall ensure that the guards deployed are punctual, disciplined, and vigilant in the performance of their duty. The service provider shall engage medically and physically fit persons and they shall be duty-bound to display the same at the time of providing the service. All the employees shall wear the uniform with an identification badge issued by the service provider. The Contractor should parade the full strength of guards and supervisors in uniform for inspection by an authorized person of HNLU, Nava Raipur before the commencement of the contract.

# HIDAYATULLAH NATIONAL LAW UNIVERSITY, NAVA RAIPUR

## Tender Document for “Security Services at HNLU, Raipur”

---

15. The guards deployed by the service provider shall be the employees of the service provider for all intent and purpose and in no case, shall a relationship of employer and employee between the said persons and the HNLU, Nava Raipur accrue implicitly or explicitly. The persons so deployed shall remain under the control and supervision of the service provider and he shall be liable for payment for their wages etc. and all other dues which the service provider is liable to pay under various labour regulations and other statutory provisions. In case of termination of this contract on its expiry or otherwise, the security personnel engaged by the service provider shall not be entitled to and shall have no claim for any absorption nor for any relaxation for absorption in the regular/ otherwise capacity in HNLU, Nava Raipur.
16. HNLU, Nava Raipur shall pay the agreed amount on the production of the monthly bill (in duplicate) to the office of the Registrar after that is thoroughly verified by the Purchase Committee Office for the amount due towards service rendered during the preceding one month. The monthly bill shall include supporting documents towards receipt of payment by the persons employed including a copy of the Monthly pay slip. The service provider must make payment to guards/shiftin-charge/unit-in-charge through a bank. No other charges of any kind shall be payable. No advance payment shall be made to the agency. There would be no increase in rates payable to the agency during the contract period except in case of enhancement of Minimum wages/VDA by the State Govt. of Chhattisgarh. The income tax as applicable shall be deducted from the bill unless exempted by the Income-Tax Department. The service provider shall also submit the proof of having deposited the amount of contribution on account of ESI, EPF, and GST towards the persons deployed in their respective names before submitting the bill for the subsequent month. In case, the tenderer fails to do so, the University shall recover the same from the dues of the contractor and remit the contribution directly to the concerned authorities in the code of the contractor. Further necessary action as deemed fit will be taken against the contractor.
17. The service provider shall not be allowed to transfer, assign, pledge, or sub-contract its right and liabilities under this contract to any other agency without the prior written consent of HNLU, Nava Raipur.
18. The day-to-day functioning of the services shall be carried out in consultation with and under the direction of HNLU, Nava Raipur. Proposals for the efficient functioning of the security systems shall be discussed, considered, and implemented from time to time by the agency with the approval of HNLU, Nava Raipur.
19. The Agency shall be solely responsible for compliance with the provisions of various Labour and industrial laws, such as wages, allowances, compensations, EPF, and Bonus. Gratuity, ESI etc. relating to personnel deployed by it at HNLU, Nava Raipur site, or for any accident caused to them, and the University shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the First week of the next month irrespective of any delay in settlement of its bill by HNLU, Nava Raipur for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Security Agency shall specifically ensure compliance with various Laws / Acts, including but not limited to the following and their re-enactments/amendments/modifications: -

# HIDAYATULLAH NATIONAL LAW UNIVERSITY, NAVA RAIPUR

## Tender Document for "Security Services at HNLU, Raipur"

---

- (a) The Code of Wages, 2019
  - (b) Code on occupational health and Safety– 2000
  - (c) The Factory Act 1948
  - (d) The Contract Labour (Regulation) Act, 1970
  - (e) Code on Social Security 2020
  - (f) The Payment of Gratuity Act, 1972
  - (g) The Employment of Children Act, 1938
  - (h) The Motor Vehicle Act, 1988
  - (i) Private Security Agencies (Regulation) Act 2005
20. In case of any theft or pilferage, loss, or other offenses, the agency will investigate and submit a report to HNLU, Nava Raipur and maintain liaison with the police. FIR will be lodged by HNLU, Nava Raipur, wherever necessary. If need be, a joint inquiry comprising both parties shall be conducted, and responsibility fixed.
21. The agency shall ensure that security staff appointed by them is fully loyal to and assist HNLU, Nava Raipur during normal periods as well as during strikes and other emergencies for the protection of personnel and property both movable and immovable to the entire satisfaction of the HNLU, Nava Raipur. The security staff shall adhere to the Security Policy as approved by the Competent Authority of the University from time to time.
22. In case of any loss that might be caused to the HNLU, Nava Raipur including the residential area within the HNLU Campus due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency, and in this connection, HNLU, Nava Raipur shall have the right to deduct the appropriate amount from the bill of contracting agency to recover such loss to HNLU, Nava Raipur besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, HNLU, Nava Raipur shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
23. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangements to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve.
24. As and when HNLU, Nava Raipur requires additional security strength on a temporary or emergent basis, the Agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by HNLU, Nava Raipur. Similarly, if the security personnel deployed by the agency at any time are found absent from duty or sleeping or found engaged in irregular activities, HNLU, Nava Raipur shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for nonobservance of the terms of contract and termination service of the guard.
25. The Agency shall arrange to maintain at the security desk/ booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure

# HIDAYATULLAH NATIONAL LAW UNIVERSITY, NAVA RAIPUR

## Tender Document for “Security Services at HNLU, Raipur”

---

time. The Agency shall submit to HNLU, Nava Raipur an attested photocopy of the attendance record and enclose the same with the monthly bill.

26. HNLU, Nava Raipur shall pay the agreed amount on the production of the monthly bill. No other charges of any kind shall be payable.
27. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the Statutory Wages revised by the State Government.
28. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
29. The Security personnel deployed by the Agency shall have at least the minimum elementary knowledge of reading and writing so as to be able to make entries in the registers kept at the security desk/booth whenever required and also to write their names in the Attendance Register and mark their arrival and departure by signing in the register.
30. In case of non-compliance/ non-performance of the services according to the terms of the contract, HNLU, Nava Raipur shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the Contract.
31. The Agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The Agency shall fully indemnify HNLU, Nava Raipur against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in HNLU, Nava Raipur premises/facility.
32. The decision of HNLU, Nava Raipur in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
33. In case of any dispute between the Agency and HNLU, Nava Raipur, HNLU, Nava Raipur shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Raipur.
34. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a Sole Arbitrator to be appointed by Registrar, HNLU, Nava Raipur. The provisions of the Arbitration and Conciliation Act 1996 shall be applicable.
35. Penalty Clause-In case of any irregularities noticed, the penalty amount will be levied by HNLU, Nava Raipur up to the extent of 10% of the monthly charges due for the relevant month, after issuing show cause notice to the agency and considering the explanation of the agency, if submitted within the stipulated time. Repeated irregularities will make the agency liable for cancellation of the contract with forfeiture of the Security deposit.
36. An agreement shall be signed with the successful bidder as per the specimen enclosed.

### Note:

These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between ‘Client’ (First Part) and the ‘Agency’ (Second Part) and any non-compliance/violation of

# HIDAYATULLAH NATIONAL LAW UNIVERSITY, NAVA RAIPUR

## Tender Document for "Security Services at HNLU, Raipur"

instructions/suppression of facts shall be deemed as a breach of the Contract/Agreement without any reference.

### "TENDER FOR PROVIDING SECURITY SERVICES AT HNLU, RAIPUR"

(Documents related to Eligibility Criteria should be uploaded in E-Procurement Portal)

| S. No. | Particulars  | Details | Checklist | Pg. No. |
|--------|--|---------|-----------|---------|
| 1.     | Name & Address of the Firm/Agency with phone number, email and name and mobile number of contact person.   |         |           |         |
| 2.     | Experience in the work of providing Security Services. Particulars of experience (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 Performance Certificate from the organization where the job was carried out for the last 5 years.<br>The bidder should have provided a similar service of at least 1 Contract worth Rs. 80,00,000/- or 2 contracts worth Rs. 60,00,000/- each or 3 Contracts worth Rs. 40,00,000/-<br>Each in last five years in State/ Central Government/ PSU/ Autonomous Body under Government/ Govt. Higher Educational Institutions along with Performance certificates. |         |           |         |

| Sr.No. | Name of Organization with complete address and telephone numbers to whom services provided | From | To | Total contract period (in Months) | Total contract amount (in Rs.) | Reason for termination |
|--------|--|------|----|-----------------------------------|--------------------------------|------------------------|
| i      |  |      |    |                                   |                                |                        |
| ii     |  |      |    |                                   |                                |                        |
| iii    |  |      |    |                                   |                                |                        |
| iv     |  |      |    |                                   |                                |                        |
| v      |  |      |    |                                   |                                |                        |
| vi     |  |      |    |                                   |                                |                        |

# HIDAYATULLAH NATIONAL LAW UNIVERSITY, NAVA RAIPUR

## Tender Document for "Security Services at HNLU, Raipur"

| S. No. | Particulars   | Details | Checklist | Pg. No. |
|--------|---|---------|-----------|---------|
| 3.     | Set-up of your Agency, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service |         |           |         |
| (a)    | Is the establishment / agency registered under Private Security Agencies (Regulation) Act 2005 (PSARA); Please give details with document/evidence.                               |         |           |         |
| (b)    | Is the establishment/ agency registered / empanelled with Registrar at e-General Resettlement (DGR); please give details with document/evidence.                                  |         |           |         |
| (c)    | Do you have Labour license? Please provide details and attach a copy.   |         |           |         |
| (d)    | Do you have a Licenses to keep armed guards and license for guns/shots should also been closed?   |         |           |         |
| (e)    | The undertaking of the Agency confirming the Availability of the adequate manpower of requisite qualification and experience for deployment in HNLU, Nava Raipur.                 |         |           |         |
| 4      | EPF No. (Please attach copy)  |         |           |         |
| 5      | ESI Code (Please attach copy)   |         |           |         |
| 6      | Proposed Work plan  |         |           |         |
| 7      | Testimonial in support of ongoing contract  |         |           |         |
| 8      | Any other relevant information  |         |           |         |

### Declaration by the Bidder:

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

Place.....

(Signature of Bidder with seal)

Date.....

Name:

Address:

E-mail:



# HIDAYATULLAH NATIONAL LAW UNIVERSITY, NAVA RAIPUR

## Tender Document for “Security Services at HNLU, Raipur”

### **Bid Evaluation Scheme:**

Evaluation will be based on a composite score. The composite score will be calculated as described below.

1. 50% of the weight age shall be given to the technical bid and 50 % to financial bid. The technical bid will carry a maximum mark of 50. The maximum marks for each activity of technical and financial bid on the basis of submitted documents, is as under:

| <i>S. No.</i> | <i>Particulars</i>   | <i>Total Marks</i> | <i>Allocation of Marks</i>                            | <i>Remarks</i> |
|---------------|--|--------------------|---|----------------|
| <b>01.</b>    | <b><i>Background of the agency</i></b>   |                    |   |                |
| <b>a)</b>     | <b><i>Experience of the agency in years</i></b>  |                    |   |                |
|               | < 5 Years  | 5                  | 1   |                |
|               | 5 Years –7 years   |                    | 3   |                |
|               | > 7 Years –10 years  |                    | 4   |                |
|               | > 10 Years   |                    | 5   |                |
|               |  |                    |   |                |
| <b>b)</b>     | <b><i>Annual Turnover of the agency</i></b>  |                    |   |                |
|               | < 80 Lakhs   |                    | 0   |                |
|               | ≥ 80 Lakhs but <1.5 crore  |                    | 1   |                |
|               | ≥ 1.5 crore but <3.0 crore   |                    | 3   |                |
|               | ≥ 3.0 crore  |                    | 5   |                |
|               |  |                    |   |                |
| <b>c)</b>     | <b><i>Number of trained manpower with relevant experience</i></b>  |                    |   |                |
|               | 50 guards  | 5                  | 1   |                |
|               | 50 – 100 guards  |                    | 2   |                |
|               | 101 – 200 guards   |                    | 3   |                |
|               | >200 guards  |                    | 5   |                |
|               |  |                    |   |                |
| <b>d)</b>     | <b><i>Experience of handling similar work in Central State Govt. funded higher educational Institution/ PSU/ Autonomous Institution Organization during last five (5) years (with contract value greater than Rs.80 lakhs)</i></b> |                    |   |                |
|               | 3 marks for each organization subject to maximum of 15 (with in a period of preceding 5 years)   | 15                 | 3 marks each for “Good”, “Excellent” or “Outstanding” |                |
|               | (performance certificate from each needs to be provided)   |                    |   |                |
| <b>e)</b>     | <b><i>Ongoing contracts near the campus (within 200 km) of similar nature as mentioned in point (d)</i></b>  |                    |   |                |
|               | 1 – 2  |                    | 2   |                |
|               | ≥ 3  | 5                  | 5   |                |
|               |  |                    |   |                |

# HIDAYATULLAH NATIONAL LAW UNIVERSITY, NAVA RAIPUR

## Tender Document for "Security Services at HNLU, Raipur"

| <i>S. No.</i> | <i>Particulars</i>  | <i>Total Marks</i> | <i>Allocation of Marks</i> | <i>Remarks</i> |
|---------------|---|--------------------|----------------------------|----------------|
| <b>02.</b>    | <b>Presentation and demo (Maximum 10 slides)</b>                                      |                    |                            |                |
| <b>a)</b>     | <b>Proposed work plan</b>   | 10                 |                            |                |
| <b>b)</b>     | <b>Ability to extend quality service including firefighting and rescue operations</b> | 5                  |                            |                |
|               |   |                    |                            |                |
| <b>03.</b>    | <b>Total Marks of Technical Evaluation (01+02)</b>                                    | 50                 |                            |                |
| <b>04.</b>    | <b>Score on Financial Proposal</b>  | 50                 |                            |                |
| <b>05.</b>    | <b>Combined Score (03+04)</b>   | 100                |                            |                |

2. After clearing the minimum marks (to be decided by the committee) in the above table will be shortlisted for further evaluation based on the evaluation marks.
3. After the technical bid, the financial bids for only those bidders will be opened who clear the Technical bid. The bid evaluation will be done under Combined Quality cum Cost Based Systems and the bidders who scores highest marks will be selected.
4. The financial offers of only the shortlisted bidders (technically qualified bidders) will then be opened. The lowest bid shall be given a financial score (FS) of 50 points. The financial score (FS) of other bidders will be determined using the formula:  $FS = 50 * FP / F$ , in which FP is the lowest financial bid, and F is the Financial bid of the particular vendor. Scores obtained on financial offer will be added to scores obtained on technical offer to get a consolidated score (CS) according to the formula:  $CS = TS + FS$ . Bidder with the highest consolidated score will be selected. If there is a tie in the overall score, the vendor with the higher score on the financial offer will be selected.
5. Further discussions related to the awarded scores by the committee will not be entertained.

# HIDAYATULLAH NATIONAL LAW UNIVERSITY, NAVA RAIPUR

## Tender Document for "Security Services at HNLU, Raipur"

### FINANCIAL BID "TENDER FOR PROVIDING SECURITY SERVICES AT HNLU RAIPUR"

| S. No. | Description   | Rate for Security Guard perman per day | Rate for Security Supervisor per man per day |
|--------|---|--|--|
| 1.     | Minimum Wages per man per day (Basic Wages plus Variable Dearness Allowance) as per Labour Department, Chhattisgarh Government, under The Minimum Wages Act, 1948 |  |  |
| 2.     | EPF@12.5% of S.No.1   |  |  |
| 3.     | ESIC@3.25% of S.No. 1   |  |  |
| 4.     | Contractor Premium / Service Charges per man per day  |  |  |
| 5.     | Grand Total per man per day   |  |  |

#### NOTE:

1. *GST will be paid extra as applicable.*
2. *HNLU, Nava Raipur may ask to depute additional Security Guards with or without arms as and when needed.*
3. *The Agency has to provide uniform, Identity Card, Batten, Umbrella, Heavy Duty Torch, Raincoat, winter cloth etc. to each Security Guard.*
4. *No other charges would be payable by Client.*
5. *There would be no increase in rates during the Contract period except provision under the terms & Conditions.*

#### 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 by them.

Place .....

Date .....

(Signature of Bidder with seal)

Name:

Seal:

Address:

Phone(O):

Email:

# HIDAYATULLAH NATIONAL LAW UNIVERSITY, NAVA RAIPUR

## Tender Document for "Security Services at HNLU, Raipur"

---

### FORMAT OF AGREEMENT

---

#### **(To be made on Rs 100.00 Non-Judicial Stamp Paper)**

This agreement is made at Raipur on the day of \_\_\_\_ between the Registrar on behalf of HNLU, Nava Raipur, having its office at HNLU, Nava Raipur, Campus, Nava Raipur, Atal Nagar– 492001 (hereinafter called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Part.

And

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Part.

WHEREAS the 'Client' is desirous to engage the 'Agency' for providing Security Services for HNLU RAIPUR at Raipur on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial, and any other laws applicable and all statutory obligations, such as Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, WCP etc. relating to security personnel deployed in HNLU RAIPUR. The 'Client' shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/ medical/health-related liability/ compensation for the personnel deployed by it at HNLU, Nava Raipur site. The 'Client' shall have no liability in this regard.
3. Any violation of instruction/ agreement or suppression of facts will attract cancellation of the agreement without any reference or any notice period.
4. The contract can be terminated by the 'Agency' by giving a three-month notice and be terminated by the 'Client' by giving one-month notice in advance.
5. In case of non-compliance with the contract, the 'Client' reserves its right to a) Cancel/revoke the contract; and/or b) Impose a penalty of up to 10% of the Total monthly bill.
6. Security Deposit equal to 5% of the Annual Contract Value (refundable without interest after two months of termination of the contract) in the form of a Pay Order / Demand Draft or Bank Guarantee shall be furnished by the 'Agency' at the time of signing of the Agreement.
7. The 'Agency' shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in the HNLU RAIPUR site. The University will make release the payment to the contractor by the 10th of every month.
8. The security personnel provided by the 'Agency' will not claim to become the employees of HNLU RAIPUR and there will be no Employee and Employer relationship between the personnel engaged by the 'Agency' for deployment in HNLU, Raipur site.
9. There would be no increase in rates payable to the 'Agency' during the contract period except reimbursement of the statutory wages revised by the Central Govt.

**HIDAYATULLAH NATIONAL LAW UNIVERSITY, NAVA RAIPUR**  
**Tender Document for “Security Services at HNLU, Raipur”**

---

10. The ‘Agency’ also agrees to comply with the annexed Terms and Conditions and amendments thereto from time to time.
11. Decision of ‘Client’ in regard to the interpretation of the Terms and Conditions and the Agreement shall be final and binding on the ‘Agency’.
12. The ‘Agency’ shall ensure full compliance with the tax laws of India with regard to this Contract and shall be solely responsible for the same. The ‘Agency’ shall keep ‘Client’ fully indemnified against liability of tax, interest, penalty etc. of the ‘Agency’ in respect thereof, which may arise.
13. In case of any dispute between the ‘Agency’ and ‘Client’, ‘Client’ shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Raipur. The ‘Agency’ also agrees to comply with annexed Terms and Conditions and amendments there to from time to time.
14. The ‘Agency’ shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The ‘Agency’ shall keep ‘Client’ fully indemnified against liability of tax, interest, penalty etc. of the ‘Agency’ in respect thereof, which may arise.

This Agreement will take effect from \_\_\_\_\_. The period of contract will be valid for two years and it may be further extended on mutual agreement subject to the satisfactory performance by the service provider.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Raipur in the presence of the witness:

For and on behalf of the ‘Agency’

For and on behalf of the ‘HNLU, Nava Raipur’

Signature of the authorized Official

Signature of the authorized Official

Name of the Official

Name of the Official

Stamp/Seal of the ‘Agency’

Stamp/Seal of the ‘HNLU, Nava Raipur’

**SIGNED, SEALED, AND DELIVERED**

(Name) \_\_\_\_\_  
\_\_\_\_\_

(Name) \_\_\_\_\_  
\_\_\_\_\_

On behalf of the ‘Agency’ in presence of

on behalf of the ‘HNLU, Nava Raipur’ in

Presence of Witness \_\_\_\_\_ Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_