

**Tender No- GGSIPU/SECURITY/2019-20/01-(02)**

**Notice Inviting Tender**

Guru Gobind Singh Indraprastha University invites sealed tenders under two-bid system (Technical and Financial) from eligible security agencies for providing round the clock security services in the University campus at Dwarka for [one] year through e-tendering.

Tender document along with terms and conditions can be downloaded from e-tender website: **[www.govtprocurement.delhi.gov.in](http://www.govtprocurement.delhi.gov.in)** or [www.ipu.ac.in](http://www.ipu.ac.in)

The Technical and Financial bid should be submitted on the e-tender website: **[www.govtprocurement.delhi.gov.in](http://www.govtprocurement.delhi.gov.in)**.

Original EMD (**EMD exempted for agencies registered under MSME Act. GOI**) and original solvency should be dropped in the tender box in the office of Assistant Registrar (Security), next to the main gate of GGSIP University, latest by 3:00 PM on 19/08/2019. The technical bids shall be opened at 3:30 PM same day in the presence of tenderers or their representatives, if any. Any conditional offers will not be accepted and summarily rejected.

Sd/-

**Registrar**

**Tendering Schedule and instructions for tenderers**

Name of work	Providing Security Services for Guru Gobind Singh Indraprastha University Campus at Dwarka.
Estimated Cost	Rs. 626 lacs
Earnest Money Deposited (EMD) (3% of estimated cost)	Rs. 18,78,000/- (Rs. Eighteen Lacs Seventy Eight Thousand only) is to be paid in the shape of FDR/BG of any Nationalized/scheduled bank or online in favour of Registrar, Guru Gobind Singh Indraprastha University and payable at New Delhi. In no case, cheque and / or cash will be accepted. "Micro and Small Enterprises are exempted from depositing EMD, on submission of attested copy of valid registration certificate as MSE from authority defined in the <i>MSME Act</i> ".
Last Date, time and venue of submission of EMD and Technical bids documents	The Technical & Financial Bid Should be submitted on the e-tender website: <a href="http://www.govtprocurement.delhi.gov.in">www.govtprocurement.delhi.gov.in</a> . Original EMD (exempted in case of agencies registered under MSME Act, GOI) and original solvency in a sealed envelope should be dropped in the tender box in the office of Assistant Registrar (Security), next to the main gate of Guru Gobind Singh Indraprastha University, Sector -16-C, Dwarka, New Delhi-110078.  Latest by 19.08.2019 upto 3:00 PM
Date and Time of Pre-Bid Meeting	09.08.2019, Time 3:00 PM, O/O AR (Security), Main Gate Of University Campus
Date, Time & Venue for Opening of Technical bid in presence of the authorized representatives of bidders, if any.	19.08.2019 at 3:30 PM in the office of Assistant Registrar (Security) at Dwarka Campus.
Date of opening of Financial bid	Financial bid of eligible bidders shall be opened on e-tender website: <a href="http://www.govtprocurement.delhi.gov.in">www.govtprocurement.delhi.gov.in</a> , the date and time will be announced later

## INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

### FORMING PART OF NIT

1. Information and instruction for contractors will be part of NIT
2. The Bid document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents.
3. After submission of the bid the bidder can resubmit revised bid any number of times but before the last date and time of submission of bid as notified.
4. While submitting the revised bid, bidder can revise the rate of one or more items any number of times (he need not re-enter rate of all the items) but before last date and time of submission of bid as notified.
5. When bids are invited in three stages system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
6. On opening date, the bidder can login and see the bid opening process.
7. Bidder can upload documents in the form of JPG format and PDF format
8. It is mandatory to upload scanned copies of all the documents as stipulated in the bid document. If such document is not uploaded, his bid will become invalid and shall be rejected.
9. If the bidder is found ineligible after opening of bid, his bid shall become invalid and shall be rejected.
10. Bidder must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink color and the moment rate is entered it turns sky blue.  
In addition of this while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as “0”. Therefore, if any cell is left blank and no rate is quoted by the bidder rate of such items shall be treated as “0” (Zero).
11. **Payment of Cost of Tender Documents:** The collection of cost of Tender documents is dispensed away with, as there is no physical supply of tender documents and also to have absolute anonymity of the bidder participating in e-procurement solution. The bidder can view/downloaded the tender documents, from the e-tender website: [www.govtprocurement.delhi.gov.in](http://www.govtprocurement.delhi.gov.in) or [www.ipu.ac.in](http://www.ipu.ac.in)
12. **Submission of Bid:** The bidders who are desirous of participating in e-procurement shall submit the price bid in the standard format prescribed in the tender document displayed at [www.govtprocurement.delhi.gov.in](http://www.govtprocurement.delhi.gov.in). The bidder shall upload the scanned copies of all the relevant certificate, documents etc. on the [www.govtprocurement.delhi.gov.in](http://www.govtprocurement.delhi.gov.in) in support of their price bid. The bidder shall sign on all the statement, documents, certificates uploaded by him, owning responsibility for their correctness/authenticity.
13. **Payment of Bid security(Earnest Money Deposit):** The EMD shall be in the form of FDR/Bank Guarantee **or online** of a scheduled bank issued in favor of Registrar, Guru Gobind Singh Indraprastha University, New Delhi have to be deposited. The Bid security

should remain valid for a period of 165 days (Bid validity period plus 45 days). Online EMD can be deposited in following account:

1.	Account Holder Name	Registrar, Guru Gobind Singh Indraprastha University
2.	Account No.	927860555
3.	IFSC Code	IDIB000G082
4.	Bank Name	INDIAN BANK
5.	Micr Code	110019071
6.	CBS Code/Branch Code	02029
7.	Branch Name & Address	GGSIPIU, Sector-16C, Dwarka, New Delhi – 110078
8.	E-Mail ID	<a href="mailto:accounts@ipu.ac.in">accounts@ipu.ac.in</a> & <a href="mailto:varun@ipu.ac.in">varun@ipu.ac.in</a>

Scanned copy of the FDR/Bank Guarantee is to be uploaded along with the bid and the original FDR/Bank Guarantee shall be sent to the office of Assistant Registrar (Security) so as to reach before date & time mentioned in NIT. Failure to furnish EMD before the date and time mentioned in NIT will entail rejection of Bids. Bank guarantee shall be in format attached as Annexure 'A'. **In case of online EMD, physical submission is not required.**

(Agencies registered under MICRO, SMALL AND MEDIUM ENTERPRISES ACT, (MSME), GOI, are exempted from submission of EMD, on submission of attested copy of valid registration certificate as MSE from the authority defined in the MSME Act. A scanned copy of the aforesaid valid certificate shall be required to be uploaded alongwith the bid.

14. **Price Bid Opening:** The price bids will be opened by the Assistant Registrar(Security) at the specified date and time and the result will be displayed on the website: [www.govtprocurement.delhi.gov.in](http://www.govtprocurement.delhi.gov.in) which can be seen by all the bidders who participated in the tenders.
15. **Processing of the Tender:** The concerned officer/officers will evaluate and process the tenders as done in the conventional tenders and will communicate the decision to the bidder online.
16. **Participation of Bidders at the time of Opening of the Bids:** Bidders have two options to participate in tendering process at the time of opening of bid:
  - i) Bidder can come to the place of opening of bids (electronically) as done in the conventional tender process.
  - ii) Bidder can see the process online
17. **Signing of agreement:** After the award of the contract, an agreement shall be signed as done in conventional tenders.

## **TERMS AND CONDITIONS**

### **1.0 Definitions**

For the purpose of the tender (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

- 1.1 **'The University / University'** shall mean the Guru Gobind Singh Indraprastha University established by the Govt. of NCT of Delhi vide Guru Gobind Singh Indraprastha University Act No.9 of 1998 and on whose behalf the Registrar or any officer authorized by the University shall execute and sign the correspondence and documentation.
- 1.2 **'Competent Authority'** shall mean the Vice Chancellor of Guru Gobind Singh Indraprastha University or his nominee.
- 1.3 **'Agency/Contractor'** shall mean a tenderer whose tender has been accepted by the University in writing.
- 1.4 **'The Tender'** shall mean the tender form (including earnest money deposit, the notice inviting tender, the terms & conditions), technical bid and financial bid.
- 1.5 **'Letter of Acceptance'** shall mean communication by the University to the tenderer to convey the acceptance of the offer.
- 1.6 **'Supervisor'** shall mean the full-time Security Supervisor employed by the Agency/contractor for carrying out the security services in Guru Gobind Singh Indraprastha University.
- 1.7 **'Personnel'** means, Security Guards, Armed Guards, Security Supervisor, Security Officer, Fire Fighting Staff / Supervisors and Lift Man (Rescue).
- 1.8 **'Dwarka Campus'** of the University shall mean the area (60.46 acres) including buildings, Play Grounds, open areas, Road and parking, corresponding to the address: Sector 16-C, Dwarka, New Delhi-110078 (**also see clause 3.18**).
- 1.9 **Similar work** means the work of providing Security Services in Government Department, State Government, PSU, Autonomous Body, University / Educational Institution, Bank, Hotel, Hospital, Private entity, at single location. In case of security services at multiple location of single organization (client), deployment of 60 Guards at single site (location) will also be considered as single location for the purpose of similar work.
- 1.10 **Tentative Estimated Cost:** The work is tentatively estimated to cost Rs. 626 Lacs annually.

## **2.0 Eligibility Criteria**

### **2.1 Initial Eligibility**

Bidder should fulfill following eligibility criteria to be eligible for technical bid evaluation:

- a) Should have satisfactorily completed following works in last five years ending last date of receipt of tender:

At least One similar work of completed value of Rs. 500.8 Lacs

OR

At least Two similar work of completed value of Rs. 313 Lacs each

OR

At least Three similar work of completed value of Rs. 250.4 Lacs each

“Similar work” means the work defined under clause 1.9

AND

Bidder should have completed at least one work of value of Rs.250.4 Lacs in University, College, and Education institution in last five years ending last date of receipt of tender.

Details to be furnished in **Annexure- C**.

Copy of Performance Certificate (**Annexure-E**) issued by officer not below rank of Executive Engineer or Equivalent should be attached. In case of experience of Private establishment, it should be supplemented with Form 26 A or TDS certificate.

- b) Should have minimum average annual turnover of Rs. 187.8 lacs (Rupees One Hundred Eighty Seven Lacs and Eighty Thousand Only) for the preceding three financial years (2016-17, 2017-18 and 2018-19).
- c) Should not have incurred loss in more than two years in the preceding five financial years i.e. ending 31<sup>st</sup> March 2019.

#### **Note**

1. Copy of Annual Turnover\* and Annual Account (Balance Sheet & Profit & Loss Account) to be submitted in **Annexure – I** duly certified by Chartered Accountant.

\*Turnover shall be exclusively for security services.

2. Should have solvency for minimum value of Rs.250.4 Lacs (Rupees Two Hundred Fifty Lacs and Forty Thousand Only) issued by a Scheduled bank. Original solvency issued for this work only by bank to be submitted by the bidder. The solvency certificate should be either addressed to Registrar, GGSIPU or should be sealed in an envelope addressed to Registrar, GGSIPU by the bank. The solvency certificate should be latest issued by the bank after the date of invitation of this tender.

- d. Should have at least 300 Security guards on rolls with minimum of 75 Security guards per day for any single contract to client at one location. Details to be provided as per **Annexure D.** (i.e. Copy of ECR of EPF and labour license to be submitted).
- e. The agency should not have been blacklisted and / or debarred by any of Government / State Government/ PSU/ University etc. from participating in tenders **either in their own organization or state or Union** as on last date of receipt of tender. Undertaking to this effect shall be attached as per **Annexure- F.**
- f. The bidder should not have any criminal case pending against its proprietor/ partners **as on last date of receipt of tender** or having been earlier convicted on grounds of offences involving economic offences or moral turpitude or for violation of laws in force. Undertaking to this effect shall be attached as per **Annexure –G.**
- g. Bidder should have Valid Registration no. of the Firm/company (attach attested copy of the Certificate).
- h. The agency /firm should possess a valid license granted by Controlling Authority, Home Department, GNCT of Delhi Private Security Agency Regulation Rules, 2009 (attach attested copy of the license).
- i. Bidder should have Valid PAN No. of the Company/firm (Attach attested copy of the PAN card).
- j. Bidder should have Valid Provident Fund Account No. (EPFO Registration) of the firm (attach attested copy of the certificate).
- k. Bidder should have Valid ESI Registration No. of the company/Firm (attach attested copy of the certificate).
- l. Bidder should have GST Registration no. (Attach attested copy of the certificate).
- m. Bidder should have ISO Certification (Attach attested copy of the certificate).
- n. The training facility should be recognized under Delhi Private Security Agencies (Regulation) Rules, 2009 (DPSAR, 2009). Bidder should have its own training institute/facility recognized under DPSAR, 2009 or tie-up with any other training institute, duly recognized under DPSAR, 2009 (attach attested copy of the valid certificate in either of the cases). In case of tie-up, MOU with any such recognized training institute to be attached. MOU should be accompanied by confirmation letter from the aforesaid training institute on their letter head signed by authorized signatory and their recognition letter under DPSAR, 2009.

**Note**

- i) Legal status of the company/ organization with legal proof along with copies of the original documents to be submitted (as per **Annexure-H**).
- ii) University reserves the right to inspect the training centre of the tenderer in terms of facility available.
- iii) The tenderer should submit the Integrity Pact & Integrity Agreement.

**2.2** Joint Ventures / Consortiums are not accepted.

**2.3** The scanned copies of documents to be uploaded by the bidder as Technical Bid are as under:

- i) Integrity pact and integrity agreement
- ii) Tender form as per Annexure 'A'
- iii) Letter of Transmittal as per Annexure 'B'
- iv) Similar Works as per Annexure 'C'
- v) Form 26AS or TDS Certificate and certificate of deployment of 60 Guards at single site, if required
- vi) Annual Turnover and Profit Loss Account
- vii) Certificate of Security Guards on roll Annexure 'D'
- viii) Performance Certificate as per Annexure 'E'
- ix) License of VHF/UHF or MOU (VHF/UHF license shall be required in case the firm operates beyond license free frequency as per government norms).
- x) Declaration as per Annexure 'F'
- xi) Declaration as per Annexure 'G'
- xii) Bidder Profile as per Annexure 'H'
- xiii) Registration of Firm
- xiv) Financial information as per Annexure 'I'
- xv) Valid license granted by Controlling Authority, Home Department, GNCT of Delhi Private Security Agency Regulation Rules, 2009
- xvi) PAN Registration
- xvii) EPF Registration
- xviii) ESI Registration
- xix) GST Registration
- xx) ISO Registration
- xxi) Legal status of Company
- xxii) Valid recognition certificate for running the training facility under Delhi Private Security Agency Regulation Rules, 2009. In case of tie-up, MOU with any such recognized training institute to be attached. MOU should be accompanied by confirmation letter from the aforesaid training institute signed by authorized signatory and their recognition letter under DPSAR, 2009.
- xxiii) Details of peak staff strength in last three years
- xxiv) Valid certificate issued under MSME Act for the purpose of claiming EMD exemption / **copy of EMD / copy of UTR for online transaction.**

Note: All the above documents countersigned by authorized signatory of the Agency, excluding EMD and Solvency, shall be submitted by the lowest bidder (L1) within 7 days of opening of Financial Bid.

#### 2.4 Technical Bid Evaluation:

The bids of only those bidders who qualify in the initial eligibility criteria shall be evaluated further as under on marking system:

S. No.	Category	Max. Overall Marks	Max. Sub Head Marks
1.	Turnover of the bidding Agency	15	15
2.	Solvency	5	5
3.	Availability of Human Resource	35	
	Available Strength of Staff		25
	Capacity of hire staff (Peak Strength in last 3 years)		10
4.	Past performance	35	
	Experience of Similar Projects		25
	Clients commendations		10
5.	Managerial Capacity	10	
	Training Facility available for Guards / Fire men / Lift men		5
	License for operation of VHF / UHF communication system for NCR, if required or proof of having walky talky under license free frequency band		3
	ISO Certification		2
	<b>Total</b>	<b>100</b>	<b>100</b>

Bidder should obtain minimum 60% marks in technical bid evaluation to be eligible for opening of financial bid. The details marking system is given at **Annexure – L**.

University reserves the right to restrict the numbers of bidders for opening of financial bid.

2.5 Even though any bidder may satisfy the above requirements, he/ she would be liable to disqualification if he/ she has:

- i. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
- ii. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

#### 3.0 Scope of the Work

The Agency shall provide security services through uniformed and trained personnel to the University as well as residents at the University campus, by deploying fail-safe Security measures, providing early warning and mobilizing trouble shooting elements. The items or

situations that have to be covered by security services of the agency are enumerated with important but non exhaustive list as below:

- 3.1 To man various gates and any other sensitive points specified by the University.
- 3.2 Security personnel deployed by the Agency shall check the material/property/public/casual workers entering and exiting the campus through the procedure of entry pass/gate pass, as laid down by the University.
- 3.3 To perform the Security service including night patrol in the various points of deployment.
- 3.4 Protection of property and personnel (faculty, officers staff, students, official visitors and residents) of the University against willful harm; the University meaning All Gates, Academic Areas, Activities Area, Hostels, Guest Houses, Play Grounds / Open spaces, Residential Houses, Community Centers, Commercial Centers and Hospital etc. all within the boundary of University Campus.
- 3.5 Protection of cash and documents, static or in transit or due to burglary (where loss is due to entry after breaking any entry lock/door/window/grill).
- 3.6 Regulate access control at gates, prevent misuse of University grounds and facilities by outsiders, neighboring villages/areas, preventing trespassing, unauthorized parking, unauthorized construction, squatting in the University Campus, and prevent vandalism, breaking of twigs / trees throwing of garbage / littering and ensuring cleanliness. Ensure proper & timely reporting of violations to supervisors.
- 3.7 Prevent loss that is on account of lapse in “access control measures” at Gates of the University.
- 3.8 To carryout lift rescue operations in the University Campus.
- 3.9 Undertake fire fighting operations with provided equipment and re-filling / replacement / maintenance of Fire extinguishers including spare parts, if any (also see Clause 6.11).
- 3.10 Regulate parking of vehicles in designated areas of the University and also regulate traffic movement at the entry/ exit gates within the campus and ensure traffic rules are followed.
- 3.11 Adhere to the Standard Operating Procedures (SOPs) given by the Competent Authority which may be modified from time to time by the Competent Authority.
- 3.12 The Agency should be able to provide extra security guards at one day’s notice.
- 3.13 The Agency will carry out ‘on the job’ training of Guards at the time of induction and ensure Refresher Training during the period of the contract every 03 months.
- 3.14 The Agency will also carry out regular Mock fire drills, Mock lift rescue operations and Mock Security exercise to train staff, students, faculty and residents at least once every two months.

- 3.15 Prevent defacing/ damage to University property buildings etc. (prevent Graffiti/ poster pasting etc.)
- 3.16 Prevent entry of animals into the campus and chasing of dogs from the University Campus. Liaison with Police/ Fire/ MCD and Civil Government Departments.
- 3.17 Switch off lights of common area, sports fields etc. when not in use and report leakage of water taps etc.
- 3.18 Carry out safety and any other job assigned by the Vice Chancellor or his nominee in the interest of Security of University. Further, any un-foreseen situation/exigency in future may necessitate deployment of additional security personnel for the Surajmal vihar Campus of the University ; payment of which shall be made on the terms and conditions of the tender applicable in respect to Dwarka Campus.
- 3.19 Provide additional security staff and measures as and when required for students' festivals, VVIP/ VIP visits, University functions inside the University Campus.
- 3.20 Conduct security audits/ surveys/ investigations/ consultancies as per requirements free of cost.
- 3.21 Patrolling of the campus during day and night by deployment of one motorcycle in each shift including fuel maintenance etc. Agency to ensure patrolling every two hours. Nothing extra shall be payable on this account.
- 3.22 Should have experience in handling of Access Control System, CCTVs & Recorders, Computers, Communication & Wireless Surveillance System & Electronic Gadgets.

#### **4.0 Submission of Tender**

- 4.1 There shall be pre-bid conference, which is proposed to be held in the O/o Assistant Registrar, Security, Guru Gobind Singh Indraprastha University, Sector 16-C, Dwarka, New Delhi, at 3:00 PM on 9.08.2019 for intending applicants in which any of their doubts shall be clarified besides discussion on any other related issue proposed by the prospective bidders.
- 4.2 The tenderer should upload their bids on the e-tender website: [www.govtprocurement.delhi.gov.in](http://www.govtprocurement.delhi.gov.in). Original EMD (not applicable in case of firms claiming EMD exemption under MSME Act and firms submitting online EMD) and original solvency certificate should be submitted in the office of Assistant Registrar (Security), next to the main gate of GGSIP University, sector 16/c, Dwarka, New Delhi-110078, in a sealed envelope super scribed as "TENDER FOR PROVIDING SECURITY SERVICES AT DWARKA CAMPUS". The packet should be wax scaled and addressed to the Assistant Registrar (Security), Sector 16/c, Dwarka, New Delhi-110078.

Tender without EMD or scanned copy of valid certificate issued under MSME Act for the purpose of claiming EMD exemption by the bidders, as the case may be, shall not be considered for evaluation and shall be summarily rejected.

## 5.0 Financial Bid

5.1 The tenderer should quote the amount tendered in financial bid in the format attached as **Annexure 'J'** and it should be uploaded on e-tender website: [www.govtprocurement.delhi.gov.in](http://www.govtprocurement.delhi.gov.in) .

### 5.2 Opening of Financial bid and evaluation:

After the Technical evaluation of the bids, the firms / Agencies who has secured equal and more than 60% in Technical evaluation shall be eligible for opening financial bid.

The University will open the 'Financial Bids' of technically qualified bidders, on e-tender website, at notified time, date and place in the presence of the qualified bidders or their representatives, if any.

#### 5.2.1 Rejection of Tender

- a. The tenders not accompanied with Earnest Money Deposit or valid certificate issued under MSME Act for the purpose EMD exemption shall be summarily rejected.
- b. Agency quoting 0% service charges shall be summarily rejected.
- c. The entire column and rows in the tender form (including tender form and Financial Bid) should be filled up. Tender incomplete by any mean may be rejected without assigning any reason.
- d. The Registrar of the University may reject any or all tender(s) without assigning any reason.
- e. If the bidder proposes any alternation in or additions to the prescribed form of tender or decline to carry out any work of the tender document; or any conditions mentioned, etc., his tender is liable to be rejected.
- f. The bidders are advised to ensure that all the documents submitted in support of their eligibility are legible. Not being so; may eventually lead to rejection of the tender. No correspondence in this matter shall be entertained.

**5.2.2 Selection Criteria**

1. The tender will be awarded to that firm who had quoted lowest amount of Services Charges. In case two or more firms quote the same rates of services charges, successful bidder will be selected as per the following criteria:-
  - i. Who had the highest average turnover for the last three financial years (i.e. 2016-17, 2017-18 and 2018-19).
  - ii. In case two or more firms had quoted the same service charges and happens to have the same average annual turnover, firm which has more turnover during the year 2018-19 will be selected for award of the tender.
2. The decision of the Registrar, Guru Gobind Singh Indraprastha University, Dwarka shall be final and binding on all the bidders.

**6.0 Payment of Wages etc.**

- 6.1 The University will provide the Basic Salary in conformity with the latest minimum wages notified by Labour Department, Govt. of NCT of Delhi from time to time. Presently the following are the rate of Wages notified by the Government.

Particulars	Security Guard	Gun man / Security Supervisor / Fire man / Lift Man	Security Officer (Per month)
	Semi Skilled	Skilled	Graduate & above or equivalent
Wages (in Rs.) for per day	592	652	18462

- 6.2 GST will be payable / reimbursable by the University as applicable.
- 6.3 ESIC @ 4.75% or the rates as applicable from time to time will be reimbursed by the University on production of challan towards deposit of the requisite amount to the concerned office / in the Bank in respect to the services provided to the University.
- 6.4 EPF @ 13.15% or the rates as applicable from time to time will be reimbursed by the University on production of challan towards deposit of Provident Fund to the concerned office / in the bank in respect to the services provided to the University.
- 6.5 Paid Holiday 1.5 per month and 3 national closed holidays @ 5.77% or the rates as applicable from time to time will be reimbursed by the University on production of challan towards payment to the concerned officials in respect to the services provided to the University.

- 6.6. As per Minimum Wages Act, bonus is not applicable to the educational institutions. Therefore the University will not pay any bonus.
- 6.7. These wages are minimum wages for different categories of Security Personnel. Any payment made by the Agency over and above these minimum wages owing to market factors deemed to be included in the service charges quoted by the Agency in the Financial Bid. Nothing extra shall be paid on this account.
- 6.8. The payment to the Security Personnel shall be under Electronic Fund Transfer / as per Govt. directives from time to time by the Contactor.
- 6.9. Rates of the security personnel shall be revised as and when minimum wage rates and other applicable allowances are revised by Government. This shall be applicable from the date revised wages become applicable as per Govt./ Guru Gobind Singh Indraprastha University notification.
- 6.10. The University shall pay weekly off relieving charges to the security personnel deployed on those days.
- 6.11. Agency to quote service charges which shall be paid in addition to the details mentioned in para 6.1.- 6.10 and shall include all expenses towards overhead, uniform, identity card, motorcycle, communication System, re-filling / replacement / maintenance of Fire extinguishers including spare parts, if any (assessment of work to be made on “as is where is” basis, quantity/location/type of fire extinguishers have been indicated at “**Annexure- M**” for ready reference) or any other service / equipment / item defined in this document including profit and all incidental expenses related to this work. The service charge shall be calculated on the basic wages as defined in 6.1 and shall not include all reimbursable.

## **7.0 Tentative requirement of Security Personnel**

The tentative requirement of the security personnel for the University at present works out to about 184 comprising 163 Security guards, 06 gunman, 05 lift man(rescue), 12 fire man, 03 security supervisors, 01 Security officer.

Out of above:

- (i) 75% of security guards / fireman are required to be met from the age group between 21- 40 only, in respect of non-ex-servicemen.
- (ii) At least 10 Security Guards deployed at any instance (per shift) should be well trained for lift rescue operations so as to carry out lift rescue operations.
- (iii) At least, 10 security guards deployed at any instance (per shift) should be well trained to operate the central control room for fire fighting and lift rescue / communication.

These security guards should be able to operate the various equipments like electronic / Security installed in control room and act as control room operator for fire fighting and lift rescue operations, CCTV operations etc.

The location-wise deployment will be provided by the University as per its requirement from time to time. The requirement can be increased or decreased at the sole discretion of the University.

**8.0 Liability of Security Agency**

- 8.1 The Agency shall compensate in full the loss sustained by the University from time to time on account of any theft, burglary and tampering with the locks of the premises. The amount of loss to be compensated shall be determined by the University and the same shall be binding on the Agency. In addition to this, Agency shall also be liable to pay a penalty, in each case, for theft in the Campus (see clause 18).
- 8.2 The agency shall also be fully responsible for any loss of office equipment, Fixtures and Articles installed on the campus. All losses suffered by the University on this accounts shall be compensated in full by the Agency. The Agency can suggest any practical proposal to have an effective vigilance/surveillance to check pilferage. They will be considered on merit by the University and acceded to if deemed fit. The decision of University shall be binding on the Agency.
- 8.3 The agency shall be required to update / maintain the validity of all the applicable certificates / statutory clearances, during the currency of the contract.
- 8.4 The various category of security personnel shall be as under:
- i. 50% of the security personnel amongst the security guards shall be Ex-Servicemen/Ex-Para Military Forces Personnel.
  - ii. The Security Officer/Supervisors/ Gunman should be Ex-Servicemen/Ex-Para Military Forces Personnel aged below 55 years having minimum ten years of experience to handle security arrangement. Security Supervisor should be able to supervise fire fighting operations and lift rescue operations.
  - iii. The personnel deployed must be medically fit for the job and free from any contagious disease.

**Educational Qualification & Experience for Security Guards:**

	Ex-Servicemen	Others
Age	Minimum 33 years Maximum 55 years	Minimum 21 years Maximum 50 years <b>[also see clause-7(i)]</b>
Height	5'6"	5' 6" (5'4" for lady guards)
Educational Qualification	Matric /10 <sup>th</sup> pass	Matric/10 <sup>th</sup> pass
Experience	Minimum 15 years	Minimum three years

iv. Educational Qualification & Experience for Others Security Personnel's:

	Security Officer	Security Supervisor	Fire Man	Gun Man	Lift Man(rescue)
Age	Minimum 33 years Maximum 55 years	Minimum 33 years Maximum 55 years	Minimum 21 years Maximum 50 years [also see clause-7(i)]	Minimum 21 years Maximum 50 years	Minimum 21 years Maximum 50 years
Height	5'6"	5'6"	5' 6"	5' 6"	5' 6"
Educational Qualification	Graduate or Ex-Service Man	12 <sup>th</sup> or Ex-Service Man	Matric/10 <sup>th</sup> pass with 06 Months Certificate	Matric/ 10 <sup>th</sup> pass with Gun License	Matric/ 10 <sup>th</sup> pass
Experience	Minimum Eight years	Minimum five years	Minimum three years	Minimum three years	Minimum five years in Lift Rescue Operation

- 8.5 A complete list of the Security personnel to be engaged by the Agency for deployment at the campus, shall be furnished by the Agency along with complete address and other antecedents after acceptance of tender. The agency should deploy only those personnel whose antecedents have been verified by the Delhi Police. The agency should submit an indemnity bond in support of having Police verification for all deployed personnel to the University and the agency will be solely responsible to the deployed personnel to the University.
- 8.6 The agency shall have to submit the weekly duty chart prior to the commencement of the week and the daily attendance sheet of all the security personnel deployed to the University or Authorized officer of the University, failure to do so will result in non-payment for the day/days for which the duty chart/attendance sheet is not furnished.
- 8.7 The Agency shall not replace the Security personnel at random. This shall be done with the prior approval of the officer in charge of the Security in the University and full particulars of the Security personnel shall be given to officer in charge. In case any of the security personnel is found to be posted without the previous knowledge of the University, then the University shall not be liable to pay for such security personnel deployed, besides, the agency will have to withdraw the said security personnel(s) immediately.
- 8.8 If any security personnel deployed / deputed by the security agency does not report at the University Campuses, the agency will depute / deploy alternate security personnel and no payment shall be made by the University in this regard, The agency shall man all the Security points /posts and other locations as specified by University on all days of the week. No short leave or meal relief shall be permitted to the security personnel unless the Agency provides suitable substitute without any extra payment. The agency has to keep sufficient number of

- leave reserve. The security agency shall arrange the meal relief of the security guards in such manner that post/guard hour/deployment area remains attended always.
- 8.9 The agency shall ensure that at no time, any security point is left unmanned. A register shall be maintained by the Agency at every gate / point where round the clock duty is performed.
- 8.10 The University will arrange to provide lock/seal for stores, godowns and offices etc. to the satisfactions of the Agency, wherever possible.
- 8.11 The University will be authorized to fix timing of the various duty shifts, including extension in duty hours where required. A single duty shift will have normal duration of eight hours.
- 8.12 The Agency shall arrange Uniform for all on duty security personnel smartly and neatly on Security Forces pattern according to season i.e. summer uniform during summer and winter uniform during winter and a badge bearing his name and designation. The dress shall be of uniform colour and design.
- 8.13 The agency shall provide Fire uniform / equipment such as Gumboot, Helmet, Gloves, Extension Ladder, Rope, Safety belt, tool kits & other related equipments etc for the fire safety in the campus.
- 8.14 The agency has to also ensure good behavior of security personnel with officials of University and visitors to the University.
- 8.15 The agency shall ensure that the Security Personnel always abstains from taking part in any staff union and associations activities.
- 8.16 The Agency will ensure that unauthorized entry is not permitted and the Security personnel at the entry points will be able to recognize the legitimate visitors without causing unnecessary embarrassment to the visitors.
- 8.17 The Security personnel should ensure that the entry of visitors (Pedestrians, Scooterist, Motor Cyclist or Motorist) be allowed only after recording identity details as may be necessary in the register at the entrance to check entry of any vehicles should be regulated as per the directions of the officer concerned, of the University.
- 8.18 The Agency must provide hand held metal detector (at least 02), hand held search lights (at least 05) and portable radios / Walky –Talky (at least 12 sets). The portable radios / Walky –Talky and similar / such instruments should be under license issued as per the rules / provisions of Indian Telegraph Act & Rules / Indian Wireless Telegraph Act Rules, if required.
- 8.19 If any security personnel is found absent from the place of duty, the University will deduct double of the amount which is payable for the duty.
- 8.20 The quality and disciplines of the Security personnel should be ensured regularly (daily, weekly, fortnightly or monthly). Daily reports will be prepared by the Agency and the same

should be submitted to the University. Appropriate records in reference to above shall be maintained by the Agency at its own cost.

- 8.21 The University will provide no stationary and other allied items for the maintenance of Records.
- 8.22 As and when the University requires additional security personnel on temporary or emergency basis, the agency will depute such security personnel under the same terms and conditions.
- 8.23 The agency shall also provide following items/articles at its own cost :-
- a. Torches and cells to the security personnel on night duty.
  - b. Duty charts at specified locations for inspection
  - c. Raincoats to their security personnel for rainy season
  - d. Stationary & allied items for the keeping of records.
  - e. Uniform for the personnel on Duty
  - f. Bent Rod (Lathi) to guards
  - g. Unique ID Card issue by the security agency to every security personnel.
  - h. Bio-metric machine with software duly approved by the University.
- Maintenance/upkeep of above items/articles to be ensured by the security agency. Nothing extra shall be paid by the University on this accounts.
- 8.23 The agency will ensure the presence of its entire personnel in their full strength on all working days, and reduce numbers on such other days as may be required and notified from time to time. If personnel of the Agency are on leave/absent, the Agency will be duty bound to provide alternate arrangements with equally trained and qualified personnel without fail. No personnel shall make himself unavailable without alternative arrangements having been made and due notice given to University.
- 8.24 Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
- 8.25 Security personnel shall be hired by the security agency. Security agency shall have full control and supervision on the acts of its security personnel including their employment. Agency shall indemnify the University regarding any claim of the personnel w.r.t. employment or anything else, whatsoever. University shall have no role in the employment of Security personnel.
- 9.0 Duty Hours (For all rank except Security Officer) on all the seven days of week**
1. First Shift 06:00 hrs to 14:00 hrs
  2. Second shift 14:00 hrs to 22:00 hrs
  3. Third shift 22:00 hrs to 06:00hrs
  4. General shift – 09:00 hrs to 18:00 hrs (with staggered Lunch Break with appropriate arrangement to be made by the agency)
  5. Duty timing shall be changed by the University as per requirement and necessity.

The personnel will have to report to the University's security office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the University.

**10.0 Duties and responsibilities of the Security Agency**

- 10.1 The agency will be responsible for overall Security arrangements of the University as per the scope of the tender document.
- 10.2 The Security Officer will ensure that all the instructions of the University are strictly followed and there is no lapse of any kind.
- 10.3 Requirement of posting of Security Personnel /Security Supervisors will be reviewed and monitored by the University from time to time.
- 10.4 Security personnel deployed in the premises on holiday and Sunday will be assessed as per actual requirement and the number of personnel will be suitably reduced/increased (if required).
- 10.5 The security personnel will also take round of all the important sensitive points regularly at the interval of one hour and the duty report will be prepared at the interval of every shift and submitted to the Security Incharge of the University.
- 10.6 The security personnel will be on duty for twenty four hours (round the clock in three shifts of eight hours each) as per deployment schedule and will take care of all the store(s), vehicle/car parking, substations, pump house, STP etc. in the campus.
- 10.7 The Security personnel are required to keep the keys of all the rooms of the respective wing, where they are deployed and open and close the same as & when required by the authorized officials.
- 10.8 The Security personnel deployed at the Entry and Exit Gates are required to open and close the gates, whenever an authorized car enter/exits through the gates.
- 10.9 It will be the duty of the Security personnel to open the locks to enable cleaning operations in the campus. They are also required to be present and vigilant in the campus during the entire work of the cleaning operations. Moreover, they will also open the premises as and when required for Civil & Electrical maintenance works by authorized officials on holidays. Authentic Records of all maintenance activity in the campus will be maintained, in consultation with the University, which should be made available for any later date investigation, if required.
- 10.10 The Security personnel shall carry out such other duties as are entrusted to them from time to time by the University.
- 10.11 Entry of street Dogs and cattle's etc. into the campus is to be prevented by the Security personnel.

- 10.12 The Security personnel on patrol duty should take care and immediately inform about the leakage in the water taps, valves and water hydrants installed in the open area and other parts of premises.
- 10.13 The Security personnel should ensure that flowers, plants, trees and grassy lawns are not damaged by the staff or students or by the outsiders.
- 10.14 The Security personnel will also help the fire fighting staff in extinguishing / controlling the fire, or meeting any exigency, if there is a fire or any other natural calamities at the site. The Security personnel deployed should be well trained and conversant with the fire fighting procedure and apparatus at the site. A certificate to the effect that the personnel deployed on site are conversant with Basic Fire Fighting Techniques and conversant with the Evacuation procedure of the campus, shall be furnished by the Agency within one month of commencement of providing service. In case of change in staff it will have to be resubmitted along with notification of change, well in advance.
- 10.15 The security personnel will be trained and conversant with the lift rescue operation and should also operate the lifts as may be required.
- 10.16 That the Security personnel shall be available all the time as per their duty roaster and they shall not leave their place of duty without the prior permission of the University, or they are duly relieved, even if it results in extended duty hours.

#### **11.0 Period of Tendered Work**

The tender will be awarded for initially One year which can be extended in the mode of 1+1+1(years). The extension of contract shall however be solely at the discretion of University, with the consent of the Agency, depending upon the review of services by the Competent Authority, at the same terms and conditions. The decision of Competent Authority shall be final & binding upon the security service provider.

#### **12.0 Payments of Bills**

- 12.1 The agency shall be required to disburse wages, to the security personnel, latest by 7<sup>th</sup> of every month and raise a detailed bill thereafter.
- 12.2 Payment against the said bill shall be released by the University with respect to wages in the first instance and on account of the remaining portion, i.e. EPF, ESI, GST deposits etc, subsequently.
- 12.3 Payment will be done by University within 30 Working days from the date of receipt of the bill. The bills shall be submitted in triplicate along with requisite document i.e. Attendance record through Bio-metric system installed and maintained by the security branch with programming/format duly approved by the University, duly verified on daily and shift basis by the officials deputed/designated by the Competent Authority of the University and detailed calculation of the bill in respect of each person deployed by the agency and any other

document/details specified by the University from time to time in compliance of clause 6. The disbursement of wages will be made by ECS (Electronic Clearance Services) / as per Govt. directives from time to time by the Contractor awarded the contract and a copy of the same shall be submitted by the Contractor to the office of Assistant Registrar(Security) for record and necessary action. The reimbursement of EPF, ESI deposits, shall be made by the University on production of relevant challan/paper submitted by the security agency.

- 12.4 Wherever any over payment comes to the notice of University the same shall be deducted by University from any sum due or which at any time thereafter may become due to the Agency under this tender/agreement/contract and failing that under any other tender/contract/agreement with University or from the Security deposit of the tenderer.
- 12.5 University reserves the right to carry out post payment audit and/or technical examination of the final bill including all supporting vouchers, abstract etc. University further reserves the right to enforce recovery of any overpayment whenever detected.
- 12.6 If as a result of such audit and technical examination, any overpayment is discovered in respect of any work done by the Agency or alleged to have been done by the Agency under the tender/agreement/contract, it shall be recovered by University from the Agency by any or all the methods prescribed above or through a Court of law as the situation warrants.
- 12.7 If any underpayment is discovered, the amount will be duly paid to the Agency by the University as and when pointed out and found justified.
- 12.8 University reserves the right to make payment of only such persons who actually worked during the period of bill.
- 12.9 Last payment of the agency will be cleared only after ascertaining clearance of any liability pending with the Agency.

**13.0 Notice of University**

Subject to as otherwise provided in this Tender, all notices to be given on behalf of University and all other actions to be taken on its behalf may be given or taken by the Registrar or any other official authorized by the University.

**14.0 Legal Liability and Responsibility of Agency**

- 14.1 It will be the responsibility of the Agency to get all the related clearances as applicable under the Indian Laws and complete the necessary formalities as required under relevant statutes, rules and regulations, including Private Security Agencies (Regulation) Act, 2005 (29 of 2005) and Delhi Private Security Agencies (Regulation) Rules, 2009.
- 14.2 The agency shall comply with all the statutory provisions as laid down under various Labour Laws/Act/Rules like Gratuity, Contract Labour (R&A) Act, Delhi Works Contract Act and other Labour Laws/Acts/Rules in force from time to time at its own cost (from within the rate

- quoted). In case of violation of such statutory provisions under Labour Laws and/or any other law applicable, by the Agency, there will not be any liability on part of University.
- 14.3 In every case in which by virtue of the provisions of the Works man's Compensation Act or any other Act, the University is obliged to pay compensation to such person employed by the agency in execution of the work, then the University will be entitled to recover from the Agency the amount of compensation so paid from the next bill of the agency. If the amount of compensation exceeds the bill, the same will be deducted from subsequent bills of the agency till full amount is recovered.
- 14.4 The agency has to maintain all the relevant records, register and documents as required by the Labour Department, Regional Provident Funds Commissioner and Employees State Insurance Corporation or other local bodies as per the existing rules and/or regulations as amended from time to time.
- 14.5 The agency shall indemnify to the University against any payments to be made under and for the observance of the above mentioned various laws and rules.
- 14.6 The Agency will be liable to provide the Security service within one week from the date of issue of letter of acceptance. Any delay in executing the work beyond this period shall attract penalty as defined under clause 20.2 and any other clause as applicable.
- 14.7 The contractor shall ensure that its personnel shall not at any time, without the consent of the University in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the University and shall not disclose any information about the affairs of University. This clause does not apply to the information, which becomes public knowledge.
- 14.8 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 University shall be entitled to terminate the contract forthwith and forfeit the contractor's Performance Guarantee.
- 14.9 In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out work of this contract and if a claim thereof is filed in the office of the Labour Authorities, and proof thereof is furnished to the satisfaction of the Labour Authorities, the University 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 University from the contractor.
- 14.10 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 University, such money shall be deemed to be payable by the contractor to the University within seven days. The University shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
- 14.11 The contractor shall not engage any sub contractor or transfer the contract to any other person in any manner.

14.12 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 University.

**15.0 The University shall not be under any obligation to:**

15.1 Provide any residential accommodation to the Security personnel employed by the Agency. No cooking or lodging shall be allowed in the University for the personnel engaged by the Agency.

15.2 Provide employment to any personnel of the Agency after expiry of tender/agreement/contract period and the University recognizes no employer-employee relationship between University and the personnel deployed by the Agency.

15.3 Bear any financial responsibility or otherwise for any injury to the security personnel in the course of performing the Security duties as per this tender.

**16.0 Termination of Tender**

16.1 If the agency at any time makes default in executing security services with due diligence and continue to do so, and / or the Agency commits defaults in complying with any of the terms and conditions of tender and does not re-modify it or does not take effective steps to remedy it, or fails to complete the work as per terms and conditions of the tender and does not complete them within the period specified in the notice given to him in writing or made itself liable for full penalty of 10% under clause 20.2, the University may without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to the Agency, cancel the tender/contract/agreement, after one month's notice. University on such cancellation shall have powers to carry out/execute the work through other agencies by any means at the risk and cost of the Agency.

16.2 The University reserves the right to terminate the contract without assigning any reason by giving to the tenderer one month's notice of its intention to do so and on the expiry of the said period of notice; the tender/contract/agreement shall come to an end.

16.3 If any information furnished by the tenderer is found to be incorrect at any time, the tender/contract/agreement is liable to be terminated and the security deposit will be forfeited by the University.

16.4 In case the Agency wants to terminate the contract/agreement, it shall have to give three month's notice in advance to this effect to the University.

**17.0 Arbitration**

Any disputes arising out of and in relation to this agreement shall be resolved through Arbitration in terms of Arbitration & Conciliation Act,1996. Any party may approach the Hon'ble Vice Chancellor in writing with copy to other party for appointment of Sole Arbitrator. The Hon'ble Vice Chancellor may appoint any person as Sole Arbitrator and refer

the dispute(s) for Arbitration. It shall be NO OBJECTION that Arbitrator is employee of the University. The decision of the Sole Arbitrator, so appointed shall be final and binding upon the parties.

**18.0 Other Condition of the Tender**

- 18.1 The tender form should be legibly filled in ink or typed.
- 18.2 Change in the name of the tenderer shall not be allowed under any circumstances.
- 18.3 Every paper of the tender should be signed by the authorized signatory of tenderer with seal of Agency/Firm/company. In case any person signing the tender/contract/agreement on behalf of Limited Company or Firm, he will produce letter of authority/resolution passed by the company/firm empowering him to sign the tender/agreement/contract on behalf of the company or firm.
- 18.4 No change in constitution/share holding of the successful tenderer will be done under any circumstances without the prior approval of the University in writing.
- 18.5 The University will deduct Income Tax at source as applicable from time to time.
- 18.6 The tender shall remain valid and open for acceptance for a period of 120 days from the last date of Submission of tender.
- 18.7 The Agency submitting the tender would be presumed to have considered and accepted all the terms and conditions of this tender. No enquiry, verbal or written, shall be entertained in respect of acceptance /rejection of the tender.
- 18.8 The Agency shall indemnify the University against all damages/charges and expenses for which the University is held liable or pays on account of the negligence of the Agency or its servants or any persons under its control, whether in respect of accident, injury to the person or damages to the property of any member of the public or any persons or in executing the work or otherwise and against all claims and demands thereof.
- 18.9 Any person who is in Government Service or an employee of the University should not be made a partner to the tender by the Agency directly or indirectly in any manner whatsoever.
- 18.10 The agency shall not transfer the tender to any other person in any manner. The Agency shall not be permitted to sub-contract the work to any other person/firm/agency.
- 18.11 Any other provisions as advised by the University shall be incorporated in the agreement to be executed by the Agency and the same shall be binding on the Agency.
- 18.12 That the successful tenderer shall take immediate steps to get a license under Contract Labour (R&A) Act, 1970 and Delhi Works Contract Act (Wherever applicable).

- 18.13 The security agency shall provide a non-judicial stamp paper of Rs. 100/- for preparing a contract / agreement. The successful tenderer shall enter into a contract/ agreement with the University as per the terms and conditions of the tender within one month from the issue of letter of acceptance or whenever called upon to do so by the University, whichever is earlier. No payment shall be released without signing of agreement.
- 18.14 The University reserves the right to cancel the tender/contract/agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work. In such eventuality University further reserves the right to get the work done from some other agencies and also shall cancel the tender/agreement/contract at one calendar month's notice. Agency will be black listed by the University for a period of four years from participating in such type of tender of the University and its earnest money/security deposit shall also be forfeited.
- 18.15 University shall be at liberty to direct and to require the Agency to remove from the work, any person employed by the Agency, who in the opinion of University misconducts himself or is incompetent or negligent in the proper performance of his/her duties or is infirm and invalid/or indulges in unlawful activity or the like and such person shall not be again employed on the work of the University without written permission of the University.
- 18.16 All the terms and conditions contained in this tender document will be a part and parcel of the agreement/contract to be executed by the Agency with the University including correspondence leading to award of work.
- 18.17 Canvassing in connection with the tender is strictly prohibited. Tender must be unconditional.
- 18.18 Tender not conforming to the requirement as per the terms and conditions is liable to be rejected and no correspondence shall be entertained whatsoever.
- 18.19 All the intending tenderers are advised to keep a photocopy of the tender documents with them for their future references. All the intending tenderers are further advised to visit the University (to see and to satisfy and understand the scope of work to be executed as per this tender), before participating in the Tender and filling the financial bid, because no subsequent request of the tenderer for additional payment/claim on any account will be entertained by the University under any circumstances.
- 18.20 For any clarification regarding the scope of work and /or any terms and conditions of tender the intending tenderer in person can seek clarification from the office of Assistant Registrar (Security) on any working day during office hours, with prior appointment, before last date of submission of tender. No representation, what so ever, will be entertained after the tenders have been opened and all the decisions taken by the University will be binding on the tenderer.
- 18.21 The Security personnel deployed by the Agency shall not consume liquor or any other intoxicant while on duty otherwise suitable penalty will be imposed as per rules.

- 18.22 The University shall have the right to ask for the removal of any person of the Agency, who is not found to be competent and orderly in the discharge of his duty. The University reserves the right to cancel the tender/contract/agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work. In such eventuality University further reserves the right to get the work done through other agencies. Watch and ward personnel shall be bound to observe all the instructions issued by the University concerning general discipline and behavior. In case any person employed by the agency is inefficient, quarrelsome, infirm and invalid or indulges in unlawful activity or the like, the agency shall replace such person with a suitable substitute at the request of the University.
- 18.23 All the documents pertaining to the Firm / Company submitted by the tenderer should bear the same name and address, as recorded in the Tender Form. In case of any variation, it should be specifically clarified, as to whether the changes have been duly notified to the respective Authority and proof of acceptance by the Authority must be attached with the respective document submitted by the tenderer.
- 18.24 Any act on the part of the tenderer to influence anybody in the University is liable for rejection of his tender.
- 18.25 The staff of the Contractor shall work under overall supervision and directions of Security Branch of Guru Gobind Singh Indraprastha University or as notified by University from time to time.
- 18.26 Each bidder shall submit only one tender either by himself. If a bidder or if any of the partners participate in more than one bid, the bids are liable to be rejected.
- 19.0 **Security Deposit**
- 19.1 The Earnest Money Deposit of the successful bidder shall be refunded on receipt of performance guarantee.
- 19.2 Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity or before the 30<sup>th</sup> day after the award of the contract, whichever is earlier.
- 19.3 The total Security deposit will be 10% of the total cost of work in the format attached for a total contract period of 01 year. The agency has to deposit the performance security within 15 days after acceptance of award letter in form of FDR pledged in favour of Registrar, Guru Gobind Singh Indraprastha University or irrevocable Bank Guarantee from any of the nationalized bank in the format attached (**as Annexure- K**).
- 19.4 No interest shall be paid by the University on Earnest Money or Security Deposit.
- 19.5 In case of non submission of Performance Security within specified time, the earnest money will be forfeited.
- 20.0 **Penalties (also see clause 3.18)**

- 20.1 In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of Rs.2000/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the University system immediately.
- 20.2 In case the contractor fails to commence/execute the work after expiry of time period in clause 14.6 as stipulated in the agreement, a penalty of 2.5% of the contract value per week beyond seven days shall be imposed subject to maximum of 10%, which shall be made good by forfeiture of security deposit @ 10% of contract amount or any other sum, payable to the agency, available with the University.
- 20.3 For non wearing of uniform and/or identity card Rs.2000/- per default.
- 20.4 For causing nuisance/damage to public property i.e. University's building at Dwarka – 3 times of the market value of such property or Rs. 10000/-, whichever is higher, per default.
- 20.5 For removal of any item(s) for which the agency is not authorized or theft– 3 times of the market value of such property or Rs. 10000/-, whichever is higher, per default.
- 20.6 For violation of any of the condition of the contract, Rs.10000/- per default.
- 20.7 In case the Security Guard is found absent from the duty and if no alternative arrangement is made by the Agency, then a penalty of Rs 1000/- per guard per duty will be imposed.
- 20.8 The mode of recovery will be as under: -

S.No	Amount of Loss	Mode of payment
1.	Upto Rs One Lakh	To be recovered directly from the Service Agency
2.	Above One Lakh & Upto 10 Lakhs	To be recovered from the Monthly Bill
3.	Beyond Rs 10 Lakhs	To be recovered by invoking Bank Guarantee/ FDR

## 21. Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. Which may prevent either party to discharge his obligations, 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 as its option terminate the contract.

**INTEGRITY PACT**

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub: NIT No. \_\_\_\_\_ for the work of providing security services round the clock in the University Campus at Dwarka.

Dear Sir,

It is here by declared that Guru Gobind Singh Indraprastha University is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Guru Gobind Singh Indraprastha University.

Yours faithfully

Registrar  
(Guru Gobind Singh Indraprastha University)

**INTEGRITY PACT**

To,

The Registrar,  
Guru Gobind Singh Indraprastha University  
Sector- 16C, Dwarka  
New Delhi- 110078

Sub: Submission of Tender for the work of providing security services round the clock in the University Campus at Dwarka.

Dear Sir,

I/We acknowledge that Guru Gobind Singh Indraprastha University is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Guru Gobind Singh Indraprastha University. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Guru Gobind Singh Indraprastha University shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours Faithfully

(Duly authorized signatory of the Bidder)  
**INTEGRITY PACT**

## **INTEGRITY AGREEMENT**

THIS Integrity Agreement is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

### **BETWEEN**

Guru Gobind Singh Indraprastha University represented through Registrar, (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

### **AND**

through \_\_\_\_\_ (Hereinafter referred as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

### **Preamble**

WHEREAS the Principal/Owner has floated the Tender (NIT No. \_\_\_\_\_) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for Providing Security services round the clock in the Guru Gobind Singh Indraprastha University Campus at Dwarka hereinafter referred to as the "Contract".

And WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement(hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants in this pact, the parties hereby agree as follows and this pact witnesses as under:

### **Article 1: Commitment of the Principal/Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the 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/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in 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/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Bidder(s)/Contractor(s)**

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/University all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The bidder(s)/Contractor(s) commits 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/Owner's employees involved in the Tender process or 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 Bidder(s) 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 cartelize 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 the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans,

technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made or is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
  - 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of other and/or to influence the procurement process to the detriment of the Government interests.**
  - 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach or this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the

Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

- 2) **Forfeiture of EMD/Performance Bank Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1) the principal/owner apart from exercising any legal right that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Bank Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

- 1) The bidder declares that no previous transgressions occurred in the last 5 year with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises 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 for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: 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. The Bidder/Contractor shall be responsible for any violation (s) of the principles laid down in this agreement/Pact by any of its Sub-contractor/Sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

**Article 6: Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, Guru Gobind Singh Indraprastha University.

**Article 7: Other Provisions**

- 1) This pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 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 an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact or any action taken by the Owner/Principal in accordance with this **Integrity agreement /pact interpretation thereof shall not be subject to arbitration.**

**Article 8: Legal and Prior Rights**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

\_\_\_\_\_  
(For and on behalf of Principal/Owner)

\_\_\_\_\_  
(For and on behalf of Bidder/Contractor)

WITNESSES:

1. \_\_\_\_\_
2. \_\_\_\_\_

Place:

Dated:

**Annexure - A**

To,

GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY,  
SECTOR 16-C, DWARKA, NEW DELHI – 110 078

Affix duly  
attested P.P. size  
photograph of the  
tenderer/-  
authorized  
signatory

**Tender form for providing Security Services at Guru Gobind Singh Indraprastha University  
Campus at Dwarka**

<b>Sl. No.</b>	<b>Particulars of Service Provider</b>	<b>Details</b>
1	Name of the tenderer (in block letters)	
2	Status of the Agency whether public Ltd./ Pvt Ltd./Partnership Firm/Proprietorship Firm	
3	Registration Number and Year of Establishment of Firm / Company, as per PSARA, 2005	
4	Valid License detail under Delhi Private Security Agencies (Regulation) Rules, 2009	
5	Name and Designation of the authorized signatory of the tenderer	
6	Name of Father/Husband of the authorized signatory of the tenderer	
7	Full Residential address of the authorized Signatory	
8	Tenderer's Registered office address	
9	Tenderers address for correspondence:	
10	Details of Earnest money / valid certificate under MSME Act for the purpose of claiming EMD exemption	
11	Bank Guarantee/ FDR	
i	Dated	
ii	Bank	
iii	Amount ( Rs. In words)	

iv	Due Date of Bank Guarantee/ FDR	
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I/We the undersigned being the tenderer as mentioned above, hereby apply to the University for **providing Security Services at Guru Gobind Singh Indraprastha University Campus at Dwarka** as described above in accordance with the terms and conditions of the tender. I/We have read and understood the terms and conditions of the tender and hereby unequivocally accept the same.

The terms and conditions of the tender and the Notice Inviting Tender are also signed and being submitted with the tender Form

(Signature of the Authorized Signatory)  
with Name and Seal)

Place:.....

Date:.....

- Any correction in the application form should be fully signed by the authorized signatory of the tenderer.
- All pages of the tender application form should be fully signed by the authorized signatory of the tenderer.
- Strikeout item whichever is not applicable

**LETTER OF TRANSMITTAL**

From:

\_\_\_\_\_  
\_\_\_\_\_

To

**The Registrar**  
Guru Gobind Singh Indraprastha University  
Sector 16-C, Dwarka  
New Delhi - 110078

**Sub: Submission of Tender for Providing Security Services for Guru Gobind Singh Indraprastha University Campus at Dwarka.**

Having examined the details given in Tender document for the above work, I/we hereby submit the relevant information.

1. I/We hereby certify that all the statement made and information supplied in the enclosed Annexures / Forms accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. **I/We submit the requisite Affidavit / certificate and authorize the Registrar, Guru Gobind Singh Indraprastha University to approach Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize the Guru Gobind Singh Indraprastha University to approach individuals, employers, firms and corporation to verify our competence and general reputation.**

Signature(s) of Bidder(s) with seal

**Annexure -C**

(This should be mentioned on the letter head of the agency)

**Details of Similar Works**

Name of Work	period of Contract	Starting Date	Completion Date	Name of Client and Address	Contact person with designation and telephone number (Performance certificate issuing authority)	Financial component (Value of work)	No of Security personnel deployed category wise per shift	
							Per Shift	Per Day

**Details of Similar Works in Education Institutions / Universities**

S.No	Name of University/ Institute and Address	Contact Person	Value of the Contract	Completed Value	Date of Completion of services	No of security Personnel provided		Remarks (if any)
						Per Shift	Per Day	

**Annexure -D**

(This should be mentioned on the letter head of the agency)

**Details of Security Guards**

<b>Details</b>	<b>Nos</b>
<b>Total Nos of Security Guards on roll</b>	

**Nos of Security guards at one location**

<b>Name of Work</b>	<b>Client</b>	<b>Address of Client</b>	<b>Contact Person with Designation and Contact No.</b>	<b>No of Guards per day</b>

Note:

1. Copy of EPF /ESIC challan indicating no of Guard on roll to be submitted.
2. Certificate from client regarding deployment of Guards per day to be submitted.
3. Copy of labour license to certify deployment at single location.

**Annexure -E**

[Letter Head of the Organization]

**PERFORMANCE CERTIFICATE**

1. Name of work/ Project & Location :
2. Name of Client and Address with  
Contact details :
3. Agreement No./ Work Order No. :
4. Value of work as per  
work order/Award : Rs.
5. Total value of actual work done : Rs.
7. Date of start :
8. Date of completion :
9. Performance Report (Outstanding/  
Very Good/Good/Satisfactory) :

(Signature & Stamp of Director/Registrar/Admin. Officer/Ex. Engineer or Equivalent)  
with Phone No./ Mob. No. & E-mail address

Dated :

(Stamp & Signature of Bidder)

Note :

1. This Annexure should be submitted separately for each work completed by the Bidder and the works indicated in **Annexure-C**.
2. This ANNEXURE shall be signed & stamped by the Bidder's Client not below the rank of Manager/Asst. Registrar/Admn. Officer or equivalent.
3. The Name, Address, Contact details (Mobile, Fax, E-mail, and Landline Phones) of Client should be indicated to facilitate confirmation of work.

**Annexure-F**

**DECLARATION REGARDING BLACKLISTING AND/ OR DEBARRING FOR TAKING PART IN TENDER.**

(To be executed & attested by Public Notary / Executive Magistrate on Rs.10/- non judicial Stamp paper by the Tenderer)

I / We \_\_\_\_\_ (Tenderer) hereby declare that the firm / agency namely M/s. \_\_\_\_\_ is not blacklisted and/ or debarred by Union / State Government or Union/state Government organizations from taking part in Government tenders either in their own organization or state or Union, as on last date of receipt of tender.

In case the above information found false, I / we are fully aware that the tender/ contract will be rejected / cancelled by the University, and EMD (Earnest Money Deposit)/ SD (Security Deposit) shall be forfeited.

In addition to the above, the University will not be responsible to pay the bills for any completed /partially completed work.

DEPONENT

Attested:

(Public Notary / Executive Magistrate) with Date

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**Annexure G**

**DECLARATION REGARDING NON PENDING CRIMINAL CASE FOR TAKING PART IN TENDER.**

(To be executed & attested by Public Notary / Executive Magistrate on Rs.10/- non judicial Stamp paper by the Tenderer)

I / We \_\_\_\_\_ (Tenderer) hereby declare that the firm / agency namely M/s. \_\_\_\_\_ has no criminal case pending against Partners / Proprietor / Others as on last date of receipt of tender.

AND

I / We \_\_\_\_\_ (Tenderer) hereby further declare that the Firm / agency namely M/s. \_\_\_\_\_ has not been convicted on grounds of offences involving economic offences or moral turpitude or for violation of laws in force.

In case the above information found false, I / we are fully aware that the tender/ contract will be rejected / cancelled by the University, and EMD (Earnest Money Deposit)/ SD (Security Deposit) shall be forfeited.

In addition to the above, the University will not be responsible to pay the bills for any completed /partially completed work.

DEPONENT

Attested:

(Public Notary / Executive Magistrate) with Date

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**Annexure -H**

**(A) BIDDER PROFILE**

1. Name and Address of the bidder
2. Telephone no. / Fax no.
3. Legal status of the bidder (attach copies of original documents defining the legal status)
  - An individual
  - A Proprietary Firm
  - A Firm in partnership
  - A limited Company or Corporation
4. Particulars of registration with various Government Bodies
5. Year of existence in the field
6. Location of Registered Office
7. Location of Training Centre

Signature of Bidder(S) with seal

**Annexure -I**

**FINANCIAL INFORMATION**

- 1) **Financial Analysis** - Details to be furnished duly supported by figures in balance sheet / profit and loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

<b>Item</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>Average</b>
Gross Annual turnover* on works				
Profit / Loss				

**\*Turnover shall be exclusively for security services**

- 2) Proposed Financial arrangements for carrying out the proposed work.

Signature of Chartered Accountant with seal

Signature of Bidder(s) with seal

**Annexure - J**

To, {To be given on the letter head of the company / firm}

The Registrar  
Guru Gobind Singh Indraprastha University  
Sector 16-C, Dwarka  
New Delhi – 110078

**Sub: Financial Bid in respect of providing round the clock security services in the University campus at Dwarka.**

Dear Sir,

In response to the above work, I on behalf of \_\_\_\_\_(name of firm) hereby quoted the Agency overhead and service charges as under:

Agency Services Charges in % \_\_\_\_\_

Note: Agency to quote considering various terms and conditions of this document.

Signature of the authorized signatory of the Tenderer  
With Seal of the Firm

### Checklist

1. Duly complete Tender Form (**Annexure - A**)
2. Earnest Money Deposit (demand Draft of Rs. 18,78,000/- (Rupees Eighteen Lacs Seventy Eight Thousand Only) in favour of Registrar, Guru Gobind Singh Indraprastha University, Dwarka, New Delhi-110078
3. Letter of Transmittal (**Annexure – B**)
4. Details of Works (**Annexure – C**)
5. Details of Security Guards (**Annexure – D**)
6. Performance Certificate (attested copies) issued by the clients to the tenderer (**Annexure- E**).
7. Declaration regarding Blacklisting and/ or Debarment for taking part in Tender (**Annexure – F**)
8. Declaration regarding non pending criminal case for taking part in Tender (**Annexure – G**)
9. Legal Status of firm with legal proof along with copies of original documents (**Annexure – H**)
10. The details of turnover and Profit & Loss Account for last three years duly certified by Chartered Accountant (**Annexure – I**)
11. Financial Bid (**Annexure- J**)
12. **Proof (i.e. valid recognition certificate) of having own training centre / tie-up with any such training centre as per Delhi Private Security Agencies (Regulation) Rules, 2009. In case of tie-up, MOU with any such recognized training institute to be attached. MOU should be accompanied by confirmation letter from the aforesaid training centre on their letter head signed by authorized signatory.**
13. Proof/Details of valid License under Private Security Agencies (Regulation) Act, 2005 (29 of 2005) and Delhi Private Security Agencies (Regulation) Rules, 2009 by PSARA, 2005 (attach attested copy).
14. Notice Inviting Tender
15. Terms & Conditions of Tender duly signed on each page
16. Integrity Pact and Integrity Agreement
17. Valid Registration No. of Firm (attach attested copy)
18. Valid PAN No. of Firm(attach attested copy)
19. Valid Provident Fund Account No. (attach attested copy)
20. Valid ESI Registration no. (attach attested copy)
21. GST Clearance Certificate (attach attested copy)
22. License of VHF / UHF Communication System OR proof of having walky talky under license free frequency band (attach attested copy).
23. ISO Certification of the fire /company (attach attested copy)
24. Valid certificate issued under MSME Act for the purpose of claiming EMD exemption.
25. Page No. should be mentioned on each page.

**Annexure - K**

**Form of Performance Security (Guarantee)  
Bank Guarantee Bond**

1. In consideration of the Guru Gobind Singh Indraprastha University (hereinafter called “The University”)having offered to accept the terms and conditions of the proposed agreement between \_\_\_\_\_ and \_\_\_\_\_(hereinafter called “The said Tenderer(s)”) for the work \_\_\_\_\_(hereinafter called “the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a Performance Security from the Tenderer for compliance of his obligations in accordance with the terms and condition in the said agreement.

We, (Indicate the name of the Bank) \_\_\_\_\_ (hereinafter referred as “the Bank”) hereby undertake to pay to the University an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on demand by the University.

2. We, (Indicate the name of the Bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the University stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Tenderer. Any such demand made on the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_ Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

3. We, the said bank further undertake to pay the University any money so demanded not withstanding any dispute or disputes raised by the Tenderer(s)in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Tenderer (s) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the University under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged on behalf of the University certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Tenderer (s) and accordingly discharges this guarantee.

5. We, (indicate the name of the name)\_\_\_\_\_ further agree with the University that the University shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Tenderer (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the University against the said Tenderer (s) and to forbear or enforce any of the term and condition relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer (s) or for any forbearance , act of omission on the part of the University or any indulgence by the University to the said Tenderer (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Tenderer (s).
7. We, (indicate the name of the bank)----- lastly undertake not to revoke this guarantee except with the previous consent of the University in writing.
8. This guarantee shall be valid upto ----- unless extended on demand by the University. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.----- (Rupees ----- only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ----- day of ----- for------(indicate the name of the Bank)

Seal(s), Signatures of the Competent /  
Authorized Bank Officer(s) with their identity numbers

**Marking System of Technical Bid**

**1. (a) Turn Over of the bidding Agency**

Minimum Eligibility as per initial eligibility criteria i.e. 187.8 Lacs	60% of Maximum Marks of 15
2 times of the minimum eligibility criteria i.e. 375.6 Lacs	100 % of Maximum Marks of 15
In between on pro-rata basis	

**(b) Solvency**

Minimum Eligibility as per initial eligibility criteria i.e. 250.4 Lacs	60% of Maximum Marks of 5
2 times of the minimum eligibility criteria i.e. 500.8 Lacs	100 % of Maximum Marks of 5
In between on pro-rata basis	

**2. Availability of Human Resource**

**i. Available Strength of Staff (Documentary proof in form of EPF/ESIC contribution and any other document in support)**

Minimum Eligibility as per initial eligibility criteria i.e. 300 personnel	60% of Maximum Marks of 25
2 times of the minimum eligibility criteria i.e. 600 personnel	100% of Maximum Marks of 25
In between on pro-rata basis	

**ii. Capacity of hire staff (peak Strength in last 3 years) – Documentary Proof**

up 400 personnel	60% of Maximum Marks of 10
2 times of the minimum eligibility criteria i.e. 600 personnel	100% of Maximum Marks of 10
In between on pro-rata basis	

**3. Past Experience**

**i. Experience of similar project**

Minimum Eligibility as per initial eligibility criteria	60% of Maximum Marks of 25
2 times of the minimum eligibility criteria	100 % of Maximum Marks of 25
In between on pro-rata basis	

**ii. Client Commendation**

<b>Grading in 'Client satisfaction Report'</b>	<b>Marks allotment</b>
Excellent/ Outstanding	10
Very Good	8
Good	6
Satisfactory / Fair	3
Unsatisfactory / Report not submitted/ Poor	0

**4. Managerial Capacity**

**i. Area for Training facility available for Security Guards / Firemen / Liftmen**

	<b>Marks</b>			
<b>Grading in Training Report</b>	Owned Area $\geq$ 200 Sqm for Training	Owned Area < 200 Sqm for Training	Lease Area $\geq$ 200 Sqm for Training	Lease Area < 200 Sqm for Training
<b>Max. Marks</b>	5	4	3	2

Note: Enclose photographs and Ownership documents in support of proof .

**ii. Availability of License for Operation of Communication System & ISO Certification**

	<b>Marks</b>			
	<b>License</b>		<b>ISO Certification</b>	
<b>Grading in License Report</b>	Owned License, License free band frequency equipment	Lease License	ISO Available	ISO not Available
<b>Max. Marks</b>	3	2	2	0

Note: Enclose documents in support of proof .

**Annexure-M**

**Details of Fire Extinguishers (total 424 nos.) fitted at different locations in the University Campus**

**Administrative Block**

<b>Block</b>	<b>ABC Type</b>	<b>CO2</b>	<b>Water Type</b>	<b>Total</b>
Admin.	03	07	07	17
Library	03	07	07	17
A-Block	03	16	16	35
B-Block	03	16	16	35
C-Block	01	18	18	37
D-Block	03	18	18	39
E-Block	03	19	19	41
<b>Total:</b>	<b>19</b>	<b>101</b>	<b>101</b>	<b>221</b>

**Hostel**

<b>Block</b>	<b>ABC Type</b>	<b>CO2 Type</b>	<b>Water Type</b>	<b>Total</b>
Boy's Hostel-I	10	01	10	21
Boy's Hostel-II	10	01	10	21
Girl's Hostel-I	10	01	10	21
Girl's Hostel-II	10	01	10	21
Staff Qtr. Block-I	10	Nil	10	20
Staff Qtr. Block-2	10	Nil	10	20
Sub Station	19	02	Nil	21
Pump Room	Nil	03	01	04
Lift Room	05	02	Nil	07
Swimming Pool	02	Nil	nil	02
CEPS	08	09	01	18
<b>Total:</b>	<b>94</b>	<b>20</b>	<b>62</b>	<b>176</b>

**Seminar Halls**

	<b>CO2 Type (4.5 kg)</b>	<b>CO2 Type (9 kg)</b>	<b>Water type (Pressure)</b>	<b>Total</b>
Seminar Hall C-Block	04	01	04	09
Seminar Hall D-Block	04	01	04	09
Seminar Hall E-Block	04	01	04	09
<b>Total:</b>	<b>12</b>	<b>03</b>	<b>12</b>	<b>27</b>