



**GUJARAT NATIONAL LAW UNIVERSITY**  
**(Established Under Gujarat Act No.: 09 of 2003)**

**Tender Notice No: PC-05/2023**

**Date: 15/06/2023**

**TENDER FOR**  
**Providing Security Services**  
**at**  
**Gujarat National Law University, Silvassa**

## TABLE OF CONTENTS

Sl. No.	Content	Page
1.	Notice Inviting Tender	03
2.	Introduction	04
3.	Information to Bidders	04
4.	General Conditions of contract	11
5.	Responsibilities of the contractor	12
6.	Annexure-I: Proforma for Technical Bid	19
7.	Annexure-II: Proforma for Financial Bid	21
8.	Annexure-III: Declaration	22
9.	Annexure-IV: Format for Integrity Pact	23
10.	Annexure-V: Annual turnover certificate issued by the statutory auditor	29
11.	Annexure-IV: Letter of Transmittal	31
12.	Annexure –VII: details of existing clients	32

## **NOTICE INVITING TENDER**

### **Tender for Providing Security Services for Gujarat National Law University, Silvassa.**

Tender document can be downloaded from <https://www.nprocure.com/> by any interested eligible vendor. Technical and Financial bids are invited from the eligible firms/companies working in the field of providing Security Services.

#### **DETAILS OF THE TENDER & KEY CALENDAR EVENTS**

1	Tender Notice No.	PC-05/2023
2	Tender Inviting Authority	Registrar, Gujarat National Law University
3	Name of the Project	Providing Security Services for Gujarat National Law University, Silvassa
4	Method of Selection	Quality and Cost Based Selection (QCBS)
5	Start of Issuance of Tender	Start of Issuance of Tender 15/06/2023 on <a href="https://www.nprocure.com/">https://www.nprocure.com/</a>
6	Pre-bid meeting	No pre bid meeting. Bidders have to send their queries to registrar@gnlu.ac.in
7	Last Date of Receipt of pre-bid queries on email	25/06/2023
8	Last Date for online Submission of Technical and Financial bid	05/07/2023 up to 5:00 pm on <a href="https://www.nprocure.com/">https://www.nprocure.com/</a>
9	Last Date and Time for Submission of Tender fee, EMD and Physical copy of Technical bid document	06/07/2023 up to 5:00 pm
10	Opening of Primary Stage at GNLU, Gandhinagar	10/07/2023 at 11:00 am
11	Opening of technical bid at GNLU, Gandhinagar	10/07/2023 at 02:30 pm
12	Date and time for opening of financial bid	Will be intimated to eligible bidders
13	Place for submission of the bid proposal, the opening of technical & financial bid and Comprehensive Demo	Gujarat National Law University, Attalika Avenue, Knowledge Corridor, Koba – 382426, Gandhinagar, Gujarat
14	Tender fees	INR 2,500/- (Non Refundable)
15	Earnest Money Deposit	INR 1,00,000/-

*Note: - Bidders should visit the university's website (<https://www.gnlu.ac.in>) for updates*

## **1. INTRODUCTION**

Gujarat National Law University invites interested parties to participate in this Request for Proposal (this "Tender") for bidding and selection process for the appointment of Contractor for "Security Services at Gujarat National Law University". Tender Documents can be downloaded from website [www.nprocure.com](http://www.nprocure.com). For view, download and any other updates regarding this Tender, kindly check <https://gnlu.ac.in/GNLU/Tender>. Tender Fee & EMD shall be paid along with online submission of Tender Documents shall be submitted before the due date along with the original documents. Bids shall be submitted online only at website: <https://www.nprocure.com>. Latest by 05/07/2023. The hard copy of Technical Bid, DD for Tender fee and Earnest Money Deposit (EMD) shall be sent to the Registrar, Gujarat National Law University, and Gandhinagar through Registered Post/Speed Post/Courier/Physical submission on or before latest by 06/07/2023, 17:00 hrs.

The tender shall be addressed to The Registrar, Gujarat National Law University, Attalika Avenue, Knowledge Corridor, Koba, Gandhinagar - 382426. The prescribed non-refundable tender fee, as mentioned in the tender document, should be sent by DD in favour of "Gujarat National Law University, Silvassa". Any subsequent amendments in the tender document will be available on above mentioned website.

## **2. INFORMATION TO BIDDERS**

### **2.1 Submission of bids:**

The bidder shall submit the Pre-qualification/Technical Bid in a separate sealed cover duly super scribed and these two sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed. Financial Bid is not to be submitted in the physical form and it has only to be submitted online through web portal.

### **2.2 Overall bid evaluation process**

The evaluation of bids shall be based on technical quality as well as financial considerations. A two-stage procedure, namely, a Technical Evaluation and a Financial Evaluation will be adopted for evaluating the bids as per the Quality cum Cost based Selection (QCBS) process as detailed in Section 2.7

### **2.3 General Terms and Conditions**

- (1) Each bidder shall submit only one quotation.
- (2) The bidder should submit the tender fee amount (non-refundable) of Rs. 2500/- (Rupees Two Thousand Five Hundred Only) & Bid Security (Earnest Money Deposit) for an amount of Rs. 1,00,000/- (Rupees One Lakh Only) in the form of Demand Draft from a Nationalized /Scheduled Bank, drawn in favour of Gujarat National Law University payable at Ahmedabad. Tenders submitted without EMD/Tender Fees will be disqualified.

## 2.4 Qualification criteria:

- (1) The Bidder should have at least five years of experience in the field of Security Services.
- (2) The Average annual turnover of the firm/agency for the last three financial years should not be below Rs. 3 Crore.
- (3) The Bidder should have the experience of completion of similar works in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or any other State Government or Public Sector Banks or Local Bodies/Municipalities as follows:
  - (i) Three similar completed works costing not less than Rs. 26,00,000/- (please indicate the amount equal to 40% of the estimated cost); or
  - (ii) Two similar completed works costing not less than Rs. 32,50,000/- (please indicate the amount equal to 50% of the estimated cost); or
  - (iii) One similar completed work costing not less than Rs. 52,00,000/- (please indicate the amount equal to 80% of the estimated cost).
- (4) Experience certificate is required to be obtained from the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or any other State Government or Public Sector Banks or Local Bodies/Municipalities employing more than 1000 personnel.
- (5) The bidder should have minimum 2 ongoing live sites of providing security services in in Departments/Autonomous Institutions/Universities/PSUs of the Govt of India or any other State Government or Public Sector Banks or Local Bodies/Municipalities ?
- (6) Valid Labour license for providing at least 50 Security Staff in Government Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or any other State Government or Public Sector Banks or Local Bodies/Municipalities. (Y/N)
- (7) Bidder must provide all the details as mentioned in the Proforma for Technical Bid along with necessary documents wherever required.

## 2.5 Bid Preparation and submission

- (1) The proposals shall be submitted in English only.
- (2) The Proposal to be submitted shall have to be signed by the authorized signatories.
- (3) Bidders shall submit only one proposal and would stand disqualified if it takes part in more than one proposal.
- (4) Bidders should familiarize themselves with local conditions and take into account these conditions while preparing their Proposal.
- (5) Bidders shall bear all costs associated with the preparation and submission of their proposal including cost of site visits, if necessary.
- (6) All bids must be submitted online on <https://gnlu.nprocure.com> website.
- (7) The tender is a "Two Bid" document. The technical bid should be submitted online on <https://gnlu.nprocure.com> website. Also, the technical Bid should be submitted in a separate sealed envelope clearly indicating that it is a "TECHNICAL

- BID". The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD) and Tender fees.
- (8) The cover of a Technical bid is to be placed in a sealed envelope and marked with the bidder's name. The tender document complete in all respects, as prescribed in the tender document, should be sent through registered/speed post/in person to the Gujarat National Law University, Attalika Avenue, Knowledge Corridor, Koba, Gandhinagar-382426, Gujarat, India on or before 06/07/2023 up to 5:00 pm. No tender shall be accepted after the last date and time fixed for the purpose.
  - (9) The firm shall have to qualify the eligibility criteria on the basis of the documents to be submitted in Technical Bid for further short listing.
  - (10) The sealed envelope of the bidders containing "Technical Bid" shall be opened as per the prescribed date and time. However, the bidding firms may be invited on the day of opening the Technical Bid.
  - (11) Each envelop so prepared should clearly indicate the name and address of the firm to enable the 'Bid' to be returned unopened in case it is received "Late" or beyond due date whatsoever the reason.
  - (12) The copy of the Technical bid should be a complete document with Index, appropriate page numbered and signed with the company seal on each page and should be bound as a volume.
  - (13) The bids received after the prescribed deadline shall not be accepted.
  - (14) The financial bid is required to be submitted online on <https://gnlu.nprocure.com> website only. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
  - (15) Clarification to Bid document/ Pre-bid query:  
No pre bid meeting will be conducting. Clarifications to bid document/ Pre-bid queries, if any, may be requested by email at [registrar@gnlu.ac.in](mailto:registrar@gnlu.ac.in) latest up to 25/06/2023. Pre-bid query can be sent in the following format.

S. No.	Bid item reference No.	Nature of Query (Technical/ Financial/ General)	Query detail

(16) Amendment/Cancellation of Bid document:

Gujarat National Law University reserves the right to cancel bidding process at any time without assigning any reason thereof and without any obligation to the Bidders. The University may, if required, amend the bid document by issuing corrigendum/ addendum in writing and uploading in GNLU Website at any time prior to expiry of the deadline for submission of proposals. The corrigendum/ addendum so issued shall be binding on all the Bidders. The Bidders are required to visit the website periodically for all the updates. GNLU shall not be responsible for ignorance of the information by the Bidders.

## **Technical Proposal**

While preparing the Technical Proposal, Bidders are expected to examine the bid document carefully. Providing inaccurate and incomplete information shall lead to rejection of a proposal. The Technical Proposal shall include all the information sought in prescribed formats along with the necessary supporting documents.

## **Financial Proposal**

While preparing the financial bid, Bidders should strictly follow instructions provided for the same. Bidders must also take into account the requirements and conditions outlined in this bid document. Financial bid should provide costs, any other charges and applicable taxes in the prescribed format. The financial bid must be submitted as per the given format only. The submission of financial details in any other format other than the prescribed one will be disqualified.

## **Validity of the Proposal**

The Proposal and price offered therein shall have to be valid for 60 days from the last date for submission of the Proposal. Bids with shorter validity period would be treated as non-responsive. In case the University wishes to extend the validity period of the proposal, so shall be done through mutual consultation.

## **2.6 Opening of Bids**

Upon expiry of the deadline for submission of proposals, the Technical Proposal shall be opened as per schedule mentioned in bid document.

From the time the bids are opened to the time the contract is awarded, if any Bidder wishes to contact the University on any matter related to its Proposal, it should only be done in writing. Any effort by a firm to influence the University in the process of evaluation and/or comparison of its proposal or contract award decisions would result in rejection of the concerned Bidder's proposal.

## **Disqualification of Proposals**

The Tendering Authority, at its sole discretion, and at any time during the processing of the Proposal, may disqualify any Bidder from the Bidding process if the Bidder has:

- Made misleading or false representations.
- Not submitted the required amount of EMD (Earnest Money Deposit) and Tender fees.
- Submitted proposal document which is non-responsive or not accompanied by required documentation as specified in this bid document.
- Submitted more than one proposal.
- Failed to submit a proposal in accordance with the terms and conditions of this bid document.
- Failed to submit a proposal where the validity of rate is not in compliance.

Or due to any other reason that the University deems and sufficient to reject the proposal.

## **Code of Ethics**

The University, as well as the Bidder, shall observe the highest standard of ethics including laws against fraud and corruption in force in India namely “The Prevention of Corruption Act, 1988”, during the procurement or execution of such contracts. If the bidder(s) are found in Bid pooling, or act against law against fraud and corruption, then their firms may be black listed.

## **2.7 Evaluation of Bids**

### **i. Preliminary Screening:**

First, the envelope containing Tender fee and Earnest Money Deposit will be opened and if both are found in the prescribed manner, then second envelope containing Technical bid documents shall be opened. At any stage during the evaluation, if the EMD is found invalid, the respective Bidder's bid will be summarily rejected.

The Tendering Authority will then undertake a preliminary evaluation of the technical bid to check compliance with the stipulated eligibility criteria as laid out in this document. In doing so, it would examine the completeness of the bid and verify, if it is duly signed or not and also whether or not the bid is generally in order.

### **ii. Technical bid Evaluation:**

The Bidder shall have to fulfill all the Prequalification Criteria. The submitted documents will be scrutinized along with the Technical bid in this phase of evaluation. Those bidders who do not fulfill the terms and conditions as specified in this tender or whose Technical bid is nonresponsive will not be considered. A bid may be rejected at this stage if it does not respond to important aspects of the Terms of Reference.

### **iii. Quality Cum Cost Based Selection (QCBS)**

The evaluation of bids shall be based on technical quality as well as financial consideration through a Quality cum Cost based selection process outlined below:

A two-stage procedure will be adopted for evaluating the responsive bids, namely, a Technical Evaluation and a Financial Evaluation. The technical evaluation (including presentation) will have a weightage of 70% and the financial evaluation will have a weightage of 30%.

#### **a. Technical Evaluation**

Each responsive proposal will be given a Technical Score (TS). The firms shall be given marks out of 50 for different parameters.

Technical Proposals of the Bidders would be evaluated for the clause-by-clause compliance of the technical specifications as mentioned in the Annexure-I: Proforma for Technical Bid. The Bidder should be ready with a presentation about their understanding of tendered work & showing the methodology of work plan. The Bidder has to remain present for the presentation to provide the required information to the Tender Committee, GNLU, Gandhinagar, on mentioned date, at no cost to GNLU.



A Committee entrusted with the responsibility of technical evaluation would mark the proposals accordingly. Along with the internal committee members, the University may invite external domain experts as evaluation committee members for the presentation. The Technical Committee would have the right not to declare/explain the specific details of its evaluation scheme to the bidders, however the structure of Technical evaluation shall be broadly as follows:

Sr. No.	Particulars	Maximum Marks
1	<p>Average Annual Turnover during last three financial year ended on 31/3/2022</p> <ul style="list-style-type: none"> <li>▪ Average Annual Turnover &gt; Rs. 5 crore 10 marks</li> <li>▪ Average Annual Turnover Rs. 4 crore - 5 crore 05 marks</li> <li>▪ Average Annual Turnover Rs. 4 crore - 3 crore 02 marks</li> </ul>	10
2	<p>The Bidder should have the experience of completion of similar works in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or any other State Government or Public Sector Banks or Local Bodies/Municipalities as follows:</p> <ul style="list-style-type: none"> <li>(i) Three similar completed works costing not less than Rs. 26,00,000/- (please indicate the amount equal to 40% of the estimated cost); or</li> <li>(ii) Two similar completed works costing not less than Rs. 32,50,000/- (please indicate the amount equal to 50% of the estimated cost); or</li> <li>(iii) One similar completed work costing not less than Rs. 52,00,000/- (please indicate the amount equal to 80% of the estimated cost).</li> </ul>	10
3	<p>Number of years of Experience in Security services:</p> <ul style="list-style-type: none"> <li>▪ Years &gt; 5 years 05 mark</li> <li>▪ Years &lt; 5 years 02 marks</li> </ul>	05
4	<p>Satisfactory performance certificates from Two different existing clients</p> <ul style="list-style-type: none"> <li>▪ 2 certificates 05 marks</li> <li>▪ 1 certificate 02 marks</li> <li>▪ 0 certificate 0 marks</li> </ul>	05
5	Presentation: Understanding of tendered work & showing the methodology of work plan & overall company profile.	20
	<b>Total</b>	<b>50</b>

GNLU reserves the right to modify the Evaluation Process at any time during the Tender Process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation, GNLU may seek for clarifications from any or all Bidders.

The Technical Score (TS) is

TS = The sum of marks awarded to the bidder by the Technical Committee as above

**b. Financial Evaluation:**

The evaluation of the Financial bid will be of only those bidders who have qualified in the Technical Evaluation phase.

The bidder who has quoted the lowest price will be assigned a score of 30 in the financial bid. Other bidders will be assigned a score relative to the score of bidder with the lowest quote as below:

$$FS = 30 * FI / F$$

Where: FS = The financial score of the Financial Proposal being evaluated

FI = The price of lowest-priced Financial Proposal

F = The quoted price of Financial Proposal under consideration

**c. Consolidated QCBS Evaluation**

The Combined Score (CS) of the QCBS shall be calculated as below:

$$CS = TS + FS$$

**2.8 Award of Contract**

Based on the QCBS, the Combined Score (CS) shall be used to rank the bidders. The Bidder with highest Combined Score shall be awarded the contract. In the event that two or more Bidders get the same Combined Score (CS), the Bidder with higher Technical Score (TS) shall be awarded the contract.

The work must commence within a week of the signing of the Contract. The Decision of the University in matters relating to award of contract shall be final and binding.

**2.9 Scope of work**

The Bidder has to provide/deploy guards along with Supervisor (for 8 hrs shift each) at various points in the following areas within the University Campus as detailed below:

Sr. No.	List of Premises
1	University Campus
2	Girls Hostel
3	Boys Hostel

\* The number of persons will be intimated to bidder after selection and shift timing are mentioned as below:

Shift	Timings
1 <sup>st</sup>	8:00 am – 4:00 pm
2 <sup>nd</sup>	4:00 pm – 12:00 am
3 <sup>rd</sup>	12:00 am – 8:00 am

### **3. GENERAL CONDITIONS OF CONTRACT**

#### **INTERPRETATION**

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

#### **TENDER FEE**

An amount of Rs. 2,500/- (Rupees Two Thousand Five Hundred Only) as tender fee (non-refundable) is to be paid. The payment shall be made by Demand Draft from any Nationalized Bank and paid in favour of "Gujarat National Law University", payable at Ahmedabad. Bids without Tender Fee will not be accepted. This should be enclosed separately in an envelope and stapled with the Bid document super-scribing Tender fee.

#### **EARNEST MONEY DEPOSIT (EMD)**

An amount of Rs. 1, 00,000 (Rs. One lakh only) in the form of Demand Draft from a Nationalized /Scheduled Bank drawn in favour of 'Gujarat National Law University, Silvassa,' payable at Ahmedabad as EMD should be enclosed separately in an envelope and stapled with the Technical Bid document super scribing EMD. Any bid without EMD will be summarily rejected. No interest is payable on EMD. EMD will be refunded to the unsuccessful bidder, after 15 days from the completion of the tender process. EMD shall be valid for at least 45 days.

#### **PERFORMANCE GUARANTEE**

- i. The Successful Bidder shall have to execute an agreement on Non-Judicial Stamp Paper of appropriate value and shall be required to furnish performance guarantee in the form of unconditional Bank Guarantee as per GR no. EMD/10/2020/38780/DMD dated 20th April 2020 within 45 days from the date of issue of Work Order/Award of Contract from any Nationalized Bank in favour of Gujarat National Law University, Payable at Ahmedabad. Such performance guarantee should be valid for a period of 01 year and 90 days. The performance guarantee shall be equivalent to 10% of the Contract Value. No interest is payable on such security deposit.
- ii. Performance guarantee shall be furnished in favour of "Gujarat National Law University, Silvassa".
- iii. In case of failure to deposit the above amount of performance guarantee within stipulated time, the EMD deposited shall be forfeited by GNLU.
- iv. After successful completion of the work, the performance security may be returned to the concerned bidder, upon written request.
- v. No interest will be paid by the University on the performance security.
- vi. Performance guarantee may be forfeited in full or part in the following cases:
  - If the terms and conditions of contract are breached.
  - If the Bidder fails to provide service satisfactorily.
  - If contract is being terminated due to non-performance of the Bidder.

- Notice of a reasonable time will be given in case of forfeiture of security deposit. The decision of the University shall be final in this regard.
- vii. Failure of the successful Bidder to comply with the requirement of furnishing the requisite Performance guarantee in time shall constitute sufficient grounds for the annulment of the award, in which case, the University reserves the right to award the work to the next best ranked Bidder or may call for fresh bids.

#### **4. RESPONSIBILITIES OF THE CONTRACTOR**

- Strict compliance of the terms and conditions of this document. The staff employed by the contractors shall be subject to inspection by the authorized officers of GNLU, Silvassa;
- The contractor shall make payments to its employees in strict observance of Minimum Wages Act. Any failure on the part of the contractor in this regard will entail termination of the contract and forfeiture of the Security Deposits in addition to other penal action as per law.
- The contractor shall maintain a log book under the Supervisor's care in which daily attendance of the staff shall be marked to ensure that required number of persons have been engaged.
- The logbook maintained by the Supervisor of the Contractor shall be shown daily to the authorized officers of GNLU, Silvassa during morning hours and at any other time on demand.
- The contractor shall ensure that the Supervisor supervises all the jobs and attends to complaints personally;
- Supervisor shall take care of any complaints regarding unsatisfactory jobs and shall, in addition, attend to any other job assigned by the authorized officers of the GNLU, Silvassa.
- The contractor shall be responsible for the discipline of its personnel deployed at GNLU, Silvassa premises. Any failure in this regard will be viewed as breach of contract leading to forfeiture of Security Deposits and other action, as deemed fit by GNLU, Silvassa.
- The contractor shall ensure that property of GNLU, Silvassa is not damaged due to negligence of contractor's employee while on duty at GNLU, Silvassa. In case of any damage, the contractors shall be responsible to make payment for the losses;
- Only adult personnel shall be deployed for duty by the contractor and the contractor will have to deploy female worker in the Girls' Hostel.
- The contractor shall deal and settle the matters connected with service matters /conditions of its employees etc., and shall make sure that no labour problem is passed on to GNLU, Silvassa under any circumstances. All precautions shall be taken by the Contractor to ensure that no liability on account of its personnel deployed to serve the GNLU, Silvassa is in any condition passed on to GNLU, Silvassa.
- The contractor shall ensure that the staff employed by them is well mannered, well trained in the Security services and possess good conduct. Physical and medical fitness of the personnel for the job shall also be ensured.
- The contractor shall provide uniform to each of its staff members with Identity Card and ensure that they are properly attired including dress, shoes, I-card etc. GNLU, Silvassa shall not be responsible for any claim of whatsoever nature against the

contractors from third party including claims, if any, from the personnel employed by the contractors and deployed at the GNLU, Silvassa.

- The contractor shall submit character verification of the workers deployed at GNLU, Silvassa from the Police Authorities upon award of contract.
- The contractor should indemnify the GNLU, Silvassa at all times against all claims, damages or compensation under provisions of payment Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen compensation Act, 1923; Industrial Disputes Act, 1947; The Maternity Benefit Act, 1961; Gujarat Shops and Essential Commodities Act including any amendments to the said acts or any other law relating to such contracts made hereunder from time to time by Central or State Governments or any other Authorities. GNLU, Silvassa shall not be subjected to own any responsibility under the provisions of any such Act, Law or Rules.
- The contractor/service provider shall appoint a controlling officer/coordinator to ensure coordination between university and the contractor/service provider.
- The contractor should make adequate inquiries about the character and antecedents of the persons whom they will be deploying. The contractor shall verify and submit the details, if any, including Police records/cases are pending against them.
- The character and antecedents of each personnel of the contractor shall be verified by the contractor before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience proof of residence and recent photograph and a certification to this effect submitted to the Gujarat National Law University.
- The contractor will also ensure that the personnel deployed are medically fit and will keep in record a certificate of the medical fitness.
- The contractor has to provide Photo identify Cards to the persons employed by them for carrying out the work. These cards are to be constantly displayed & their loss must be reported immediately to the University.
- The contractor's personnel working in Gujarat National Law University should be polite; cordial positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of the Gujarat National Law University.
- The contractor shall be responsible for any act of indiscipline on the part of persons deployed. The contractor shall not appoint/sublet any sub company/agency to carry out any obligation under the contract.
- The contractor will replace any of its personnel immediately, if they are found unacceptable to the Gujarat National Law University for any reasons including, security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving instructions from the Gujarat National Law University.
- It is the responsibility of the contractor to comply with prevailing rules and regulations in respect of hiring and supplying manpower as per state Govt. Rules & Regulations.
- Gujarat National Law University shall not be liable for any loss, damage, theft, burglary, robbery of any personal belongings, equipment or vehicles of the personnel of the contractor.

- The contractor's personnel shall not divulge or disclose to any person any details of office, operational process, technical know-how security arrangements and administrative/organizational matters as all are of confidential/secret nature that can attract legal action against the contractor.
- The persons deputed shall not be below the age of 18 years, they shall work cordially in cooperation with the employees of Gujarat National Law University.
- The personnel provided by the Agency should be between 18 – 45 years of age and energetic.
- The contractor's personnel or their legal heirs under no circumstances shall claim any benefit/ compensation/absorption/regularization of services in the Gujarat National Law University under the provision of Industrial Disputes Act, 1947 of Contract Labour (Regulation & Abolition) Act, 1970 or any other Act of the Central/State Government. Undertaking from the person(s) to this effect will be required to be submitted by the contractor to the Gujarat National Law University.
- The contractor shall ensure proper conduct of personnel deployed in office premises and ensure, enforce prohibition of consumption of alcoholic drinks, pan, smoking, interaction with media, loitering without work and will be required to comply with the Regulations/notices/circulars issued by the University from time to time.
- The contractor shall engage the necessary personnel as required by the Gujarat National Law University from time to time. The personnel engaged by the contractor shall be employee of the contractor and it shall be the duty of the contractor to pay their salary every month in time. There is no Master & Servant relationship between the employees of the services provider and the University. Further the said person(s) of the contractor shall not claim any benefit from the Gujarat National Law University. Also the contractor shall not stop the payment of salary to the engaged personnel on account of delays attributed to the Gujarat National Law University, if any.
- The Contractor will submit the bills in triplicate in the 1st week of every month for payment to the GNLU. The payment will be made after necessary deduction in terms of non-permissible absence of the personnel including penalty if any. The contractor shall pass on all the statutory charges (i.e., PF, ESI, Bonus, LWF, Leave, etc.) including minimum basic wages and such other benefits paid by the University directly to the persons deployed, on monthly basis.
- There shall be an automatic increase in the minimum wages of the personnel provided by the contractor consequent upon any increase on such account effected by any Govt. rules, orders, however, otherwise the rate quotes finalized through Tender shall remain fixed throughout the continuity of the contract.
- The transportation, food, medical and any other statutory requirement under the various Act/Govt. Regulations in respect of each personnel of the contractor will be the responsibility of the service provider. This shall include payment of PF, ESI and Service Tax etc. The service provider shall have to furnish the details of every such payments deposited to the respective authorities including PF, ESI etc. in respect of deployed personnel in the University every month prior to the bills submitted for the reimbursements of the actual charges for the services rendered during the month.
- The contractor shall have to pay the wages and salaries to the personnel deployed in their respective bank accounts.

- If necessary Gujarat National University may prescribe the take home wages/remuneration amount for particular type of personnel if it thinks fit, (which will be equal or more than minimum prescribed wages laid down for type as per existing law/ regulations), the contractor shall be liable to comply with the same.
- Reporting hours including working hours of such personnel deployed will be as per the requirements of the Gujarat National Law University, Silvassa.
- The personnel may be called on beyond office hours if required. They will be paid extra as per the rates approved by the Gujarat National Law University Silvassa.
- The contractor will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the Gujarat National Law University Silvassa.
- The contractor shall provide a substitute to the university well in advance if there is any probability of the person leaving the job due to any reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the contractor.
- The Departments concerned and office of Gujarat National Law University will certify the performance and attendance of manpower and issue a certificate of satisfactory services of manpower duly signed by the concerned official. This certificate has to be enclosed with the bills every month to the Accounts section of the University.
- Payments to the contractors would be strictly on certification, by the office with which he/she is attached, that his services were satisfactory and attendance as per the bill forwarded by the contractor.
- In case of any accident to the personnel employed by the contractor/ agency during the 24 Hours, the contractor/agency alone is liable to pay workmen's compensation and any other statutory dues or payments and the GNLU shall not be liable for any payment of such kind. The contractor shall obtain adequate insurance policy/policies in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death/injury/disablement at work etc. The contractor shall be responsible for the safety and security of the Personnel deployed for duty in the office.
- The contractor, controlling officer shall be contactable all the time and message(s) sent by E-Mail/Fax/ /Phone/Mobile Phone from the University Office to the contractor shall be acknowledged immediately on receipt on the same day. The contractor shall ensure every day that the minimum manpower has been complied with.
- The Successful Security Agency shall provide security services on all week days including on all working days, holidays.
- In the event of any security personnel being on leave or absent, the Successful Security Agency should ensure suitable alternative arrangements to make up for such absence.
- The Successful Security Agency shall ensure that the entire staff deployed by it is highly disciplined, maintain punctuality and refrain from any arguments or disputes with the employees, public or their attendants.

#### **4.1 Validity, Extension and Termination of Agreement:**

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

#### **4.2 Rates**

- (1) The rates offered by the Bidder shall be inclusive of all Govt. Taxes / Levies, statutory contributions, cesses, insurance etc. or any other taxes that may be imposed by any authority in future, which are to be settled and born on equitable basis by the Successful Bidder without any liability on GNLU, Silvassa.
- (2) The stamp duty and registration charges will be borne by the contractor.
- (3) All expenses for the execution of contract, service Agreement shall be borne by the Successful Bidder.

#### **4.3 Penalty**

- (1) The contractor shall provide the required number of manpower within a period of two weeks from the date of the contract agreement and failure to comply with the same or found deficient in service shall invite penalty fee on per day basis of 5,000/- or forfeiture of the security deposit and legal proceeding for the omission/deficiencies in service.
- (2) In the case of unsatisfactory performance on the part of the contractors of their personnel, GNLU, Silvassa shall be at liberty to deduct upto 25% of monthly-billed amount. This 25% will be in addition to the deductions made on account of non-supply of materials and absence of personnel of the contractors.



- (3) In extreme case of defaults by the Agency in providing required manpower for three times, service contract will be terminated at the discretion of the University including forfeiture of the Security Deposit.
- (4) Successful Bidder will be liable for any other Taxes/Charges in addition to the manpower Charges/ license fees including the statutory contributions, which should be borne by them. No way GNLU, will Silvassa be held responsible for the same. In the event of any such payment is to be made by GNLU, Silvassa, GNLU, Silvassa reserves the right to terminate the contract forthwith with forfeiture of the Security Deposit.

#### **4.4 Recovery of Sum Due:**

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

#### **4.5 Interpretation:**

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

#### **4.6 Settlement of Disputes:**

In case of any dispute or difference whatsoever arising between the parties out of or relating to the interpretation, application, meaning scope of operation or effect of the service contract or the validity of the breach thereof, both the parties shall make every effort to resolve the same amicably by mutual consultations. If the Parties fail to resolve within 21 days of its occurrence, then the matter shall be referred for settlement to The Director, Gujarat National Law University, Silvassa and the award made in pursuance thereof shall be binding on the Bidder. In case, if the Bidder is not satisfied with the decision of the Director, GNLU, any dispute whatsoever shall be subject to the jurisdiction of Silvassa Courts only.

**PROFORMA FOR TECHNICAL BID**

The Technical proposals to be submitted by the bidder shall contain the requisite information in the sequential manner with list of all supporting documents in support of their claim as prescribed below:

S. No.	Description	Details
1	Name of the Firm	
2	Contact details along with Email IDs, Phone Numbers	
3	PAN /Gol registration any other document (specify)	
4	GST Registration No. (Please attach copy)	
5	Latest GST Return (Please attach copy)	
6	Name of the Proprietor/Partner/Director	
7	Shops & Establishment Registration Certificate as valid Security Services (Y/N)	
8	<ul style="list-style-type: none"> <li>• ISO 9001:2008 or</li> <li>• ISO 9001:2015 Certificate (Y/N)</li> </ul>	
9	<ul style="list-style-type: none"> <li>• ISO 14001:2004 or</li> <li>• ISO 14001:2015 Certificate (Y/N)</li> </ul>	
10	a. Balance sheet and Profit loss account statement for last 03 years [2019-20, 2020-21 & 2021-22] attached (Y/N) b. Income Tax Returns of the assessment years 2019-20, 2020-21 & 2021-22 (Y/N)	
11	Whether the bidder has average annual turnover of at least 3 Crore in last 3 years as per Bid Document? (Y/N)	
12	The Establishment is registered with the Government(Y/N) Please give details of the registration number, licence Number along with document/ evidence	
13	Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment. (Y/N)	
14	The agency is complying with the labour legislations, such as ESI, EPF, Gratuity Act etc. (Y/N) (Please specify as applicable)	
15	EPF No: ESI Code: Security License Number: (Y/N) (Please Attach Copies)	
16	License according to the PSARA (Private Security Agencies Regulation, Act, 2005) (Y/N) (please attach copy).	
17	Experience of similar work in Departments/Autonomous Institutions/Universities/PSUs of the Govt of India or any	

	other State Government or Public Sector Banks or Local Bodies/Municipalities (Y/N)	
18	Proposal validity of 60 days accepted (Y/N)	
19	Power of Attorney/Authorization for signing the bid documents. (Y/N) (Please attach copy)	
20	Whether the bidder has agreed to all terms and conditions as mentioned in the bid document? (Y/N). Undertaking shall be submitted on the company letter head by its authorized signatory along with technical bid	
21	Self-declaration that the bidder has not been blacklisted by any state/central government in India.(Y/N)	
22	Satisfactory performance certificates from Two different existing clients (Y/N)	
23	Details of DD towards Tender fees a) Amount: b) D.D. No. c) Date of issue: d) Name of issuing bank	
24	Details of DD towards EMD a) Amount: b) D.D No: c) Date of issue: d) Name of issuing bank	

**Note: Please attach necessary support documents**

## PROFORMA FOR FINANCIAL BID

Sr. No.	Wages (to be filled as per standard 26 working days only)	Security Supervisor (Skilled labour)	Security guards without arm (Male/Female) (Unskilled labour)	Security Guards with arm (Skilled Gunman)
<b>1</b>	<b>Gross Salary</b>			
	Basic Wages			
	D.A.			
<b>2</b>	<b>Statutory Charges</b>			
	PF (13% on Gross)			
	ESIC (3.25% on Gross)			
	Bonus (8.33% on Basic + DA)			
<b>3</b>	<b>Uniform</b>			
<b>4</b>	<b>Service Charges (%)</b>			
<b>Total (1+2+3+4)</b> [i.e. Total Final Bid for Manpower]				

The above calculation shall be as per standard 26 working days and the rates are filled in accordingly for per personnel per month only. Amounts are to be calculated as per prevailing rates notified/issued from time to time by the government, are subject to change as per changes by the government. Kindly specify the latest rates in the above as applicable along with the circular, Notice, O.M., G.R. effecting the change in the above. The charges mentioned for Uniform shall not be counted for assessment. The amount quoted for security guards without arm shall only be counted for the purpose of assessment including service charges for financial bid.

## DECLARATION

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

Authorized Signatory

(Seal of the Company)

**FORMAT FOR INTEGRITY PACT**

To,  
Gujarat National Law University,  
Sachivalaya, Secretariat Building,  
Amli, Silvassa, Dadra & Nagar Haveli - 396230

**Sub: "To provide Security Services at Gujarat National Law University, Silvassa"**

Dear Sir,

I/We acknowledge that GNLU, Silvassa is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by GNLU. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, GNLU shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

**To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of GNLU**

**FORMAT FOR INTEGRITY PACT**

This Integrity Agreement is made at ..... on this..... day of ..... 20.....

BETWEEN

Gujarat National Law University (GNLU), Silvassa (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....  
.....

(Name and Address of the Individual/firm/Company)

through ..... (Hereinafter referred to as the

(Details of duly authorized signatory)

**"Bidder/Contractor"** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. ....)  
(Hereinafter referred to as "Tender/Bid") and intends to award, under laid down  
organizational ..... procedure, ..... contract  
for..... (Name of work)  
hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Article 1: Commitment of the Principal/Owner**

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract,

demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

#### **Article 2: Commitment of the Bidder(s)/Contractor(s)**

(1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the GNLU all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans,



technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the GNLU interests.

(5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

(1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and

determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

(3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

(1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

(3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

(2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

(3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, GNLU

#### **Article 7- Other Provisions**

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

#### **Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. ....

(Signature, name and address)

2.....

(Signature, name and address)

Place:

Dated:

**ANNUAL TURNOVER CERTIFICATE ISSUED BY THE STATUTORY AUDITOR**

Location:

Date:

From (Name &amp; Address of the Statutory Auditor)

To

The Registrar,

Gujarat National Law University

Attalika Avenue, Knowledge Corridor,

Koba, Koba (Sub P. O.),

Gandhinagar - 382426 (Gujarat).

Ref.:

Sir,

We hereby certify that the average annual turnover of M/s.....  
 (Name of the bidder) is not Less than Rs. 3 Crore (Rupees Three Corer) during the last three financial years.

Sl. No.	Firm	2019-20	2020-21	2021-22	Average of all the three years
		Amount	Amount	Amount	
1					

\*Provisional with 10% variance permissible

**Note: Please attach necessary support documents**

Yours Sincerely,

(Signature of Authorized Signatory)

Name of the Authorized Signatory:

Seal

**Letter of Transmittal**

Date:

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

Dear Sir,

We, the undersigned, offer to provide the Security manpower in accordance with your Tender No. 05/2023 for Providing Security Services dated 15/06/2023. We are hereby submitting our proposal, which includes a Technical Bid Sealed duly signed, stamped in a sealed envelope.

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

The prices quoted by us in the Financial Proposal are valid till 60 days from the date of submission of the quotation. We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date. Prices have been arrived independently without consultation, communication, agreement of understanding (for the purpose of restricting competition) with any competitor.

I / We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Employee Provident Fund Act, ESI, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act and all prevailing regulations of the state as amended by the Government from time to time and shall be fully responsible for any violation.

I/We confirm that we have not been levied financial penalty or any major penalty in the past by any of our client/principal employer and also declare that our firm/agency/company doesn't have any existing litigation, never blacklisted by any client in India.

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

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

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

Yours faithfully,

Place:

(Signature / Name of Authority)

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

**DETAILS OF EXISTING CLIENTS**  
(Provide details of top 3 clients)

<b>S. No.</b>	<b>Name &amp; address of the Institution</b>	<b>Organization</b> (Departments/Autonomous Institutions/Universities/PS Us of the Govt of India or any other State Government or Public Sector Banks or Local Bodies/Municipalities)	<b>Providing Service since</b> (Year)	<b>Value of work</b> (INR)	<b>Detail of contact person, designation, department, Phone No. &amp; Email IDs</b>
1					
2					
3					

**Note:** Please attach necessary support documents