

## UNIVERSITY OF DELHI

### Estate Section

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## Zone-2

### E-PROCUREMENT TENDER NOTICE

Ref.No.ESTATE/074/2022/Zone-2/

Dated: 04/05/2022

Online bids (Technical & Financial) from eligible bidders are invited for providing Security Services 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
<b>Earnest Money Deposit (EMD)</b>	<b>50,00,000/-</b>
Estimated Cost	<b>Rs.10 Crores (Approx.)</b>
Bid Document Download Starts Date & time	05/05/2022, 02.00 PM
Online Bid Submission Start Date & Time	06/05/2022, 02.00 PM
Online Bid Submission End Date & Time	26/05/2022, 02.00 PM
Technical Bid Opening Date & Time	27/05/2022, 11.00 AM

#### 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) Bidder may apply for either Zone-1 or Zone-2, otherwise bid will be rejected. However, all bidders are free to apply for Zone-3.
- (v) Clarifications/ queries/ representation , if any, can be addressed to the Joint Registrar, Estate on telephone no. 011-27666794 and email: [estatesection@admin.du.ac.in](mailto:estatesection@admin.du.ac.in)

**REGISTRAR**

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# 1. INTRODUCTION

University of Delhi is a premier University our country under Ministry of Education, Govt. of India with both national and international acclaim and recognition for highest academic standards, diverse educational programmes, distinguished faculty, illustrious alumni, varied co-curricular activities and modern infrastructure. It was established in 1922 as 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 is going to be celebrate its Centenary on 1st May, 2022 for sustaining the highest global standards and excellency in higher education over the many years of its existence

The University of Delhi invites online tenders from registered and authorized Security Service provider through e-tendering CPP Portal 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.

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## 2. TENDER ANNEXURES

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 Evaluation Form
3. Annexure (C) : Financial Bid Evaluation 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) : Integrity Pact

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### 3. TENDER INFORMATION

3.1 Online tenders are invited by the Registrar, University of Delhi, Delhi, from reputed, experienced Security Agencies/ Organizations 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 upload Technical and Financial Bids separately on CPP Portal at <https://eprocure.gov.in/eprocure/app>.**

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	139	6	Initially for a period of <u>two years</u> .  (Further extension <b>may be</b> considered by the competent authority of University of Delhi subject to satisfactory services)

\*Number of Security Guards is tentative. Number of Security Guards may be increased or decreased at any stage depending upon the requirement on same terms and conditions.

3.2 **Earnest Money Deposit (EMD)**: Rs.50,00,000 (Rupees Fifty Lakhs Only)

3.2.1 **Validity of EMD** - upto a minimum period of three months from the date of submission of bid.

3.2.2 **Refund/ Return of EMD** - The EMD will be returned/ refunded to unsuccessful Bidder (s) within 30 days after the award of the contract. However, in case of successful bidder it will be refunded/ returned only on receipt of Performance Security of requisite amount.

3.2.3 No interest will be paid on EMD.

3.3. **Performance Security/Security Deposit**

3.3.1 Within 15 days of despatch of letter intimating acceptance of the offer in the form of Letter of Intent.

3.3.2 Deposit an amount of Rs.30,00,000/- (Rupees Thirty Lakhs only) i.e.3% (DoE, OM NO.F.9/4/2020-PPD dated 30.12.2021) of the estimated cost 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 Performance Security Deposit for the due performance of the contract.

3.3.3 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.

3.3.4 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.

3.3.5 **Security deposit will be interest free.**

3.3.6 The performance security so furnished by the Agency shall remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the Agency.

**3.4 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 may 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](http://www.du.ac.in). The Delhi University reserves the right to accept/reject/cancel any or all the tender without assigning any reason whatsoever.

**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/bidder may be verified by a Technical Committee of the University of Delhi, which may also decide to visit/inspect the Registered Office/training centres of the eligible security agencies.

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## 4. Scope of Work/Contract

The tentative security points, number of persons required, working hours of staff, timings of shifts etc. are 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 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 authorized 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 be increased or

decreased 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 numbers of motorcycles **in accordance with number of supervisor** 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. **may be increased or decreased as per requirement** 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.
- xvii) The agency is required to provide adequate security personnel and bouncers as and when required during the Protest/ agitation/ Strike/ turbulence etc. to protect University Property and officials, without any financial obligations.

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## 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:-

### 5.1 Valid Certificates of statutory Registrations: -

- 5.1.1. Registration under Employee Provident Fund and Miscellaneous Provisions Act, 1952.
- 5.1.2. Registration under Employees State Insurance Act, 1948
- 5.1.3. Registration under The Contract Labour (Regulation & Abolition) Act, 1970
- 5.1.4. Labour Department Registration/License issued by the Office of Central Labour Commissioner, New Delhi
- 5.1.5. 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.
- 5.1.6. Valid Registration under GST and GST Number.
- 5.1.7. Valid Agency/Company PAN Number.
- 5.1.8. Valid quality assurances certificate(s), ISO 9001, ISO 14001, SA 8000 Certificate
- 5.1.9. Valid recognized Training Centre Certificate/ Agreement with recognized training centre

### 5.2 The bidders must have Turnover and relevant documents

Minimum Annual Turnover must be Rs. 30 Crores in Financial Year, 2018-19, 2019-20 & 2020-21. Out of which, minimum Annual Turnover in "Security Services", must be Rs. 10 Crores in each financial year i.e. 2018-19, 2019-20 and 2020-21.

#### 5.2.1 The bidders must have to submit the following documents for Annual Turnover:

- 5.2.1.1 **Auditor's report** : Auditor's report/certificate clearly mentioned the total annual turnover and out of which the total turnover from "Security Services" for each financial year 2018-19, 2019-20 and 2020-21 alongwith appropriate document/Income Tax Returns filed as a proof.
- 5.2.1.2 **Audited Balance Sheets** with Income and Expenditure statement and Profit and Loss Account of last three financial years 2018-19, 2019-20 and 2020-21.
- 5.2.1.3 **Income tax returns (ITR)** of last three financial years 2018-19, 2019-20 and 2020-21.
- 5.2.1.4 ESIC, EPF & GST up to date payment details for the last three financial year i.e. 2018-19, 2019-20 and 2020-21.

### 5.3 Experience

The bidder must have atleast three years' experience in the Financial Years (2018-19, 2019-20 and 2020-21) for providing Security Services in in Central Govt./State Govt/ Central University or State Govt. Universities with satisfactory report as per Annexure-E or similar proforma.

#### **Note:-**

- (1) Experience in Private/Ltd. Company/ Corporations/ PSU/ Banks/ Committee/ Govt. Undertaking Organizations and Enterprises Organizations will not be considered.
- (2) Work Order produced as experience will not be considered as Experience Certificate.
- (3) The Experience Certificate with satisfactory report clearly mentioned the period contract issued from the Competent Authority of the Central Govt./State Govt./ Central University/ State University duly signed & seal will be accepted.

**5.3.1** The bidder must have a big contract/(s) for providing Security Services in the Financial Years (2018-19, 2019-20 and 2020-21) as below:

(a) One similar work contract order of 8 crore or more;

**OR**

(b) Two similar work contracts orders of 4 crore or more;

**OR**

(c) Three similar work contracts orders of 3 Crore or more

**5.4** The bidder must have to submit clientele list for claiming experience in Central Govt./State Govt./Central Universities / State University in the financial year 2018-19, 2019-20 and 2020-21 in given below Performa, otherwise bid will be rejected.

S.No.	Name of Client	Period of Work Award		Total Period (Year/Month/Day)			Cost of Work Award	No. of security personnel deployed	Satisfactory (Yes/ No)	Certificate Enclosed (Yes/ No)	Page No. at enclosure
		From	To	YY	MM	DD					

**5.5** Solvency certificate of minimum 2 crore duly issued by the relevant bank.

**5.6** The agency must have its **Registered office** in Delhi/NCR. Documentary proof must be submitted.

#### **5.7 Manpower: -**

The agency must have minimum 200 numbers of trained Security Guards and adequate number of trained Security Supervisor from the recognized Institute of Govt. of India/Govt. of GNCT Delhi on its roll. 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. The bidder must have at least 200 Nos. of captive manpower on its rolls specifically trained for security services. Full list of the employees

must be submitted in the proforma given below. The bidders having captive manpower less than 200 or have not submitted in proforma given below, the bid will be rejected.

S. No.	Employee Code	Name of Employee	Designation	Date of Birth	Experience (Year/Month/Day)			EPF Number	ESI Number	Place of Posting
					YY	MM	DD			

- 5.8** The Agency should have approvals from concerned regulatory/statutory authorities as applicable for carrying out outsourced work such as EPF, ESIC etc.
- 5.9** All uploaded enclosures including complete Tender Document with Annexures must be signed by the authorized signatory authority, otherwise bid will be rejected.
- 5.10** University of Delhi reserves the right to withdraw/relax/modify eligibility criteria and in such a situation the bidder will be given sufficient time to make suitable changes accordingly. However, no relaxation will be given as far as statutory requirements are concerned, explicit/implicit.
- 5.11 Integrity Pact (Annexure-I):** All Bidders shall have to sign the Integrity Pact with the Procuring Entity as per 'Annexure-I: Integrity Pact'. Bids without a signed Integrity Pact shall be rejected.
- 5.12** Canvassing in any form is prohibited and the tenders submitted the service provider/contractor/company who restore to canvassing is liable for rejection.
- 5.13** In case any person sign the tender/agreement on behalf of the company/service provider on behalf of a limited company of firm, letter of authority/resolution passed by the company/firm empowering him/her to sign the documents on behalf of the company or firm shall be enclosed in the tender document.
- 5.14** University of Delhi does not bind itself to accept the lowest tender and reserves the right to accept or reject, in part or full, any or all the tenders received without assigning any reason.

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## 6. BID SUBMISSION

- 6.1 Manual bids shall not be accepted.
- 6.2 Conditional tenders will not be accepted.
- 6.3 “Technical Bid” shall comprise of all documents as per **Annexure-B and Tender Clause 5.**
- 6.4 **“Financial Bid” shall comprise as per rate quoted in S.No.9 of Annexure-C.**
- 6.5 Tender acceptance letter must be signed by the authorized signatory of the bidder with seal.
- 6.6 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.
- 6.7 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>.
- 6.8 Bid documents may be scanned with 200 dpi with colour option which helps in reducing size of the scanned document.
- 6.9 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 bidder is liable to be banned from doing business with Delhi University.
- 6.10 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.
- 6.11 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.
- 6.12 **The bidder should be uploaded a PDF file only relevant documents duly index and signed by the authorized signatory as mentioned in Tender document. The PDF document should be compiled and index in the manner of Technical Bid (Annexure-II) and other information requisite in the tender document. Otherwise bid will be rejected.**
- 6.13 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.**
- 6.14 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 BID AND EVALUATION

## 7.1 Opening of Technical Bid

- 7.1.1. The Technical Bid will be opened on stipulated date and time. 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.
- 7.1.2. Evaluation of “Technical Bid” shall comprise of all documents as per Annexure-B and Tender Clause 5.
- 7.1.3. Bidder can send their representations address to the Joint Registrar (Estate)’s designated email address at [estatesection@admin.du.ac.in](mailto:estatesection@admin.du.ac.in) within 24 hours after update of evaluation status i.e. reject/accept bids on CPP Portal through email and committee decision on representation will be final. Representations beyond the stipulated time period will not be entertained. Representation sent on any other email address or received from other mode/source will not be entertained/ considered.

## 7.2 Opening of Financial Bid

- 7.2.1 After the Technical evaluation of the bids, the University will open the Financial Bid on a notified date and time of all those bidders who qualified in the technical bid.
- 7.2.2 **Date of Financial Bid Opening:** The date will be intimated subsequently only to the technically qualified bidders or published on the website of the University or the portal.
- 7.2.3 Quotation must be submitted giving complete details as sought in the enclosed Annexures.
- 7.2.4 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.
- 7.2.5 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.
- 7.2.6 Bids, which do not comply with the conditions laid down in the tender document, or are unrealistic, are liable to be rejected.
- 7.2.7 The scope of services proposed should not be altered and If found altered, the tender bid shall be rejected.
- 7.2.8 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.
- 7.2.9 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.
- 7.2.10 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.

- 7.2.11 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.
- 7.2.12 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.
- 7.2.13 Bidders 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.

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

7.3.1. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid's due Date.

7.3.2. 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.

**7.4. Rejection of the Bid:** The bid submitted shall become invalid:-

7.4.1. Bidder applied both for Zone-1 and Zone-2.

7.4.2. Bidder applied for Zone-1, Zone-2 and Zone-3 whole bid will be rejected.

7.4.3. Non-availability or submission (upload/enclosed)

7.4.3.1. Valid registrations certificates as per Tender Clause – 5.

7.4.3.2. Auditor Report or Certificate of Turnover from Security Services for the Financial Year 2018-19, 2019-20 and 2020-21.

7.4.3.3. Unsigned Tender Documents and Annexures.

7.4.3.4. Annexures not duly filled or signed in company letter head.

7.4.4. Experience not enclosed.

7.4.5. Turnover below as prescribed in Tender Clause 5.

7.4.6. Experience below 03 Years in relevant field as prescribed in Tender Clause 5.

7.4.7. Non-submission of document proof duly indexed as per in Tender Clause 5.

7.4.8. If, the bidder is found ineligible.

7.4.9. If, the bidder does not upload all the documents as stipulated in the bid document.

7.4.10. If, uploaded document found none indexed.

7.4.11. If documents found not valid.

7.4.12. If details of Security Personnel not given in prescribed Annexure

7.4.13. Non-responsive financial bid.

7.4.14. Relieving Charges below of the Minimum Wages and Service Charges Zero "0". In case of non-submission of EMD before opening of bid.

7.4.15. If uploaded soft copies found illegible.

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## **8. CRITERION FOR EVALUATION OF TENDERS**

- 8.1 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.
- 8.2 The bidder is liable to pay the wages as per Govt. of NCT, Delhi orders for minimum wages issued/revised time to time. The relieving Charges & Service/Admin. charges will be fixed in nature for awarded/extended contract tenure.
- 8.3 The bidder should not **blacklist** in the last 03 financial years (2018-19, 2019-20 and 2020-21) by any government agency/autonomous body/PSU or any private company and certificate (**Annexure-H**) in this regard is to be furnished alongwith the tender document failing which the bidder liable to be disqualified.
- 8.3.1 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.
- 8.3.2 If such mandatory disclosure has not been done by the successful bidder, 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.
- 8.4 Where counter terms and conditions of business have been offered by the bidder, 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.
- 8.5 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.
- 8.6 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/bidder 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/dissqualified on the basis of the antecedent's verifications/reports, conducted & prepared by the Technical Committee constituted by the Delhi University.
- 8.7 The financial bids will be opened on stipulated time only those Agency's who qualified

in technical bid. **L1 will be decided only as per Rate quoted in Sl. No. 9 of Annexure-C.** In no case, service charge should be 'Nil/0 (Zero)' and relieving charge should not be less than the minimum wages otherwise the bid will be disqualified.

**8.7.1 In case, more than one firm having L1 cost as per Rate quoted in Sl. No. 9 of Annexure-C then L1 will be decided in chronological order as below:**

**8.7.1.1 The bidder having certificates for timely submission of EPF, ESI, GST in the financial year 2018-19, 2019-20 & 2020-21 will be L1.** In case of more than 1 bidder having equal certificate then, L1 will be decided as per below Clause 8.7.1.2.

**8.7.1.2 The bidder having average highest turnover in Security Services during financial year 2018-19, 2019-20 & 2020-21 will be L1.** In case of more than 1 bidder having equal average highest turnover then, L1 will be decided as per below Clause 8.7.1.3.

**8.7.1.3 The bidder having average highest turnover during financial year 2018-19, 2019-20 & 2020-21 and longest experience in the relevant field in the financial year 2018-19, 2019-20 & 2020-21 Central/State Govt. University will be L1.** In case of more than 1 bidder having equal average highest turnover and longest experience then, L1 will be decided as per below Clause 8.7.1.4

**8.7.1.4 Finally, the decision of the Evaluation Committee shall be final.**

**8.8** The University of Delhi will award the contract as per the decision of the Evaluation Committee to the bidder 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 bidder 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.

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## **9. GENERAL TERMS & CONDITIONS FOR BID**

- 9.1 Bidder must be upload copy of **EMD/Bid Security** for Zone-2 at the time of bid submission.
- 9.2 The bidder will be suspended for the specific time by the University of Delhi on the happening of any one or more of the following events: -
- 9.2.1 If, after submission of the quotation, the bidder fails to accept the contract, if awarded, or refuses to comply with any/all of the terms and conditions of the tender.
- 9.2.2 If the bidder withdraws the offer during the validity period of the quotation.
- 9.2.3 If the successful bidder fails to commence the contract at the stipulated time in accordance with the terms and conditions of the tender.
- 9.2.4 If the successful bidder 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.
- 9.3 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.
- 9.4 The University of Delhi reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.
- 9.5 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.
- 9.6 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.
- 9.7 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.
- 9.8 The bidders should quote their most competitive price.
- 9.9 Canvassing in any form entails the bidders' disqualification. If any bidder is found influencing or intimidating other bidder/tender processes, its tender is liable for disqualification.
- 9.10 Please note that any falsification/suppression of information could lead to bidders' disqualification.

## **9.11 Price and Validity**

- 9.11.1 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.
- 9.11.2 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.
- 9.11.3 For the purpose of comparison of the rates, conditional discounts, if any, offered will not be considered. However, the University of Delhi reserves the right to avail of the same as part of award of the contract.
- 9.11.4 Bidders 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.

## **9.12 Duration of the Contract**

- 9.12.1 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.
- 9.12.2 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, subject to 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.
- 9.12.3 The University of Delhi reserves the right to terminate the contract at any time by giving 30 days' notice to the agency.

## **9.13 Performance Security/Security Deposit**

- 9.13.1 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.30,00,000/- (Rupees Thirty Lakhs) (approx.) i.e. 3% of the estimated cost of the Tender as security deposit for the due performance of the contract.
- 9.13.2 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.

- 9.13.3 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.
- 9.13.4 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.
- 9.13.5 The performance security so furnished by the Agency/ Agency shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Agency.
- 9.14 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.
- 9.15 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.
- 9.16 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.
- 9.17 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.
- 9.18 The agency shall also be required to provide numbers of motorcycles in accordance with deployed security supervisors 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. may be increased or decreased as per requirement 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.

9.19 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.

9.20 The Security personnel of the Agency will assist in management of functions/events and estate matters of the University.

**9.21 Compliance with the technical terms and labour regulations**

9.21.1 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.

9.21.2 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.

9.21.3 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 on monthly basis and the Security Agency shall provide documentary proof of payments such made to them, while preferring the bill for reimbursement.

9.21.4 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.

9.21.5 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.

9.21.6 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.

9.21.7 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.

9.21.8 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.

9.21.9 The security agency shall comply provisions of the Minimum Wages Act as amended time to time.

## 9.22 Duty hours

9.22.1 The security personnel will be deployed by rotation on basis in three shifts and in no case their duty shall exceed 08 hours in a day. 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.

9.22.2 **No double** duty will be accepted/allowed for claim of remuneration. If found, will be deducted from the total claim for the month.

## 9.23 Payment Terms

9.23.1 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 (26 days if month duration is 30 days/27 day if month duration is 31 days) 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).**

9.23.2 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.

9.23.3 The Security Agency shall disburse the salary of each month to the Security Guards/Supervisor latest by 7th day 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.

9.23.4 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.

9.23.5 The re-imburement 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 day of each month.

9.23.6 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 7<sup>th</sup> day 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-imburement/payment shall be made subject to recoveries, if any.

#### 9.24 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.

-----XXX-----XXX-----

# **10. INSTRUCTIONS/GUIDELINES FOR BIDDERS**

- 10.1 Each page of tender document must be numbered and signed by the bidders with rubber stamp of the firm affixed on each and every page.
- 10.2 Tenders must be accompanied with Earnest Money Deposit (EMD).
- 10.3 Rates offered should be mentioned both in figures as well as in words and offer should be typed and legible. 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.
- 10.4 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.
- 10.5 All bidders 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.
- 10.6 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.
- 10.7 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.

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**(Annexure-A)**

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\_\_\_\_\_  
Signature of Bidder

# **11. TENTATIVE REQUIREMENT OF SECURITY PERSONNEL**

## **ZONE-2**

<b>SNO.</b>	<b>LOCATION/BUILDING/SECURITYPOINT</b>	<b>TOTAL</b>
1.	Supervisor	6
2.	Registrar/Finance Officer Residence	3
3.	Academic Research Centre	6
4.	Social Science	6
5.	Mathematics	6
6.	Social Science Outer Gate	3
7.	Faculty of Law/CLC Building	6
8.	DUSU Office	4
9.	Gate No.1, Arts Faculty	5
10.	University Student Centre (Canteen)	3
11.	Central Library	6
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	6
18.	Engineering Department, Maurice Nagar Store D-15	3
19.	Arts Faculty Main Building (A)	5
20.	Arts Faculty Main Building (B)	2
21.	Arts Faculty Dean Office (9 am to 5pm)	2
22.	Arts Faculty Extension Building	3
23.	Umang Bhawan Building	9
24.	Social Science New Extension Building	6
25.	Cameraman	3
26.	Bamboo Structure	3
27.	W.U.S. Health Centre	3
28.	N.C.W.E.B.	3
29.	FMS*	3
30.	D-School*	16
31.	Ex-VC Residence/ Dean of Colleges Residence	3
32.	Law Centre-1*	3
33.	Maurice Nagar F- Block Vacant Land	2
	<b>TOTAL</b>	<b>145</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.



# 12. TECHNICAL BID FOR ZONE-2

## Tender for providing Security Services at University of Delhi, Delhi

(Please fill the form properly and mark (√) on appropriate place and indicate index No. of the attached documents otherwise bid will not be considered)

S.No.	Particulars	Details	Indicate page No. of enclosed document										
1.	Name of the Agency/Firm												
	Has Firm/Agency changed its name. If, yes provide details. Attached document proof.	Yes <input type="checkbox"/> No <input type="checkbox"/> If, Yes Old Name _____ New Name _____											
	Name of Agency/Firm Proprietor(s) attach relevant certificate												
	Complete Registered Office address with PIN Code												
	Contact Details: Mobile No. and Email ID												
2.	Agency Profile (Attach Detail) and deals with 1. Multiple Services <input type="checkbox"/> Only Security Services <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>											
3.	Three Years Work Experience in Central Govt./State Govt. /Central Universities/State Universities certificate with satisfactory as per <b>Annexure-E or similar format</b> enclosed. (2018-19, 2019-20 and 2020-21)	<table border="1"> <thead> <tr> <th rowspan="2">Name of Organization</th> <th colspan="2">Contract Period</th> <th rowspan="2">Total Exp. In Years, Months</th> </tr> <tr> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name of Organization	Contract Period		Total Exp. In Years, Months	From	To					
Name of Organization	Contract Period			Total Exp. In Years, Months									
	From	To											
4.	Big Contract Details for providing security services in the Financial Year 2018-19-, 2019-20 and 2020-21. One Work Award of Rs. 8 Crore or More Or; <input type="checkbox"/> Two Work Awards of Rs. 4 Crore or More Or; <input type="checkbox"/> Three Work Awards of Rs. 3 Crore or More <input type="checkbox"/>	<table border="1"> <thead> <tr> <th rowspan="2">Name of Organization</th> <th colspan="2">Contract Period</th> <th rowspan="2">Total Cost of Work Award</th> </tr> <tr> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name of Organization	Contract Period		Total Cost of Work Award	From	To					
Name of Organization	Contract Period			Total Cost of Work Award									
	From	To											
5.	<b>Valid Registration Certificate</b>												
5.	5.1. Employee Provident Fund and Miscellaneous Provisions Act, 1952. Reg. No. _____	Yes <input type="checkbox"/> No <input type="checkbox"/>											
	5.2. Employees State Insurance Act, 1948 Reg. No. _____	Yes <input type="checkbox"/> No <input type="checkbox"/>											
	5.3. The Contract Labour (Regulation & Abolition) Act, 1970, Reg. No. _____, Valid upto _____	Yes <input type="checkbox"/> No <input type="checkbox"/>											
	5.4. Labour Department Registration/License issued by the Office of Central Labour Commissioner, New Delhi. Reg. No. _____, Valid upto _____	Yes <input type="checkbox"/> No <input type="checkbox"/>											
	5.5. 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.	Yes <input type="checkbox"/> No <input type="checkbox"/>											

	5.6. Valid Registration under GST. Reg. No. _____,	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	5.7. Valid Agency/Company PAN Number. Reg. No. _____,	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	5.8. Valid quality assurances certificate(s), ISO 9001, ISO 14001, SA 8000 ISO 9001, ISO 14001, SA 8000 Certificate. Reg. No. _____, Valid upto _____	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
6.	(i) QRT Van (Copy of RC) In the name of Company or Proprietor Reg. No. _____, Valid upto _____	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	(ii) Motorcycle (Copy of RC) Reg. No. _____, Valid upto _____	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	(iii) Availability of sufficient Nos. of Walky Talky (Copy of Purchase Order/Agreement copy)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	(iv) Availability of sufficient Nos. of Metal detectors hand (Copy of Purchase Order/ Agreement )	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	(v) Availability of sufficient Nos. of Vehicle checking mirror (Copy of Purchase Order)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	(vi) Availability of sufficient Nos. of Torch, Sticks (Lathi), stationery, Gum boot, helmet, gloves (Copy of Stock Register)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
7.	Annexures duly filled and signed in Agency Letter Head by authorized signatory.			
	7.1. Specimen for Agreement in Annexure – D	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	7.2. Work Experience Certificate in Annexure – E	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	7.3. Details of Security Staff with EPF number in Annexure – F	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	7.4. Undertaking in Annexure – G	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	7.5. Blacklisting Undertaking in Annexure – H	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	7.6. Integrity Pact in Annexure – I	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
8.	Signed each and every pages of the tender document.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
9.	Auditor's report/ Certificate for Separate Annual Turnover in Security Services for the last three years (2018-19, 2019-20 and 2020-21) alongwith copy of ITR & Profit & Loss A/c and Balance Sheet must be attached.	Financial Year	Overall Turnover	Turnover in Security Services
		2018-19		
		2019-20		
		2020-21		
10.	Bid Security/Earnest Money Deposit (Rs.50,00,000 Rupees Fifty Lakhs Only) DD No. _____ Dated _____	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

- Antecedents of the agency/bidder shall be verified by the Technical 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 Bidder

## 13. FINANCIAL BID FOR ZONE-2

S.NO.	Particulars (Not to be filled by the bidder)	01 Supervisor (Skilled) in ₹ per month	01 Security Guard (Semi-Skilled) in ₹ per month
1.	<b>Basic Pay on the date of uploading tender i.e</b> minimum wages per month as prescribed by the O/o The Commissioner (Labour), Govt. of NCT of Delhi order dated 11.11.2021.	19,291/-	17,537/-
2.	<b>ESI Contribution i.e.</b> @3.25% of Basic Pay (Sl.No.1)	626.96	569.95
3.	<b>EPF Contribution i.e.</b> @13% of 15,000	1950	1950
4.	<b>Bonus i.e.</b> @ of 8.33% of Basic Pay (Sl.No.1)	1606.94	1460.83
5.	<b>Sub Total (Sl No. 1+2+3+4)</b>	<b>23,474.90</b>	<b>21,517.78</b>

S.NO.	Particulars (To be filled by the bidder only)	01 Supervisor in ₹ per month (A)	01 Security Guard in ₹ per month (B)
6.	<b>*Rate of 01 day relieving charges</b> should not be below of Minimum Wages Govt. of NCT at the time of submission of bid. <b>(fixed for whole term of contract)</b>		
7.	<b>#Service/Administrative charges</b> should not be Zero "0" (in Rs. Only) <b>(fixed for whole term of contract)</b>		
8.	<b>Total (Sl. No. 6+7)</b>		
9.	<b>Grand Total</b> [Total of Sl. No. 8 (A+B)]		
	<b>Grand total In Words (Rupees)</b>		

**\*Relieving Charges** is paid for an employee who worked on rest days as per Ministry of Labour and Employment Gazette Notification dated 07.07.2020 Chapter-II Minimum wages clause 7(4).

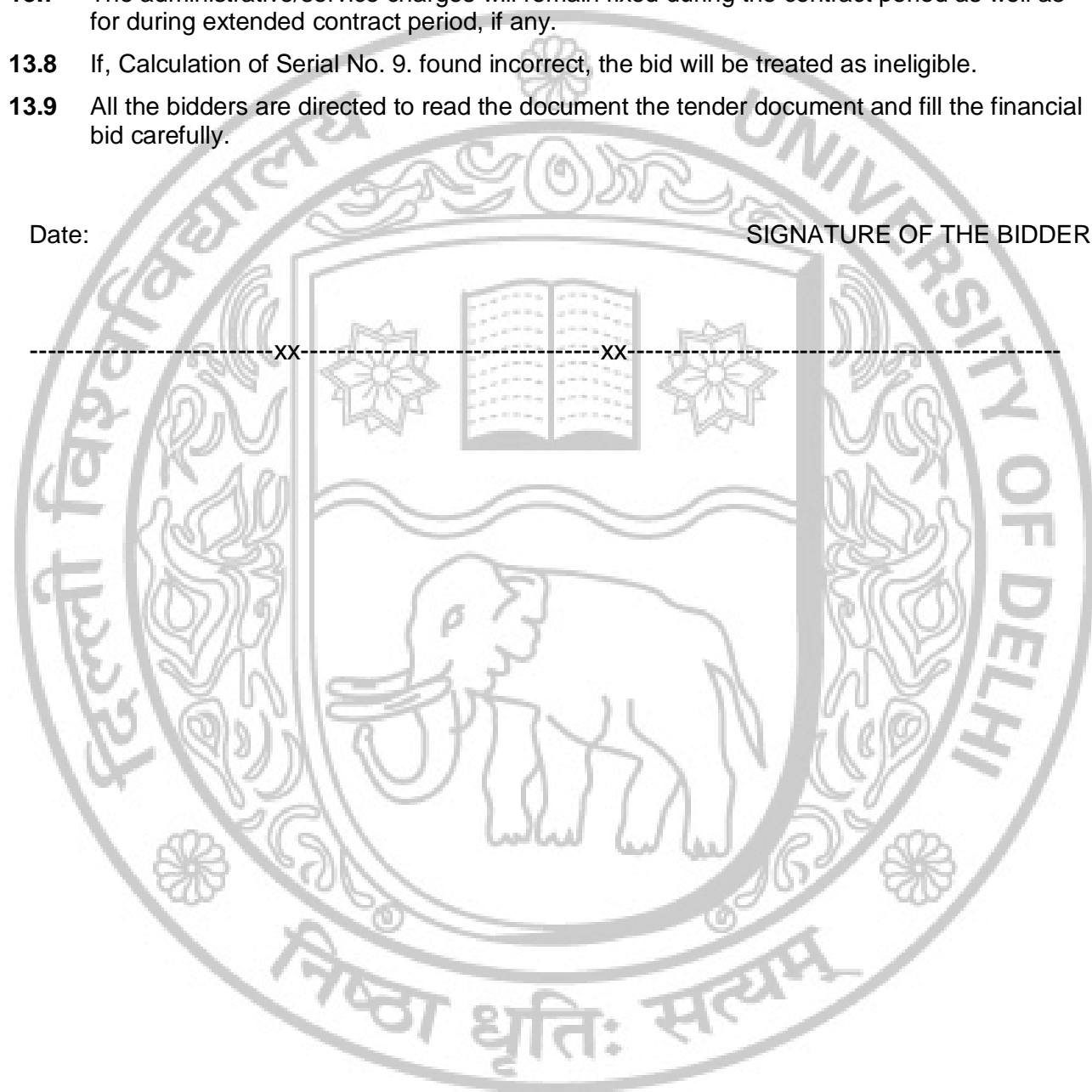
**# Administrative/Service Charges** is a fee charged by the agency responsible for providing security services to cover expenses related to record-keeping, operational charges, incidental charges and other additional administrative costs, must be realistic.

- 13.1** L1 will be decided only as per Rate quoted in Sl. No. 9. If there is ambiguity in calculation, the bid will be rejected.
- 13.2** The bidder is liable to pay the minimum wages as per Govt. of NCT, Delhi orders as revised from time to time.
- 13.3** The bidder is also liable to pay EPF/ESI/Bonus Contribution as per orders/rules of Govt. of India and revised time to time.

- 13.4** The tentative requirement of deployment of security personnel is 06 Security Supervisor and 139 Security Guard as per Annexure-A.
- 13.5** Relieving Charges below minimum wages and Service/Admin Charges Zero "0", will be disqualified for the bid.
- 13.6** 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.
- 13.7** The administrative/service charges will remain fixed during the contract period as well as for during extended contract period, if any.
- 13.8** If, Calculation of Serial No. 9. found incorrect, the bid will be treated as ineligible.
- 13.9** All the bidders are directed to read the document the tender document and fill the financial bid carefully.

Date:

SIGNATURE OF THE BIDDER



# **14. GENERAL TERMS AND CONDITIONS OF THE CONTRACT/ AGREEMENT**

- 14.1 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.
- 14.2 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.
- 14.3 All bidders 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.
- 14.4 Any tender which is not in conformity as laid down will be summarily rejected.
- 14.5 **Security Guards:** should have one year of working experience of security sector and well trained about security duties.
- 14.6 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.
- 14.7 Security Guards provided by the Agency should also be trained in Civil Defense/fire-fighting.
- 14.8 No accommodation or departmental transport will be provided by the University for the Agency's staff.
- 14.9 The entire administration of the security personnel will be the responsibility of the agency.
- 14.10 The security guards shall always wear uniform as provided by the Agency while on duty.
- 14.11 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.
- 14.12 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 for reimbursement to the University and payment thereof. The agency will raise the bill for reimbursement 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 11<sup>th</sup> day onwards shall

be imposed on the agency. The monthly payment Bank detail of the Security Guards/Supervisors will be submitted alongwith the bill.

- 14.13 Request for enhancement in Relieving/Administrative/Service charges will not be entertained during the tenure of the contract.
- 14.14 The Security Guards/Supervisors engaged by the Agency shall strictly follow the discipline/security rules of the University.
- 14.15 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.
- 14.16 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.
- 14.17 The Agency shall furnish Bank Guarantee to an extent of 3% of the estimated cost of the Tender 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.
- 14.18 The Agency shall ensure that only a senior level official will attend the periodical meetings of the Joint Monitoring Committee (JMC).
- 14.19 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.
- 14.20 The agency will provide the **Saving Bank Account details** of all the security guards and security supervisors deployed by it in the University.
- 14.21 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.

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# **15. AGREEMENT FOR ROUND THE CLOCK SECURITY SERVICES**

A. 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 providing 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 it 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, which is applicable time to time.

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. The Agency shall provide bouncers as and when required by the University without any additional financial obligations.
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/X<sup>th</sup> Pass qualification from any recognized 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 organization 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; the Workmen's Compensation Act, 1923; Payment of Bonus Act, 1965 as amended time to time. 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/Labour Commissioner 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, and agency will protect and defend the University before such courts/ Tribunals.
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 contractors are required to furnish e-challan receipts of Goods & Service Tax (GST) deposited against the reimbursement of current and last monthly bill/arrear of monthly bills.
14. The successful bidder/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.
15. 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 only for reimbursement 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 11<sup>th</sup> day onwards shall be imposed.
16. The Agency will comply with all the provisions of Private Securities Regulation Act, 2005.
17. That the uniforms will be 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.
18. 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.
19. 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.
20. 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.
21. It shall be the duty of the 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. University will

not be responsible for claims of re-employment of security personnel.

22. 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.
23. The Agency should not allow security personnel to conduct any unlawful/union activities in the campus of University.
24. 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 being no employer, employee relation between the said employee and 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.
25. 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 liabilities either from the Government or from any other sources.
26. 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.
27. The agency will be responsible for leave, replacement and other welfare measures for the security guards and other supervisory staff.
28. 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
29. 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.
30. Agency will provide a baton, torch, whistle etc. to Security Guards.
31. Agency will depute adequate staff (guards) so that no guards are put on double duty.
32. The Agency will make necessary provisions for giving weekly off to every guard on duty and will intimate to University in writing.

33. 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.
34. 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.
35. 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.
36. The agency shall ensure that no person who has been booked for any criminal case for moral turpitude is deployed in the University.
37. 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 authorized 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.
38. The contractors may be required to furnish monthly 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.
39. The successful bidder/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.
40. The agency and his staff will be required to take all precautions and follow the guidelines/instructions related to Covid-19 and any other pandemic issued by the concerned Govt. agency/authority/department time to time.

#### **D. UNIVERSITY'S OBLIGATIONS**

- a) That in consideration of the service rendered by the Agency or as stated above the agency shall be paid/reimbursed 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 for reimbursement by the Agency and duly certified by the Security Officer of the University.

- b) The University shall not be liable to delay in payment/reimbursement of raised bill due to late submission of bill or missing of requisite documents or failed to submit the requisite document.
- c) 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. However, the revision in pay will not affect the relieving and service charges and will remain the same/fixed throughout the tenure/extended tenure.
- d) The University is exempted from payment of Service Taxes as it is an educational institution.
- e) The security deposit will be refunded to the Agency within three month from the date 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. AMMENDMENTS 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. Any dispute or difference of any nature whatsoever regarding any right, liability, act, omission of either of parties hereto arising out of or in relation to this agreement or any matter incidental thereto shall be referred to the arbitration of a single arbitrator as per the provisions of the *Arbitration & Conciliation Act, 1996*, as amended from time to time. The parties shall bear the costs of such arbitration in equal shares. Such arbitration shall be held at Delhi and the Courts at Delhi alone shall have the jurisdiction to deal with the arbitration proceedings and the awards in accordance with law and language shall be English.
- b. 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.

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## 16. Work Experience Certificate

This is to certify that M/s.....has been working/worked From (DD/MM/YYYY) to (DD/MM/YYYY) 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:





## 17. Details of the Working Security Guard with EPF Number

S. No.	Employee Code	Name of Employee	Designation	Date of Birth	Experience (Year/Month/Day)			EPF Number	ESI Number	Place of Posting
					YY	MM	DD			

## **18. UNDERTAKING**

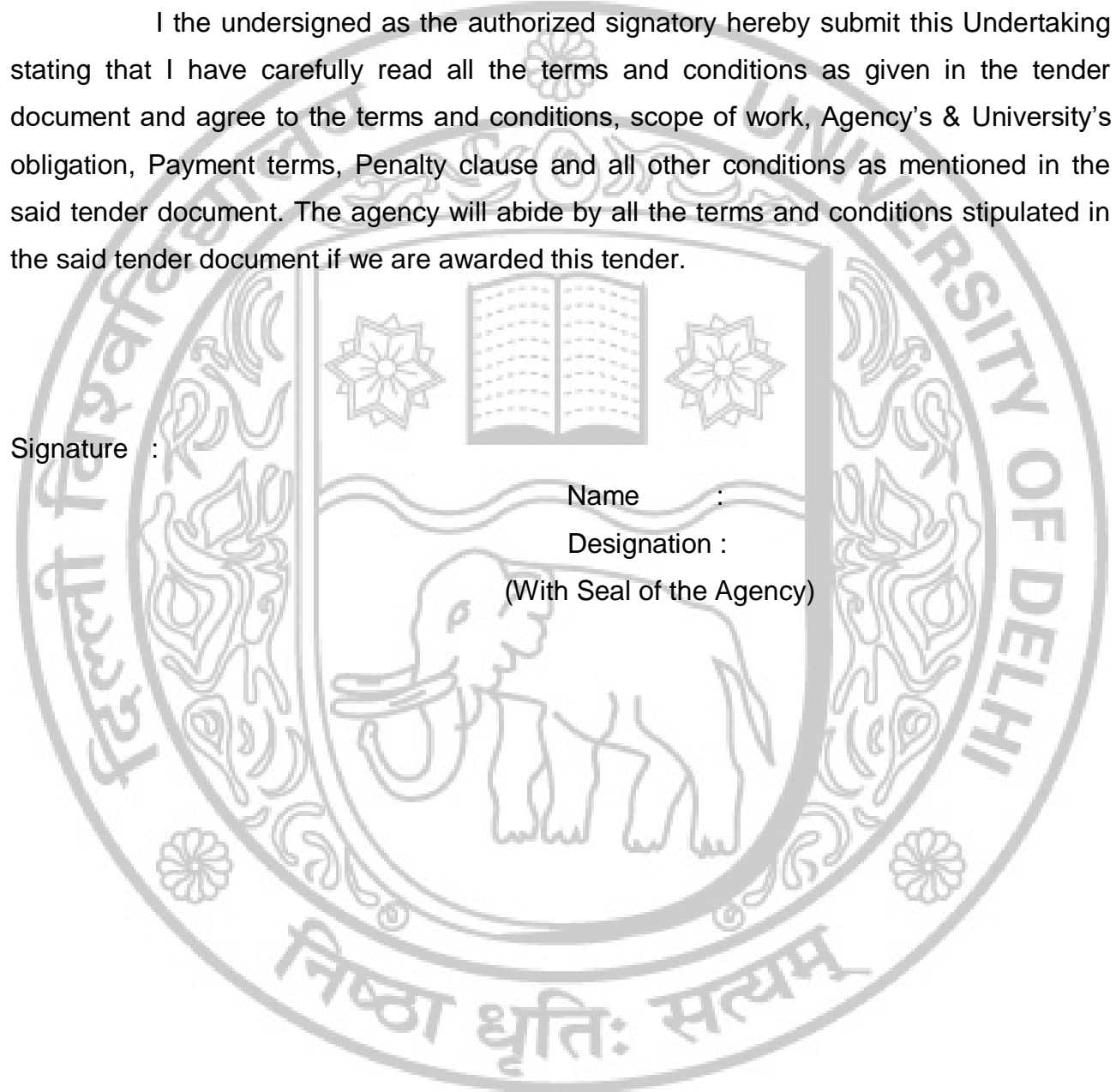
I the undersigned as the authorized signatory hereby submit this Undertaking stating that I have carefully read all the terms and conditions as given in the tender document and agree to the terms and conditions, scope of work, Agency's & University's obligation, Payment terms, Penalty clause and all 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)



# **19. UNDERTAKING FOR BLACKLISTING**

To,

The Registrar,  
University of Delhi  
Delhi-110007

Sir,

We, the undersigned bidder, having carefully read and examined in detail the Terms and Conditions and all tender document each and every page in regard to the providing of the Security Services at University of Delhi. We accept all the terms & conditions mentioned in the tender document and also do hereby declare:

1. That we have not been blacklisted/debarred by CBI or any law enforcement agencies/Government organization/Department/Autonomous Bodies/Public Sector 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, signed and sealed 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 Delhi University, without prejudice to any other right or remedy available to the Delhi University, 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:

Place:

Phone no.:

E-Mail:

## 20. INTEGRITY PACT

This INTEGRITY PACT is made and executed at \_\_\_\_\_ on this day of \_\_\_\_\_  
20\_\_\_\_\_

By and between

The Registrar, University of Delhi, Delhi-110007 (hereinafter referred to as “The Principal” which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the First part;

AND

M/s. \_\_\_\_\_ a company incorporate under the companies Act, \_\_\_\_\_ through \_\_\_\_\_ its \_\_\_\_\_ repetitive/authorized signatory \_\_\_\_\_ vide resolution dated \_\_\_\_\_ passed by the Board of Directors, having its office or \_\_\_\_\_ (hereinafter referred to as “The Bidder/Contractor” which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include it successor-in-office, administrators or permitted assignees) of the Second Part.

Between

**University of Delhi** hereinafter referred to as “The Principal”,

And

.....hereinafter referred to as “**The Bidder/Contractor**”

### Preamble

The Principal intends to award, under laid down organizational procedures contract/s for .....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal with appoint an independent External Monitor (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 – Commitments of the Principal**

1. The Principal Commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder (s) with equity and reason. The Principal will be particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder(s)/Contractor(s)**

1. The Bidder (s)/Contractor (s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the

Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-"A".

- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s)/Contractor(s) who have signed the integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3- Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any to other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B"

### **Section 4 – Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor Liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

### **Section 5- Previous transgression**

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

### **Section 6 – Equal treatment of all Bidders/contractors/subcontractors**

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Section 8 – Independent External Monitor/Monitors**

1. The Principal appoints competent and credible independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Registrar, University of Delhi.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest unrestricted an unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure of Confidential information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform secretary, Department of Higher Education.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The Parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice sa violation of this agreement, he/she will so inform the Management of the Principal and request the Management

to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the Registrar, University of Delhi within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arises, submit proposals for correcting problematic situation.
8. If the Monitor has reported to the Registrar, University of Delhi, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Registrar, University of Delhi has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, The Monitor may also transmit this information directory to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by The Registrar of University of Delhi.

### **Section 10 – Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is Registered Officer of the Principal i.e. University of Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If The Contractor is a partnership- or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to in agreement in their original intentions.
5. Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.
7. The actions stipulated in his Integrity Pact are without prejudice to any other legal action(s) that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.



\_\_\_\_\_

(For & On behalf of the Principal)

\_\_\_\_\_

(For & On behalf of Bidder/Contractor)

(Office seal)

(Office seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

Witness 2:

(Name & Address) \_\_\_\_\_

(Name & Address) \_\_\_\_\_

