

**BHARATI COLLEGE
(UNIVERSITY OF DELHI)
C-4, JANAK PURI, NEW DELHI-110058**

CONTENTS OF BIDDING DOCUMENT FOR SECURITY SERVICE

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**BHARATI COLLEGE
(UNIVERSITY OF DELHI)
C-4, JANKAPURI, NEW DELHI-110 058.**

SECTION-1

**NOTICE INVITING FOR TENDER OF SECURITY SERVICES IN BHARATI COLLEGE,
UNIVERSITY OF DELHI**

E-Tenders are invited under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership having proven capacity to provide security services with the suitable and uniformed trained manpower, for Bharati College, University of Delhi, C-4, Janakpuri, New Delhi-110 058 for a period of 2 years. **Manual bids shall not be accepted. The total number of security Guards is 11 (08 for Office + 03 for Hostel).**

Bharati College has a campus of about eight acres (Approx. 5471 Sq.mtrs) covered area.

2. **Document Download:** Tender documents may be downloaded from Bharati College website www.bharaticollege.org (for reference only) and CPPP i.e. <https://eprocure.gov.in/eprocure/app> as per the schedule. **CRITICAL DATEs SHEETS given on next page.**

**Dr. (Mrs.) Mukti Sanyal
Offtg. Principal**

CRITICAL DATE SHEET

| | DATE |
|----------------------------|-------------|
| Published Date | 13.08.2019 |
| Bid Document Download | 14.08.2019 |
| Clarification Start Date | 14.08.2019 |
| Clarification End Date | 16.08.2019 |
| Bid Submission Start Date | 17.08.2019 |
| Bid Submission End Date | 06.09.2019 |
| Technical Bid Opening Date | 09.09.2019 |
| Financial Bid Opening Date | 11.09.2019 |

3. Bid Submission: Bids shall be submitted online only at CPPP i.e. <https://eprocure.gov.in/eprocure/app>.

Bidders are advised to follow the 'Instruction' for e-submission of the bids online through the Link:

<https://eprocure.gov.in/eprocure/app>

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4. Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance with father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

5. Tenderer who can downloaded the tender from the Bharati College website www.bharaticollege.org and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, **shall not tamper/modify the tender documents including downloaded price bid template in any manner.** In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be black listed from doing business with the Bharati College/University of Delhi.

6. Intending tenderers are **advised to keep checking the Bharati College** website www.bharaticollege.org and **CPPP** website <https://eprocure.gov.in/eprocure/app> regularly till **closing date of submission** of tender for any corrigendum / addendum/ amendment.

7. Bid Security/EMD Payment:

Earnest Money Deposit of **Rs.2,00,000/- (Rupees Two Lakhs only)** in the form of Demand Draft in favour of Principal, Bharati College, University of Delhi C-4, Janakpuri, New Delhi through RTGS/NEFT. The College Bank details are (**Account Name: Bharati College Maintenance Grant A/c, Account Number: 1527000400332120 IFS Code: PUNB0495200, Bank: Punjab National Bank, Bharati College, University of Delhi, Janakpuri, New Delhi-110 058.** The bidder shall submit the EMD/ UTR No of RTGS/NEFT with the Bharati College. The payment details should be uploaded with CPP Portal also. EMD of unsuccessful bidders will be returned to them after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

8. Bids will be opened as per date/time mentioned in the Tender Critical Date Sheet. After online opening of Bids the results of their qualification be published on CPP Portal.

Submission of Tender

The tender shall be submitted online in Two part, viz., Technical bid and Financial (Price) bid.

All the pages of bids being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

Technical Bid

The following documents are to be furnished by the Contractor along with **Technical Bid** as per the tender document in the sequence as mentioned below. The pages of the technical bid should be properly numbered, and an index needs to mandatorily made:

- i) Signed and Scanned copy of **proof for payment of Earnest Money Deposit**
- ii) Only those firms with ex-serviceman proprietors/partners are eligible to apply. A certificate to this effect needs to be furnished.
- iii) GST number, PAN details, PASARA registration, Delhi Labour License, Company registration certificate, NSIC/MSME certificate (if applicable), ESIC registration, EPFO registration.
- iv) IT Returns for the last 3 years (2016-17, 2017-18 & 2018-19)
- v) ISO certificate
- vi) Three year work experience, along with performance satisfactory certificate from an employer issued in the year 2018-19.
- vii) Bank account details.

Bids which are not arranged in the above given sequence with pages properly numbered alongwith an index shall be summarily rejected.

FINANCIAL BID

(a) Schedule of financial bid for security services 11 Guards (8 for office + 3 for Hostel)

| S.No. | Particulars | Rates | Amount |
|--------------|---|--------------|---------------|
| 1. | Basic (Minimum wages) (Minimum wages rate should be quoted as Delhi Govt. Labour Department) for Unskilled Category. | | |
| 2. | Leave with wages | | |
| 3. | P.F. Encl. EDU & Admn. Charge over Edu | | |
| 4. | ESIC/WCP | | |
| 5. | Uniform Allowance | | |
| 6 | Bonus/Ex-gratia | | |
| 7 | Gratuity | | |
| 8 | Service Charges | | |
| 9 | Other Charges if any | | |
| 10 | GST on (i) Basic wages | | |
| 11 | Total (per employee) | | |
| 12 | Grand Total | | |

- **All statutory payment should be included in the Financial Bid, failing which their financial bid will be rejected.**
- **If any vender will quoted Zero amount of Service Charges will be rejected.**

INSTRUCTIONS TO BIDDERS

1. GENERAL:-

1.1 The present tender is being invited for Security Services under which the contractor shall provide uniformed and trained personnel and will use its best endeavours to provide security of building, equipment's, materials and staff working in , monitoring and surveillance of the premises. Any theft and losses of building, equipment etc. vender will be responsible.

2. ELIGIBLE BIDDERS:-

2.1. All security agencies who are providing similar kind of services for at least last three consecutive years i.e. 2015-16, 2016-17 & 2017-18 and having annual average turnover of Rs.1,00,00,000/- (Rupees One Crore) during these three years.

2.2. The bidder should have the experience of completion of similar works in any of the reputed MNC, Colleges, Autonomous Institutions, University, Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities during last three years i.e. 2015-16, 2016-17 & 2017-18. A copy of same is enclosed.

2.3 The agency should ISO Certified and having valid license under Private Security Regulation Authority (PSARA) Act.

1. QUALIFICATION OF THE BIDDERS:-

3.1. The Bidder, to qualify for the award of contract, shall upload a written power of attorney authorizing the signatories of the bid to participate in the bid.

3.2.(a) Memorandum of Understanding will have to be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;

(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

- 3.3. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
- 3.4. Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his/her bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If Bharati College, University of Delhi, C-4, Janakpuri, New Delhi-110058 subsequently finds to the contrary, the college reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void with immediate effect.
- 3.5. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

4. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself/herself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

5. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the college will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

6. VISIT TO COLLEGE:-

The bidder is required to provide security services to Bharati College, University of Delhi and is advised to visit and acquaint himself with the premises, campus layout and every other relevant aspect. The costs of visiting shall be borne by the bidder on the submission of bid. It shall be deemed that the bidder has undertaken a visit to the Bharati College, University of Delhi and is aware of the operational conditions prior to the online submission of the tender documents.

7. TENDER DOCUMENTS:-

7.1. Contents of Tender Documents.

7.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Security Services. The tender document comprises of:

- a) Notice of Invitation of Tender.
- b) Technical Bid
- C) Price Bid/Financial Bid.
- d) Terms and Conditions.
- e) Tender form for providing security services
- f) Form of Agreement

7.1.2. The bidder is expected to examine all Instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his/her bid.

7.1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.

7.2. Clarification of Tender Document

7.2.1. The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall immediately inform the Officiating Principal, Bharati College, University of Delhi.

7.2.2. In case the bidder has any doubt about the meaning of anything contained in the tender document, he shall seek clarification from the Office before submitting his bid. All communications between the bidder and the college shall be carried out in writing.

8. BID PRICES:-

8.1. Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the security services at Bharati College, University of Delhi, C-4, Janakpuri, New Delhi-110058. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESI, EPF contributions, service charges, Gratuity, Leave wages etc. and all kinds of taxes which should be clearly stated by the contractor.

8.2. The rates and prices quoted by the Bidder shall be exclusive of all taxes for 11 (Eleven Security Guard).

8.3. The rate quoted shall be responsive and the same should be inclusive of all Statutory obligations such as Minimum Wages, ESI, EPF contributions, bonus, gratuity, relieving wages, service charges and all kinds of taxes etc. The offers of those prospective bidders which do not meet the **statutory requirements are liable to be rejected.**

8.4. Conditional bids/offers will be summarily rejected.

8.2 Form of Bid:-

All the documents uploaded with the bids shall be completed in all respect and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, it shall be signed by a duly authorized representative of each member of participant thereof. Signatures, witnessed and date should be mentioned in the bid. Copies of relevant power of attorney shall be attached. Financial Bid should be strictly as per BOQ.

8.3. Duration of Contract:-

The contract may be valid initially for a period of (2) two year and the Bharati college has reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond 5 years.

8.4. SECURITY:-

8.4.1. Any Tender not accompanied by Bid Security shall be rejected.

8.4.2. Bid security of the successful bidder shall be deposited 10% of tender value in the college at the time of signing the contract agreement or deducted from bill.

8.4.3. Bid Security shall be forfeited if the bidder withdraws his bid during the period of tender validity.

8.4.4. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Guarantee within the time frame specified by the college.

8.5. Format and Signing of Bid:-

- 8.5.1. The bidder shall upload one copy of the tender document and Addenda/Corrigendum, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.
- 8.5.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.
- 8.5.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the Bharati College, or are necessary to correct errors made by the bidder, in which case such corrections shall be initial/signed and dated by the person or persons signing the bid.

9. Late and Delayed Tenders:-

- 9.1.1. The College may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the college and the Bidder will be the same. This information will be posted on the College website and e procurement website of Govt. of India only in the form of Corrigendum.

10.1 Bid Opening and Evaluation:-

- 10.1.1 The authorized representatives of the College will open the Pre- qualification/Technical Bids.
- 10.1.2. The bid of any bidder who has not complied with one or more of the conditions will be **summarily rejected**.
- 10.1.3. Conditional bids will also be summarily rejected.
- 10.1.4. Subsequently, the selected technical bids will be evaluated as per the methodology given in the Tender document.
- 10.1.5. Financial bids will be open those bidder technically qualified.

10.2 Right to accept and reject of the Bids:-

- 10.2.1. Bharati College, University of Delhi is not bound to accept any bid and may at any time by notice in writing terminate the tendering process.
- 10.2.2. Bharati College, University of Delhi may terminate the contract if it is found that the contractor is black listed on previous occasions by any of the MNCs/ Colleges / Institutions/ Local Bodies/Municipalities/ Public Sector Undertakings, etc. and forfeited their EMD/Performance security.
- 10.2.3. Bharati College, University of Delhi may terminate the contract if the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

11.1 Award of Contract:-

- 11.1 Bharati College, University of Delhi will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- 11.2 BHARATI COLLEGE, University of Delhi will communicate the successful bidder by uploading the letter of offer on this website. This letter (hereinafter and in the condition of contract called the “Letter of Offer”) shall prescribe the amount which College will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- 11.1.3. The successful bidder will be required to execute an agreement in the form specified within a period of 15 days from the date of issue of Letter of Offer.
- 11.1.4. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of ‘Letter of Offer’ for an amount of 10% of the total bid value for the period of two years in the form of a Nationalized Commercial bank or Demand Draft in favour of “Principal, Bharati College” or deducted from 5% from EMD and rest 5% from bill. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.
- 11.1.5. The successful bidder will submit the Universal Account No. of ESI/EPF subscription within one month from the award of the work. The challans indicating College name and worker name alongwith bill every month and quarterly system generated statements of EPF subscription are required to be submitted latest by 10th of every quarter.
- 11.1.6. The successful bidder will submit the verified attendance record of all deployed security personnel along with the bills submitted on monthly basis. The contractor shall disburse the remuneration/wages through ECS to all worker/employee by 7th of every month. Any delay to get the payments from BHARATI COLLEGE, University of Delhi due to any reason will not be excuse for not releasing the remuneration/wages to deployed staff and neither the college shall be liable to pay any interest on outstanding dues.

11.1.7. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

11.1.8 If the successful bidder who has been awarded the contract fails to execute the work within one month from the date of award of contract, BHARATI COLLEGE, University of Delhi reserves the right to withdraw the award of contract offered to the bidder and his EMD/Performance Security will be forfeited. The bidder shall indemnify BHARATI COLLEGE for all losses and damages for the same.

Dr (Mrs.) Mukti Sanyal
Officiating Principal

SECTION-3

TERMS AND CONDITIONS OF THE CONTRACT

1. The Principal Employer reserves the right to cancel the contract agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work contract. In such an eventuality, Principal Employer further reserves the right to get the work done from the open market or through some other agencies. In such an event the contractor will be black listed in the college for a period of 4 years from participating in such types of tenders floated by the College.
2. Any person who is in Government Service or any employee of the college should not be made a partner to the contract by the contract directly or indirectly in any manner whatsoever.
3. In every case in which, by virtue of the provisions of the Workman's Compensation Act, the college, if obliged to pay compensation to any person employed by the contractor in execution of the work at the Bharati College will be entitled to recover from the contractor the amount of compensation so paid. Not with standing the above, the contractor is fully liable to pay such compensation if any.
4. The contractor shall indemnify the college against all other damages/charges and expenses for which the college may be held liable to pay, on account of the negligence of the contractor or his servants or any person under his control whether in respect of accidents, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.
5. The contract is awarded for a period of Two years from and after the expiry of the said period of contract, the period of contract may be extended on mutual consent on the same rates and terms & conditions. For such period as may be agreed to, but not beyond further 5 years at the discretion of the Principal Employer or at terms settled mutually in writing.
6. The Principal Employer reserves the right to terminate the contract without assigning any reason by giving to the contractor one calendar month's notice of its intention to do so and on the expiry of the said period of notice, the contract shall come to an end.
7. If any information furnished by the contractor is found to be incorrect at any time, the contract is liable to be terminated without any notice.
8. The Principal Employer has the absolute right to terminate the contract at any time without assigning any reason. The Principal Employer will also have the right to extend the contract at the same terms and conditions until such time as the new security agency takes over in case fresh tendering is required.
9. The contractor shall not be permitted to transfer his rights and obligations under the contract to any other organization or otherwise.

10. The contractor shall be fully responsible for the security staff services in the premises of the college as laid down in the Agreement.
11. There will not be any liability on the Principal Employer in case of any violation of the statutory provisions under labour laws, ESI and EPF or otherwise on behalf of the contractor.
12. In the event of any dispute arising in connection with the interpretation of any clause in the terms and conditions of the contract agreement or otherwise, the matter shall be referred to the Chairman, Governing Body and courts at Delhi/New Delhi shall have jurisdiction in connection with any dispute/litigation arising out of this contract.
13. The contractor shall be liable to make alternate arrangements in case of the **absence of the security staff**. No extra payment shall be payable on this account. The contractor has to keep sufficient number of leave reserves.
14. An appropriate deployment of the manpower shall be ensured by the contractor as per the real need and requirement of the premises (At present eleven personnel are required).
15. That the attendance and other relevant records shall be kept by the contractor at his own cost and be produced by him on demand to the Principal Employer or any officer deputed for this purpose by the Principal Employer as the contractor and his staff is under overall supervision of the Principal Employer.
16. That every worker engaged in security services shall wear the prescribed neat and clean uniform according to season affixing thereon the badge mentioning the name and designation of the worker provided by the contractor at his own cost.
17. The contractor shall arrange to provide neat and smart dresses/uniforms to all the security staff on duty and ensure good behavior with all the staff in the college and as well as with the visitors to the college. They shall abstain from taking part in any staff union and association activities. The contractor shall provide as a part of the dress, appropriate woollens to the security staff in the winter season. The security staff shall not be permitted to wear any odd wrappers. The dress shall be of uniform colour and design.
18. The college reserves the right to change the place of duty of any security staff. It also has the right to ask for replacement if a particular security staff is not found to be carrying out the security functions satisfactorily.
19. That the contractor shall engage the staff between the ages of 18 and 40 years. He should ensure that any of the staff deployed is not suffering from infectious/Communicable disease. If any complaint of misbehavior and misconduct comes into the knowledge of the Principal Employer, the contractor shall replace such staff immediately.
20. The college shall not be responsible financially or otherwise for any untoward incident or any injury to the security staff in the course of performing the duty.
21. The Principal Employer can impose a penalty of up to Rs 200/- each time if it is established that a particular assigned work has not been done despite having been pointed out by the college authorities.

22. That the Contractor shall obtain a license under Contract Labour (**R&A**) Act, 1970 and also submit a copy of such license duly attested in the college, if applicable. Moreover, he shall abide by all the necessary provisions of various Labour Laws/Acts viz. ESI/Bonus/EPF/Gratuity Contract Labour, Workmen's Compensation and any other laws and rules applicable to him in this regard.
23. The contractor shall comply with all the statutory provisions as laid down under the various Labour Laws/Acts/Rules like Minimum Wages, ESI, EPF, Gratuity Delhi Shops and Establishment Act, Contract Labour Act and other Labour Laws/Acts in addition to the provision that contractor shall comply with all legal requirements for obtaining license under the Contract Labour (R&A) Act, 1970 at its own cost. In case of violation of such statutory provisions under Labour Law by the contractor, there will not be any liability on the Principal Employer and the contract will be liable for termination.
24. That in case any person engaged by the contractor is found to be inefficient, quarrelsome, infirm, invalid or found indulging in unlawful or union activities, the contractor shall replace such person with a suitable substitute at the direction of the college.
25. That the College shall not be liable to provide any sort of accommodation to the staff or person deployed by the contractor and no cooking/lodging will be allowed in the premises of the college at any time.
26. In case of breach of any of the terms of agreement, any amount payable to the contractor can be appropriated by the Principal Employer against any amount which the contractor may owe to the college.
27. In case the contractor wishes to terminate the contract, he shall have to give 3(Three) months notice in advance to this effect.
28. The respective Security Supervisor will be responsible for the overall security arrangement of the college covered in the contract.
29. If Principal Employer wishes to termination the contract, he shall have to give 1 (One) month notice.
30. He will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
31. He will be available most of the time. During the course of his duty, he will take rounds of the entire campus. His whereabouts, while on rounds, should be known to the other staff, as in case of need, he shall have to be available within 05 minutes.
32. The contractor will provide the details of the employees/karamcharis who have been engaged to work in the College along with their passport size photographs. He will also inform the College office whenever he changes any employee, so as to keep the list of employees updated. The Contractor shall raise monthly bills by the 10th of each month.
33. That the contractor will himself be responsible/liable for any type of statutory/mandatory claims or penalties in light of the default with reference to the above provisions.

34. That the contractor shall furnish security in the form of Pay Order/Bank Draft of an amount of Rs. 2,00,000/- in favour of Principal, Bharati College University of Delhi and no interest shall be paid by the college in this regard Retention money will be deducted @ 10% from the bill. Maximum to 10% of annual expected payment.
35. That the contractor shall not engage any sub-contractor or sublet/transfer the contract to any other agency/person in any manner.
36. That the contractor shall not, at any stage, cause or permit any sort of nuisance in the premises of the college or do anything which may cause unnecessary disturbance or inconvenience to others working there as well as to the staff and students of the college.
37. If any staff engaged by the contractor gets injured or dies while discharging his duties in the college, the entire liability, whatsoever, will be of the contractor.
38. That the contractor will himself be responsible/liable for any type of statutory/mandatory claims or penalties in light of the default with reference to the above provisions.
 1. The security Personnel will be considered under the **Un-skilled category**. Contractor shall provide uniformed and trained personnel and use its best endeavour to provide Security services to the college for providing safety, monitoring and surveillance. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act, weekly-off replacement charges, cost of uniform, ESI, EPF, Gratuity of personnel deployed by the contractor and all kinds of taxes, service charges, etc. of the agency. The rate quoted will be for per shift of eight hours per person per day. If the minimum wages is revised by the Government of NCT of Delhi/Government of India, the incremental wages, if applicable, will be provided.
 2. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
 3. The number of manpower required shown above is indicative and the actual quantity may vary.
 4. The bidders should quote the rates in Indian Rupees.
 5. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.

FORCE MAJEURE:

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as acts of God/Nature etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

“NOTICE TO PROCEED” means the notice issued by the College to the contractor communicating the date on which the work/services under the contract are to be commenced.

If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the College for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the College.

The contract period is **twenty four months** from the date of the commencement (as mentioned in Notice to Proceed).

During the course of contract, if any contractor’s personnel are found to be indulging in any corrupt practices causing any loss of revenue to the College shall be entitled to terminate the contract forthwith duly forfeiting the contractor’s Performance Guarantee.

In the event of default being made in the payment of any money in respect of wages of any pers on deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the College may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the College from the contractor.

If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the College, such money shall be deemed to be payable by the contractor in case the same money was not paid by the contractor to his employees to the College within seven days. The College shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.

The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.

The bidder should be registered with the concerned authorities of Labour College under Contract Labour (R&A) Act 1970 and Delhi Works Contract Act (wherever applicable).

The contractor shall ensure that only physically fit personnel shall be deployed for duty.

The Bharati College shall not be responsible for providing residential accommodation to any of the employee of the contractor or relatives of such employees.

The Bharati College shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract or in case of any accident or death of such employee of the contractor. The College does not recognize any employee employer relationship with any of the workers of the contractor.

If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the College from the agency.

If any underpayment is discovered, the amount shall be duly paid to the agency by the College.

The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the College etc.

The contractor will have to deposit the proof of depositing employee's contribution towards EPF/ESI etc. of each employee as per the billing cycle.

The contractor shall disburse the wages to its staff deployed in the College every month through ECS only and submit a proof of the same to the college.

The GST amount so applicable will be the responsibility of the awardee contractor. A copy of the deposited amount by means of challan or relevant document should be submitted as part of the billing procedure.

The college will not entertain any complaint from the deployed workmen in regard to non-release of salary to them; it will be sole responsibility of the awardee contractor to handle the issue(s) without any hurdle in the service.

It will be sole responsibility of the awardee contractor to preserve the evidence and lodge the FIR, if needed in consultation of BHARATI COLLEGE, University of Delhi in case of any theft or misshaping within the campus.

OBLIGATION OF THE CONTRACTOR:

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

DISPUTE RESOLUTION

Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the competent authority.

The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

JURISDICTION OF COURT

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

1. Please specify as to whether Tenderer is sole proprietor/ Partnership firm. Name and Address and Telephone No. of Directors/partners should specified.
2. Copy of PAN card issued by Income Tax Department and Copy of Last three years Income Tax Return.
3. Copy of GST No. _____
4. Employee Provident Fund Account No. _____
5. ESI Number _____
6. Licence number under _____
Contract Labour (R&A) Act.
7. Details of Bid Security deposited:

(a) Amount :

(b) Date of issue:

Name of issuing authority:

6. Any other information:

7. Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder) Name and Address (with seal)

Annexure-II

**BHARATI COLLEGE
UNIVERSITY OF DELHI
C-4, JANAKPURI, NEW DELHI-110058**

Terms and Conditions:

1. The contractor shall seek instructions from the Principal Employer or any other officer authorised by him for the purpose, hereinafter referred to as Authorised Officer.
2. The contractor shall be fully responsible for the security/watch & ward services in the premises of the college as laid down in the Agreement.
3. Besides taking care of normal security, the other functions required to be performed are:
 - i) To man security/check posts located at the various gates and any other sensitive points specified by the Principal Employer.
 - ii) To check the material/property/public subscribers/any other outsiders going out of the Building through the procedure of the gate pass etc. as laid down by the college.
 - iii) To perform watch and ward functions including night patrol at the various points of deployment.
 - iv) To prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicles into the building.
4. The contractor shall compensate in full the loss sustained by the college on account of any theft, burglary and other kinds of intrusion in the building. The contractor shall also be fully responsible for any loss of materials and property etc. of the college attributable to the negligence or failure of the security personnel in complying with the prescribed procedure. The decision of the Principal Employer in this regard shall be binding on the contractor. The amount of loss to be compensated by the contractor shall be determined by the Principal Employer or on his behalf by his authorised nominee.
5. The contractor shall deploy Personnel up to the age of 50 years. If the performance of any of the security personnel deployed is found to be unsatisfactory, even though he be an ex-serviceman, he shall have to be withdrawn within 24 hours from the place of duty.
6. The rates agreed to for security personnel i.e. Security Guard are given in the Annexure-III. Bills shall be raised by the contractor in accordance with these rates. The number of the security personnel required can vary subject to requirements. A complete list of the security personnel engaged by the contractor for deployment in the college will be furnished by the contractor along with complete addresses and other antecedents.
7. The contractor shall submit a monthly duty chart of the security personnel to the Principal Employer, or any officer of the college authorised by him, prior to the commencement of the month.

8. The contractor shall not replace the security personnel at random. This shall be done with the prior knowledge of the Principal Employer and full particulars of the security personnel so deployed shall be given to the Principal Employer, or the officer authorised by him, as referred to above. In case any of the security staff is found to be posted without the previous knowledge of the Principal Employer or any authorised officer, the college shall not be liable to pay for such security personnel.
9. The contractor shall be liable to make alternate arrangements in case of the absence of the security personnel. No extra payment shall be payable on this account. The contractor shall man all the security check posts and other locations as specified in clause 3(i) above of these terms and conditions on all week days. No short leave or meal relief shall be permitted to the security personnel unless the contractor provides suitable substitute without any extra payment. The contractor has to keep sufficient number of leave reserves.
10. The contractor shall ensure that no security point is unmanned at any point of time. A register shall be maintained by the contractor at every gate where round the clock duty is performed, for the purpose of taking/making over the duty by the security personnel.
11. The contractor shall arrange to provide neat and smart dresses/uniforms to all the security personnel on duty and ensure good behavior with all the staff in the college as well as with the visitors to the college. The contractor shall provide, as part of the dress, appropriate woollens to the security personnel in the winter season. The security personnel shall not be permitted to wear any odd wrappers. The dress shall be of uniform colour and design.
12. The college shall not be liable to provide any residential accommodation to the security personnel. No cooking or lodging shall be allowed at the check posts and premises of the college.
13. The contractor shall ensure that the Gunmen deployed by him hold valid licenses for the use of fire arms. The legal implications for use of such arms shall rest with the contractor.
14. The contractor shall bear all the expenses incurred on the following:
 - i) Provision of torches and cells to the Security Guards/Gunmen on night patrol.
 - ii) Provision of Lathis/Ballams and other implements to the security personnel.
 - iii) Provision of arms and ammunitions to the Gunmen.
15. The college reserves the right to change the place of duty of any security personnel. It also has the right to ask for replacement if a particular security staff is not found to be carrying out the security functions satisfactorily.
16. All Security personnel shall abstain from taking part in any staff union and association activities.
17. The security staff shall be bound to observe all the instructions issued by the college concerning general discipline and behavior. In case any person employed by the contractor is inefficient, quarrelsome and infirm, or indulges in unlawful activity or the like, the contractor shall replace such person with a suitable substitute at the request of the college. The college

also has the right to check the various implements/torches etc. The contractor shall maintain these items to the satisfaction of the college.

18. The contractor shall comply with all the statutory provisions as laid down under the various Labour Laws/Acts/Rules like Minimum Wages, Employee Provident Fund, ESI, Delhi Shops and Establishment Act, Contract Labour Act and other Labour Laws/Acts in addition to the provision that the contractor shall comply with all legal requirements for obtaining licenses under the Contract Labour (R&A) Act, 1970 at his own cost. In case of violation of such statutory provisions under Labour Law by the contractor, there will not be any liability on the Principal Employer and the contract will be liable for termination.
19. The college shall not be responsible financially or otherwise for any untoward incident or any injury to the security personnel in the course of performing the security functions.
20. The Principal Employer has the absolute right to terminate the contract at any time without assigning any reason. The Principal Employer will also have the right to extend the contract at the same terms and conditions until such time as the new security agency takes over in case fresh tendering is required.
21. The contractor shall not be permitted to transfer his rights and obligations under the contract to any other organization or otherwise.
22. In case the contractor wants to terminate the contract, he shall have to give three months notice in advance to this effect. In case College wants to terminate the contract, it shall have to give one month's notice.
23. In case of breach of any of the terms of agreement, any amount payable to the contractor can be appropriated by the Principal Employer against any amount which the contractor may owe to the college.
24. The contractor will ensure that no unauthorized entry is permitted and the guards at the entry point should be able to categorize the legitimate visitors without causing any embarrassment to them. Strangers/visitors (pedestrians, scooterists, motor cyclists or motorists) shall be allowed only after entry has been made in the register at the entry gate. Entry of cycles and vehicles such as scooters, motor cycles and motors of strangers/visitors shall not be allowed in the premises. Entry of any vehicle should be restricted subject to the permission of the concerned Officer In- charge.
25. Duty hours of the security personnel will be as detailed below:
 - A. Duty Hours (For all Ranks)**
 - I. 1st shift – 6.00 hrs to 14.00 hrs.
 - II. 2nd shift – 14.00 hrs to 22.00 hrs.
 - III. 3rd shift – 22.00 hrs. to 6.00 hrs.
 - IV. On^e in General Shift – 8.00 a.m. to 4.00 p.m.
 - V. One in Night Shift – 8.00 p.m. to 4.00 a.m.

(Duty hour may, however be determined by the Pr. Employer as per his requirement).

B. Duties and Responsibilities of Security Staff

26. The Security Supervisor will be responsible for the overall security arrangement of the college covered in the contract.
27. He will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
28. He will be available mostly at the main gate. But during the course of his duty, he will take rounds of the entire campus. His whereabouts, while on rounds, should be known to the security guard at the main gate, as in case of need, he shall have to be available within 10 minutes at the main gate.
29. The Security Guard should ensure that entry of all vehicles entering the premises is made in the register. Entry of all outsiders should also be made in the register. No outsiders are allowed to enter the Building without proper entry in the register at the reception gate.
30. No items are allowed to be taken out without proper gate passes, issued by the competent officers as laid down in the contract or authorized by the Principal Employer for in/out movement of stores. Specimen signatures will be made available to security personnel posted along with office and residence Telephone Numbers of the above officers.
31. Security Staff can demand the identity cards of College officers and officials before allowing their entry.
32. Requirement of posting of Guards/Gunmen/Security Supervisors will be done and monitored personally by the college from time to time as per instructions called for and will be responsible for its optimum utilization.
33. The guard will also take rounds of the back sides of all the important sensitive points as specified by the college. Patrolling will be round the clock. The guard on duty from 6.00 hrs to 6.00 i.e. 24 hours will also take care of all the store(s) mentioned/lying within the college and the cycle stand, vehicle/car parking etc. run by the college.
34. Entry of street dogs and cattle etc. into the premises (covered under the contract) is to be prevented. Not a single dog or cattle head should be seen in the premises. It should be at once driven out.
35. The security guards on patrol duty should take care of all the water taps, valves and water hydrants installed in the open, throughout the premises and for horticulture purposes.
36. It should be ensured that flowers, plants, trees and grassy lawns are not damaged either by the staff, students or outsiders.
37. The security guards will also help the fire fighting staff in extinguishing the fire, if there is a fire or in case of any other natural calamities.
38. Any other provisions as advised by the Principal Employer shall be incorporated in the agreement. The same shall also be binding on the contractor.

FINANCIAL BID:

PRICE BID FOR SECURITY SERVICES (11 (8 for Office + 03 for Hostel SECURITY PERSONNEL))

| S.No. | Particulars | Rates | Amount |
|--------------|--|--------------|---------------|
| 1. | Basic (Minimum wages) (Minimum wages rate should be quoted as per Delhi Govt. Labour Department) for Unskilled Category). | | |
| 2. | Leave with wages | | |
| 3. | P.F. Encl. EDU & Admn. Charge over Edu | | |
| 4. | ESIC/WCP | | |
| 5. | Uniform Allowance | | |
| 6. | Bonus/Ex-gratia | | |
| 7 | Gratuity | | |
| 8 | Service Charges | | |
| 9 | Other Charges if any | | |
| 10 | GST on Basic wages | | |
| 11 | Total (Per Employee) | | |
| 12 | Grand Total | | |

- **All statutory payment should be included in the Financial Bid, failing which their financial bid will be rejected.
If, any vender will quoted Zero amount of Service Charges will be rejected.**

BHARATI COLLEGE
(UNIVERSITY OF DELHI)
C-4, JANAKPURI, NEW DELHI-110058.

FORM OF AGREEMENT
AGREEMENT FOR SECURITY CONTRACT

This agreement is made on this ____ day of ____ between the Governing Body of Bharati College (University of Delhi), C-4 Janakpuri, New Delhi-110058, through the Principal (hereinafter called as **Principal Employer**) and his/her successors/Assignees in office on the first part) and M/s (hereinafter called the **Contractor**), through its proprietor/Authorized representative which expression shall include his legal heirs/assignees/representatives on the other part. **It is clearly understood that the persons employed by the contractor shall not be deemed to be the employees of the Principal Employer and shall have no relationship of Employer/Employee or Master/Servant with the Principal Employer.**

Whereas the contractor has contracted with the Principal Employer acting in the premises for and on behalf of the Governing Body in respect of providing security (watch and ward) services in the premises of Bharati College and which will be as follows:

- a) To man points at the inner and outer periphery of the college or as assigned by the management of the college.
- b) To control crowds at various points.
- c) To prevent any unauthorized entry into the college.
- d) To prevent pilferage/theft of goods/property belonging to the college.
- e) To help in evacuation of persons in case of fire or any other natural calamity.
- f) To collect intelligence of subversive elements in the crowd.
- g) Any other work of similar nature assigned by the college.

This will be w.e.f. for a period of two year extendable up to 5 years as per the terms & conditions specified in **Annexure I and II and the rates as per Annexure-III**. But the said Principal Employer reserves the right to extend or reduce the period on the same rates, terms & conditions at any time without assigning any reason.

The college will deduct Income Tax at Source under Section 94-C of the Income Tax Act, 1961 and GST from the contractor @ 2% each of such sum, as income tax and GST on the income comprised therein or as per Government of India rules amended from time to time.

Now those present witness as under:

That the contractor shall provide **Eleven** Security Guards (two each in three shifts and one in general shift) and another in the night shift to provide security services to the college/Hostel.

The Principal Employer, in consideration of services rendered by him, shall pay to the contractor as per the rates indicated in Annexure-III as referred to above if the works contracted to be performed by them are **performed to the satisfaction of the said Principal Employer**. **The said contractor or their representatives shall also pay or cause to be paid to the Principal Employer his/her successors and assignees all losses, damages, costs and expenses which he or they have sustained, incurred or be put to in consequence of the default or failure, by the said contractor for lack of due performance of the contract or in the execution and completion of the said work or any part thereof.**

Principal Employer

Contractor

WITNESSES

WITNESSES

1. Name and Address

1. Name and Address

Annexure-III

Schedule of Rates

1. ***The rates approved by the office as per details given below are mutually agreed upon:***

Salary per Employee :

| | |
|---------------------------------------|----|
| Basic (Minimum wages) | Rs |
| Leave with wages | Rs |
| P.F. Encl.EDU & Admn. Charge over Edu | Rs |
| ESIC/WCP | Rs |
| Uniform Allowance | Rs |
| Bonus/Ex-gratia | Rs |
| Gratuity | Rs |
| Service Charges | Rs |
| Other Charges if any | Rs |
| GST on (i) Basic wages | Rs |

Total (Per Employee) Rs

Grand Total Rs

2. The wages will be quoted on monthly basis. These wages are linked with the minimum wages of **un-skilled** workers prescribed by Govt. of NCT of Delhi and hence will be revised as and when the Delhi Government revises their minimum wages.

Principal Employer

Contractor

WITNESSES

WITNESSES