

UNIVERSITY OF DELHI

Estate Section

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E-PROCUREMENT TENDER NOTICE

Ref.No.ESTATE/074/2021/Zone-1/

Dated: 27.08.2021

Online bids (Technical & Financial) are invited for providing round the clock Security Services from eligible reputed & registered Security Agencies having adequate experience in the field through e-procurement in North Campus of Delhi University.

Item	Details / Date
Bid Security/Earnest Money Deposit (EMD)	Bid Security Declaration Certificate
Estimated Cost	Rs.9.8 Crores (Approx.)
Bid Document Download Starts Date & time	28.08.2021, 09:00 hours
Bid Submission End Date	20.09.2021, 15:00 hours
Technical Bid Opening Date	21.09.2021, 15:00 hours

Notes:

- (i) All details regarding the subject tender are available on our websites www.du.ac.in and <https://eprocure.gov.in/eprocure/app>. Bidders are therefore, requested to visit our websites regularly to keep themselves updated. Any Addendum/Corrigendum will be displayed in the aforesaid websites only.
- (ii) Manual bids shall not be accepted.**
- (iii) For submission of E-Bids, bidders are required to get themselves registered with <http://eprocure.gov.in/eprocure/app>.
- (iv) Bidder may apply for either Zone-1 or Zone-2. However, all may apply for Zone-3.
- (v) Clarifications/ queries, if any, can be addressed to the Assistant Registrar, Estate on telephone no. 011-27666794 and email: arestatedu@gmail.com

REGISTRAR

INFORMATION & INSTRUCTIONS FOR BIDDERS FOR ZONE-1

Bid Security/Earnest Money Deposit (EMD)	Bidders have to attach scanned copies of Bid Security Declaration Certificate documents alongwith the e-tender (technical bid) as per Annexure-I .
Issue of Tender Document	Tender Document may be downloaded from the University website www.du.ac.in . and CPP portal https://eprocure.gov.in/eprocure/app as per schedule provided below:
Bid Document Download Starts Date	28.08.2021, 09:00 hours
Bid Submission End Date	20.09.2021, 15:00 hours
Bid Opening Date	21.09.2021, 15:00 hours

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1. INTRODUCTION

The University of Delhi is a premier university of India and is known for its high standards in teaching and research and attracts eminent scholars to its faculty. It was established in 1922 as a unitary, teaching and residential University by an Act of the then Central Legislative Assembly. The President of India is the Visitor, the Vice President is the Chancellor and the Chief Justice of the Supreme Court of India is the Pro-Chancellor of the University.

The University of Delhi is seeking Security Service provider through e-tendering who shall be providing uniformed trained Security personnel for round the clock Security services (watch and ward) at University of Delhi, North Campus, and other properties/ land/ buildings of the University situated at other locations in Delhi/New Delhi/GNCT as specified in the scope of work.

UNIVERSITY OF DELHI

2. TENDER ANNEXURES

FOR THE CONTRACT FOR PROVIDING ROUND THE CLOCK SECURITY SERVICES IN NORTH CAMPUS (ZONE-1), UNIVERSITY OF DELHI

1. Annexure (A) : Tentative Requirement of Security Personnel for Zone-1
2. Annexure (B) : Technical Bid form
3. Annexure (C) : Financial Bid form
4. Annexure (D) : Specimen for Agreement
5. Annexure (E) : Work Experience Certificate
6. Annexure (F) : Details of Security Staff with EPF number to be
Submitted alongwith the Technical Bid
7. Annexure (G) : Undertaking
8. Annexure (H) : Blacklisting Undertaking
9. Annexure (I) : Bid Security Declaration Certificate

University of Delhi

Delhi – 110007

3. TENDER INFORMATION

Online tenders are invited by the Registrar, University of Delhi, Delhi, from reputed, experienced Security Agencies/Organisations for providing round the clock Security services in the University of Delhi, North Campus and other properties/ land/ buildings of the University. The tentative details of the deployment of the security personnel for Zone-1 can be seen in **Annexure-A**. **Bidders have to upload Technical and Financial Bids separately alongwith Bid Security Declaration Certificate for Zone-1 on CPP Portal at <https://eprocure.gov.in/eprocure/app>. Bidders can apply for either Zone-1 or Zone-2 only. Zone-3 is open simultaneously to all bidders.**

Details	Zone	Security Guards*	Supervisors *	Validity of the Contract
Providing round the clock security services at University of Delhi: North Campus area and other properties/ land/ Buildings in the campus (Zone-1)	Zone-1	139	6	For a period of <u>two years</u> . (Further extension can be considered by the competent authority of University of Delhi subject to satisfactory services)

*Number of Security Guards is tentative. Number of Security Guards may increase or decrease at any stage depending upon the requirement.

Security Services required for Zone 1: Uniformed trained security personnel for round the clock security services (watch and ward) at University of Delhi, North Campus, and other properties/ land/ buildings of the University situated at other locations in Delhi/New Delhi/GNCT. The detail of Zone wise cover area has been given in **Annexure-A**.

Agency required -The reputed and registered Agencies having minimum annual turnover of not less than Rs.5 Crores (Rupees Five Crores) every year for security services in the financial years i.e. 2017-18, 2018-19, 2019-20, holding valid license of Govt. statutory agency under the Contract Labour (Regulation & Abolition) Act, 1970, be registered with EPFO, ESICS, Private Security Agency (Regulation) Act etc. The Agency having successfully carried Security services contract during last 3 years in Govt./Semi Govt. and Central/State Autonomous bodies may only apply and have 200 or more uniformed trained Security personnel consisting of Ex-serviceman/ properly trained civilian Security personnel.

Bid Security/Earnest Money Deposit (EMD): The bidding agencies have to upload “Bid Security Declaration Certificate”, in lieu of Bid Security/EMD duly filled and signed by the authorized signatory as per Annexure-I.

Performance Security/Security Deposit

- a) Within 15 days of despatch of letter intimating acceptance of the offer in the form of Letter of Intent.
- b) Deposit an amount of Rs.15,00,000/- (Rupees Fifteen Lakhs) (approx.) i.e. 3% of the annual value of the Tender in the form of a Bank Guarantee/FDR in favour of Registrar, University of Delhi, Delhi from a nationalized/commercial bank as security deposit for the due performance of the contract.
- c) Failure to furnish Security Deposit shall be treated as breach of contract and shall entail cancellation of the contract and other course of action as deemed fit.
- d) In case, the contract period is extended further, the validity of the Performance Security/ Guarantee shall be extended by the Security Agency accordingly within 15 days of award of renewal contract.
- e) **Security deposit will be interest free.**
- f) The performance security so furnished by the Agency shall remain valid for a period of one hundred and twenty (120) days beyond the date of completion of all contractual obligations of the Agency.

Period of Contract: Initially the contract will be awarded for the period of 02 (Two) years from the date of commencement of contract. Further extension can be considered by the Competent Authority of the University of Delhi subject to the satisfactory services of the security agency.

The complete details of Tender are also available on University of Delhi website: www.du.ac.in. The Delhi University reserves the right to accept/reject any or all the tender without assigning any reason whatsoever.

NOTE:

Technical evaluation will be conducted for Zone-1 keeping in view of the requirements/ expectations in respect of Zone-1. Further, prior to the opening of the Financial Bid, antecedents of the agency/tenderer may be verified by a Technical Committee of the University of Delhi, which may also decide to visit/inspect the training centres of the eligible security agencies.

4. Scope of Work/Contract

The tentative security points, number of persons required, working hours of staff, timings of shifts etc. are enclosed as per **Annexure-A**.

- i) The Agency will be required to provide total security and protection to land, buildings, fittings and fixtures therein; plant & machineries, equipment installed (including out-door), office records moveable and immovable properties from theft, pilferage, trespassing, encroachment etc., of University of Delhi, Campus area (North) and other properties/land/ buildings of the University situated at other locations in Delhi/ New Delhi /GNCT. The detail of area zone-wise has been given in **Annexure-A**.
- ii) Safety of trees, shrubs, electric overhead installations, water pipelines, boundary walls etc. and fresh additions/installations from time to time during the contract period.
- iii) To maintain security check ups/vigilance to allow the entry of Officers and Staff of the University only after verifying their identity.
- iv) To permit the entry of visitors only after confirming from the designated Officers of University that the entry is for the official purpose and to ensure issue of visitors pass by maintaining the necessary records thereof.
- v) To permit entry of the official vehicles and staffs vehicle after ensuring that authorized parking stickers is pasted on the vehicle. Entry of private vehicles may be allowed against a valid parking token for authorised purpose.
- vi) To permit entry of private vehicles bringing materials in the University only after confirming from the designated officers of University.
- vii) To issue a temporary pass for the Officers/staff not having the Identity Cards after necessary approval of the designated officers of the University.
- viii) Entry of Officers/Staff during the Holidays and before/ after working Hours:
- ix) Security persons will be responsible to maintain a record of the incoming and outgoing staff cars on working days and on holidays. A register would be maintained for entry of the staff who are coming to offices during holidays.
- x) Entry would also be made in a register about the details of the official vehicles and their timings of entry/exit during holidays and before and after working hours.
- xi) Issue of Gate passes for stores/material coming in and going out of the premises/building after authentication from the Competent Authority.

- xii) The requirement for Security Guards/Supervisors may increase or decrease as per the deployment plan of the University. The security personnel will be deployed on eight hours shift duty on round the clock basis.
- xiii) To ensure that no part of the University land is trespassed /encroached or squatted upon.
- xiv) The University gets a number of distinguished visitors from within India and abroad who are to be treated very carefully/ courteously.
- xv) The agency shall be required to provide 02 (two) numbers of motorcycles and 01 (one) Quick Response Team Van (QRT Van), 10 (Ten) Metal Detectors Hand and 10 (Ten) Vehicle Checking Mirror & Walky Talky communication system with all mandatory license etc. and with all other necessary requirements to control any emergent situation for patrolling in the campus. These security guards shall be in the age group of 25-60 years and having good communication skills.
- xvi) The agency may be required to provide Security Services anywhere in Delhi at the properties of the University depending upon the requirement of the University.

5. MINIMUM ELIGIBILITY CRITERIA

The security agency must be fulfilled the following mandatory minimum eligibility criteria and upload all the supporting documents duly signed by the authorized signatory at the time of bidding failing this will be cause of disqualify for the bid:-

1. Certificates of statutory Registrations:-
 - i) Registration under Employee Provident Fund and Miscellaneous Provisions Act, 1952.
 - ii) Registration under Employees State Insurance Act, 1948
 - iii) Registration under The Contract Labour (Regulation & Abolition) Act, 1970
2. The Agency must have valid Labour Department Registration/License issued by the Office of Central Labour Commissioner, New Delhi/License under Private Security Agencies (Regulations) Act/registered under Companies Act/Societies Act/Partnership Act etc., as applicable to run the Security Agency in Delhi.
3. Valid Registration under GST,TIN/TAN/PAN.
4. The agency's should have annual turn-over of Rs.5,00,000,00 (Rupees Five Crores) per year in the financial years i.e.2017-18, 2018-19 & 2019-20 in the security business (substantiated by Audited statements of accounts details of security assignments be given with documentary evidence).
5. Clientele list with the performance certificate from the agencies mentioned in Clause-6 should be furnished in the **Annexure-E**.
6. The agency has to attach an undertaking (**Annexure-G**) stating that the agency has carefully read the complete tender document and has agreed to all the terms and conditions, scope of work, Agency's & University's obligation, Penalty clause and all other conditions as mentioned in the tender document.
7. **The Agency should have at least three years of experience of providing satisfactory security services in Central/State Govt. Organizations and Central/State Autonomous University/Bodies etc. with satisfactory performance where such type of work/job are being executed or have been performed by the Agency.**
8. The agency should have minimum 200 numbers of Security personnel on its roll and it should be substantiated by producing their Employee Provident Fund (EPF) numbers and other details of the Security personnel in the prescribed format in **Annexure-F**.
9. The Guard to be provided by the Agency should be ex-serviceman/ex-paramilitary personnel/certified civilian trained guard from the recognized Institute of Govt. of India/Govt. of GNCT Delhi.

10. Besides, the Guard should also be trained for firefighting and first aid. The Supervisor for security services however, must be ex-serviceman from Armed/Para military forces or trained civilians having minimum three years' experience in supervisory of reputed organization of security sector shall be placed in the skilled category.
11. The Agency should have approvals from concerned regulatory/statutory authorities as applicable for carrying out the outsourced work such as EPF, ESIC etc.
12. All necessary documents required as contained in Tender Document including Annexure-A to I.
13. The Agency must submit valid quality assurances certificate(s), if any, such as ISO 9001, ISO 14001, SA 8000
14. A declaration has to be given that the agency/contractor has not been blacklisted by the Central/State Govt./Autonomous body/Company during the last three years as per **Annexure-I**.
15. The agency must have its **permanent registered/functional office** in Delhi/NCR alongwith its training centres.
16. The tenderer must give the job profile of the security agency detailing, among others, the following:
 - (i) Infrastructure
 - (ii) Technical expertise
 - (iii) Trained Manpower
 - (iv) Availability of all necessary security-related gadgets, equipment etc.

6. BID SUBMISSION

1. Manual bids shall not be accepted.
2. Conditional tenders will not be accepted.
3. “Technical Bid” shall comprise of all documents as per **Annexure-B**.
4. “Financial Bid” shall comprise of the price bids of the items included in **Annexure-C**.
5. Tender acceptance letter must be signed by the authorized signatory of the bidder with seal.
6. Bids shall be submitted online only at CPP portal in time: <https://eprocure.gov.in/eprocure/app>. Bidder will be solely responsible for any delay due to other issues.
7. Bidders are advised to follow the instructions provided in the ‘Instructions to the bidder for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>.
8. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
9. Bidder who has downloaded the tender from the University website www.du.ac.in & Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded financial bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and earnest money deposit (hereinafter referred to as ‘EMD’) would be forfeited and tenderer is liable to be banned from doing business with Delhi University.
10. Intending bidders are advised to visit the University website www.du.ac.in and CPP Portal <https://eprocure.gov.in/eprocure/app> on regular basis and at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment at any stage.
11. The bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document without sign documents will not be considered.
12. Bidders shall submit their bids through online e-tendering system well before the bid submission end date & time (as per Server System Clock). **The University will not be responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
13. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.

7. OPENING OF FINANCIAL BID AND EVALUATION

1. After the Technical evaluation of the bids, the University will open the Financial Bid on a notified date and time of all those tenderers who qualified in the technical bid. **The lowest financial bid with respect to all the items taken together shall only be considered for award of contract.**
2. In case the date of technical bid opening is declared a holiday, the bids will be opened on the next working day at the same time.
3. **Date of Financial Bid Opening:** The date will be intimated subsequently only to the technically qualified tenderers or published on the website of the University or the portal.
4. Quotation must be submitted giving complete details as sought in the enclosed Annexures.
5. The wages quoted for the Security Guards and Supervisors shall not be less than basic minimum wages laid down by the Govt. of NCT of Delhi for corresponding category of workers, at the time of filling up of tender document.
6. The total amount quoted should be written both in figures and in words. In case of any discrepancy between the two, the amount mentioned in words will prevail.
7. Bids, which do not comply with the conditions laid down in the tender document, or are unrealistic, are liable to be rejected.
8. The scope of services proposed should not be altered and If found altered, the tender bid shall be rejected.
9. The University of Delhi is under no obligation to accept the lowest tender and shall be entitled to reject any tender without assigning any reason whatsoever.
10. The currency of all quoted rates shall be in Indian Rupees. All payment shall be made in Indian Rupees. University of Delhi for all its purposes will prefer only Indian Security Agency.
11. The rates must be quoted as detailed in Annexure-C covering the entire activity as per the scope of the contract. Rates agreed upon shall remain same throughout the period of contract.
12. Offer quoted should be valid for a minimum period of 120 days from the date of opening of Technical Bid. The rates should be quoted in words as well as in figures and in INR only.
13. For the purpose of comparison of the rates, conditional discounts, if any, offered will not be taken into account. However, the University of Delhi reserves the right to avail of the same as part of award of the contract.
14. Tenderers are advised to understand the magnitude of the work involved for security services in the University before submitting their bids. They may visit the North Campus, University of Delhi during working hours with prior appointment from Estate Section at Ph. No.011-27666794. No clarification will be entertained after receiving the bids.

15. **Modification / Substitution/ Withdrawal of bids:**

- a) No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid 's due Date.
- b) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

16. **Rejection of the Bid:**

The bid submitted shall become invalid:-

- a) If, the bidder is found ineligible.
- b) If, the bidder does not upload all the documents as stipulated in the bid document.
- c) In case of non-submission of EMD/Security Bid Certificate in lieu of EMD before opening of bid.
- d) If uploaded soft copies found illegible.

8. Criterion for Evaluation of Tenders

1. The evaluation of the tenders will be made by a Tender Evaluation Committee first on the basis of technical information furnished in form given in Annexure-B, which is an eliminatory round, then only financial bid will be opened. The financial bids shall be evaluated on the basis of commercial information furnished in form given in Annexure-C.
2. A notional value of engaging **06 Security Supervisors and 139 Security Guard** shall be calculated and taken into account as per the rates quoted in Annexure-C.
3. The bidder should not be blacklisted in the last 03 financial years by any government agency/autonomous body/PSU or any private company and certificate (**Annexure-I**) in this regard is to be furnished alongwith the tender document failing which the bidder liable to be disqualified.
 - a. The bidders are mandated to disclose all the civil and criminal cases pending against the company and/or their Directors/owners/partners including any FIRs, Police/Vigilance Complaints etc. pending against them. Non-disclosure of it would make the bidder liable to be disqualified.
 - b. If such mandatory disclosure has not been done by the successful tenderer, the contract would be terminated at the option of the University of Delhi, the performance security deposit shall be forfeited to the extent deemed fit by the University.
4. Where counter terms and conditions of business have been offered by the tenderer, the University of Delhi shall not be deemed to be governed by these unless specific written acceptance thereof has been given by the University of Delhi.
5. As per the notification issued by Ministry of Finance, Dept. of Expenditure, vide OM No.29(1)/2014/2014-PPD2 dated 14.09.2014, firm quoting service charge 'Nil/Zero (0)' their bid will be treated unresponsive and will not be considered.
6. Technical evaluation will be conducted, keeping in view the requirements/expectations in respect of security services in the University of Delhi. Further, prior to the opening of the Financial Bid, antecedents of the agencies/tenderer will be verified by a Technical Committee of the University of Delhi, which may also decide to visit/inspect the offices and as well as the sites of the eligible agencies. The Technical Committee will also interact with employees of the agency and as well as its clients. Further, the Technical Bid of the bidder can also be rejected/disqualified on the basis of the antecedent's verifications/reports, conducted & prepared by the Technical Committee constituted by the Delhi University.
7. The financial bids will be opened on stipulated time only those Agency's who qualified in technical bid. **L1** will be decided on the basis of minimum of **service charge + relieving charge**. In no case, service charge and relieving charge should be 'Nil/0 (Zero)', otherwise the bidder will be disqualified from the financial bid.

8. The financial bids shall be evaluated on the following criteria:
- i. A notional value of engaging **06 Security Supervisor and 139 Security Guard** shall be calculated and taken into account as per the rates quoted in Annexure-C.
 - ii. Combined value of the grand totals shall be taken into account from the rates quoted in Annexure-C.
 - iii. In case total cost quoted by more than one firm is at par with L1 cost then L1 will be decided in chronological order as below:
 - a) The average highest turnover during financial year 2017-18, 2018-19 & 2019-20 and bidder will be L1. In case of more than 1 bidder having equal average highest turnover then, L1 will be decided as per below Clause 8(iii)(b).
 - b) The average highest turnover during financial year 2017-18, 2018-19 & 2019-20 and highest experience in the relevant field in Central University bidder will be L1. In case of more than 1 bidder having equal average highest turnover and highest experience then, L1 will be decided as per below Clause 8(iii)(c).
 - c) Finally, the decision of the Evaluation Committee shall be final.
9. The University of Delhi will award the contract as per the decision of the Evaluation Committee to the tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated bid, computed on the overall value of all personnel, further that the tenderer is determined to be competent to perform the contract satisfactorily. The University of Delhi shall however not bind itself to accept the lowest or any tender bid, wholly or in part.

9. General Terms & Conditions

1. Tenderer must be upload **EMD/Bid Security** Bid Security Declaration Certificate **in lieu of EMD** for Zone-1 at the time of bid submission.
2. The tenderer will be suspended for the specific time by the University of Delhi on the happening of any one or more of the following events:-
 - i. If, after submission of the quotation, the tenderer fails to accept the contract, if awarded, or refuses to comply with any/all of the terms and conditions of the tender.
 - ii. If the tenderer withdraws the offer during the validity period of the quotation.
 - iii. If the successful tenderer fails to commence the contract at the stipulated time in accordance with the terms and conditions of the tender.
 - iv. If the successful tenderer fails to submit the Performance Bank Guarantee/Security Deposit within 15 days of the start of contract. This will also warrant closure or termination of contract.
3. Bid should be complete in all respects and incomplete bids will be summarily rejected. No clarification will be given by the University of Delhi in this regard.
4. The University of Delhi reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.
5. The University of Delhi reserves the right to reject/accept or withdraw any part or full tender(s) without assigning any reason whatsoever. The decision of The University of Delhi will be final and binding.
6. The University of Delhi reserves the right to award the contract to deserving parties either in full or in parts. The decision of the University of Delhi will be final and no enquiry will be entertained in this regard.
7. The University of Delhi reserves the right to relax/withdraw/modify any of the terms and conditions mentioned in the tender document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.
8. The tenderers should quote their most competitive price.
9. Canvassing in any form entails the tenderers' disqualification. If any tenderer is found influencing or intimidating other tenderer/tender processes, its tender is liable for disqualification.
10. Please note that any falsification/suppression of information could lead to tenderers' disqualification.
11. **Price and Validity**
 - a. The rates must be quoted as detailed in Annexure-C covering the entire activity as per the scope of the contract. Rates agreed upon shall remain same throughout the period of contract.
 - b. Offer quoted should be valid for a minimum period of 6 Months from the date of opening of Technical Bid. The rates should be quoted in words as well as in figures and in INR only.

- c. For the purpose of comparison of the rates, conditional discounts, if any, offered will not be taken into account. However, the University of Delhi reserves the right to avail of the same as part of award of the contract.
- d. Tenderers are advised to understand the magnitude of the work involved for security services in the University before submitting their bids. They may visit the North Campus, University of Delhi during working hours with prior appointment from Estate Section at Ph. No.011-27666794. No clarification will be entertained after receiving the bids.

12. **Duration of the Contract**

- a. The contract will be valid for a period of two years w.e.f. the date of commencement of services. The University reserves the rights to decrease the contract period from two years to any specific period.
- b. The University of Delhi reserves the right to extend the validity of contract on mutual consent on the same terms & conditions for a maximum of two more years, one year at a time, upon the satisfactory functioning of the agency. In this case, the agency may ask for revision of the wages paid to its workers and supervisors, which shall not be more than the minimum wages duly notified by the Govt. of NCT of Delhi. The University of Delhi shall consider such proposal and approve an appropriate amount as wages.
- c. The University of Delhi reserves the right to terminate the contract at any time by giving 30 days' notice to the agency.

13. **Performance Security/Security Deposit**

- a) The successful Agency shall within 15 days of despatch of letter intimating acceptance of the offer in the form of Letter of Intent, deposit an amount of Rs.15,00,000/- (Rupees Fifteen Lakhs) (approx.) i.e. 3% of the annual value of the Tender as security deposit for the due performance of the contract.
- b) The security deposit may be furnished in the form of a Bank Guarantee/FDR (the format of Bank Guarantee/FDR duly pledged in favour of REGISTRAR, UNIVERSITY OF DELHI, Delhi from a nationalized/commercial bank.
- c) Failure to furnish Security Deposit shall be treated as breach of contract and shall entail cancellation of the contract and other course of action as deemed fit.
- d) In case, the contract period is extended further, the validity of the Performance Security/ Guarantee shall be extended by the Security Agency accordingly within 15 days of award of renewal contract. Such security deposit will not be any interest on the part of University.

- e) The performance security so furnished by the Agency/ Agency shall remain valid for a period of 120 days beyond the date of completion of all contractual obligations of the Agency.
14. The Security Agency shall be the employer of the security personnel deployed in the University and its various locations at New Delhi/Delhi/GNCT under the contract and responsible for payment of wages/EFP/ESI Charges and other benefits to their employees etc. to the said Security personnel (watch and ward) according to wages rules and regulations of Govt. of NCT Delhi. The University shall reimburse to the Security Agency payment made towards wages component and pay Service Charges to the Security Agency. The wages etc., will be reimbursed by University as per minimum wages as prescribed for Watch and Ward (with Arms and without Arms) by Govt. of NCT, Delhi as notified from time to time and wage components as prescribed in the Tender and Agreement.
 15. The Security Agency shall comply with and abide by all the relevant legal/ statutory provisions/requirement covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI, Bonus and various other Acts including local laws applicable from time to time with regard to the personnel engaged by the Agency for the University.
 16. Violation of minimum wages act, contract labour act, Govt. of NCT, Delhi and Employment Order and such other statutory provisions shall make the Security Agency liable for disqualification and the Agreement be terminated without assigning any reasons. No communication will be entertained in this regard.
 17. The Security Agency shall be responsible for arranging and maintaining all material, tools such as Torch, Sticks (Lathi), stationery, Gum boot, helmet, gloves and facilities which are minimum required for security services for the manpower (watch and ward) (hereafter referred to as watch and ward including supervisor) deployed at his own cost.
 18. The agency shall also be required to provide 02 (two) numbers of motorcycles and 01 (one) Quick Response Team Van (QRT Van), 10 (Ten) Metal Detectors Hand and 10 (Ten) Vehicle Checking Mirror & Walky-Talky communication system with all mandatory license etc. and with all other necessary requirements to control any emergent situation for patrolling in the campus. These security guards shall be in the age group of 25-60 years and having good communication skills.
 19. The bidder should submit the attested copies of PAN No./Valid PF/ESI Registration No./Licence number under Contract Labour Act, proof of average annual turnover duly supported with audited balance sheet, experience certificate supported by documents from the concerned departments along with Tender Document.
 20. The Security personnel of the Agency will assist in management of functions/events and estate matters of the University.

21. Compliance with the technical terms and labour regulations

- a) The services offered shall be in accordance with the requisite terms and conditions/ eligibility criteria contained in the Tender Document and in accordance with the minimum statutory requirement covered under Govt. of India Rules including Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition Act 1970), EPF/ESI etc. with regard to Security personnel engaged by the Security Agency and which includes maintenance of Attendance Register, maintenance of Payment Register, Overtime Register etc. However, additional information/deviation from the University's requirement, if any, shall be clearly indicated alongwith the explanation.
- b) The University reserves the right to increase and decrease the requirement and other aspects as per its actual requirement. The decision of University shall be final in this regard and representation of any kind shall not be entertained. Any attempt by any Security Agency to bring pressure of any kind may disqualify the bidder for the present tender and the Security Agency may be liable to be debarred from bidding for tenders in future for a period of three years.
- c) The Security Agency shall be responsible for the payments to Security personnel employed for the performance or carrying out the said work and that University shall in no event be liable for the same. The Security Agency shall keep University indemnified against the same and from all proceedings in respect thereof. The Security Agency shall open Saving Bank Account for each of the Security personnel in any nationalized bank, if not in their name earlier. The payment to the manpower (Security personnel) of Security Agency towards wages etc. should be made by ECS and the Security Agency shall provide documentary proof of payments such made to them, while preferring the bill for reimbursement.
- d) The Security Agency shall be responsible and shall pay all compensation to its Security personnel payable under the provisions of the workmen's compensation Act and amendments thereto.
- e) The Security Agency shall be responsible for and pay the expenses for providing medical treatment to the security personnel deployed by it, who may suffer any bodily injury during the course of their service as a result of any accident or otherwise while in the University premises.
- f) The security personnel shall be deemed to be the employees of the Security Agency for all purposes including but not limited to the payment of wages, and all other obligations under labour laws, rules and regulations there under.
- g) The University of Delhi reserves the right to check the actual payment of the wages register/ related document maintained by the Security Agency in respect of the above.

- h) The Agency shall not charge any fee/gratification from the Security Guards/Security Supervisor in any manner in the name of Registration or Entry fee etc. In case the same is brought under the notice of the University appropriate action shall be initiated by the University and the decision so taken shall be binding to the Agency.

22. Duty hours

- a) The security personnel will be deployed by rotation on basis in three shifts and in no case their duty shall exceed 08 hours. Awarding duty will be at the discretion of the Chief Security Officer of the University depending upon the exigency/ circumstances. The exact duties will be intimated by the Chief Security Officer authorized official of the University to the Security Agency/their representative deployed at University.
- b) **No double** duty will be accepted/allowed for claim of remuneration. If found, will be deducted from the total claim for the month.

23. Payment Terms

- a) Payment of salary and arrears if any to the Security Guards/ Supervisor provided by the Agency to perform duties at University shall be made by the Agency through ECS only thus crediting all their dues in their respective Bank Account. The Agency will provide documentary proof of payment made to only of those security personnel engaged in University as per specified format of the University **or devise similar nature of format so as to ensure clear break up of wages disbursed. The Security personnel are entitled to a paid rest in every period of seven days. In other words, actual working days works out to be 26/27 days in a month with the entitlement of four paid rest. However, for performing extra duties during the rest period University will not be entitled for payment of additional wages. The payment will be deducted for double duty (if found).**
- b) University shall pay consolidated sum to the Agency towards wages, service charges etc. The wage components shall be reimbursed as prescribed and in accordance with the agreed terms. The payment shall be made after deduction of applicable taxes.
- c) The Security Agency shall disburse the salary of each month to the Security Guards/Supervisor latest by 7th of succeeding each month without any fail. The Agency shall also issue the security personnel engaged by them Salary Statement/Salary Slip indicating therewith the break-up of wages/deductions due and disbursed each month. Similarly, reimbursement Bills may be furnished by the Agency by 10th of each month along with the complete supporting documents confirming proper disbursement of wages so as to ensure timely reimbursement of preferred Bill/Claim within 15 days subject to fulfilment of all requirements.

- d) No bill will be accepted without complete documents. The Security Agency/ successful bidder will provide/furnish the documents as asked for in the Agreement. The Bills duly completed in all respected must be submitted by the Agency in the office of Security Officer.
- e) The re-imbusement Bill preferred by the Agency without any supporting documents may cause delay and in such case the sole responsibility shall lie on the Agency. The Agency shall not make any excuse for delay in releasing the monthly salary to the Security Guards/Supervisors in case any kind of deficiency/discrepancy noticed/found by University of Delhi in their Bill/claim. In other words, the Agency has to release the salary to these personnel within the stipulated period i.e. by 7th of each month.
- f) After each month of work, the complete set of bills alongwith all supporting documents in triplicate prepared on the basis of the accepted rates should be submitted latest by 7th of each month for reimbursement together with all requisites documentary proofs/attendance/satisfactory work completion certificate from the Chief Security Officer. A tentative format for wage disbursement sheet is at **Annexure-C. However, the Agency may devise the similar nature of format just to ensure clear breakup of wage disbursement** that may be enclosed while preferring the bill. The University reserves the right to carry out a post payment audit of the Security Agency's bill including all supporting documents/ vouchers. The University of Delhi further reserves the right to enforce recovery of any overpayment coming to light as a result of such audit, by any or all the methods prescribed above. No part of the payment/reimbursement shall become due or payable until the Agency has provided the services to the complete satisfaction of University of Delhi. Re-imbusement/payment shall be made subject to recoveries, if any.

24. **Agreement**

The successful bidder shall sign an Agreement in accordance with the form of Agreement given at Annexure-D on a stamp paper of appropriate denomination and submit the same to the Registrar, University of Delhi within 15 days of the receipt of work order.

10. INSTRUCTIONS/GUIDELINES FOR TENDERERS

1. Each page of tender document should be numbered and signed by the tenderers with rubber stamp of the firm affixed on each page.
2. Tenders must be accompanied with Earnest Money Deposit (EMD)/Bid Security Declaration Certificate in lieu of EMD.
3. Rates offered should be mentioned both in figures as well as in words and offer should be typed or legibly handwritten. The tenders will be valid for a minimum 120 days from the date of its opening. In case of any discrepancy between the amount in figure and words, the amount in words will stand.
4. In case the date of receipt or opening of tenders is declared a Govt. holiday then the tender will be opened on the next working day at the same time.
5. All tenderers are advised to contact Chief Security Officer, University of Delhi, on his Phone No.011-27001353 for visiting the site and to acquaint themselves with the proposed area for providing security before the submission of tender.
6. After the site-visit, bidders may also offer optional security/deployment plans for Zone-3 which may be more cost efficient and effective through usage of technology, in addition to the Technical and Financial bids sought in this tender.
7. The University of Delhi in public interest reserves right to accept or reject any or all tenders without assigning any reason and also to impose/relax any of the terms and conditions of the tender.

11. TENTATIVE REQUIREMENT OF SECURITY PERSONNEL

ZONE-1

SNO.	LOCATION/BUILDING/SECURITYPOINT	TOTAL
1.	Supervisor	6
2.	New Administrative Block	5
3.	Gate No.1	5
4.	Gate No.4	7
5.	University Science Instrumentation Centre	3
6.	Music Faculty	3
7.	International Guest House	3
8.	Sir Shankar Lal Concert Hall	3
9.	VC Residence	6
10.	University Press	3
11.	Department of Geology	3
12.	Department of Zoology	3
13.	Garden Committee	3
14.	Central Science Library	2
15.	Delhi University Guest House	3
16.	Department of Physics & Astro-Physics	6
17.	Department of Chemistry	6
18.	Department of Botany	3
19.	Gandhi Bhawan	3
20.	University Stadium	15
21.	Gate No.2C Parking	2
22.	Cluster Innovation Cell	1
23.	Department of Social Work	3
24.	DHMI	3
25.	Engineering Office	3
26.	New Examination Branch	6
27.	Woman Association	3
28.	Dream Building	3
29.	Conference Centre	3
30.	Department of Anthropology	3
31.	Environment	3
32.	Gate No.3	3
33.	Maharishi Kanad Bhawan	6
34.	Gandhi Statue	1
35.	Jawahar Vatika	1
36.	Physics Laboratory*	3
37.	1. Exam. Branch (New) 2. VC Office 3. Administrative Block 4. Woman Association 5. Conference Centre 6. Gate No.1 7. Information Centre	7 (Ladies Guards)
	TOTAL	145

* Numbers are indicative only.

- The locations are subject to change as per requirement of the University.
- Out of the total deployed security guards, 15% shall be females.

12. TECHNICAL BID FOR ZONE-1

Tender for providing Security Services at University of Delhi, Delhi

1.	Name of the Organization/Firm, location of Office with complete address with Telephone/Fax Nos. and E-mail address.	
2.	The tenderer must give the job profile of the security agency detailing the following: (i) Infrastructure (ii) Technical expertise (iii) Trained Manpower (iv) The possession of all security related gadgets, equipments etc.	
3.	Details of job contracts executed and clientele list. Work Experience certificate on Annexure-E from clients is to be enclosed.	
4.	Financial resources, assets in terms of firm's property (fixed and moveable) held.	
5.	(i) Valid Registration under GST (Enclose the copy). (ii) Valid Registration number with Private Security Agency Regulation Act, 2005 (Attach a registration copy). (iii) Valid Registration with the Labour Department of the State/Central Govt. (Attach a copy of the registration certificate). (iv) Valid Registration with EPF authorities (Attach a copy) (v) Valid Registration under ESI Act (Attach a copy).	
6.	(i) No. of QRT Van (copy enclosed) (ii) No. of Motorcycle (iii) No. of Walky Talky (iv) No. of metal detectors hand (v) No. of vehicle checking mirror (vi) No. of Torch, Sticks (Lathi), stationery, Gum boot, helmet, gloves	
7.	Has the firm attached an undertaking stating that the agency has carefully read the complete tender document and has agreed to all the terms and conditions, scope of work, Agency's & University's obligation, Payment terms, Penalty clause and all other conditions as mentioned in the tender document? (Annexure-G)	
8.	Has the tenderer signed on all the pages of the tender document? (Attach the signed copy of the tender document)	
9.	Annual turn-over in security sector for the last three years. (Attach a copy of latest audited Balance Sheets)	
10.	GST/PAN/TIN/TAN of the firm (Copies may be attached).	
11.	The agency should have at least 200 numbers of Security guard on its roll and it should be evidenced by producing Employee Provident Fund (EPF) Nos and other details of the Security Personnel on prescribed Annexure-F .	
12.	Declaration that agency has not been blacklisted by the Central/State Govt./Autonomous body/Company during the last three years (Annexure-H) .	
13.	Bid Security Declaration Certificate as per (Annexure-I) .	
14.	Any other information:	

- **Antecedents of the agency/tenderer shall be verified by the Committee of the University of Delhi and only on the basis of the satisfactory report of this Committee, the Financial Bid will be opened.**

Place:

Date:

Signature of Tenderer

13. FINANCIAL BID FOR ZONE-1

S.NO.	Particulars	Supervisor (Skilled in ₹ per month)	Security Guard (Semi-Skilled) in ₹ per month)
1.	Minimum wages per month as prescribed by the Labour Department, GNCTD under the Minimum Wages Act, 1948 at the time of submission of bid	19,291/-	17,537/-
2.	ESI Contribution @3.25% (Monthly Minimum wages x 3.25%)	626.95	569.95
3.	EPF Contribution @13% (Monthly Minimum wages or 15000 whichever is less x 13%)	1950	1950
4.	Bonus @ of 8.33% (Monthly Minimum wages or 7000 whichever is higher x 8.33%)	1606.94	1460.83
	Sub Total	23,474.89	21,517.78
5.	Relieving charges (fixed in nature)		
6.	Service/Administrative charges (in Rs. Only) (fixed in nature)		
7.	Total		
8.	Number of Supervisor and Security Guard (tentative)	06	139
9.	Total (Sl. No.7X8)		

Grand Total (Security Supervisor & Security Guard):-

In Figures (Rs.).....

In words (Rupees).....

Note:

1. Necessary recoveries of all Government levies/Taxes i.e. GST etc. as applicable from time to time and wherever required the same shall be charged to the agency.
2. The administrative/service charges will remain fixed during the contract period as well as for during extended contract period, if any.

Date:

SIGNATURE OF THE TENDERER

14. GENERAL TERMS AND CONDITIONS OF THE CONTRACT/AGREEMENT

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Agency for the services mentioned above shall be the employees of the Agency for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Agency and in no case, a relationship between the said person and the University shall accrue/arise implicitly or explicitly.
2. That the Registrar or any other persons authorized by the University shall be at liberty to carry out surprise check of the services provided by the agency.
3. All tenderers are advised to contact Security Officer, who is the Coordinating Officer, for visiting the site and inspect the duty points and also acquaint themselves with the proposed work to be carried out before submission of their tenders.
4. Any tender which is not in conformity as laid down will be summarily rejected.
5. **Security Guards:** should have one year of working experience of security sector and well trained about security duties.
6. The Security Guards should have good health and no communicable diseases. The physical heights of the Security Guards shall not be less than 5.7 feet in case of males and 5.4 feet for females.
7. Security Guards provided by the Agency should also be trained in Civil Defence/fire-fighting.
8. No accommodation or departmental transport will be provided by the University for the Agency's staff.
9. The entire administration of the security personnel will be the responsibility of the agency.
10. The security guards shall always wear uniform as provided by the Agency while on duty.
11. The Security Officer of the University or authorized persons shall be at liberty to carry out surprise check regarding the efficiency of services provided by the agency.
12. The agency will ensure that the monthly wages are deposited in the individual Saving Bank Accounts of the Security personnel by 07th of every month irrespective of their submission of bills to the University and payment thereof. The agency will raise the bill after the payments have been made to the Security Guards/Supervisors. In case of any delay in payment of wages to the Security Guards/Supervisors a penalty of ₹5000/- per day from 11th day

onwards shall be imposed on the agency. The monthly Bank detail of the Security Guards will be submitted alongwith the bill.

13. Request for enhancement in Administrative/Service charges will not be entertained during the tenure of the contract.
14. The Security Guards/Supervisors engaged by the Agency shall strictly follow the discipline/security rules of the University.
15. In case any of the security personnel so deployed by the Agency does not perform duties properly or indulges in any unlawful activities, riot, or disorderly conduct, the Agency shall withdraw such security personnel from the campus within 24 hours and provide replacement under intimation to the Security Officer.
16. In case of theft cases, Security Guards shall report the matter to the Supervisor of the Company/Agency and he will inform the Security Officer in writing immediately.
17. The Agency shall furnish Bank Guarantee to an extent of 10% of the total value of annual contract in favour of The Registrar, University of Delhi from a Nationalized/Scheduled Bank. The Earnest Money Deposit (EMD) will be returned to the unsuccessful bidders and the EMD of the successful bidder will be returned only on receipt of the performance security in the form of Bank Guarantee.
18. The Agency shall ensure that only a senior level official will attend the periodical meetings of the Joint Monitoring Committee (JMC).
19. The University premise is a 'NO SMOKING ZONE' therefore any personnel deployed by the agency in the University if found smoking, eating pan, gutka or intoxicants/drugs etc. shall be punished as per the law of land/rules of the University.
20. The agency will provide the **Saving Bank Account details** of all the security guards and security supervisors deployed by it in the University.

If any security personnel indulges in any unlawful activities or is not upto the mark then security agency should withdraw such person within 24 hours and provide replacement for the same. In all such situation, the agency will inform the Security Officer of the University of Delhi in time.

(Annexure-D)

AGREEMENT FOR ROUND THE CLOCK SECURITY SERVICES

This AGREEMENT made on this _____ day of _____ between the University of Delhi, Delhi-110007 (hereinafter referred to as University) on the ONE PART.And M/s _____ at _____ (hereinafter referred to as Agency) on the OTHER PART.

WHEREAS the University of Delhi is desirous of signing a contract for the security services at North Campus and whereas the Agency has offered to provide the security arrangement on the terms and conditions hereinafter stated in the tender document.

WHEREAS Agency has represented that he is a registered Agency under The Private Security Agencies (Regulation) Act, 2005 and also under the Contract Labour (Regulation and Abolition Act.), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the Agency at its own expenses, etc. and the Agency shall report the compliance thereof to the University.

The Agency shall be solely liable for any violation of the provision of the said Act or any other Acts.

WHEREAS University has agreed to award the contract of providing security services for watch and ward of the land/buildings and properties handed over to the agency for the purpose.

AND WHEREAS the Agency has agreed to furnish to the University a security deposit of Rs. _____ (Rupees _____) by way of Bank Guarantee of Fixed Deposit Receipt.

B. MODALITIES OF CONTRACT

1. This contract is of the nature of service contract for a specified period and not labour contract.
2. The responsibility of the Agency and schedule of fulfillment thereof shall be as per Terms & Conditions of the Agreement.

3. Monitoring of the implementation of the terms and conditions and the work assigned shall be done by the University of Delhi through its designated officer/officers/committee and deductions.

C. AGENCY'S OBLIGATIONS

1. That the Agency shall provide security and keep watch and ward of the land and properties as detailed in **Annexure-A** and on any other property, as may be required by the University.
2. That for performing security duties, the Agency shall deploy persons round the clock in eight hours shifts only. The Agency shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. The Agency shall engage medically and physically fit persons preferably in the age group of 25 to 60 years for security duties. The security agency will provide trained and experienced security guards and supervisors. The security guards having matriculation/Xth Pass qualification from any recognised board and equivalent shall be placed in the semi-skilled category. The security supervisors having Intermediate/XIIth qualification with minimum three years of experience in reputed organisation of security sectors shall be placed in the skilled category.
3. That the Agency shall submit details of the names, parentage, residential address, age, a passport-size photograph, police verification etc. of the persons deployed by him in the premises of the University for the purpose of proper identification of the employees of the Agency deployed at various points.
4. That the Agency shall ensure that the persons so deployed do not allow any property of the University to be taken out of the premises without a Gate Pass signed by the designated officials of the University.
5. The Agency shall report promptly to Registrar/designated Officer of the University, any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the Agency to ensure security and safety of all the property and assets moveable and immovable of the University and if there is any loss to the University on account of dishonesty, and/or due to any lapse on the part of the Agency or its worker, the Agency shall make good on demand the loss to the University.
 - a) That the Agency shall at its own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to University and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act, Employees Compensation Act, 1923, payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965. The Minimum Wages Act, 1948, Employment of Children Act, 1938 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the University indemnified from all acts of omission, fault, breaches and/or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Agency's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any

of these the University shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the Agency's monthly payments.

7. That the Agency shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at University in their respective names before submitting the bill for the subsequent month. In case the Agency fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till submission of required documents. The agency shall comply with all the relevant rules and regulations as laid down by G.O.I. for ESI/EPF etc.
8. That the Agency shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rules 1950 framed there-under, as amended from time to time. The Agency shall pay monthly wages to the workers at the rate of minimum wages fixed by the Government of National Capital Territory of Delhi (GNCTD).
9. That the Agency shall be required to maintain permanent attendance register/roll within the building premises which shall be open for inspection and checking by the authorized officers of the University.
10. That the Agency shall make the payment of wages, etc. through Bank only to the persons so deployed and shall on demand furnish copies of wages register/muster roll, copies of Bank Statements/Passbook etc. to the University for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Agency to ensure fulfilling its commitments towards employees so deployed under various Labour laws, having regard to the duties of University in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Agency shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages and terms of employments, inspection and submission of periodical returns.
11. The Agency shall be fully responsible and liable for payment and settlement of all the matters arising out of the decisions of the Labour Court or any other court of law, Tribunal/Board with regard to employment of the workers and payment of the benefits to them. The Agency shall depute its authorised representative in Labour court or any other court of law, and shall be solely responsible and liable for the cost of such litigation. The University of Delhi shall not be responsible and shall not bear any cost of such litigation.
12. The contractors may be required to furnish separate ECR's and a separate e-challan containing employee wise details of PF dues deducted from the salary/wages of the employees along with employer share as per Govt. rates in respect of the employees deployed in the University.
13. The successful tenderer/agency shall not engage any sub-agency or transfer the contract to any other person/firm/agency in any manner. The agency shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.

14. It will be prime responsibility of the service provider to disburse the wages to their Security Guards and Supervisors on or before 7th day of every month. The agency will raise the bill after the payments have been made to the Security Guards/Supervisors. In case of any delay in payment of wages to the Security Guards/Supervisors a penalty of ₹5000/- per day from 11th day onwards shall be imposed.
15. The Agency will comply with all the provisions of Private Securities Regulation Act, 2005.
16. That the uniforms supplied by the Agency at its own cost to the persons deployed for this work shall include army-cut, anklets, ankle boots, web belt (with baton strap), baton beret with ceremonial heckle, whistle, loaded torches etc. The seasonal equipment such as Jerseys, grey coats in winters and rain coats in monsoon shall also be provided by the Agency at its cost and University shall have no liability whatsoever on this account.
17. The Agency shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of the employees so deployed and ensure preservation of peace and protection of persons and property of the University.
18. That the Agency shall deploy persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Delhi Shops and Establishment Act. The Agency shall in all dealings with the persons in its employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Agency committing a default or breach of any of the provisions of the Labour Laws including the provision of Contract Labour (Regulation Abolitions) Act, 1970 as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to the Registrar a sum as may be claimed by the University.
19. During the notice period of termination of the contract in the contingencies contemplated above, the Agency shall keep on discharging its duties as before till the expiry of notice period.
20. It shall be of the duty Agency to withdraw all the deployed persons on expiry/termination of the contract and will ensure that no person creates any disruption/hindrance or problems of whatsoever nature to University.
21. Income Tax/applicable tax will be recovered from the Agency's monthly bill as per the Govt. of India's order and necessary TDS certificate will be issued to him as a proof of having deducted the tax.
22. The Agency should not allow security personnel to conduct any unlawful/union activities in the campus of University.
23. The manpower deployed by the Agency is employees of the Agency and they have no right to claim for any compensation or regular employment in the University. The University does not own any responsibility/liability whatsoever either for absorption/continuation or for regularization or compensation etc. on whatsoever grounds and /or reasons. The Agency should provide a copy of appointment order issued to the workers.

24. All disputes arising from this contract in respect of personnel posted at University concerning their wages or any other matter connected with their service conditions under relevant Labour Laws are solely and wholly the responsibility of the Agency. The University will be free from all encumbrances either from the Government or from any other sources.
25. The Agency has to give an undertaking that they will not appoint any worker who has worked at the site of the University under any such contract in the last three years.
26. The agency will be responsible for leave, replacement and other welfare measures for the security guards and other supervisory staff.
27. The Agency shall issue identity cards/name badges to the staff/security guards/supervisors duly signed by the agency. The identity card shall bear:
 - i) Agency's name and address
 - ii) Name of the Security Guard/Supervisor
 - iii) Validity period etc.
 - iv) Photograph of employee
 - v) EPF/ESI number of the employee
28. The Agency shall keep the University indemnified against all claims of whatsoever nature in respect of the security personnel deployed by the Agency and any financial or any other liability.
29. Agency will provide a baton, torch, whistle etc. to Security Guards.
30. Agency will depute adequate staff (guards) so that no guards are put on double duty.
31. The Agency will make necessary provisions for giving weekly off to every guard on duty.
32. That on taking over the responsibility of providing security arrangements, the Agency shall formulate the mechanism and duty assignment of Security personnel in consultation with the University. Subsequently, the Agency shall review the security arrangement from time to time and advise the University. The Agency shall further bound and carry out the directions/instructions given by the University in this respect from time to time.
33. That in case if the services of the Agency is not found effective and satisfactory, Agency shall immediately initiate steps for improvement of the services as per the requirement of the University.
34. That the agency shall furnish a satisfactory certificate on prescribed format from concerned HoD(s)/Dean(s) and Office-in-Charge of the Department for satisfactory services every month alongwith the bills.
35. The agency shall ensure that no person who has been booked for any criminal case is deployed in the University.
36. The Agency shall be fully responsible and liable for payment and settlement of all the matters arising out of the decisions of the Labour Court or any other court of law, Tribunal/Board with regard to employment of the workers and payment of the benefits to them. The Agency shall depute its authorised representative in Labour Court or any other court of law, and shall be solely

responsible and liable for the cost of such litigation. The University of Delhi shall not be responsible and shall not bear any cost of such litigation.

37. The contractors may be required to furnish separate ECR's and a separate e-challan containing employee wise details of PF dues deducted from the salary/wages of the employees along with as per the Government rates in respect of the employees deployed in the University.
38. The successful tenderer/agency shall not engage any sub-agency or transfer the contract to any other person/firm/agency in any manner. The agency shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.

D. UNIVERSITY'S OBLIGATIONS

- a) That in consideration of the service rendered by the Agency or as stated above the agency shall be paid amount as per the approved financial bid and revision of rates as applicable as per the notification of the Govt. of NCT of Delhi from time to time. Such payment shall be made on the basis of the bills raised by the Agency and duly certified by the Security Officer of the University.
- b) That payment on account of enhancement/escalation of charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by the University to the Agency.
- c) The University is exempted from payment of Service Taxes as it is an educational institution.
- d) The security deposit will be refunded to the Agency within three month of the expiry of the contract only on the satisfactory performance of the contract.

E. COMPLETION

1. The WORK shall be deemed to have been completed on expiry of period of this contract. The release of final payment to the CONTRACTING AGENCY/ CONTRACTOR by the University of Delhi shall be made after three months.

F. FORCE MAJEURE

- a) Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force major events such as but not limited to Acts of God, war, flood earthquake, strike, lockouts, epidemics, riots, civil commotion, etc., provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

G. INDEMNIFICATION

1. That the Agency shall keep the University Indemnified against all claims whatsoever in respect of the employees deployed by the Agency. In case any employee of the Agency so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Agency to contest the same. In case University is made party and is supposed to contest the case, the University will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Agency to University on demand. Further, the Agency will ensure that no financial or any other liability comes on University in this respect of any nature whatsoever and shall keep University indemnified in this respect.
2. The Agency shall further keep the University indemnified against any loss to the University property and assets. The University shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Agency under this contract.

H. PENALTIES/LIABILITIES

1. That the Agency shall be responsible for faithful compliance of the terms and conditions of this agreement and the obligations as given under Clause-‘C’ “Obligations of the Agency”. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the security services may be arranged from another agency at risk and cost of the agency.
2. That if the Agency violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of University, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.
3. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Agency and/or loss/damage if any, sustained by the University on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Agency.

I. COMMENCEMENT & TERMINATION OF AGREEMENT

1. The Agreement shall be effective from the date of acceptance of the offer as shown in the letter of acceptance of offer and award of work issued to CONTRACTING AGENCY/CONTRACTOR and shall remain in force for a period of 24 months from the said date.
2. The Agreement shall be deemed to expire on completion of the period, as agreed to in the said agreement unless extended by both the parties on mutually agreed terms and conditions.
3. During the tenure of the Agreement, parties hereto can terminate the Agreement either for breach of any of the terms and conditions of this Agreement or

otherwise by giving a [one month] notice in writing to the defaulting party. Failure of either party to terminate the Agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this Agreement.

4. In this event of termination of the Agreement vide provision at F(iii) the rights and obligations of the parties thereto shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by INDENTING OFFICE.

J. AMENDMENTS TO THE AGREEMENT

- a. No amendment or modification of this Agreement shall be valid unless the same is made in writing and signed by both the parties or their authorized representatives and specifically stating the same to be an amendment of this Agreement. The modifications/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

K. DISPUTE SETTLEMENT/ARBITRATION

- a. In the event of any question/dispute/difference between the parties arising out of or in connection with the terms and conditions of this Agreement such dispute or differences shall be referred to the sole arbitration of the Vice-Chancellor, University of Delhi or his nominee. The decision of the arbitrator shall be final and binding on both the parties.
- b. The Arbitrator may give interim award(s) and/or directions, as may be required.
- c. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

L. JURISDICTION

- For arbitration and all other related matters, the jurisdiction for the purpose shall be Delhi.

IN WITNESS WHEREOF the parties hereto have signed these papers on the date, month and year as mentioned here under.

For and on behalf of
University of Delhi,
Delhi-110007

WITNESS For and on behalf of the Agency.

- | | |
|----|----|
| 1. | 1. |
| 2. | 2. |

Work Experience Certificate

This is to certify that M/s.....
.....has been working/worked since..... and deployed numbers
of Security Guards and Security Supervisors.....and contract
value of the security service is The agency has been
performing/performed its duties satisfactorily. No penalties or recoveries have been/
was imposed on the agency for security lapses and complaints.

Signature :

Name:

Designation:

Institution:

Tel. No.:

Mob. No.:

E-Mail:

Annexure-F

Details of the Working Security Guard with EPF Number

Sl.No.	Name and Father's Name of the Security Guards	Date of Birth	EPF No.	Working since with the agency	Place of Posting

UNDERTAKING

I the undersigned as the authorized signatory hereby submit this Undertaking stating that I have carefully read all the terms and conditions as given in the tender document and agree to the terms and conditions, scope of work, Agency's & University's obligation, Payment terms, Penalty clause and all other conditions as mentioned in the said tender document. The agency will abide by all the terms and conditions stipulated in the said tender document if we are awarded this tender.

Signature :

Name :

Designation :

(With Seal of the Agency)

Annexure-H

To,

The Registrar,
University of Delhi
Delhi-110007

Sir,

We, the undersigned Tenderer, having carefully read and examined in detail the Terms and Conditions and all bidding document in regard to the hiring of the Security Services at University of Delhi and accept the same and also do hereby declare:

1. That we have not been blacklisted/debarred by CBI or any Government organization/Department or no any case of blacklisting etc. in pending against the firm at the time of submission of Tender.
2. That the tender submitted by us is properly prepared, sealed and superscribed so as to prevent any subsequent alteration and replacement.
3. That the University of Delhi is not bound to accept the lowest or any bid that it may receive.
4. If I/We fail to commence the specified service or fail to furnish the Bank Guarantee within two weeks from the date of issue of award to contract offer, if selected, I/We agree that the JMI, without prejudice to any other right or remedy available to the JMI, be at liberty to forfeit the said earnest money absolutely and reject the tender as per the terms and conditions contained or referred in the Tender Document.

For and on behalf of the firm

(Firm's Name & Address)

(Signature of Authorized Signatory)

Name:

Date:

Designation:

E-Mail:

Place:

Phone no.:

**FORMAT OF BID SECURITY DECLARATION CERTIFICATE FROM BIDDERS
IN LIEU OF EMD (On Bidders Letter head)**

I / We, the authorized signatory of M/s ,
participating in the subject tender No for the security
services in North Campus, University of Delhi, do hereby declare :

- (i) That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
- (ii) That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of University of Delhi for a period of 03 years from the date of committing such breach.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory

Company Name