

**Tender No-**

**Notice Inviting e-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 campuses at Dwarka and Surajmal Vihar for a period of [two] years.

The Tender document alongwith 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) .

Hard copies of Technical bid alongwith required documents stated in the tender documents alongwith original EMD should also be dropped in the tender box in the office of Joint Registrar (Estate & Security), Ground floor, Library Block, adjoining purchase branch of the University latest by **03:00 pm on 19/04/2016**. The technical bids shall be opened at **03:30 pm on 19/04/2016** 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 and Surajmal Vihar
Estimated Cost	Rs. 360 lacs
Earnest Money Deposit (EMD) (3% of estimated cost)	Rs.10,80,000/- (Rs. Ten Lakhs Eighty Thousand Only) in the form of DD in favour of Registrar, Guru Gobind Singh Indraprastha University, Payable at Delhi
Last date, time and venue of submission of EMD & Technical Bid 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> A copy of completed Technical Bid in hard copy and original EMD in a sealed envelop should be dropped in the tender box in the Office of Joint Registrar(E&S), Ground Floor, Library Block, adjacent to Purchase branch, Guru Gobind Singh Indraprastha University, Sector -16-C, Dwarka, New Delhi-110078. Latest by <b><u>19/04/2016</u></b> upto 03:00 pm
Date and Time of Pre-Bid Meeting	<b><u>08/04/2016</u></b> at <b><u>3:00 pm.</u></b>
Date, Time & Venue for opening of Technical bid in presence of the authorized representatives of bidders, if any,	<b><u>19/04/2016</u></b> at <b><u>03.30 pm</u></b> in the office of Joint Registrar(E&S) 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 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 time 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 stage 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. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder the bid shall become invalid and shall be rejected.
11. 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).

- 12. 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/download 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)
- 13. 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 certificates, 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 statements, documents, certificates uploaded by him, owning responsibility for their correctness/authenticity.

**14. Payment of Bid security(Earnest Money Deposit):** The EMD shall be in the form of pay order/FDR of a scheduled bank issued in favor of Registrar, Guru Gobind Singh Indraprastha University, New Delhi have to be deposited.

Zerox copy of the DD/Pay order/FDR is to be scanned and uploaded along with the bid and the original Pay order /FDR shall be sent to the office of Joint Registrar(E&S) so as to reach before date & time mentioned in NIT. Failure of to furnish the original DD/Pay order/ FDR as EMD and other documents before the date and time mentioned in NIT will entail rejection of Bids.

**15. Price Bid Opening:** The price bids will be opened by the Joint Registrar(E&S) 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 bidder who participated in the tenders.

**16. 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.

**17. 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

**18. 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 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 or his nominee of Guru Gobind Singh Indraprastha University.
- 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 Rescue Operators.
- 1.8 **'Guru Gobind Singh Indraprastha University'** shall mean Guru Gobind Singh Indraprastha University, Dwarka campus (60.46 acres) and Surajmal Vihar campus (18.75 acres) area including buildings, Play Grounds, open areas, Road and parking.
- 1.9 **'Similar work'** shall mean providing security services by way of deployment of Security Guards/ Supervisor/ Security officer/ Gunman/Fire fighting Staff/ Lift Rescue Operators.
- 1.10 **Tentative Estimated Cost:** The work is tentatively estimated to cost Rs. 360 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. **288 Lacs**

OR

At least Two similar work of completed value of Rs. **216 Lacs** each

OR

At least Three similar work of completed value of Rs. **144 Lacs** each

Note: Out of (a) above,

1. Bidder should have completed at least one work of value of Rs.144 Lacs in University, College, and Education institution in last five years ending last date of receipt of tender.

And

“Similar work” means the work of providing Security Services in Government Department, State Government, PSU, Autonomous Body, University / Educational Institution, Bank, Hotel, Hospital etc at single location.

2. Details to be furnished in **Annexure- C**.
  3. 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. 360 lacs (Rupees Three Hundred Sixty Lacs Only) for the preceding three financial years (2012-13, 2013-14, 2014-15).
- 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 2015.

Note:

1. Copy of Annual Turnover and Annual Account (Balance Sheet & Profit & Loss Account) to be submitted in **Annexure – J** duly certified by Chartered Accountant.
  2. Turnover shall be exclusively for security services.
  3. In case the turnover includes other elements apart from security services certificate from the chartered accountant (Regd.) clearly mentioning the turnover for security services for financial years mentioned above shall be attached.
- 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**.
- e) Should have its own VHF/ UHF Communication system and control room operational for 24 hrs. The VHF/UHF communication system / apparatus should have necessary license, Control Room under proper license for NCR, as may be required under Indian Telegraph Act & Rules / Indian Wireless Telegraph Act Rules. Copy of the License should be attached. In case agency does not own a communication system, it should have lease arrangement with other agency. Copy of MOU/ Lease with other agency and copy of license shall be attached.

- f) The agency should not be blacklisted by any of Government / State Government/ PSU/ University etc. in last 5-years upto last date of receipt of tender, Undertaking to this effect shall be attached as per **Annexure- F**.
  - g) The bidder/organization has not been punished/ penalized by way of imprisonment in last 5-years upto last date of receipt of tender . Undertaking to this effect shall be attached as per **Annexure - G**.
  - h) The agency should not have any legal suit/ criminal case pending against its proprietor/ partners or having been earlier convicted on grounds of moral turpitude or for violation of laws in force. Undertaking to this effect shall be attached as per **Annexure –H**.
  - i) Valid Registration no. of the Firm/company (attach attested copy of the Certificate).
  - j) Valid License under Private Security Agencies (Regulation) Act, 2005 (29 of 2005) and Delhi Private Security Agencies (Regulation) Rules, 2009
  - k) Valid PAN No. of the Company/firm (Attach attested copy of the PAN card).
  - l) Valid Provident Fund Account No. (EPFO Registration) of the firm (attach attested copy of the certificate).
  - m) Valid ESI Registration No. of the company/Firm (attach attested copy of the certificate).
  - n) Service Tax Registration no. (Attach attested copy of the certificate).
  - o) ISO Certification (Attach attested copy of the certificate).
- 2.2** Joint Ventures / Consortiums are not accepted.
- 2.3** Legal status of the company/ organization with legal proof along with copies of the original documents (as per **Annexure-I**).
- 2.4** The tenderer shall submit proof/ details (namely 2 photograph each from outside and 2 from inside, ownership of premises or lease deed copy and details of trainers) of having fully operational training centre duly approved under PSARA, 2005 for the security staff and University reserves the right to inspect the training centre of the tenderer in terms of facility available.
- 2.5** The tenderer should submit the Integrity Pact & Integrity Agreement.
- 2.6** The documents to be uploaded by the bidder as Technical Bid are as under:
- i) Detail of Annexure ‘C’
  - ii) Copy of Performance Certificate and form 26AS or TDS Certificate
  - iii) Copy of Annual Turnover and Profit Loss Account
  - iv) Copy of Certificate of Security Guards on roll Annexure ‘D’

- v) Copy of license of VHF/UHF on MOU
- vi) Copy of undertaking as per Annexure 'F'
- vii) Copy of undertaking as per Annexure 'G'
- viii) Copy of undertaking as per Annexure 'H'
- ix) Copy of Registration of Firm
- x) Copy of Valid License under Private Security Agencies (Regulation) Act, 2005 (29 of 2005) and Delhi Private Security Agencies (Regulation) Rules, 2009
- xi) Copy of PAN
- xii) Copy of EPF Registration
- xiii) Copy of Service Tax Registration
- xiv) Copy of ESI Registration
- xv) Copy of ISO Registration
- xvi) Legal status of Company
- xvii) Training facility duly approved under Private Security Agencies (Regulation) Act, 2005 (29 of 2005) and Delhi Private Security Agencies (Regulation) Rules, 2009
- xviii) Details of peak staff strength in last three years

## 2.7 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.	Turn over of the bidding Agency	15	15
2.	Availability of Human Resource	35	
	Available Strength of Staff		25
	Capacity of hire staff (Peak Strength in last 3 years)		10
3.	Past performance	35	
	Experience of Similar Projects		25
	Clients commendations		10
4.	Managerial Capacity	10	
	Training Facility available for Guards / Fire men / Lift men		5
	License for operation of VHF / UHF communication system for NCR		3
	ISO Certification		2
5.	Observance of Labour Laws	5	
	Have your agency penalized by any department in last 5 years for non observance of labour laws / unsatisfactory / poor services (Undertaking Annexure-G)		
	Labour Department		2
	EPFO		2
	ESIC		1
	<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 – M**.

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

- 2.8 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 Work Profile**

The Agency shall provide Security Services under which the contractor shall provide 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.
- 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 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 any other job assigned by the Vice Chancellor or his nominee in the interest of Security of University.
- 3.19 Provide security 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 office of Joint Registrar(E&S), Guru Gobind Singh Indraprastha University, Sector 16-C, Dwarka, New Delhi, at **3:00 pm** on **08/04/2016** for intending applicants in which any of their doubts shall be clarified besides discussion on any other related issue proposed by the perspective 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). The hard copies of Technical Bid comprising of eligibility documents and original EMD should be submitted in office of Joint Registrar(E&S), Ground Floor, Library Building, adjacent to purchase branch Guru Gobind Singh Indraprastha University, Sector 16-C, Dwarka, New Delhi- 110078, in a sealed envelope superscribed as **“TENDER FOR PROVIDING SECURITY SERVICES AT DWARKA CAMPUS AND SURAJMAL VIHAR CAMPUS”**. The packet should be wax sealed and addressed to the Joint Registrar(E&S), Ground Floor, Library Building, adjacent to purchase branch Guru Gobind Singh Indraprastha University, Sector 16-C, Dwarka, New Delhi- 110078.

Tender without EMD shall not be considered for evaluation and shall be summarily rejected. Tender shall also be liable for rejection if :

- i). Documents uploaded & hard copies submitted do not match
- ii). Hard copies not submitted

## **5.0 Financial Bid**

- 5.1 The tenderer should quote the amount tendered in financial bid in the format attached as **Annexure ‘K’** 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**. University reserves the right to restrict the number for opening of Financial Bids. In case 3 or less than 3 bidders are found eligible in technical evaluation, the Financial bid of top 3 bidders or less as the case may be, shall be opened.

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**

- i. The tenders not accompanied with Earnest Money Deposit shall be summarily rejected.
- ii. 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.

- iii. The Registrar of the University may reject any or all tender(s) without assigning any reason.
- iv. 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.

### 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 got the highest mark during the technical evaluation, selected for award the tender.
  - ii. In case two or more firms had quoted the same service charges and got the equal marks during the technical evaluation, the firm which has more turnover during the year 2014-15 will be selected for award 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

- 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 Basic Pay.

Particulars	Security Guard	Fire man / Lift Man	Gun man / Security Supervisor/ Fire Supervisor	Security Officer (Per month)
	Unskilled	Semi- Skilled	Skilled	Graduate & above or equivalent
Basic(in Rs.) for per day	353	390	429	12142 (per month)

- 6.2 Service tax, if applicable, will be reimbursed by the University on production of challan towards deposit of the service tax to the concerned office / in the Bank in respect to the services provided to the University.
- 6.3 ESIC @ 4.75 % will be reimbursed by the University on production of challan towards deposit of the service tax to the concerned office / in the Bank in respect to the services provided to the University.

- 6.4 EPF, if applicable, 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 holidays@ 5.77% of basic pay will be reimbursed by the University on production of proof 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 Personnels' shall be under Electronic Fund Transfer by the Contactor/Cheque.
- 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 Agency to quote service charges which shall be paid in addition to the details mentioned in para 6.1.- 6.9 and shall include all expenses towards overhead, uniform, identity cards, motorcycle, communication System, fire equipments 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 reimbursables.

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

The tentative requirement of the security personnel for the University at present works out to about 190 comprising of 163 security guards, 20 gunmen, 05 security supervisors including 01 Fire supervisor , 01 Security officer.

Out of above:

- (i) At least 10 Security Guards deployed at any instance (per shift) should be well trained for lift rescue operations so as to carry our lift rescue operations.
- (ii) 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 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.
- iv. Educational Qualification & Experience for Security Guards:

	Ex-Servicemen	Others
Age	Minimum 33 years Maximum 55 years	Minimum 21 years Maximum 50 years
Height	5'6"	5' 6"
Educational Qualification	Matric	Matric
Experience	Minimum 15 years	Minimum three years

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

	Security Officer	Security Supervisor	Fire Supervisor	Fire Man	Gun Man	Lift Rescue Operator
Age	Minimum 33 years Maximum 55 years	Minimum 33 years Maximum 55 years	Minimum 21 years Maximum 50 years	Minimum 21 years Maximum 50 years	Minimum 21 years Maximum 50 years	Minimum 21 years Maximum 50 years
Height	5'6"	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	12 <sup>th</sup> with 06 Months Certificate	Matric with 06 Months Certificate	Matric with Gun License	Matric
Experience	Minimum Eight years	Minimum five years	Minimum five years	Minimum three years	Minimum three years	Minimum five years in Lift Rescue Operation

- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 If any security personnel deployed/deputed by the Security Agency does not report at the University Campuses, the agency will depute/deploy alternate security personnels and no extra payment shall be made by the University in this regard. The Agency shall man all the security points/post and other locations as specified by the University as per deployment chart approved by the University time to time. No short leave shall be permitted to the security personnels on duty unless the agency provides suitable substitute without asking any extra payment from the University. The agency has to keep sufficient number of leave reserve. The

- security agency shall arrange the meal relief of the security guards in such a manner that no post/guard hour/deployment area remains unattended.
- 8.8 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.
- 8.9 The University will arrange to provide lock/seal for stores, godowns and offices etc. to the satisfactions of the Agency, wherever possible.
- 8.10 The University will be authorized to fix timing of the various duty shifts. A single duty shift will have normal duration of eight hours. In case of any compelling reasons, if the duty shift is to be extended, the same shall not be resorted to by the Agency without the prior consent of the University.
- 8.11 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.
- 8.12 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.
- 8.13 The agency has to also ensure good behavior of security personnel with officials of University and visitors to the University.
- 8.14 The Security Personnel's shall abstain from taking part in any staff union and associations activities.
- 8.15 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.
- 8.16 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.
- 8.17 The Agency must provide hand held metal detector, hand held search lights at least 20 for Dwarka Campus and 01 for Surajmal Vihar. 30 sets of portable radios / Walky –Talky for Dwarka Campus and 01 for Surajmal Vihar Campus. 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.
- 8.18 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.



- 8.19 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.
- 8.20 The University will provide no stationary and other allied items for the maintenance of Records.
- 8.21 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.
- 8.22 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 Cards issued by the security agency to every security personnels
  - 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 Department'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 Department.

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

- 10.1 The respective Security Personnel/ Security Supervisor/ Security Officer will be responsible for overall Security arrangements of the University.
- 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 Two years which can be extended in the mode of 2+1+1(years). The extension of contract shall however be solely at the discretion of University 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 Payment will be done by University within 60 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 agency 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 cheque/ECS (Electronic Clearance Service) by

the Contractor awarded the contract and a copy of the same shall be submitted by the Contractor to the office of officer In-charge (E&S) for record and necessary action. The reimbursement of EPF, ESI deposit shall be made by the University on production of relevant challan/proof submitted by the security agency.

- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 University reserves the right to make payment of only such persons who actually worked during the period of bill.
- 12.7 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 the 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 tenderer 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 In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of Rs.500/- 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 Department system immediately.
- a. In case the contractor fails to commence/ execute the work as stipulated in the agreement or unsatisfactory performance or does not meet statutory requirements of the contract, Department reserves the right to impose the penalty as detailed below:-
- i. 0.5% of cost of order/agreement per day subject to maximum of 10%.
- ii. After four weeks delay Principal Employer reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s) registered with DGR and then from open market or with other agencies if DGR registered agencies are not in a position to provide such Contractor(s). The difference if any will be recovered from the defaulter contractor and also shall be black listed for a period of 4 years from participating in such type of tender and his earnest money/ security deposit may also be forfeited, if so warranted.
- 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 Department and shall not disclose to any information about the affairs of Department. 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 Department shall be entitled to terminate the contract forthwith duly forfeiting 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 of this contract and if a claim therefore is filed in the office of the Labour Authorities, and proof thereof is furnished to the satisfaction of the Labour Authorities, the Department 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 Department 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 Department, such money shall be deemed to be payable by the contractor to the Department within seven days. The Department 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 which ever required by the Department etc.

### **15.0 Liability of the University**

- 15.1 The University will not 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 The University will be under no obligation to 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 The University shall not be responsible financially or otherwise for any injury to the security personnel in the course of performing the Security duties as per this tender.

### **15.4 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.

### **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, 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 and security deposit of the Agency will also be liable to be forfeited by the University. 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 without prejudice to any right of remedy that may be accrued to the Agency.
- 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 tender/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 / or 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 refers the matter 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 tenderer.
- 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 with our 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 reserve 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 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 the executed by the Agency with the University including correspondence leading to award of work.



- 18.17 Once the Competent Authority accepts the tender, the Agency will be liable to provide the Security service within one week from the date of issue of letter of acceptance. In such eventuality of non commencement of work, within the prescribed time limit, University further reserve the right to get the work done from some other agencies and also shall cancel the tender/agreement/contract. The contracting agency shall 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/performance security deposit shall also be forfeited.
- 18.18 Canvassing in connection with the tender is strictly prohibited. Tender must be unconditional.
- 18.19 Tender not conforming to the requirement as per the terms and conditions is liable to be rejected and no correspondence shall be entertained whatsoever.
- 18.20 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.
- 18.21 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 Joint Registrar (Estate & 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.
- 18.22 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.
- 18.23 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 this duty. The University reserve 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 reserve 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.
- 18.24 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.

- 18.25 Any act on the part of the tenderer to influence anybody in the University is liable for rejection of his tender.
- 18.26 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.
- 18.27 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 adjusted towards performance Security if the offer is accepted by the Competent Authority.
- 19.2 The total Security deposit will be 10% of the total cost of work in the format attached for a total contract period of 02 years. The agency has to deposit the performance security within 15 days after acceptance of award letter in form of DD/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- L)**.
- 19.3 No interest shall be paid by the University on Earnest Money or Security Deposit.
- 19.4 In case of non submission of Performance Security within specified time, the earnest money will be forfeited.

**20.0 Penalties**

- 20.1 For misbehaving on part of security staff Rs. 2000/- per default
- 20.2 For non wearing of uniform and/or identity card Rs.2000/- per default.
- 20.3 For causing nuisance/damage to public property i.e. University its building at Dwarka, including University land at Surajmal Vihar – 3 times of the market value of such property or Rs. 10000/-, whichever is higher, per default.
- 20.4 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
- 20.5 For violation of any of the condition of the contract, Rs.10000/- per default.
- 20.6 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.
- 20.7 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, DD/FDR
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**INTEGRITY PACT**

To,

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

Sub: NIT No. \_\_\_\_\_ for the work of **providing security services round the clock in the University Campuses at Dwarka and Surajmal Vihar**

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 Campuses at Dwarka and Surajmal Vihar**

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 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 Campuses at Dwarka and Surajmal Vihar** 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 Principle/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/Department 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 participate 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, 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  
Campuses at Dwarka and Surajmal Vihar**

<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 Esbalishment of Firm / Company, as per PSARA, 2005	
4	Valid License Detail under Private Security Agencies (Regulation) Act, 2005 (29 of 2005) and 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	
11	Draft/Pay Order no.	
i	Dated	
ii	Bank	
iii	Amount ( Rs. In words)	
iv	Due Date of Draft/Pay Order	

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 Campuses at Dwarka and Surajmal Vihar** 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 Campuses at Dwarka and Surajmal Vihar.**

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.

**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 / 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. \_\_\_\_\_ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labour court(s).

Or

I / We \_\_\_\_\_ (Tenderer) hereby declare that the Firm / agency namely M/s. \_\_\_\_\_ was not blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of \_\_\_\_\_ years w.e.f. \_\_\_\_\_ to \_\_\_\_\_. The period is over on \_\_\_\_\_ and now the firm/company is entitled to take part in Government tenders.

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 PENALIZE/ PUNISH 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 not been penalized in the past five years by Labour Court, EPFO & ESI by way imprisonment.

Or

I / We \_\_\_\_\_ (Tenderer) hereby declare that the Firm / agency namely M/s. \_\_\_\_\_ has not been penalized / punished by Union / State Government or any Organization from taking part in Government tenders for a period of \_\_\_\_\_ years w.e.f. \_\_\_\_\_ to \_\_\_\_\_. The period is over on \_\_\_\_\_ and now the firm/company is entitled to take part in Government tenders.

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**

**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 is pending against Partners / Proprietor / Others.

Or

I / We \_\_\_\_\_ (Tenderer) hereby declare that the Firm / agency namely M/s. \_\_\_\_\_ has not having any pending criminal case against Partners / Proprietor / Others for a period of \_\_\_\_\_ years w.e.f. \_\_\_\_\_ to \_\_\_\_\_. The period is over on \_\_\_\_\_ and now the firm/company is entitled to take part in Government tenders.

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 -I**

**(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 -J**

**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).

Item	2012-13	2013-14	2014-15	Average
Gross Annual turnover on works				
Profit / Loss				

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

Signature of Chartered Accountant with seal

Signature of Bidder(s) with seal

**Annexure - K**

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 campuses at Dwarka and Surajmal Vihar.**

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. 10,80,000/- (Rupees Ten Lacs Eighty Thousand Only) in favour of Registrar, Guru Gobind Singh Indraprastha University, Dwarka, New Delhi-110078
3. In case of Tender Document is purchase by cash, enclose the cash receipt.
4. Letter of Transmittal (**Annexure – B**)
5. Details of Works (**Annexure – C**)
6. Details of Security Guards (**Annexure – D**)
7. Performance Certificate (attested copies) issued by the clients to the tenderer (**Annexure- E**).
8. Declaration regarding Blacklisting / Debarring for taking part in Tender (**Annexure – F**)
9. Declaration regarding non penalize / punish for taking part in Tender (**Annexure – G**)
10. Declaration regarding non pending criminal case for taking part in Tender (**Annexure – H**)
11. Legal Status of firm with legal proof along with copies of original documents (**Annexure – I**)
12. The details of turnover and Profit & Loss Account for last three years duly certified by Chartered Accountant (**Annexure – J**)
13. Financial Bid (**Annexure- K**)
14. Proof/ Details of ownership of premises or lease deed copy of Training Centre with details of trainers duly approved under Private Security Agencies (Regulation) Act, 2005 (29 of 2005) and Delhi Private Security Agencies (Regulation) Rules, 2009 by PSARA, 2005 (attach attested copy)
15. Proof/Detail of Valid License under Private Security Agencies (Regulation) Act, 2005 (29 of 2005) and Delhi Private Security Agencies (Regulation) Rules, 2009 (attach attested copy)
16. Notice Inviting Tender
17. Terms & Conditions of Tender duly signed on each page
18. Integrity Pact and Integrity Agreement
19. Valid Registration No. of Firm (attach attested copy)
20. Valid PAN No. of Firm(attach attested copy)
21. Valid Provident Fund Account No. (attach attested copy)
22. Valid ESI Registration no. (attach attested copy)
23. Service Tax Clearance Certificate (attach attested copy)
24. License of VHF / UHF Communication System (attach attested copy)
25. ISO Certification of the fire /company (attach attested copy)
26. Page No. should be mentioned on each page.

### Enclosure List

(Fill in the page nos. where the documents mentioned are place)

Technical Bid and Financial Bid should be uploaded on the e-tender website:

[www.govtprocurement.delhi.gov.in](http://www.govtprocurement.delhi.gov.in) .

Hard Copy of Technical Bid alongwith original EMD and other documents as detailed below should also be submitted to the office of Joint Registrar (Estate & Security), Ground floor, Library Block, adjoining purchase branch, GGSIPU, Sector 16-C, Dwarka, New Delhi:-

S. No.	Name of desired Documents	Page No.
	<b>Technical Bid (In a sealed Envelope)</b>	
	<b>Envelope – 1</b>	
1.	Earnest Money deposit (Pay order/ Bank Demand Draft for Rs. 10,80,000/- in favour of Registrar, Guru Gobind Singh Indraprastha University) Pay Order/D.D No: _____ Dated: _____ Name of Bank and Branch: _____	
2.	<b>Envelope – 2</b>	
3.	Duly complete Tender Form	
4.	Duly signed NIT document in original	
5.	Duly signed tender document in original	
6.	Copy of Registration no. of Firm / Company	
7.	Copy of PAN Number of Firm / Company	
8.	Copy of Provident Fund Account Number of Firm	
9.	Copy of ESI Registration No. of Company	
10.	Copy of Service Tax Registration No. of Company & Clearance	
11.	Copy of ISO Certification of Fire /Company	
12.	Copy of License of VHF/UHF Communication System for NCR	
13.	Year wise certificate of annual turnover duly certified by Chartered Accountant (Regd.) 2012-13 2013-14 2014-15	
14.	Annual Account(Balance Sheet & Profit & Loss Account) for the year audited by Chartered Accountant (Regd.) 2012-13 2013-14 2014-15	
15.	Undertaking declaration regarding Blacklisting / Debaring for taking part in Tender	
16.	Undertaking declaration regarding non penalize / punish by way	

	of imprisonment	
17.	Undertaking that no legal suit/ criminal case pending against its proprietor or having been earlier convicted on grounds of moral turpitude or for violation of laws in force, in the stamp paper.	
18.	Details of Similar works and documentary proof	
19.	Documentary Proof of minimum 5 years experience	
20.	Performance Certificate obtained from other organizations	
21.	Letter of Transmittal	
22.	Integrity Pact	
23.	Integrity Agreement	
24.	Details of Security Guards	
25.	Legal status of firm with legal proof alongwith copies of original documents	
26.	Proof / Details of Ownership of premises or lease deed copy of Training Centre approved under Private Security Agencies (Regulation) Act, 2005 (29 of 2005) and Delhi Private Security Agencies (Regulation) Rules, 2009	
27.	Copy of Proof/Detail of Valid License under Private Security Agencies (Regulation) Act, 2005 (29 of 2005) and Delhi Private Security Agencies (Regulation) Rules, 2009 (attach attested copy)	
28.	<b>Others</b>	

(Signature of Authorized Signatory)  
with name and seal



**Annexure - L**

**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. Turn Over of the bidding Agency**

Minimum Eligibility as per initial eligibility criteria ie. 360 Lacs	60% of Maximum Marks of 15
3 time of the minimum eligibility criteria i.e. 1080 Lacs	100 % of Maximum Marks of 15
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 ie. 200 personnel's	60% of Maximum Marks of 25
2 time of the minimum eligibility criteria ie. 400 personnel's	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's	60% of Maximum Marks of 10
2 time of the minimum eligibility criteria ie.800 personnel's	100% of Maximum Marks of 10
In between on pro-rata basis	

**3. Past Experience**

**i. Experience of similar project**

Cost of Single Project	Maximum Marks per Project	No. of Projects
>= 288 Lacs	25	
>=216 Lacs and < 288 Lacs	12	
>=144 Lacs and < 216 Lacs	8	

Note: Maximum number of projects will be considered as per the clause 2.1  
**Maximum Marks is 25**

**ii. Client Commendation**

Grading in 'Client satisfaction Report'	Marks per project		
	≥ 288 Lacs	≥ 216 Lacs and <288 Lacs	≥ 144 Lacs and < 216 Lacs
Very Good	10	6	3
Good	6	4	2
Satisfactory / Fair	3	2	1
Unsatisfactory / Report not submitted/ Poor	0	0	0

Note: Maximum number of projects will be considered as per the clause 2.1  
Maximum Marks is 10

**4. Managerial Capacity**

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

Grading in Training Report	Marks			
	Owned Area ≥ 200 Sqm for Training	Owned Area < 200 Sqm for Training	Lease Area ≥ 200 Sqm for Training	Lease Area < 200 Sqm for Training
Max. Marks	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**

Grading in License Report	Marks			
	License		ISO Certification	
	Owned License	Lease License	ISO Available	ISO not Available
Max. Marks	3	2	2	0

Note: Enclose documents in support of proof.

**5. Observance of Labour Laws**

	Labour Department	EPFO	ESIC
No Penalty	2	2	1
Penalty	0	0	0

Note: Enclose documents in support of proof.