

प्राचार्य कार्यालय,

भगवान महावीर आयुर्विज्ञान संस्थान, पावापुरी, नालन्दा - 803115

Principal Mob. No-

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पत्रांक - 1338

दिनांक 06/10/2022

**Notice Inviting Tender**

**for**

**Providing Security Services at Bhagwan Mahavir Institute of Medical Science,  
Pawapuri, Nalanda**

Principal, Bhagwan Mahavir Institute of Medical Science (BMIMS), Pawapuri, Nalanda Invites sealed tenders under two bid system (Technical bid & Financial bid) from reputed, interested and eligible agencies to provide security services through ex- servicemen and civilian guards, both as per the requirement of the institution. Tender documents can be downloaded from the Institute website: - www.vimspawapuri.org or can be purchased from the office of the principal, BMIMS on any working day between 11.00 AM to 4.00PM by paying tender document fee in the form of DD.

| Schedule |                                 |   |
|----------|---------------------------------|---|
| 1.       | Tender document fee             | Rs. 1000/- in form of demand draft.           |
| 2.       | Earnest Money Deposit           | Rs. 2,00,000/- in form of demand draft.       |
| 3.       | Pre-bid Meeting                 | 21/10/2022 (Friday) up to 12.30PM.            |
| 4.       | Last date of Submission         | 10/11/2022 (Thursday) up to 05.00PM.          |
| 5.       | Opening date of Tender document | 11/11/2022 (Friday) at 12.30 PM               |
| 6.       | Performance Security deposit    | 10% of the annual contract value after L.O.I. |

**HELPLINE NO.- 7050769325**

Note: - BMIMS – Stands for Bhagwan Mahavir Institute of Medical Science.

Principal  
BMIMS, Pawapuri  
Nalanda.



## **Notice Inviting tender for selection of Agency to Provide Security Services at Bhagwan Mahavir Ayurvigyan Sansthan College, Pawapuri, Nalanda**

Principal, Bhagwan Mahavir Institute of Medical Science, Pawapuri, Nalanda invites sealed tenders in two bid systems (Technical & Financial) from reputed, interested and eligible agencies to select a single agency to provide security services through ex-serviceman and civilian guards as per the requirement of the institution.

1. **Objective:** - To safeguard the building, equipment and materials staffs working in the premises, patients' residential area and where ever they are deployed/ needed apart from monitoring and surveillance of premises. Security personals helping attitude bring great relief to persons in grief.
2. **Tender document fee:** - Rs. 1000/- (Rs. One thousand) only in the form of Demand Draft issued from any scheduled nationalized bank drawn in favor of Principal BMIMS, Pawapuri, payable at Pawapuri. It is non- refundable.
3. **Availability of Tender Document:-**
  - i. You can Purchase tender document form from the office of the Principal, BMIMS, Pawapuri by paying tender document fee on any working day between 11.00 AM to 4.00 PM.
  - ii. You can download the Tender document from the institution website:- [www.vimspawapuri.org](http://www.vimspawapuri.org)
4. **Contract Period: -**

The Contract will be valid for a Period of 02 (Two) Years from the date of agreement and can be further extended on request of the contractor for one year if the performance is found satisfactory by the committee of the institution. However, the terms and conditions and service charges will be constant and only VDA from time to time as notified by labor deptt. will vary. The agency will have to provide services till the new arrangement is made for the security services even if the contract is complete .However, if there is any order regarding provision of security services by the state government, its order will prevail and the contract will come to an end immediately.
5. **Eligibility Criteria:-**
  - i. The bidder should be Registered Company under company's act 1956/2013/partnership firm under Act 1932/Trust/ Society Registration Act 1860/ Proprietorship firm registered (1953) under shop & establishment act or whichever applicable.
  - ii. Bidder must have license in according with the Private Securities Agencies Regulation Act (PSARA) 2005 and the license should be valid for the whole state or at least for the concerned district. DGR Empanelled agencies if able to Provide Services can also apply.



- iii. The bidder must have annual turnover of not less than 1.5 Crores each year in last three Financial year FY -2019-20, 2020-21 and 2021-22.
  - iv. The bidder must have experience of Providing Security Services through ex-servicemen/ Civilian guard/ Armed/Unarmed, Security Supervisor to Central/ State Govt./PSU for at least 150 guards.
  - v. Bidder must have registration under contract labor act (R&A) 1970/State Govt and should have a labor license issued by the labor dept, Govt. of Bihar. If not so, they will have to give an undertaking that it would be obtained within thirty days of the award of Letter of Intent (LOI) failing which the agreement will automatically be terminated.
  - vi. Bidders should have its office in Bihar preferably at Patna. If not so, he will have to give an undertaking that if he gets LOI; he will open the branch office in Bihar within 45 days.
  - vii. Bidder should have GST registration and PAN card in the name of the Agency/Firm/owner of Proprietor Company.
  - viii. No Joint venture/consortium is allowed to participate in the tender.
  - ix. Bidder should not be black listed/banned/convicted by any court of law for any criminal or civil offenses/declared ineligible by any authority of state/ central/PSU for participation in future bids for unsatisfying performances, corrupt, fraudulent or any other unethical business practices for during the last three years before the last submission date of bids. If any show cause notice has been issued, it must have been complied with a satisfactory accepted statement. No criminal or vigilance case related to cheating, forgery, criminal breach of trust, theft and prevention of corrupt act should be pending in any court of law against the bidder.
6. **Cost of Bidding:** - The bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the bidding process. The authority will not be responsible for such costs regardless of the conduct or outcome of the bidding process.
7. **Site Visit:** - Bidders are advised/encouraged to visit site before submitting their bids and get acquainted with the area, accommodation etc. if they wish. It shall be deemed that by submitting bid the bidder has-
- i. Made a complete and thorough examination of the Tender document.
  - ii. Received all information regarding benefits, challenges and solutions.
  - iii. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in tender document.
8. **Pre-bid Meeting:** -To discuss the scope of work and to clarify any other issues with respect to this tender, the authority will hold pre bid meeting on 21/10/2022 at 12.30 pm at conference room of the administrative block of Bhagwan Mahavir Institute of Medical Science, Pawapuri, Nalanda. Prior to the meeting, aspirant bidders may

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submit a list of queries and proposed modification by email or may submit in the pre bid meeting, if any to the project requirements. However, it is up to the authority either to accept or reject modification. If some acceptance or modification or anything new is decided, it will be communicated over the institution website and will not published in newspaper.

9. **Earnest Money Deposit (EMD):** - EMD of Rs. 2,00,000/- (Rs Two lacs) only in the form of Demand draft issued from any scheduled nationalized bank drawn in favor of Principal BMIMS, Pawapuri, payable at Pawapuri. Bidders claiming exemption of EMD will have to submit proper documentation with technical bid. No interest will be payable on this amount. It will be refunded to unsuccessful bidders within one month of signing of Agreement with successful bidder. EMD of the successful bidder will be returned within 15 days of submission of performance security deposit.

10. **Amendment to the Tender document:-**

- i. At any time prior to the last date of submission of bids the Authority may for any reason, whether at its own initiative or in response to clarification requested by bidder(s) can modify the tender document by the issuance of addendum.
- ii. Any addendum thus issued shall be uploaded on the institution website and will NOT be published in any daily newspaper.


11. **Submission of Bids:** -A bidder must submit only one bid. If more than one bid is submitted by the same bidder, both will be summarily rejected. Tender document should be computer typed with pages bearing signature and stamp. Cutting should be avoided and if necessary should be done by one line and bear the initial of authorized person. Over writing or use of eraser will make the document invalid. The tender is in two bid system: -

A. **Technical Bid:-**

One envelope of sufficient size to accommodate all the papers required to be attached with the technical bid as enumerated in Annexure-A' should be superscripted "Technical Bid for providing Security Services at Bhagwan Mahavir Institute of Medical Science, Pawapuri, Nalanda" addressed to the Principal, BMIMS, Pawapuri, Nalanda. None of the financial (commercial) document should be placed in their technical bid envelope. This envelope should bear the Name, address, contact No. and email of the bidder. It should be sealed from all four sides. Unsealed, even partly dilapidated envelop will not be accepted. Documents submitted must be legible. Illegible document will not be considered. Submitted document should be in Hindi or English language only.

B. **Financial Bid:-**

Second envelope of sufficient size to accommodate financial document in the format as per annexure -E. should superscripted "Financial bid for providing

  
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Security Services at Bhagwan Mahavir Institute of Medical Science, Pawapuri, Nalanda". It should be addressed to the Principal, BMIMS, Pawapuri. This envelope should also bear name, address, contact no. and email of the bidder. It should be sealed from all four sides. Unsealed, tattered envelopes will not be accepted.

- C. Both envelopes should be placed in a big envelope to get accommodated easily and be superscripted "Tender for providing Security services to BMIMS, Pawapuri, Nalanda" and sent to the address-Principal, Bhagwan Mahavir Institute of Medical Science, Pawapuri, Nalanda- Pin code-803115.

**12. Last date of submission of Bids:-**

Bids must be sent either by Registered Post or by speed post. Bids sent by any other means will not be considered. Last date of submission of bid is 10/11/2022 by 5.00 P.M. If the date is declared holiday, then the next working day will be the last date of submission. Bids received after due date will not be considered.

**13. Opening of Bids: -**

Received bids will be opened on 11/11/2022 (Friday) at 12.30 PM in the conference room of the administration block of the college in front of bid evaluation committee. On that day, only technical bid will be opened. Interested bidder or their authorized representative with proper letter of authorization may be present on the day. No other person other than the bidder or authorized person will be allowed. Their absence will not be an impediment of opening tender and it will be opened even in their absence. So far, the financial bid opening is concerned, only those bidders's financial bid will be opened who will be found technically successful by the bid evaluation committee and only they will be informed about the date of financial bid opening. Even in financial bid opening their absence will not be an impediment of opening of bids.


- 14. Validity of bids:-** Bids shall remain valid for 120 days from the opening of the technical bids. However, with the mutual consent the validity may be extended up to 180 days.

- 15. Consortium:-** No consortium will be entertained. The bidder shall hold the full responsibility of the contract.

**16. Right to accept and to reject any or all Bids:-**

Notwithstanding anything contained in this tender, principal reserve the right to accept or reject any bid and to annul the bidding process and reject all the bids at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reason thereof.

- 17. Quality: -** Security guards should be well trained and follow strict procedures to ensure they are always safe. Security guards need to be physically fit and able to make quick decision to ensure the safety of themselves and the people whom they have to provide security. Above all they should be well oriented to the duty,

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friendly & firm especially when interacting with public. Public rely on security guard. They should be courteous and respectful while performing their duties.

**18. JOB Responsibility: -**

- i. The security agency will be responsible for overall security arrangement of the Institution and will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
- ii. Security guards shall ensure that doors, windows, pipe line, lights, fans etc. if are not in use be closed and in working hours be open prior for cleansing. Electrical appliances like fan, AC etc. when not in used be closed and with the start of working be on.
- iii. To Check and verify the entry and exit of personnel, baggage, materials, vehicles etc. and patrolling in proper order and keeping watch over them.
- iv. Monitoring and reporting to concerned authorities/officials of the institution, in case of any breach/breakage in fencing, encroachment, trespassing, defacement of wall putting up of banners/posters, lying of cable lines etc along boundary wall of the premises.
- v. To safe guard the property against theft, damage, misuse etc.
- vi. Strictly not allowing private ambulances to get parked and handling tactfully and strict fully illegal parking. They should also ensure that only authorized persons/vehicles enter the premises after proper verification.
- vii. Goods, materials, equipments etc. shall not be permitted to be taken from outside the premises without proper authority permission.
- viii. The security guards at all time should be firm but be polite, respectful, and responsive to patients, visitors, employees and always have helping attitude.
- ix. Security guards shall not accept any gratitude or reward in any shape and for any work.
- x. They shall be responsible to maintain all property and equipments of the institution.
- xi. Security guards will take care of vehicles, scooters, bicycles located within the premises.
- xii. Entry of street dogs and stray cattle in the premises is to be prevented and at once driven out.
- xiii. Guards on patrol duty should take care of all the water taps, electric appliances, valves, and hydrants, unauthorized and unwanted persons in the premises.
- xiv. They should ensure that flower plants, trees, grassy lawns are not damaged by staffs/outsideers/ by cattle. They shall ensure door keeping duty (opening & closing).
- xv. They should be trained to extinguish fire with the help of fire extinguishers and other fire fighting materials and have to help public in safe evacuation from fire or any other natural calamity.
- xvi. Security guards will not leave the premises/post until his reliever reports for duty.



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- xvii. They should not be negligent, sleeping in duty hours, gossiping, drunken.
- xviii. They will have to keep the record of incoming vehicles like registration no, time of entry/ exit whether ambulance or other vehicle, purpose of visit.
- xix. They are required to attend VIP, officers, distinguished guests whenever directed.
- xx. They must be vigilant and required to keep strict vigil on suspicious looking persons/activity/objects and take immediate action as deemed suitable.
- xxi. Any other duty/responsibilities assigned by the administration are to be carried out and complied.
- xxii. Security personnel will ensure that there is no unidentified/unclaimed/suspicious object/person in the building/premises. Vehicles entering should be identified and noted in register.

#### **19. General Terms & Condition:-**

- i. Tender document should be computer typed, page no. indexed and each page must be signed & stamped, submitted documents should be self attested, signed with stamp.
- ii. Bidders are advised/encouraged to submit their bids after visiting the site and see complete area of operation, nearby residential facilities and any other relevant matter regarding performance of works, assess hurdles etc. It shall be deemed that by submitting a bid, the bidder has:-
  - a. Made a complete and careful examination of Tender document.
  - b. Has received all relevant information about rendering services and is fully satisfied.
  - c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the tender document and his site visit.
- iii. The security personal provided by the agency will always be the employees of the contractor and there will be no relationship of employer and employees between the personnel and the institution. All statutory liabilities like ESI, EPF etc. will be paid by the contractor as per the statutory obligations in vogue.
- iv. The contractor must be able to supply ex-servicemen as security guards/civilian guards/Female guards or other categories of security personnel as and when required by the institution.
- v. The agency shall ensure that none of its employee on duty are in drunken state or consume drugs, prohibited substances, smoking etc.
- vi. Agency shall provide complete uniform for winter and summer, Rain coat, dragon torches suitable and proper lathes, walkie-talkies as per need assessment
- vii. Personnel deployed by the agency shall be smartly dressed in neat and clean uniform, should be of robust physique and project an image of utmost discipline. They have to be courteous with appropriate mannerism in dealing with.
- viii. **Physical standards should be as follows:-**



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- i. Height- minimum 160cm. for male and 150cm. for female.
- ii. Chest- minimum 32" with expansion of 2" (for male only).
- iii. Eye sight- For distant vision-6/6; for near vision-0.6/0.6 with or without correction with glasses. No color blindness; and no heaving defect.
- iv. Dexterity and strength to perform searches handle objects and use force for restraining individual if required.
- ix. **Uniform:** - It should not resemble the one worn by our defense services. It should include an arm badge distinguishing the agency, chest badge indicating designation; whistle attached with whistle cord to be kept in left pocket and shoes with laces.
- x. The antecedents of personal deployed must got verified by the agency from appropriate police authorities and an undertaking in this regard to be submitted to the institution.
- xi. The agency shall maintain a register in which day to day deployment will be entered while raising the bill, the deployment particulars of each month, each shift, should be shown to the nodal officer designated by competent authority.
- xii. ALL LIABILITIES ARISING OUT OF ACCIDENT OR DEATH WHILE ON DUTY SHALL BE BORN BY THE AGENCY.
- xiii. The agency and its staff shall take proper reasonable precautions to prevent loss, destruction, and waste of Institution property, misuse of electricity and water as well as areas of institution premises.
- xiv. In the event of any loss caused to the institution, as a result of any lapse on the part of the agency as may be established after an enquiry conducted by the institution, such loss will be made good from the amount payable to the agency. Decision of the Principal will be final and binding to the agency.
- xv. The Principal has right to remove any person in case he is not satisfied with his/her job performance and the agency will have to arrange the suitable replacement for all such cases and similarly agency reserves the right to change the staff with intimation to administration.
- xvi. Agency shall deploy experienced, exercised personnel and trained as per PSARA 2005 guidelines of minimum 100 hrs. class room instruction and 60 hrs. of field training. The agency will also have to arrange training schedule for updating of skills inclusive of disaster management, fire fighting, crowd management, behavioral aspect etc. and shall provide advance schedule to the administration. He also will train its personnel for parade, salami etc. Institution will provide space/lecture halls for such training programme.
- xvii. The agency should have a proper working office in Bihar Preferably at Patna, but if not, they will have to open it within 45 days of LOI and has to give address, contract person & contact no. failing which his contract will be terminated and performance security deposit will be forfeited.
- xviii. The man power supplied by the agency shall also be trained on existing fire detection alarm system and fire fighting system installed in the institution, so that in case of an outbreak of fire they should be able to undertake fire fighting operations. (The staffs selected for deployment will compulsorily under go ON SITE training for at least 03 days under the agency



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arrangement and expense a list of such trained manpower has to be submitted to the institution).

- xix. The contractor preferably should have its own establishment (set up) mechanism to provide training to guards to ensure correct and satisfactory performance of his duties and responsibilities.
- xx. In case of Ex-Serviceman contractor shall submit copies of discharge books of the deployed Ex-Serviceman before their deployment.
- xxi. The contractor will ensure that job responsibility is strictly being carried but by its deployed personnel satisfactory without latches which can only be reached by adequate supervision. Supervisor must organize surprise visit (during day and night) to check the alertness and attentiveness of security guards.
- xxii. The eight hr. shift duty will normally commence and shall cover round the clock. The timing of shifts is changeable and can be fixed from time to time depending upon the requirements. Prolonged duty hours of more than a stretch shall not be allowed. No payment shall be made for double duty, if any. However, if rarely such situation may come, then the contractor will have to coordinate with administration.
- xxiii. The payment will be made subject to availability of funds under proper heads for actual shifts manned/operated by the personnel deployed by the contractor and will be based on the attendance sheet duly certified by the designated authority. No other claims on whatever account shall be entertained by the institution. The contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this the following procedure will have to be adopted:-
  - i. Contractor shall pay their entitled wages by first week of the month. It shall not be linked with the payment of bill by the institution.
  - ii. Payment to such workers must be made by contractor through cheque. Under no circumstances, cash payment will be allowed. To ensure this, he will get bank account opened for every engaged worker.
  - iii. Payment claim to the institution will be put up by the contractor in triplicate with claim bill for payment contractor must file a certificate certifying that the-
    - a. Wages of the workers were credited to their bank accounts.
    - b. ESI contribution relating to workers amounting Rs. \_\_\_\_\_ was deposited on (date). Copy of the challans enclosed.
    - c. EPF contribution relating to workers amounting Rs. .... was deposited on (date) (copy of the challan enclosed)
    - d. He is complying with all statutory labor laws including Minimum wages Act.
- xxiv. If any over payment is detected as a result of post audit in the monthly bills submitted by the contractor, it shall be recovered by the institution.
- xxv. The contractor will not allow or permit his/her employees to participate in any union activities or form a union or invite any union leader or create obstacles in working in the premises of institution. It will be the responsibility of the

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contractor that the institution may run smoothly and no hindrance is created. In case of any legal implication arising due to contract, the agency will be solely responsible and bear all the expenses to settle up the dispute and pay for any loss of property by its employees.

- xxvi. As this is a tertiary care institute, so many times the personnel have to wear PPE kit to works for their safety and perform task.
- xxvii. Washing and maintenance of uniforms etc will not be borne by institution.
- xxviii. All the grievances and payment related issues shall be taken care of by the agency. No grievance shall be entertained by the institution.
- xxix. Service provider shall make it clear to its deployed personnel and get an undertaking/affidavit that he/she will not have any claim for permanent/contractual service in the institution as a consequence of his/her engagement and no representation on this behalf shall be entertained by the Institution in any case.
- xxx. No. of Security guards, whether ex-services men or civilian, male/female, supervisors or other will be decided by the institution and demand may increase or decrease. Security guards should be at least 10th passed. For ex-service men/paramilitary personnel of high integrity and good conduct, age must not be above 55yrs. and should be at least of lance naik rank in the Indian Infantry. For civilian must not be above 45yrs. and minimum age not less than 21yrs.
- xxxi. Security supervisors should have the experience of working in Indian Armed Force/Paramilitary/Police force and should have been of the rank of Naik/subedar or equivalent and above. Maximum age limit will be 55. They will be male only.
- xxxii. Institute may require Security officer, who will be in charge of the entire force. Apart from all the duties he will also lodge complaints relating to security matters for FIR at the concerned police station. He will also try his best to maintain discipline and law and order within the complex and protection through its personnel. He should also be a serviceman of Subedar/subedar major rank/Police deptt. Maximum age not more than 62yrs.
- xxxiii. Conditional tenders will not be accepted.
- xxxiv. Institution reserves the right to ask for any clarification regarding tender document or if there is some query also may ask to bidder to clarify the matter in writing only which will be communicated through mails, but it is the sole right of the evaluation committee of acceptance or rejection of clarification.
- xxxv. In the event of security guard not reporting for duty, alternative arrangements/replacement shall be made by the agency, immediately without jeopardizing the security of establishment.
- xxxvi. Agency shall remove his personnel on completion of contract/whenever asked.
- xxxvii. As it is a Government institution and comes under Right to information Act, so whenever any record/document will be required, agency will provide that one.
- xxxviii. If the Government order comes to terminate the contract it will be terminated. Whatever the government instruction come it will be followed.
- xxxix. Agency is advised to get undertaking obtained from each of its deployed personnel that he is fully acquainted and known that working in this institution is



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completely temporary one and he will not claim at any point of time for contractual or regular absorption on the post or join any pressure group or union of the persons for same. Strike will be strictly prohibited

- xl. Service provider will have to abide by all applicable laws and the institution will not own any responsibility in this regard. He has to maintain all statutory registers and shall produce whenever demanded by appropriate authority.
- xli. Service charge should be more than 2% in any case. Service provider will have to bear for uniforms, training etc. and will NOT charge any Diem from the deployed force. So he is advised not to adopt any malpractice for the tender. Service charge should be such to meet all the expense to be borne by service provider, administrative cost, walkie-talkie uniforms, off duties, holiday duties etc.
- xlii. As it is security service, so no compromise is accepted. In case of new tender, agency will hand over all the posts to new one, so that situation of none availability does not arise.
- xliii. Accommodation, transportation, food, or allowance for the some will not be the responsibility of the institute. It will be the responsibility of the agency that no post is vacant in any shift.
- xliv. Training on behavior aspects, ethics, and skill parade will have to be the ensured by the agency.
- xliv. In the event of termination of contract, the agency will withdraw its employees and equipments when ever ordered.
- xlvi. TDS and GST as per law will be deducted from the bills.

**20. Covenants: -**

A.-Agency shall ensure compliance of all applicable laws, rules and regulation, guidelines or policies for the performance of obligations under the agreement.

B.-Agency shall be responsible for any existing/government charges, taxes, liabilities or fees or any personnel taxes and shall indemnify and hold harmless the authority for any liability in this connection.

C.-Other than as may be permitted by the agreement, agency shall not disclose, use or share any data/information/record etc. with respect the institution where it is providing services and shall treat all information confidential.

- 21. Performance Security Deposit: -** The selected bidder after getting letter of intent (LOI) will have to sign an agreement, the content of which will cover the whole tender document on non-Judicial stamp paper of Rs. 1000/=(Rs. One thousand only) and submit a performance security deposit amounting to 10% of the total contract value which will depend upon the requirement given in work order. If in between, requirement arise then accordingly performance security deposit will have to be deposited according to the revised contract value. This is to be paid in the forms of Demand draft issued from any scheduled nationalized banks, drawn in favor of Principal. BMIMS pawapuri, payable at pawapuri. No interest will accrue and paid on this deposit, it shall be effective from date of contract to six months after satisfactory fulfillment of the contract for adjustment of any claim of institution arising out of terms and conditions performing to this tender. It will be refunded within six months after completion of work.



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**22. Reservation Policy:** - Bidder will be required to follow the policy of Reservation policy of the state of Bihar, as per Letter no. 23/outsourcing-10/2017 General Administration department 14556 dated 17<sup>th</sup> November 2017 and would be required to submit a certification to this effect to this institution.

**23. Liquidated damage or penalty for Lack of Performance:** -

1. Intentional and consistent delay in payment of ways shall not be tolerated and a penalty of Rs-100/- day may be levied for delay and shall be deducted from the bill's service charge.
2. Practicing touting, taking money from patients or attendants. for help/providing service, practicing any unlawful deed or any such work, which in any way tarnish the image of the institution, an amount of Rs.5000/- (five thousand) only will be deducted from the bill in first instance and the concerned security staff has to be replaced immediately by agency. This can only be achieved by strict vigilance, parade, training, counseling process to be done by best supervisions and time to time interaction with agency personnel.

**24. Evaluation of Tenders:** -

- a. The Evaluation committee shall evaluate the technical bids with reference to technical requirements and other given in the tender document. All eligibility criteria's have to be satisfied on the date of submission of bid and not later.
- b. Tender without tender document fee and earnest money deposit shall be rejected without further evaluation. If the agency claims for relief being MSME firm then proper documents for claim of relief will have to be submitted with tender document.
- c. Only the Technical qualified bids shall be further evaluated for opening and evaluation of financial bids.
- d. Tender quoting the lowest bid amount for services defined in the scope of work shall be considered for the award of contract. Only one bidder will be selected who will have to supply all required categories of security personnel, total value for types of personnel etc. security guards, civilian, male & female guards - Ex servicemen, supervisor (ex serviceman) security officer (ex serviceman). For the purpose of comparison of total bid amount for L1 bidder, the rates quoted by respective bidders of each type of personnel mentioned in Annexure I will be multiplied with corresponding tentative no. of that type of personnel and total thereof will be derived, on this service charge will be derived and total of personnel payment and service charge will be added. Thus tender value of tentative manpower which the respective bidder intends to provide will come. The Amount of the bidder found L1 will be awarded letter of intent. However award of work will be given as per requirement. In case of tie, the awardees will be selected as per evaluation committee decision which can be experience/no of security personnel provided to the client or keeping some personnel's on probation for one week to judge the working/lottery or any other method which the committee finds fit.

**25. LIST OF ADDITIONAL CONDITIONS & SCOPE OF WORK**

- a. The agency shall provide security of the Institution deploying full safe security measures, providing early working and mobilizing trouble shooting elements.



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- b. Agency shall protect property/cash/documents/machines & equipment against burglary.
- c. Agency shall regulate access control at gates, prevents incises of institute grounds, and facilities by outsiders, preventing tress pasting, unauthorized parking/ construction, squatting in the campus, vandalism, breaking of twinges/trees throwing of garbage/littering through its guards and supervisors and should timely report to the authority.
- d. Agency will provide security during officials, social and religious functions inside to campus.
- e. Its deployed personnel undertake fire fighting operations with provided equipment.
- f. Agency will conduct security audits/surveys/ investigation constancies as per requirement.
- g. Carry out any other job assigned by competent authority in interest of the security of institution.

**26. Penalty Clause: -**

- a. In case of any loss/theft of the Govt. property, the committee will consider the circumstances leading to the loss/theft and if the responsibility is fixed upon the agency the agency will make good loss within a period of specified time or else deduction of the cost will be made from the following monthly bill/ bills.
- b. For any breach of contract Institution shall be entitled to impose a penalty of Rs. 10.000/- (Rs. Ten thousand only) on the 1<sup>st</sup> occasion. Some of the instances are enumerated below.
  - 1. Personnel not in proper uniform and displaying photo identity card.
  - 2. Personnel found indulging in smoking, drinking, buyers on mobile, sleeping during duty hours impersonating, indulging in such deeds, behavior which will tarnish the image of the institution.
  - 3. In case any public complaint is received attributable to misconduct/misbehavior of agency's personnel, stringent action will be taken against the personnel.

**27. Forfeiture of Performance Security Deposit: -**

- a. If the Agency fails to start the services within 90 days, the it may result in forfeiture of performance security deposit and black listing and may result in termination of contract, and even black listed.
- b. If any agency is found fraudulent practice, corrupt practice, undesirable practice, coercive practice, restrictive practice, his performance security deposit will be forfeited and other legal actions as seen deemed fit will be taken by the institution.
- c. Appropriation of performance security wholly or partially will be right of institution in the event of agency being in default of the due faithful and punctual performance of its obligations under the agreement during the contract period or owing any sums, what so ever to the authority under the agreement or in the event of there being any claims or demands what so ever which may at any time be made or have been made on behalf of the authority

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for or against the agency under the agreement, the authority shall, without prejudice to its other rights and remedies.

28. **Fraud & Corrupt Practices:**

- A. The bidders and their respective representatives shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained liable in any manner what so ever to the applicant, if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be, in bidding process, such applicant shall not be eligible to participate in any tender issued by institution either from Superintendent for Hospital or Principal for college or common tender of institution during a period of two yrs.
- B. **Corrupt Practice:** - means offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process for avoidance of doubt, offering employment to or employing, or engaging in any manner what so ever, directly or indirectly, any official of the Institution who is or has been associated in any manner, directly or indirectly with the bidding process.
- C. **Fraudulent practice:** - means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence bidding process.
- D. **Coercive practice:** - means impairing or harming or threatening to impair or harm, directly or any person, or property to influence any person's participation or action in the bidding process.
- E. **Undesirable practice:** - means establishing contact with any person connected with or employed in institution with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process or having a conflict of Interest.
- F. **Restrictive practice:** - means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a fault and fair competition in the bidding process.

29. **Right to vary quantity and quality**

At the time of Award of contract, the number of manpower resources and given in tender may be changed. It shall be without any change in service charge or other terms & conditions of the bid and bidding documents. If the institution (College & Hospital or either of the two) does not engage/hire anyone or engage less then quantity specified in the bid or engage more than

  
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the quantity specified in the bid or engage more than the quantity specified, the agency shall not be entered for any claim or compensation. In case of additional requirement agency has to supply required no.

**30. Commencement of Contract:-**

1. After finalization of tender and selection of successful bidder the letter of intent (LOI) will be sent to the bidder. The bidder will acknowledge the same and in return, send letter of Acceptance.
2. Then Agency shall a) arrange the performance security Deposit amount, b) shall prepare list for deployment of Security Guards/Supervisors as per norms described in tender document.
3. Agency shall execute the agreement on non-judicial stamp paper of Rs. 1000/= (Rs one thousand) only denomination within a week of deposition of performance security deposit, better along with. This cost will be borne by the agency.
4. The Agency shall be fully responsible for ensuring correctness, genuine and validity of the documents of its employees deployed in the institution and shall submit attested documents by it. In case of Ex service man photocopy of discharge book & P.P.O. shall be submitted. Attested copy of undertaking of the deployed persons for having knowledge of all service condition and risk factors and no claim of absorption in future the institution has also to be submitted.
5. The Agency shall produce certificate of labor license for this work within a period of one calendar month.
6. Agency shall provide its local address in Bihar contact person no. in case the office is not in Bihar.

**31. Reservation of Rights: -**

Bhagwan Mahavir Aayurvigyan Sansthan, Pawapuri, Nalanda reserves the right to: -

- (a) Extend the closing date for submission of Proposals.
- (b) Amend the proposal requirements at any time before the last date of submission.
- (c) Seek information from the bidders on any issue at any time.
- (d) To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or any one option to more than one bidder.
- (e) Terminate or abandon the entire bidding process whether before or after the receipt of bids.
- (f) Make enquiries of any person, company or organization to ascertain information regarding the bidders and its proposals.

**32. Event of Default:-**

It shall be an event of default if: -

- a) Agency or its employee fails to comply with any of the obligations listed out under the agreement/tender document.
- b) Any representation or warranty made by the agency under the agreement found to be incorrect in any material's respect.
- c) The Agreement becomes unlawful or is declared void.

**33. Termination of Contract: -**

- i. If the successful bidder is declared insolvent, in this case the agency shall inform the authority within thirty days to terminate its contract, and the

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institute reserves the right to terminate the contract without any compensation, what soever to the agency and forfeit performance security deposit.

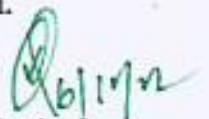
- ii. If the company/partnership is dissolved.
- iii. If a director/partner is convicted in any criminal offense.
- iv. Violation of provisions of acts, rules, schemes, notification issued by the Govt. from time to time, as applicable.
- v. If it is found that in spite of imposition of penalty and instructions, the agency is continuing the contraventions of payment of wages act and labor, law deliberately; there is no improvement in quantity of services.
- vi. If the agency fails to start services within sixty days and two penalties for startup.
- vii. If the Agency wishes to exit this contract, he will have to give three months prior notice. If institution is not satisfied, it will give one month notice to the agency. However in both cases the agency has to continue its service until next agency starts working.
- viii. Without prejudice to any rights and remedies, on the occurrence of the event of default, the authority may terminate the agreement immediately on giving notice to the agency if such event of default is not remedied within 20 days of receipt by the agency, a notice in writing specifying the breach required to be remedies.
- ix. If the agency fails to provide satisfactory service despite several notices, the agreement can be terminated by giving one month time.

34. **Dispute Resolution: -**

- a) Any dispute and or difference arising out of or relating to contract will be resolved through joint discussion for to reach an amicable solution.
- b) If the dispute is not resolved by such natural understanding/negotiations within **party** five days, then the matter will be referred to Principal Secretary, Health Deptt., Govt. of Bihar who will appoint an Arbitration for adjudication to reach solution. The award of the sole Arbitrator shall be final and binding on all parties. The arbitration proceeding shall be governed by Indian Arbitration and conciliation Act, 1996 as mended from time to time. Cost of Arbitration shall be borne by both parties in equal proportion or any direction from the Government.
- c) During the pendency of arbitration proceeding and currency of contract, the agency shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the agency shall continue to be made in the interests of the contracts.

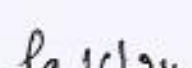
35. **Jurisdiction: -**

- a) Dispute of any nature that may arise in connection with the execution of this order shall be governed by the laws of India and subject to Jurisdiction of courts situated at Bihar state of or Honorable high court, Patna.



Principal

BMIMS, Pawapuri Nalanda





**Technical Bid Checklist**

| Sl. No. | Description   | Attach (Yes/No) | Page No. |
|---------|---|-----------------|----------|
| 1       | Name, Address, Contact no. & email of Firm/Agency   |                 |          |
| 2       | Name, Designation, Address, Contact no. & email of The authorized person of firm/agency to deal with letter Of Authorization  |                 |          |
| 3       | Please specify as to whether Tenderer is Sole Proprietor/ Partnership firm/ . Company/ Society/Trust (Attach relevant Certificates to establish the Status)   |                 |          |
| 4       | Name, Address, Contact no. & email of Director/s/Partner/s (If applicable)  |                 |          |
| 5       | Tender Document fee inform of Demand draft of original If tender document downloaded/ Photocopy if purchased.   |                 |          |
| 6       | EMD amount in form of Demand Draft (In original)  |                 |          |
| 7       | PAN Card no. (Attach copy)  |                 |          |
| 8       | Registration with PSARA (Attach copy)   |                 |          |
| 9       | GST Registration no. (Attach copy)  |                 |          |
| 10      | EPF Registration no. (Attach copy)  |                 |          |
| 11      | ESI Registration no. (Attach copy)  |                 |          |
| 12      | Labor License Registration no. at least valid till Last date of Receipt of tender (Attach copy) if any  |                 |          |
| 13      | Income Tax Return of last three financial Year i.e. 2019-20, 2020-21, 2021-22   |                 |          |
| 14      | GST Challan latest  |                 |          |
| 15      | Financial Turnover of last three years (as per Annexure-B)  |                 |          |
| 16      | EPF contribution (as per Annexure-C)  |                 |          |
| 17      | Audited Balance sheet and statement of<br>a.) Profit & loss Account and a copy of challan related to annual return filled with ROC and any other released financial statement (If the bidder is registered under Companies Act) or<br>b.) Income and expenditure account, Receipts and Payment account and other financial statement (If the bidder is registered under section and trust act) or<br>c.) Profit and loss account (If the bidder is Proprietorship firm) |                 |          |
| 18      | Experience Certificate (As per Annexure-D)  |                 |          |
| 19      | Undertaking (In original as per Annexure-E)   |                 |          |
| 20      | Affidavit (as per Annexure-F) sworn before Executive Magistrate   |                 |          |
| 21      | Character Certificate not beyond six months of issue.   |                 |          |
| 22      | Any other information e.g. ISO certification etc. Which the tenders might wish to Submit.   |                 |          |

Signature of Authorized Signatory

Name: -

Stamp of Agency:-

Place:-

Date:-

Note: - All copies of the documents must be legible, Signed and Stamped by the Bidder/authorized person on each page.



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**FINANCIAL TURN OVER**

| Financial Year | Annual Turnover Amount (Rs. In Lakh) | Remarks if any |
|----------------|--------------------------------------|----------------|
| 2019-20        |                                      |                |
| 2020-21        |                                      |                |
| 2021-22        |                                      |                |

Additional information, if any

N.B.- To be considered only if audited balance sheet and Profit/Loss Account statement is furnished.

Signature of authorized person

Name: -

Designation

Seal



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EPF /Contribution

| Name of the month | No of manpower of the required category | EPF attached/ attached challan |
|-------------------|---|--------------------------------|
| December-2021     |   |                                |
| January-2022      |   |                                |
| February-2022     |   |                                |

Signature of authorized person

Name: -

Designation

Seal





**Experience Certificate Details**

| Sl. No. | Name of client, address, email, Contact no. | No. of Security service Provided Category Wise (Ex-Serviceman, Civilian etc.) | Duration of contract |    | Status of Contract (Complete/continued /terminated (If terminated, give cause of termination) | Value of contract (Yearly) In Rs. | Remarks |
|---------|---|---|----------------------|----|---|-----------------------------------|---------|
|         |   |   | From                 | To |   |                                   |         |
| A       | B   | C   | D                    |    | E   | F                                 | G       |
|         |   |   |                      |    |   |                                   |         |
|         |   |   |                      |    |   |                                   |         |
|         |   |   |                      |    |   |                                   |         |
|         |   |   |                      |    |   |                                   |         |
|         |   |   |                      |    |   |                                   |         |
|         |   |   |                      |    |   |                                   |         |
|         |   |   |                      |    |   |                                   |         |

**Note: -. Work completion certificate/continuation certificate is mandatory. Agreement as well as work order is not sufficient, though if bidder wants to attach it, he/she can.**

Signature of authorized person

Name: -

Designation

Seal

8/20/24



UNDERTAKING

(TO BE TYPED ON LETTER HEAD OF AGENCY)

This is to certify that all the information and documents submitted by me/us are correct and true to the best of my/our knowledge.

To,

The Principal  
Bhagwan Mahavir Institute of Medical Science,  
Pawapuri, Nalanda.

Sub; - Tender for providing Security Services.  
Sir,

1. I/We ..... hereby agree to abide by all terms & conditions laid down in Tender Document.
2. This is to certify that I/We before signing of the this bill have read and fully understood all the terms & conditions & instructions contained therein and undertake myself/ourselves abide by the same.
3. I/We abide by the provisions of Minimum wages Act; Central/State labor Act and other statutory provision as well as changes from time to time and all the laws which may be enforced during contract period. I/We will pay the wages to the personnel deployed as per state Minimum wage Act/wages applicable for Ex serviceman (if so) as amended from time to time and shall be fully responsible for any violation.
4. I/We shall provide security services through ex serviceman Civilian traded personnel male & female as per requirement.
5. I/We shall not claim for any compensation if tentative no. is not ordered or no requirement is given.
6. I/We do hereby undertake that complete security of the Institution shall be ensured by our Security Agency and our best will be given as well as other assignment considered by administration.
7. I/We do hereby undertake that I/We shall follow the Reservation Policy of the State of Bihar, as per the Letter no.23 out-sourcing-10/2017 General Administration Department 14556 dated 17<sup>th</sup> November, 2017 and will submit on affidavit to this effect to the institution when work order will be issued.
8. I/we undertake that after getting LOI. I/We shall get labor license for the work to be executed at the institution within a month feeling which our contract will be terminated and performance security deposit will be forfeited.
9. I/We further undertake that I/We shall open own branch office in Bihar within 45 days failing which and performance security deposit will be forfeited.
10. We further declare that we shall follow the reservation policy of the state of the Bihar, as per letter number-23/outourcing-10/2017, General Administration depts, Letter-14556, Dated-17 November 2017, if work is allotted to us.

Signature of the bidder  
Name-  
Stamp of the agency.

Place: -

Date: -

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**Declaration (Affidavit)**

**To be executed on Rs. 100/ Non-Judicial Stamp paper before Executive Magistrates.**

I/we proprietor/Partner(s)/ Director of M/s..... hereby declare the following: -

- a) That I/we confirm that I/we have understood the works as per tender document and acquired full knowledge and information about the total work involved.
- b) That no agent, no middle men or any intermediary has been or will be engaged to provide any services, or any other items or work related to the award and performance of this contract. IT is further confirmed and declared that no agency commission or any payment which may be construed as an agency commission or any payment has been paid or will be paid. If it is found at any time the tender/contract will be null and void
- c) That I/we or any of our director(s) Proprietor (s) are not blacklisted/banned/convicted by any court of law for any criminal or civil offences/declared in eligible by any entity of Gov. of Bihar or by any entity of State Government, Govt. of India or any local Self-government body or PSU in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason and from participating in Project(s) during the last 3yrs. From the date of submission of bids/tenders as on the ..... (Date of signing of Application)
- d) That it is certified that neither EMD nor performance security Deposit of us has been for feinted while participating or executing any work order from any office.
- e) That no criminal/vigilance case relating to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against us.
- f) Further, we are annexing a certified copy of litigations with this affidavit (if applicable)
- g) That I/we confirm that I/we are aware that our bid for the captioned project would be liable for rejection in case any material mis presentation is made or discovered at any stage of the Bidding process or thereafter during the contract period, the amount paid till date shall stand forfeited without further intimation and the undersigned will be personally liable for Civil/Criminal obligation.
- h) That I/we hereby agree and fully understand that notwithstanding anything contrary contained in tender document and without prejudice to any of the rights remedies of Superintendent Bhagwan Mahavir Aayurvigyan Sasthan Aspatal (Hospital), pawapuri, shall be entitled in its sole discretion determine that a bidder is to be disqualified at any stage of the bid process and its participation in Tender process and/or its Technical proposal/or Financial bid dropped from further consideration for any reasons, reserves the right in absolute sense to reject any or all bids or any of the services specified in the tender document/at any stage of the bidding process.
- i) That I/we will not raise any claim of any nature due to lack of knowledge of works and tender condition.
- j) It is hereby confirmed that I/we are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as other document, which may be required in this connection.

Your's sincerely

Authorized signature.

Name:-

Address:-

Stamp.



Pa 22/9/16



**FINANCIAL BID (In financial bid envelop)**

| Sl.No.  | Security Personnel                  | Category       | Rate per person per month 26 days |     |     | Total cost per person per month | Tentative No. | Total amount for one (1) month |
|---|-------------------------------------|----------------|-----------------------------------|-----|-----|---------------------------------|---------------|--------------------------------|
| A   | B                                   | C              | D                                 |     |     | E                               | F             | E×F=G                          |
|   |                                     |                | Basic Salary + VDA                | EPF | ESI |                                 |               |                                |
| 1.  | Security guard-Ex serviceman        | Highly skilled |                                   |     |     |                                 | 20            |                                |
| 2.  | Security guard-civilian (male)      | Skilled        |                                   |     |     |                                 | 40            |                                |
| 3.  | Security guard-civilian (female)    | Skilled        |                                   |     |     |                                 | 10            |                                |
| 4.  | Security supervisor (Ex serviceman) | Highly skilled |                                   |     |     |                                 | 3             |                                |
| 5.  | Security officer (Ex-serviceman)    | Highly skilled |                                   |     |     |                                 | 1             |                                |
| <b>Total-</b>   |                                     |                |                                   |     |     |                                 |               |                                |
| <b>Service Charge In Percent (H)-</b>   |                                     |                |                                   |     |     |                                 |               |                                |
| This will remain fixed throughout the contract period or extension till new deployment after tender |                                     |                |                                   |     |     |                                 |               |                                |
| <b>Total Amount with Service Charge (I)-</b>  |                                     |                |                                   |     |     |                                 |               |                                |

**NOTE: -**

- Financial evaluation will be done on the basis of total amount which comes in column "I" which is the sum of Total amount of tentative human resource monthly payment and service charge and the lowest "I" will be declared as L1 Bidder.
- Successful bidder has to deposit 10% of the amount of "J" (i.e is the annual payment amount) as Performance security deposit.
- Each and every column must be filled properly and highly calculated.
- Amount should be written both in figures and words. In case of discrepancy less quoted amount will be accepted and voided.
- Service charge quoted NIL will not be considered.
- Bidders are advised to visit the locality and assess area for accommodation, transportation etc. Services charge should encompass expenditures like uniform, I card, and other liveries, administrative charges for providing managerial/supervisory services, other amenities to the manpower, provision of manpower on holidays, Sundays, managing person on absence and other conditions. Must keep in mind that Hospital's most services except OPD run 24×7×365, so many categories manpower has to work. GST will be provided as per Govt. prevailing rates on the amount 'I' and the agency will have to submit GST challan.
- The basic wage and other amenities as are guided by Govt. Labor law, so when there is change in wage that will be paid to the agency and the agency has to pay its employee as per prevailing minimum wages. However, service charge will be constant throughout period of contract and even after extension of contract, if so.
- Bid should be free from correction, over writing, using corrective fluid etc. any interlineations, cutting erasure or overwriting shall be valid only if they are attested under full signature of person signing the bid, else bid will be rejected.
- Contract will be awarded to one bidder only. Evaluation of offer shall be done on the basis of delivered cost to institution (Total cost for tentative no + Service charge for one month). In special case if some required category manpower's rate is not given by any bidder, for that job only, and he is not selected, then he can be offered to supply that human resource for that work. However, all the decision will be taken by the evaluation committee and their decision will be binding.

**THIS IS A TERTIARY CARE HOSPITAL WHICH NEEDS BEST QUALITY OF MAN POWER TO DELIVERY BEST SERVICES.**

Bidders are advised to understand our moto and do accordingly.

Signature of Authorized Signatory

Place: -

Date:

Name: -

Designation: -

Seal: -

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Memo No - 1338

Pawapuri, Dated - 06/10/2022

Copy to -

- 1- Upper Secretary, Health Dept., Bihar, Patna for information.
- 2 Superintendent, BMIMSH Pawapuri, Nalanda for information.

  
Principal  
BMIMS, Pawapuri  
Nalanda.



Pa 24/9/22