

# UNIVERSITY OF DELHI

## Estate Section

Room No: 110, 1<sup>st</sup> Floor, New Administrative Block, University of Delhi,  
Delhi-110007

Tel-Fax: 011-27662451 and

Email: [dr\\_estate@admin.du.ac.in](mailto:dr_estate@admin.du.ac.in)

### **E-PROCUREMENT TENDER NOTICE**

Ref.No.ESTATE/074/2017/Zone-2/1330

Dated: 14.09.2017

University of Delhi invites tenders under Two Bids System (Technical and Financial) from eligible reputed & registered Security Agencies that have experience in providing security services and which are engaged in public service, for providing round the clock security services through e-procurement in North Campus, University of Delhi.

Item	Details / Date
EMD	Rs.14,00,000/- for Zone-2
Bid Document Download Starts Date	14.09.2017
Bid Submission End Date	07.10.2017, 03.00 P.M.
Technical Bid Opening Date	09.10.2017, 03.00 P.M.

#### Notes:

- (i) All details regarding the subject tender are available on our websites [www.du.ac.in](http://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) The EMD should reach the **Estate Section, Room No: 110, 1<sup>st</sup> Floor, New Administrative Block, University of Delhi, Delhi-110007** before the closing date i.e. **08.10.2017 up to 1.00 PM** failing which offer will be liable for rejection. Bidder, however have to attach scanned copies of EMD documents along with their e-tender.
- (v) Bidder may apply for either Zone-1 or Zone-II. However, all may apply for Zone-III. EMD amount should be deposited for each zone separately.
- (vi) Clarifications/ queries, if any, can be addressed to the Assistant Registrar, Estate on telephone no. 011-27662451 & 011-27666794 and email: [dr\\_estate@admin.du.ac.in](mailto:dr_estate@admin.du.ac.in)

**REGISTRAR**

## INFORMATION & INSTRUCTIONS FOR BIDDERS FOR ZONE-2

Earnest Money Deposit	Rs.14,00,000/- (Rupees Fourteen Lakhs Only) for Zone-2 in the form of Demand draft /Pay Order/Fixed Deposit Receipt (FDR)/Bank Guarantee in favour of Registrar, University of Delhi, Payable at Delhi valid for a period of six months. EMD should reach the <b>Estate Section, Room No:110, 1<sup>st</sup> Floor, New Administrative Block, University of Delhi, Delhi-110007</b> , before the closing date and time, as specified below. Bidders, however have to attach scanned copies of EMD documents alongwith the e-tender (technical bid).
Issue of Tender Document	Tender Document may be downloaded from the University website <a href="http://www.du.ac.in">www.du.ac.in</a> . and CPP portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> as per schedule provided below:
Bid Document Download Starts Date	14.09.2017
Bid Submission End Date	07.10.2017, 03.00 P.M.
Bid Opening Date	09.10.2017, 03.00 P.M.

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# **UNIVERSITY OF DELHI**

## **TENDER DOCUMENT**

### **FOR**

## **THE CONTRACT FOR PROVIDING ROUND THE CLOCK SECURITY SERVICES IN NORTH CAMPUS (ZONE-2),**

### **UNIVERSITY OF DELHI**

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

## University of Delhi

Delhi – 110007

### **TENDER DOCUMENT**

Sealed 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-2 can be seen in **Annexure-A**. **Bidders have to submit Technical and Financial Bids separately alongwith EMD for Zone-2. 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-2)	Zone-2	122	6	For a period of <u>two</u> years. (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.

#### **NOTE:**

Technical evaluation will be conducted for Zone-2, keeping in view of the requirements/ expectations in respect of Zone-2. 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.

#### **How to apply:**

Security agencies meeting the above mentioned mandatory requirements should submit Technical as well as Financial bid in the prescribed format.

The demand draft of ₹Rs.14,00,000/- (Rupees Fourteen Lakhs Only) for Zone-2 as Earnest Money Deposit (EMD) is required to be submitted along with Technical bid. The Financial Bid of only those agencies, who qualify the Technical Bid, will be opened on stipulated date and time.

# TERMS & CONDITIONS

## 1.0 About the University

- 1.01 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.
- 1.02 The University of Delhi is seeking Security Service provider through e-tendering who shall provide trained security guards to watch and ward of the University Land and properties and its buildings etc. As specified in the scope of work.

## 2.0 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, equipments 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/hostels in the campus.
- 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.
  - 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.
  - 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.
  - To permit entry of private vehicles bringing materials in the University only after confirming from the designated officers of University.
  - To issue a temporary pass for the Officers/staff not having the Identity Cards after necessary approval of the designated officers of the University.

- iv) Entry of Officers/Staff during the Holidays and before/ after working Hours:
- 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.
  - 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.
- v) Issue of Gate passes for stores/material coming in and going out of the premises/ building after authentication from the Competent Authority.
- vi) 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.
- vii) To ensure that no part of the University land is trespassed /encroached or squatted upon.
- viii) The University gets a number of distinguished visitors from within India and abroad who are to be treated very carefully/ courteously.
- ix) 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 30-35 years and having good communication skills.
- x) The agency may be required to provide Security Services anywhere in Delhi or outside Delhi at the properties of the University depending upon the requirement of the University.

### **3. Mandatory requirements:**

The security agency should submit the following mandatory requirements:-

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. Registration under the Private Security Agencies Regulation Act, 2005
3. Registration under GST/TIN/TAN/PAN.
4. Registration with Labour Department of the State/Central Govt. or any other regulations time to time required as per guidelines of Govt., if any.
5. The agency's should have annual turn-over of Rs.5,00,000,00 (Five Crore) per year in the last three years in the security business (substantiated by Audited statements of accounts details of security assignments be given with documentary

evidence).

6. Clientele list with the performance certificate from the agencies mentioned in Clause-6 should be furnished in the **Annexure-D**.
7. The agency has to attach an undertaking (**Annexure-F**) 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.
8. The agency should have at least 200 numbers of Security Guards on its roll and it should be substantiated by producing their Employee Provident Fund (EPF) numbers and other details of the Security Guards in the prescribed **Annexure-E**.
9. 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.
10. 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, equipments etc.

#### **4. BID SUBMISSION**

- 4.1 "Technical Bid" shall comprise of all documents as per **Annexure-B**.
- 4.2 "Financial Bid" shall comprise of the price bids of the items included in **Annexure-C**.
- 4.3 Tender acceptance letter must be signed by the authorized signatory of the bidder with seal.
- 4.4 Conditional tenders will not be accepted.
- 4.5 Manual bids shall not be accepted.
- 4.6 Bids shall be submitted online only at CPP portal: <https://eprocure.gov.in/eprocure/app>.
- 4.7 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>.
- 4.8 Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4.9 Bidder who has downloaded the tender from the University website [www.du.ac.in](http://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.

- 4.10 Intending bidders are advised to visit the University website [www.du.ac.in](http://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.

## **5. OPENING OF FINANCIAL BID AND EVALUATION**

After the Technical evaluation of the bids, the University will open on a notified date and time, the 'Financial Bids' of all those tenderers who qualify the technical bid. **The lowest financial bid with respect to all the items taken together shall only be considered for award.**

- 5.01 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.
- 5.02 **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.
- 5.03 Tenderers are requested to study the terms and conditions of the tender carefully, and submit their tenders accordingly. Any tender/quotation received against this tender and any contract resulting from this tender shall be governed by the terms and conditions indicated in the tender document and the tenderer quoting against this tender shall be deemed to have read, understood and accepted the same. No clarification shall be entertained after receiving the bids.
- 5.04 Quotation must be submitted giving complete details as sought in the enclosed Annexures.
- 5.05 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.
- 5.06 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.
- 5.07 Bids, which do not comply with the conditions laid down in the tender document, or are unrealistic, are liable to be rejected.
- 5.08 The scope of services proposed should not be altered and If found altered, the tender bid shall be rejected.
- 5.09 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.

## **6. Criterion for Evaluation of Tenders**

- 6.01 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, for each item.

- 6.02 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 may 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.
- 6.03 The financial bids shall be evaluated on the following criteria:
- 6.03.1 A notional value of engaging Security personnel shall be calculated and taken into account as per the rates quoted in Annexure-C.
- 6.03.2 Combined value of the grand totals shall be taken into account from the rates quoted in Annexure-C.
- 6.04 The University of Delhi will award the contract 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 men and material, provided 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.

## **7. General Terms & Conditions**

- 7.01 Tenderer must submit an **EMD of Rs.14,00,000/-** (Rupees Fourteen Lakhs Only) for Zone-2 in favour of **Registrar, University of Delhi** in the Estate Section, Room No.110, First Floor, New Administrative Block before the closing date i.e 2017 and time of bid submission. EMD in the form of Demand Draft/ Pay Order/FDR/Bank Guarantee should be valid for 6 months which can be, if required, further renewed for 3 months. The EMD is payable by all categories of tenderers and no exemption is permissible. EMD in the form of cheque/cash will not be acceptable. However, copy of the aforesaid EMD may be uploaded alongwith the technical bid.
- 7.02 The EMD should reach to the Estate Section, Room No:110, 1<sup>st</sup> Floor, New Administrative Block, University of Delhi, Delhi-110007, before the closing date i.e.07.10.2017 upto 1.00 PM. Any quotation received against this tender shall be governed by the terms and conditions indicated in the tender document.
- 7.03 The tenderer's EMD amount will be forfeited by the University of Delhi on the happening of any one or more of the following events:-
- 7.03.1 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.
- 7.03.2 If the tenderer withdraws the offer during the validity period of the quotation.
- 7.03.3 If the successful tenderer fails to commence the contract at the stipulated time in accordance with the terms and conditions of the tender.

- 7.03.4 If the successful tenderer fails to submit the Performance Bank Guarantee / Security Deposit within one month of the start of contract. This will also warrant closure or termination of contract.
- 7.04 EMD will be returned interest free, to the unsuccessful tenderers within 6 months or at the time of award of contract, whichever is later, from the closing date of the tender.
- 7.05 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.
- 7.06 The University of Delhi reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.
- 7.07 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.
- 7.08 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.
- 7.09 The University of Delhi reserves the right to relax/ withdraw 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.
- 7.10 The tenderers should quote their most competitive price.
- 7.11 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.
- 7.12 Please note that any falsification/suppression of information could lead to tenderers' disqualification.
- 7.13 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.

## **8. Price and Validity**

- 8.01 The rates must be quoted as detailed in Annexure-II covering the entire activity as per the scope of the contract. Rates agreed upon shall remain same throughout the period of contract.
- 8.02 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.
- 8.03 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.
- 8.04 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.

## **9. Duration of the Contract**

- 9.01 The contract will be valid for a period of two years w.e.f. the date of commencement of services.
- 9.02 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.
- 9.03 In case the contract is extended beyond the initial period, the agency may ask for revision of rates of chemicals, consumables and rental charges, which shall not be more than 10% of the previous year's rate. The University of Delhi shall be free to accept or reject the proposal and approve an appropriate amount.
- 9.04 The University of Delhi reserves the right to terminate the contract at any time by giving 30 days' notice to the agency.

## **10. Agreement**

The successful bidder shall sign an Agreement in accordance with the form of Agreement given at Annexure-G 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.

## **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) of a sum of ₹14,00,000/- (Rupees Fourteen Lakhs Only) for Zone-2, in the form of Demand Draft/Pay order from a Nationalized bank and drawn in favour of the “**Registrar, University of Delhi**” payable at **Delhi**.
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 180 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 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-2 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.

**(Annexure-A)**

**TENTATIVE REQUIREMENT OF SECURITY PERSONNEL**

**ZONE-2**

<b>SNO.</b>	<b>LOCATION/BUILDING/SECURITYPOINT</b>	<b>TOTAL</b>
1.	Supervisor	6
2.	Registrar Residence	3
3.	Academic Research Centre	6
4.	Social Science	6
5.	Mathematics	6
6.	Social Science Outer Gate	3
7.	Faculty of Law	3
8.	DUSU Office	3
9.	Gate No.1, Arts Faculty	3
10.	University Student Centre (Canteen)	3
11.	Central Library	5
12.	NTPC	3
13.	Tutorial Building	3
14.	Gate No.2, Arts Faculty	3
15.	Car Parking Arts Faculty	4
16.	Law Faculty Parking	3
17.	C.I.E. & Parking	5
18.	Engineering Department, Maurice Nagar Store D-15	3
19.	Arts Faculty Main Building (A)	6
20.	Arts Faculty Main Building (B)	3
21.	A/F Dean Office (9 am to 5pm)	3
22.	Arts Faculty Extension Building	3
23.	Umang Bhawan Building	12
24.	Social Science New Extension Building	6
25.	Cameraman	3
26.	Bamboo Structure	3
27.	W.U.S.H.C.	3
28.	N.C.W.E.B.	3
29.	Dean of Colleges Residence	3
30.	Maurice Nagar F- Block Vacant Land	3
31.	(i) Gate No.1 (Arts Faculty)	6
Ladies	(ii) DUSU Office	
Guards	(iii) Central Library	
	(iv) NCWEB	
	(v) Arts Faculty Main Gate	
	(vi) Law Faculty	
	<b>TOTAL</b>	<b>128</b>

\* 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.

(Annexure-B)

## **TECHNICAL BID FOR ZONE-2**

### **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 <b>Annexure-D</b> from clients is to be enclosed.	
4.	Financial resources, assets in terms of firm's property (fixed and moveable) held.	
5.	(i) Registration under GST (Enclose the copy). (ii) Registration number with Private Security Agency Regulation Act, 2005 (Attach a registration copy). (iii) Registration with the Labour Department of the State/Central Govt. (Attach a copy of the registration certificate). (iv) Registration with EPF authorities (Attach a copy) (v) 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	
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? ( <b>Annexure-F</b> )	
8.	Has the tenderer signed on all the pages of the tender document? (Attach the signed copy of the tender document)	
9.	Details of EMD of ₹ Rs.14,00,000/- in the form of Demand Draft/Banker's cheque from a Nationalized Bank.	
10.	Annual turn-over in security sector for the last three years. (Attach a copy of latest audited Balance Sheets)	
11.	PAN/TIN/TAN of the firm (Copies may be attached).	
12.	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 <b>Annexure-E</b> .	
13.	Declaration that agency has not been blacklisted by the Central/State Govt./Autonomous body/Company during the last three years.	
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

## **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 carryout 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 07<sup>th</sup> 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 ₹1000/- per day from 7<sup>th</sup> 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 insure 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-G)**

## **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-A2** 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 30 to 55 years for security duties. The security agency will provide trained and experienced security guards and supervisors. The security guards having matriculation/X<sup>th</sup> Pass qualification from any recognised board and equivalent shall be placed in the semi-skilled category. The security supervisors having Intermediate/XII<sup>th</sup> 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.
6. 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 7<sup>th</sup> 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 ₹1000/- per day from 11<sup>th</sup> 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 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 are 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**

1. 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.
2. 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.
3. The University is exempted from payment of Service Taxes as it is an educational institution.
4. 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**

- 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**

- 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. AMMENDMENTS TO THE AGREEMENT**

- 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**

- 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.
- The Arbitrator may give interim award(s) and/or directions, as may be required.
- 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-E**

**Details of the Working Security Guard with EPF Number**

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

**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)