



TENDER DOCUMENT FOR HIRING OF SECURITY SERVICES

AT

TEZPUR UNIVERSITY

Tezpur University, Napaam-Assam

Tezpur 784028

1. Introduction:

Tezpur University was established on January 21, 1994, by an Act of Parliament of India, as a non-affiliating and residential Central University. The University is located at Napaam, about 15 km east of Tezpur town in the Sonitpur District of Assam.

2. Aims and Objective of the Tender:

Tezpur University intends to hire security services from reputed and experienced security service provider (hereinafter referred to as "Agency") for providing Male and Female Security Guards at Tezpur University.

Note: Bidders are advised to study the bid document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications.

3. Important Events and Dates:

Tender Name	Security Services at Tezpur University
Tender No.	ET-NIQ-3355
Tender Form issued by	The Registrar, Tezpur University
Authorized Officer for Clarifications	Deputy Registrar, GA, Tezpur University
Availability of Tender Form/bid	Tender documents may be downloaded from CPPP portal and Tezpur University web site www.tezu.ernet.in
Bid document download end date	14/02/2024
Date of Opening of Technical Bid	15/02/2024
Date of Opening Financial Bid	Would be indicated later on CPPP portal
Tender Fee (Non-refundable)	Rs. 5,000/-
EMD (Earnest Money Deposit)	Rs. 3,00,684/-
Performance Bank Guarantee	To be intimated on a later date
Estimated Cost	Rs. 1,50,34,198/-

In case of any holiday on the day of opening the tenders will be opened on the next working day at the same time.

Manual bid/tender will not be accepted under any circumstances. Incomplete bid/documents shall be rejected without giving any reason. The EMD and tender fee is to be submitted in a sealed envelope, superscribed the Tender name/date and the name of the agency and must reach "**Deputy Registrar (GA), Tezpur University, Tezpur, Napam, 784028, Assam, India**" before the last date & time for submission of the Bid.

AC
24/1/24
Deputy Registrar (GA)
Tezpur University

SECTION A

Tentative quantity of manpower required at Tezpur University

Sl No	Tentative Manpower required	
1	Assistant Security Officer with Arms	02
2	Male with Arms	12
3	Male without Arms	97
4	Female without Arms	45

*****The bidders may note that the requirement mentioned above is tentative and the actual number may vary as per requirement of the University*****

******Bidders may note that quote of service charges is to be done at the CPPP portal separately. As per Govt. of India O.M. dated 6/01/2023, the minimum service charges in the procurement of manpower outsourcing services being 3.85% (3% profit plus transaction charges, which are 0.85% at present). However, such charges should not exceed 7% (including transaction charges) in any case. ******

SECTION B

Scope of Work

1. Security Services will be required at part or entire area of Tezpur University Campus at Napaam, Tezpur, Assam and any other place designated by Tezpur University at subsequent time.
2. The primary duties and responsibilities of the Security Services shall include (indicative and not exhaustive) –
 - (a) Providing male and female Security Guards (154 approximate) for round the clock (*in three shifts per day, 8 hours per shift*) security on the campus at designated places including male and Female hostels. The number of security guards may increase or decrease as per requirement.
 - (b) Security of the assets of the University against theft, burglaries, dacoits, pilferage and misappropriation etc.
 - (c) Prevention of injury, assault and violation of the persons, residents of the campus and legitimate visitors, providing protection to everyone, considering liberal and open culture among residents.
 - (d) Assisting the University in handling emergencies like fire, flood, earthquake etc.
 - (e) Maintaining records of visitors entering the University campus
 - (f) Regulating incoming and outgoing movement of material and vehicular traffic.
 - (g) Daily Flag Hoisting and Flag Lowering in the University.
 - (h) Taking care of vehicles parked in parking area(s) within the University Campus.
 - (i) Maintaining logbook at main gate for all the vehicles entry in the Campus.
 - (j) Adhering to the Standard Operating Procedure (SOP) issued by the University from time to time.
 - (k) Any other related work assigned by the University from time to time

SECTION C

General Terms and Conditions

1. Every personnel deputed by the Security Agency shall be literate/educated, who have a working knowledge of Assamese, Hindi and English.
2. The security guards deployed by the agency shall be medically fit with good antecedents, etc. and neat and clean always.
(a) Anyone found below the minimum standard mentioned above shall be removed immediately from the University campus.
3. Uniform of employee: The agency shall provide proper uniform including boots/shoes, belt, badge, whistle, caps, canes/ stick, torch, jersey (woollen sweaters) & raincoat etc. to every security personnel deployed by the agency in the University Campus at their own costs and expenses. It would be the responsibility of the agency to supply minor equipment necessary for discharge of the duty at Tezpur University.
4. The agency personnel shall carry identity card duly attested by the authorized person from University and Executive of Security Agency. A photocopy of these cards along with personal details of every security personnel deployed shall be submitted to the University for record, verification etc.
5. The security personnel shall be experienced with the first-aid treatment and fire-fighting equipment.
6. The agency shall ensure attendance of its security guards which shall be verified by authorized University official from time to time.
7. The University shall have the right to check the security guards on duty, the uniforms worn by the security personnel, their fitness etc., and it must meet with the satisfaction of the University.
8. The agency should have a regular system of training of the Security Guards before mounting them on duty.
9. The agency shall be capable to provide vehicles and licensed radio/ wireless equipment's for communication and must be provided as and when asked for.
10. The conduct/ characters/ antecedents and proper bonafide of the security personnel shall be the sole responsibility of the agency. The agency should provide all the necessary details/ records of its employees deployed at the University to the University.
11. There should be no police case pending against the Proprietor/Firm/ Partner or the agency and should not be blacklisted by any Government Agency. An undertaking to this effect on agency's letterhead should be submitted in the tender. All the security personnel should have recent police verification and record should be submitted to the University.
12. The agency shall maintain record of every major/ minor incident on daily basis and report the same to the University authorized official in this regards. The security agency shall also be responsible to lodge complaints with police authorities in such instances after prior permission of the University and take follow-up action for recovery of lost materials/equipment's.

13. The University shall intimate the requirement of security guards, to be deployed for the security of the campus from time to time. The University reserves the right to increase or decrease the number of the security personnel. In addition to the prescribed manpower, whenever required, agency has to provide additional manpower and/or equipment at the rates quoted in the tender.
14. The agency shall have a proper system of checking the guards on duty especially at night. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified.
15. The agency shall appoint Male Co-Supervisors in adequate numbers to supervise the female security guards especially during night time and also for co-ordination with University Security Officials.
16. The agency shall maintain a complaint book at the Main Gate of the University.
17. The responsibility for taking appropriate security measures shall be entirely that of the Security agency. The University will be entitled for compensation from the agency, in case an inquiry by the University establishes that the theft or loss or damage has been caused due to negligence of the agency or any of its employees. The said compensation shall be in addition to the findings and recommendations that the enquiry may propose. After enquiry, if it is found that such theft or loss or damage has been caused by acts of commission and omission of the personnel of the agency or if the security guard of the agency has either taken active part in such acts or has aided and abetted in the act of such commission and omission or its employees to whom loss is caused, shall be totally indemnified/ compensated by the agency on actual basis.
18. The agency shall nominate a nodal officer for day to day communication.
19. Night Guards should be equipped with proper protection and illuminating/lighting device. While working at the premises of the University, they shall work under directives and guidance of the designated official authorized by the University.
20. The personnel deployed by the Agency in the University shall be removed immediately, if the University considers such removal is necessary on administrative grounds. The agency shall also immediately remove any personnel who is found not discharging his duties properly or is of doubtful character, had any sort of intoxicating item is found with them on duty and shall replace him/her with substitute personnel either on its own or on the demand of the University. In case of removal of such personnel, no claim shall be maintainable against the University.
21. If the University incurs any expenses or any liability is put on them in connection with the deployment of the employee of the agency, the same shall be adjusted from the bill of the agency.
22. 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 University/ Government of India/any State or any Union Territory.
23. Preparation and submission of Tender: The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. For submission of bids, all interested bidders have to register online on CPPP portal.

24. Performance Bank Guarantee: The successful bidder will be required to furnish Performance Bank Guarantee of **Rs. 4,51,026/- (Four Lakhs Fifty One Thousand Twenty Six rupees only)** before signing the Memorandum of Agreement. The Performance Bank Guarantee shall be in the form of Guarantee Bonds/Bank Guarantee of any nationalized bank in accordance with the format prescribed herein in Annexure II. In case the tenderer fails to deposit the requisite performance bank guarantee the EMD furnished by the tenderer shall be forfeited without any further notice to the tenderer. Performance Bank Guarantee shall be valid for the entire period of contract plus 45 days as per relevant Govt. of India rules and shall carry no interest.
25. In the event of bidder withdraws before actual award or execution of the agreement, the University will have right to forfeit the EMD. In case the successful tenderer declines the offer the contract, for whatsoever reason(s) his EMD will be forfeited.
26. Intending tenderers are advised to inspect and examine at their own cost, the site and its surroundings and satisfy themselves to the nature of the site. The nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site whether he/she inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a tenderer implies that he/she has read the tender documents and made himself/herself aware of the scope and specifications of the work to be done.
27. Sub-Contracting: The agency shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner.
28. Taxes, labour Laws and Other Regulations:
- (a) The agency shall comply with all statutory requirements existing as well as those promulgated from time to time viz. EPF Act, ESI Act, Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act, Casual Labour (R & A) Act, Migrant Labour Act and/ or such other Act or Laws of Central, State, Municipal and Local governmental agency or authority etc. whichever is/are applicable to the organization of the security agency and shall be held responsible, accountable, answerable, explainable & liable, as the case may be, for the lapses committed by them in this regard.
 - (b) The agency is liable for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or anything done, or services rendered pursuant thereto.
 - (c) The agency shall be responsible for proper maintenance of all registers, records and account as far as it relates to compliances with any statutory provisions/ obligations. The agency shall be responsible for making the records pertaining to payment of Minimum Wages Act and for depositing the EPF and ESI contributions, available with the authorities concerned. The agency shall be responsible and liable for all the claims of its employees.

- (d) The agency shall obtain the license under the Contract Labour (R & A) Act from the agency of the Central Labour Commissioner and produce the same along with the monthly bill. The first bill will be cleared only on the submission of the said license. The agency would be required to maintain all books and registers like Employment Register, Wages Register, Overtime Register, First Aid Box, Display of Notice, etc. as required under CLR&A, 1970 for inspection by visiting Labour Enforcement Officers.
- (e) The agency shall obtain adequate insurance policy in respect of its workmen engaged by it towards meeting the liability of compensation arising out of injury/disablement at work.
- (f) The agency shall not involve in the matters of University in any way whatsoever in any dispute with regard to compliance of statutory provision and in case of any violation of any law; the agency shall be solely responsible.
- (g) The agency shall indemnify and keep indemnified the University against all losses and claims for injuries and or damages to any person or property. The agency shall abide by and observe all statutory laws and regulation in matters of Labour Law, Factory Act, Explosive Act, Workmen compensation Act, Goods & Service Tax (GST), Royalty, Works contract etc. and shall keep the University indemnified against all penalties and liabilities of kind of breach of any such statute ordinance or law/regulations or Bylaws. The agency shall not employ child labour.
- (h) Payment to workers must be according to Minimum Wages Act. Payment of Wages to employees must be through Banks accounts of the employees and contractor shall submit a certified copy of Bank Statement on payment of wages with the bill of subsequent month.
- (i) *Bidders may note that remuneration of the deployed security guards (to be reimbursed after submission of bills) by the University shall be based on the rate of wages as per relevant guidelines of Govt. of India.*

29. Payment of Bills: Payment of bills shall be through NEFT/RTGS or PFMS (online transfer). Payment shall, however, be made only after adjusting all the dues/claims of the University. TDS on Income Tax/GST as applicable, at the prevailing rate will be deducted at source. The agency shall fulfil all statutory requirements pertaining to minimum wages and other statutory benefits like ESI, EPF, etc., and proper accounts of payments including minimum wages being made to the staff must be maintained. The agency shall be solely responsible for payment of all kinds of wages to the workers employed under him at the first instance and subsequent to payment of the same, shall submit relevant bills duly certified by concerned officer with copies of relevant document which shall be reimbursed. Under no circumstances, University shall be responsible for payment of wages to the employed workers employed by the bidder at first instance. In case of any failure to fulfil the statutory obligations, the contractor shall indemnify the University against all such liabilities, which are likely to arise out due to the bidder's failure to fulfil such statutory obligations. The duty schedule and attendance register must be produced to concerned Official of the University as and when asked for. Monthly submission of payment records of EPF, ESI etc. and copy of

the bank transfer list showing the transfer of wages to the respective bank accounts of the laborers/staff duly signed by the concerned Bank Branch Manager under official seal of the bank branch shall be mandatory along with the bill for successive month. The Finance Officer or his nominee shall check the relevant records, as may be deemed necessary, to substantiate the claim of payment of wages and other dues like EPF, ESI, etc. The Bidder shall submit the bill on monthly basis for a particular calendar month within 07 days of the following month enclosing the following documents for re-imburement:

- a) Copy of the bank transfer list showing the transfer of wages to the respective bank accounts of the laborers/staff duly signed by the concerned Bank Branch Manager under official seal of the bank branch, Copy of ECR substantiating EPF deposit
- b) Copy of Challan substantiating ESI deposit
- c) Copy of requisite GST Challan substantiating deposit of the GST amount received from the University
- d) Any other document that may be advised by the University authority

30. It must be noted that the remuneration shall be paid to the deployed security personnel. The persons employed by the agency for the security guards services of the University shall always remain the employees of the Security Agency for all means and services and the University shall have no liability towards their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the University and the security personnel employed by the agency shall have no right whatsoever to claim employment or other rights from the University.
31. The security guards employed by the agency shall not form/join any union and shall not make any claim on service or other matter from university.
32. The agency shall be responsible for all injuries and accidents to persons employed by them and under no circumstances University will be responsible to compensate them under any Act/law.
33. None of the employees of the agency shall enter into any kind of private work within or outside the campus of the University. Non-compliance with this provision will be deemed to be violation of the contract inviting penal action as per penalty clause of Terms & Conditions.
34. The security guards shall be required to work in three shifts (eight hours basis), however, they shall not be allowed to perform continuous duty beyond one shift.
35. The Security guards of the agency shall not work for more than 26 days in a month.
36. All deployed security guards should be treated/ oriented to be Gender Sensitive while discharging their duties.
37. **Bid Validity:** The quoted rates must be valid for a period for 180 days from the last date of submission of the bid. The overall offer for the assignment and price quoted by the bidder shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same be treated is unresponsive and the tender may be rejected.

38. In exceptional circumstances, the University may request the bidders' consent for an extension of the period of bid validity. A bidder may however be at liberty to refuse the request without risking forfeiture of his/her EMD. A bidder agreeing to extend the validity of bid will not be allowed to modify his/her bid.
39. Any one or more the following action/ commission/ omission are likely to cause rejection of tender:
- (j) Any Tender Fees/EMD received are without conclusive proof, that it was delivered before the specified closing time.
 - (ii) Any conditional bid or bid offering rebate.
 - (iii) Any bid in which rates have not been quoted in accordance with specified formats/ details as specified in the Bid Documents.
 - (iv) Any effort by a bidder to influence the University or its employees in the bid evaluation, bid comparison or contract award decision.
 - (v) Any bid received with period of validity of bid shorter than 180 days.

SECTION D

TECHNICAL BID EVALUATION

Sl	Technical Evaluation Criteria	Marks	Remarks
1	Similar experience in Govt (Centre/State) Departments/Autonomous Bodies/PSU's/PSE's/Bank & Insurance Companies or other equivalent & companies/ MC/Organizations of high repute	Max 20 Marks	Relevant Certificate to be uploaded
	a) Executed single contract value upto Rs. 20 crs during last three F.Y.'s	10	
	b) Executed single contract value above Rs. 20 crs, during the last three years	20	
2	Number of years in operation in services sector	Max 10 Marks	Relevant Certificate to be uploaded
	a) Upto 15 Years	5	
	b) Above 15 years	10	
3	Annual Turnover of the company any one of the last three FY	Max 10 Marks	Relevant Certificate to be uploaded
	a) Up to 100 crores	2	
	b) Between 100 crores to 200 crores	5	
4	Manpower on Payroll	Max 10 Marks	Relevant Certificate to be uploaded
	a) Upto 20000 nos	5	
	b) Above 20000 nos	10	
5	Quality related marks	Max 10 Marks	Relevant Certificate to be uploaded
	a) Valid ISO 9001-2015	5	
	b) ISO 9001-2015 (More than 5 years old)	10	
6	National Presence (as per PSARA)	Max 10 Marks	Relevant Certificate to be uploaded
	a) Upto 10 States	5	
	b) Above 10 States	10	
7	Certification of CAPSI (Central Association of Private Security Industry)	Max 5 Marks	Relevant Certificate to be uploaded
8	Company Presentation and Deployment schedule	Max 25 Marks	Soft Copy to be uploaded.

Total- 100 points

- 1) **The minimum technical score (ST) required to be eligible: 70**
- 2) **Financial bid of the bidders, getting minimum 70 or above technical score, shall only be opened.**
- 3) **Bidders may note that remuneration of the deployed security guards, shall be reimbursed by the University after submission of bills based on the rate of wages as per relevant guidelines of Govt. of India, notified from time to time.**
- 4) **Evaluation of financial bids shall be made solely on the basis of service charge quoted by the bidders. The service charge quoted by the bidders shall be within the range of 3.85% to 7% on the basic wage component as per the minimum wages notified by the Government of India from time to time, including transaction charges (excluding EPF, ESI etc.), as per the Ministry of Finance, Government of India guidelines on Minimum Floor Price for minimum wage based Manpower Outsourcing Service.**

SECTION E

EVALUATION OF FINANCIAL BID

- 1) Evaluation of financial bids shall be made solely on the basis of service charge quoted by the bidders. The service charge quoted by the bidders shall be within the range of 3.85% to 7% on the basic wage component as per the minimum wages notified by the Government of India from time to time, including transaction charges (excluding EPF, ESI etc.), as per the Ministry of Finance, Government of India guidelines on Minimum Floor Price for minimum wage based Manpower Outsourcing Service.
- 2) Contract is ordinarily awarded to the lowest quoted rate (L1) tenderer whose bid is found to be responsive, eligible and qualifies to perform the contract satisfactorily as per the terms and incorporated in the tender document. However, the L1 quote should not be the Abnormally High Rate (AHR) or Abnormally Low Rate (ALR) compared to reasonable rates based on the prevailing market rate. If L1 rate is AHR or ALR, then it will not be considered.
- 3) If more than one agencies have quoted same Service Charge (L1), bidders shall be selected on the basis of maximum marks allotted to the bidder on Technical Evaluation bid at the sole discretion of the University Authority.
- 4) The financial bid only should contain commercials. In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily
- 5) Feedback: The University may ask the agency to submit monthly feedback collected from the users. On the basis of feedback, University may at its own discretion impose financial penalty as per penalty clause of Terms & Conditions depending on gravity of the issue and in case of similar repetition University can cancel the contract unilaterally without notice and in that case, the Performance Bank Guarantee will be forfeited.
- 6) Authority of Person signing document: A Person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant, that he has authority to sign.
- 7) Interpretation: All the terms and conditions of contract shall be read in conjunction with all other documents forming part of this contract notwithstanding the subdivisions of the documents into these separate sections. Every part of which shall be deemed to be supplementary to and complementary of every part and shall be read with and into the contract.
- 8) All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable". However, the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified. Tenders made by fax and those received late will not be entertained.

- 9) All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on bidder's letter head.
- 10) The bidder should enclose bid security (EMD) in form of Demand Draft or Bank Guarantee drawn in favor of The Registrar, Tezpur University, Napaam, Tezpur Assam. Bidders who are MSME registered and are exempted from paying EMD (valid MSME certificate in appropriate category to be submitted) must submit "Bid Security Declaration". The successful bidder shall be required to deposit performance security in form of bank guarantee valid for a year within 15 days from the date of the award of the work. The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD of the successful bidder shall be returned only after the signing of the contract along with performance security deposit. The EMD stands forfeited in case the bidder withdraws or amends his bid after submission of tender document.
- 11) Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. Tezpur University may also independently seek information regarding the performance from the clients.
- 12) The Bidder is advised to attach any additional information, which they think is necessary in regard to their capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. They are however, advised not to attach superfluous information. No further information will be entertained after tender document is submitted, unless Tezpur university calls it for
- 13) Even though bidder may satisfy the qualifying criteria, they are liable for disqualification if they have a record of poor performance or not able to understand the scope of work etc.
- 14) Prospective bidders may seek clarification regarding the project and/ or the requirements for prequalification, in writing through mail within a reasonable time.
- 15) All disputes arising with respect to the bid document shall be subject to the jurisdiction of appropriate court of Tezpur, India alone and shall be governed by the law of India. Tezpur University reserves right to award the work/cancel the award without assigning any reason. In case of differences with regard to the bid document, if any, the decision of the Tezpur University shall be final. Initially the contract will be for a period of one year and may be extended for another three years by the competent authorities' subject to satisfactory performance given by the bidder to Tezpur University. The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over runs etc. In case the bidder fails to execute the contract, Tezpur University shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- 16) Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. Any such act will make the bid liable for rejection.
- 17) Any disputes arising out of this tender will be subject to the courts of Tezpur, Assam only.
- 18) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before/ after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning,

operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Vice Chancellor, Tezpur University.

- 19) If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine, restriction or act of God (hereinafter referred to as events), provided notice of happening of any such eventuality is given by either party within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of University as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract. Provided also that if the contract is terminated under this clause, University shall be at liberty to take over from the agency, the security personnel, vehicles & equipment deployed in the campus until a new security agency is appointed and commences the operation.
- 20) Penalty for complaint, non-adherence of terms & condition specified in this tender document, indiscipline & unsatisfactory operation of security services and the incidence given in the various clause of this document for the purpose, may be levied as per below:
 - 21) Rs. 5,000/- (Rupees five thousand) on each such first occasion.
 - 22) Rs. 10, 000/- (Rupees ten thousand) on repetition of each such incident of similar nature.
- 23) Cancellation of the entire contract and forfeiture of the Performance security on repeating further incidents.
- 24) Entire Security amount shall be forfeited in case of withdrawal before the completion of the contract period or termination of the contract because of unsatisfactory service.
- 25) The University reserves the right to reject the tender in whole, or in part, without assigning any reasons thereof.
- 26) Period of Contract: Contract period will initially be for one year to be renewed on annual basis for three years subject to satisfactory performance at the sole discretion of the University. In the event of bidder backing out before actual award or execution of agreement the University will have right to forfeit the Performance Bank Guarantee of the Agency.
- 27) Notwithstanding anything contained in any other clause of this tender, the contract can be terminated by the University by giving three months' notice without giving any reason and the agency can also terminate the contract by giving three months' notice.
- 28) The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of Rs.1000/- (Rupees One thousand only). The University reserves the right to amend the terms & conditions of contract by mutual discussions and such amendments shall be in writing. The amended terms and conditions will form part of the agreement.

SECTION F

Appointment of Successful Bidder

1. Tezpur University will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid as per the process outlined above
2. Tezpur University reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Tezpur University action
3. Prior to the expiration of the validity period, Tezpur University will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, Tezpur University may request the bidders to extend the validity period of the bid.
4. The notification of award will constitute the formation of the contract and shall be binding on both the parties.
5. After Tezpur University notifies the successful bidder that its proposal has been accepted, Tezpur University shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the successful bidder between Tezpur University and the successful bidder with mutually agreed terms and conditions.

SECTION G

PENALTY

1. The service provider shall indemnify Tezpur University to the extent of any loss suffered by Tezpur University. However, the total liability of the service provider under this clause as well as under any other clause of the contract shall be limited to total amount payable by Tezpur University to the service provider (under the terms of the contract), provided, however, that this limitation shall not apply to any liability for damages arising from willful misconduct or negligence.
2. No interest will be paid to the successful bidder on the security deposit.
3. If the bidder fails or neglects any of the bid obligations under the contract it shall be lawful for Tezpur University to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.
4. In case the Bidder fails to fulfill the obligations as per the terms and conditions of the contract, the Tezpur University may impose penalty to the extent of 100% of the total payment due. In addition, the Performance Security may also be forfeited.
5. In case the bidder fails to execute the contract for reasons solely attributable to the Bidder, the Tezpur University shall have the liberty to get it done through any other agency in addition to imposing damages and penalty to the Bidder.
6. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the evaluation process. Notwithstanding anything to the contrary contained in this RFP, Tezpur University shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the evaluation process. In such an event, Tezpur University shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the bid, including consideration and evaluation of such Bidder's Proposal.
7. Rs. 5,000/- (Rupees five thousand) on each such first occasion.
8. Rs. 10, 000/- (Rupees ten thousand) on repetition of each such incident of similar nature.
9. Cancellation of the entire contract and forfeiture of the Performance security on repeating further incidents.
10. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the evaluation process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Tezpur University who is or has been associated in any manner, directly

or indirectly with the evaluation process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Tezpur University, shall be deemed to constitute influencing the actions of a person connected with the evaluation process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of Tezpur University in relation to any matter concerning the Project;

- (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process
- (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Tezpur University with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection

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**ANNEXURE I
PROFILE OF THE TENDERER**

Sl. No.	Particulars	Details
<i>Details of the Tenderer</i>		
1	Name of the Agency (Block Letters)	
2	Name of the proprietor/partners/Directors	
3	Full address of the registered office with pin code, mobile number	
4	Name and designation of authorized person with Telephone No./ Mobile No./ Email id (Authorization letter to be enclosed)	
5	Number of years of experience in providing Security Services as per the tender requirements	
<i>Registration & Other Statutory document details</i>		
6	Security Agency registration number and date of registration under Private Security Regulation Act (PSARA) (Government of Assam) (Certificate to be attached)	
7	PAN Number	
8	EPF Number	
9	ESI Number	
10	GST Number	
11	Labour License Certificate Number, Validity and Numbers of Workers Permitted in the License	
12	ISO or equivalent Certified agency, if available	

Certified that all above information's are correct to the best of my/our information, knowledge and belief. All the attached relevant documents are duly signed, sealed and serially numbered.

Date:

Signature of Tenderer
Office Seal

ANNEXURE II
Undertaking

Litigation/ Ineligibility for corrupt or fraudulent practices/ Blacklisted with any of the Government or Public Sector Units or Educational Institutions including Tezpur University
(To be submitted on the Letterhead of the responding agency)

To
The Registrar
Tezpur University
Tezpur 784028
India

Subject: Declaration for not involved in any litigation, not being an ineligibility for corrupt or fraudulent practices or backlisted with any of the Government or Public Sector Units or Educational Institutions or Tezpur University.

Sir,
We, the undersigned, hereby declare that
We are not involved in any litigation with any client,
We are not under a declaration of ineligibility for corrupt or fraudulent practices, we are not blacklisted with any of the Government or Public Sector Units.

Thanking you,

Yours faithfully

(Signature of the Tenderer)

Name:

Designation:

Seal:

