

Terms and Conditions

The terms and conditions of Security Services at National Law University and Judicial Academy, Assam, NEJOTI Building, Ulubari, Guwahati -7 and Permanent Campus of the University at Amingaon are as:

Scope of Work:

1. Area:
2. The Security Service should cover the following requirements:
 - a) One Security Guard at Main Gate round clock (2x3) = 6
 - b) One Security Guard at nearby boys hostel round clock (3 x 2) = 6
 - c) One Female Security Guard at nearby girls' hostel round clock (3 x 2) = 6
 - d) One Security Guard at Administrative Building
 - e) One Security Guard at Academic Block

* Number of security to be deployed shall be variable of the decision of competent authority.

Terms and Conditions:

1. To man the main gate round the clock and to keep the gate closed and locked during the night.
2. To keep a register to record for every entry and exit of personnel and vehicle.
3. Patrolling of the main campus including boys hostel and girls hostel
4. To switch on and off the generator in case of power failure.
5. Every Security Guard should have one baton and one torchlight.
6. Security Guards should be well behaved and uniformed.
7. Under normal circumstances they will prepare a situation report at 9:00 AM in the morning and 5:00 PM in the afternoon every day.
8. Security Guard should maintain telephone numbers of nearby Police Stations, Fire Station, Hospital and all the officials of the University.
9. The Security personnel should keep details of the personnel engaged by the services providers. Proper record of entry and exit of these people should also be kept. The Security Firm should ensure proper supervision of the security guard everyday and apprise the University with a proper security information management report.

Other Terms and Conditions:

1. The service may be terminated by giving one month prior notice by either of the parties.
2. Payment will be made through cheque within one week of the following month on submission ESI, PF deposit and other related documents.
3. The security agency shall have to deposit security amount as decided by the University Authority on negotiation.

REGISTRAR

N.B.: Subject to modification on mutual agreement from time to time as per requirement of National Law University and Judicial Academy, Assam.

Other Terms and Conditions:

1. The sealed bids will be received by National Law University, Assam upto 15 (fifteen) days. Any bid received after the prescribed date shall not be considered irrespective of rates quoted.
2. Earnest Money (EMD) of Rs 27500/- should accompany the Techno-commercial bid document. The EMD shall be paid in the form of Demand Draft/Banker Cheque from a Nationalized bank/scheduled commercial bank in favour of the Registrar, National Law University and Judicial Academy, Assam, payable at Guwahati. Such EMD shall not carry any interest. Any bid not accompanied by requisite EMD shall be deemed to be invalid and will be rejected by the University.
3. The EDM shall be forfeited:
 - a) If the bidder withdraws his bid during the period of bid validity.
 - b) In case of successful bidder, if he fails to furnish the required Performance Guarantee within the specified time limit.
4. The EMD of successful bidder shall be retained towards making of the security for the performance of the contract and shall only be discharged after submission of the required Performance Guarantee.
5. The bid shall remain valid for a period of 15 (fifteen) days from the date of receipt of the bid.
6. The bidders should inspect the site before filling in and submitting the tender to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof. Tender must be submitted in original and without making any additions, alternation and as per details given in other clauses giving hereunder. The requisite details shall be filled in by the bidder in the Tender Document whatever required.
7. **Rates and Prices**
 - a) Bidders should quote the rates in the format giving at Annexure-3. Incomplete bids will summarily be rejected. All corrections and alternations in the entries of tender papers will be signed in full by the bidders with date.
 - b) All statutory duties and taxes (including excise and custom) VAT and other may be clearly specified. Price quoted shall be firm and any variation in rates, price or terms during validity of the offer shall require forfeiture of the EMD.
 - c) No additional freight or any other charges etc. would be payable.
8. **Terms of Payment:**

Payment will be released on monthly basis within a fortnight after receipt of bill and certification by Administration Division that the services provided during the month are satisfactory.
9. **Liquidated Damages**

The University reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by NLUA security deposit or pending bill or by raising a separate claim. University authority shall fix the rate of Security Deposit on negotiation.
10. **Deductions for Exceptions**

The deductions shall be made for the following jobs, if missed as exception. Such exceptions will duly be conveyed to the contractor by NLUA in writing.

 - i) Not properly carrying out the job as defined for 'daily' – 2% (each exception)

- ii) Not properly carrying out the job as defined for ‘weekly – 3% (each exception) ‘fortnightly’ or ‘monthly’

However, if the exceptions become general practice, action will be initiated as per clause 11 above.

11. Performance Guarantee

- 11.1 The successful bidder shall furnish a performance guarantee for an amount equal to 10% of the yearly awarded value, within 10 calendar days from the date of acceptance of the bid for due and proper fulfilment of contract.
- 11.2 EMD of successful bidder shall be discharged after receipt and acceptance of the Performance Guarantee towards full Security Deposit in the valid format. EMD of unsuccessful bidders shall be discharged after award of work to the successful bidder and signing of contract thereof.
- 11.3 The performance guarantee provided by the successful bidder may be in the form of a bank guarantee from a Nationalized Bank which should be valid for the period of guarantee from the date of issue or Demand Draft in favour of National Law University and Judicial Academy, Assam.