



KIRORI MAL COLLEGE
UNIVERSITY OF DELHI
DELHI-110007

PHONE NO: 011-27667939

Tender Notice

Scaled tenders are hereby invited by the Principal, Kirori Mal College, (North Campus), University of Delhi, Delhi-110007 for providing round the clock security services in Kirori Mal College.

Estimated Cost: ₹52, 11,888.00/-

EMD: ₹ 1, 04,238.00/-

Cost of Tender: ₹1000/-

Time: One Year

Last Date & Time for submission of tender 27/07/2018 by 02.00 PM.

For further details please visit college website www.kmcollege.ac.in or Administrative Office, Kirori Mal College.

V. Chauhan
Principal

Dr. VIBHÁ SINGH CHAUHAN
PRINCIPAL
KIRORI MAL COLLEGE
(UNIVERSITY OF DELHI)
DELHI-110 007



**KIRORI MAL COLLEGE
UNIVERSITY OF DELHI
DELHI-110007**

PHONE NO: 011-27667939

Tender No. 01/Security Services/2018-19

Dated: 07/07/2018

**TENDER DOCUMENT FOR PROVIDING ROUND THE
CLOCK SECURITY SERVICES
IN
KIRORI MAL COLLEGE**

Estimated Cost of work: ₹52, 11,888.00

Earnest Money Deposit: ₹1, 04,238.00

Performance Guarantee: 5% of Tendered Value

Cost of Tender: ₹1000.00

Time: 12 (Twelve) Months

Last Date & Time for submission of tender 27/07/2018 by 02.00PM

Date of opening of Tender: 27/07/2018 at 03.00 PM.

Certified that this Tender contains pages 2 to 29 only.

**Principal
Kirori Mal College, Delhi**

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Kirori Mal College.

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Principal
Kirori Mal College, Delhi

NOTICE INVITING TENDER

The Principal, Kirori Mal College, University of Delhi, Delhi invites Sealed Tenders from reputed, experienced and eligible Security Agencies/Organizations with sound Technical and Financial capabilities for the following works under two bid systems:

S.No.	Name of Work	EMD in INR	Date & Time of Opening Of Technical Bid
1.	Providing round the clock security services in the Kirori Mal College, University of Delhi, North Campus	₹1,04,238/- (refundable without interest)	27/07/2018 at 03.00 P.M.

1. The tenders complete in all respects addressed to the Principal, Kirori Mal College, University of Delhi, Delhi-110007 should be submitted in a sealed cover on or before 27/07/2018 by 02.00 PM in the Tender Box which is placed in front of Principal Office.
2. The criteria of eligibility for issue of tender documents is given in the Annexure I attached.
3. The tenure of the contract will be initially for One year from the date of commencement, renewal for a further period of one year could be considered based on satisfactory service and performance.
4. The bid document consisting of schedule of quantities, detailed scope of work and set of terms and conditions of the contract to be complied with etc. can be seen and downloaded from website www.kmcollege.ac.in.
5. The work is estimated to cost ₹52, 11,888/- for one year. This estimate however, is given merely as a rough guide.
6. Earnest money of ₹1,04,238/- is required to be submitted in the form of Demand draft or Pay order or Banker's cheque in favour of Principal, Kirori Mal College, Delhi along with the tender. Tender not accompanied with required Earnest money deposit shall be summarily rejected.
7. Earnest money deposit of successful bidder only shall be retained. Earnest money deposit of unsuccessful bidders shall be returned.
8. The agency whose tender is accepted will be required to furnish performance guarantee of 5% of the tendered amount within a period of 15 days from the date of intimation. This guarantee shall be in the form of demand draft/banker's cheque/FDR or bank guarantee bond of a nationalized bank, failing which the earnest money deposit shall be forfeited automatically without any further notice.

9. The description of the work is as follows:

Name of Work: Providing Round The Clock Security Services in
Kirori Mal College.

Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and local conditions and other factors having a bearing on the execution of the work.

10. The competent authority on behalf of the College does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
11. The bid for the works shall remain open for acceptance for a period of Sixty (60) days from the date of opening of financial bid. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the college, then the college shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-tendering process of the work.
12. This Notice Inviting Bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority, shall within 15 days from the stipulated date of start of the work, sign the contract.
13. The tentative details of the deployment of security personnel can be seen in the Annexure V attached.

Principal
Kirori Mal College, Delhi

ELIGIBILITY CRITERIA

The security agency should meet the following mandatory requirements:

1. Certificates of Statutory Registrations:
 - (i) Registration under Employee Provident Fund and Miscellaneous Provisions Act 1952.
 - (ii) Registration under Employees State Insurance Act 1984.
 - (iii) Registration under the Contract Labor (Regulation & Abolition) Act 1970.
 - (iv) PSARA (Private Security Agencies Regulation Act 2005) license for operation of Security Agency in Delhi State.
 - (v) Registration under GST with GST No.
 - (vi) Registration under Delhi shops & establishment act, 1954.
 - (vii) Registration with Labor Department of the State/Central Govt.
2. The Agency's annual turnover in the last Three years in the security business with Central Govt. / State Govt. and/or educational institutions, etc. should be at least 40 lakh each year. (Substantiated by statements of accounts, details of security assignments be given with documentary evidence).
3. Antecedents of the agency/tenderer shall be verified by the College and only on the basis of the satisfactory report, the Financial Bid will be opened.
4. Clientele-list with performance certificate from the agencies should be furnished.
5. The agency has to attach an undertaking stating that the agency has carefully read the complete tender document and has agreed to all the terms and conditions, scope of work, Agency's & College's obligation, Penalty clause and all other conditions as mentioned in the tender document.
6. The agency should have at least 30 numbers of Security Guards on its rolls and it should be substantiated by producing their Employee Provident Fund (EPF) numbers and other details of the Security Guards.
7. The Agency must provide the **Savings Bank Account** numbers of all the security guards and security supervisor/s.
8. A declaration has to be given that the Agency/Contractor has not been black-listed by the Central/State Govt. / Autonomous Body/Company in the past.

9. The tenderer must give the job profile of the security agency detailing the following:

- (i) Infrastructure
- (ii) Technical expertise
- (iii) Trained Manpower
- (iv) The possession of all security-related gadgets, equipment, etc.

10. The agency has to attach copy of PAN card in the name of the firm.

11. Bidder should not have defaulted on any bank/ financial institute loans in the past. There should not be any statutory dues or undisputed liability.

Principal
Kirori Mal College, Delhi

HOW TO APPLY

Security agencies fulfilling the eligibility criteria as mentioned in Annexure I should submit valid proof of all requirements in the form of statements and self-attested copies of relevant certificates etc. in the Technical Bid. Earnest money deposit should also be kept in the envelope meant for Technical Bid separately. Tenderer must fill up the proforma of Technical Bid as per Annexure III.

Financial Bid as per Annexure IV is to be submitted with signed copy of tender documents in separate envelope super scribed as Financial Bid.

Both Technical as well as Financial Bid should be in separate sealed envelopes and put together under another sealed cover with name of agency and NIT no. etc. super scribed on it. Tenders submitted with only technical or financial bid shall not be considered.

Tenders in the prescribed format duly completed in all respects and supported by relevant documents should be submitted in two separate sealed envelopes duly super scribed as **“Technical bid”**& **“Financial bid”** put together in a sealed single envelope addressed to **“Principal, Kirori Mal College, University of Delhi, Delhi-110007”** and should reach on or before **27/07/2018** latest by 02.00 PM in the college office. The Technical bid will be opened on **27/07/2018** at 03.00 PM in the presence of the Tenderers or their Authorized Representatives, if present at that time.

INSTRUCTIONS/GUIDELINES FOR TENDERERS

1. Each page of tender document should be numbered and signed by the tenderers with rubber stamp of the firm affixed on each page.
2. Tenders must be accompanied with Earnest Money Deposit (EMD) of a sum of Rs.1, 04, 238/- (Rupees One Lakh four Thousand Two Hundred and thirty eight only) in the form of Demand Draft/Pay order from a Nationalized bank and drawn in favour of the “**Principal, Kirori Mal College**” payable at **Delhi**.
3. Unsealed condition/telegraphic/fax tenders and tenders without Demand Draft/ Pay Order of Earnest Money Deposit (EMD) and cost of tender shall not be entertained.
4. Rates offered should be mentioned both in figures as well as in words and offer should be typed or legibly hand written. In case of any discrepancy between the amount in figure and words, the amount in words will stand.
5. The tenderer will be responsible for timely submission of the tender documents, complete in all respects by the stipulated date and time.
6. In case the date of receipt or opening of tenders is declared a Govt. holiday then the tender will be opened on the next working day at the same time.
7. All tenderers are advised to contact **Care taker, (M) 8510072715**, Kirori Mal College for visiting the site and to acquaint themselves with the proposed area for providing security before the submission of tender.
8. The college may at its discretion, waive any minor non conformity or any minor irregularity in an offer. This shall be binding on all vendors and Kirori Mal College reserves the right for granting such waivers.
9. Any wrong calculation in the Financial Bid shall not be entertained & liable to be rejected.
10. For comparison of financial bids total amount payable to each bidder for 1 no. of Supervisor and 20 nos. of Security guards shall be determined at the rate quoted by him for one month.

In case of two or more bidders having same total amount, weightage shall be given to their experiences (based on annexure-VIII submitted) of providing round the clock security service in government/ PSU installations or Educational institutions during last three years.

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11. If wages of labour changes as a direct results of the coming into force of any fresh law, or statutory rule or order after submission of the tender, during the contract period, then the amount of the contract shall be revised accordingly.

Principal
Kirori Mal College, Delhi

SCOPE OF WORK/CONTRACT

The tentative security points, number of persons required, working hours of staff, timings of shifts etc. are enclosed as per **Annexure V**.

- i) The Agency will be required to provide total security and protection of land to buildings, fittings and fixtures there in plant & machineries , equipments installed (including out-door),office records moveable and immoveable properties from theft, pilferage, trespassing, encroachment etc., of Kirori mal college and other properties/land/hostels outside the campus.
- ii) Safety of trees, shrubs, electric overhead installations, water pipelines, boundary walls etc. and fresh additions/installations from time to time during the contract period.
- iii) To maintain security checkups/vigilance to allow the entry of Officers and Staff of the college only after verifying their identity.
 - To permit the entry of visitors only after confirming from the designated Officers of Kirori Mal College that the entry is for the official purpose and to ensure issue of visitors pass by maintaining the necessary records thereof.
 - To permit entry of the official vehicles and staffs vehicle after ensuring that authorized parking stickers is pasted on the vehicle. Entry of private vehicles may be allowed against a valid parking token for authorized purpose.
 - To permit entry of private vehicles bringing materials in the college only after confirming from the designated college of University.
 - To issue a temporary pass for the Officers/staff not having the Identity Cards after necessary approval of the designated officers of the Kirori Mal College.
- iv) Entry of Officers/Staff during the Holidays and before/ after working Hours:
 - Security persons will be responsible to maintain a record of the incoming and outgoing staff cars on working days and on holidays. A register would be maintained for entry of the staff who are coming to office during holidays.
 - Entry would also be made in a register about the details of the official vehicles and their timings of entry/exit during holidays and before and after working hours.

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- v) The requirement for Security Guards/Supervisors may increase or decrease as per the deployment plan of the College. The security personnel will be deployed on eight hours shift duty on round the clock basis.
 - vi) To ensure that no part of the College land is trespassed/ encroached or squatted upon.
 - vii) The College gets a number of distinguished visitors from within India and abroad who are to be treated very carefully/courteously.
 - viii) The agency shall be required to provide 03(three) numbers of bicycles with necessary accessories for patrolling in the campus. The Security Guards to be deployed on bicycles shall be three or as per requirement. The security guards shall be in the age group of 30-35 years and having good communication skills.

Principal
Kirori Mal College, Delhi

TENTATIVE REQUIREMENT OF SECURITY PERSONNEL

Supervisor

Security Guard

01 no.

20 nos. (18 Male & 02 Female)

Sl.No.	Location	Duty Hours	No. of Guards	
			Male	Female
1.	Main Gate	6:00 a.m. to 2:00 p.m.	02	-
		8:00 a.m. to 4:00 p.m.	-	02
		2:00 p.m. to 10:00 p.m.	02	-
		10:00 p.m. to 6:00 a.m.	02	-
2.	Hostel Gate	3:00 p.m. to 11:00 p.m.	01	-
		11:00 p.m. to 8:00 a.m.	01	-
3.	College Back Gate	8:00 a.m. to 4:00 p.m.	01	-
4.	Teaching Staff Quarter Gate	6:00 a.m. to 2:00 p.m.	01	-
		2:00 p.m. to 10:00 p.m.	01	-
		10:00 p.m. to 6:00 a.m.	01	-
5.	Non-Teaching Staff Quarter Gate	6:00 a.m. to 2:00 p.m.	01	-
		2:00 p.m. to 10:00 p.m.	01	-
6.	Sports Complex	6:00 a.m. to 2:00 p.m.	01	-
		2:00 p.m. to 10:00 p.m.	01	-
		10:00 p.m. to 6:00 a.m.	01	-
7.	Library	9:00 a.m. to 5:00 p.m.	01	-
	Total		18	02

Note:

- (i) Above deployment may change as per security requirements from time to time.
- (ii) Additional guards if required by college, shall be provided by the agency.

Principal
Kirori Mal College, Delhi

TECHNICAL BID

Tender for providing Security Services at Kirori Mal College, University of Delhi, Delhi

1.	Name of the Organization/Firm, location of Office with complete address with Telephone/Fax Nos .and E-mail address.	
2.	The tenderer must give the job profile of the security agency detailing the following: (I) Infrastructure (ii) Technical expertise (iii)Trained Manpower (iv)The possession of all security related gadgets, equipments etc.	
3.	Details of job contracts executed and clientele list. Work Experience certificate on Annexure-VIII from clients is to be enclosed.	
4.	Financial resources, assets in terms of firm's property (fixed and moveable) held.	
5.	GST Registration (Enclose the copy).	
6.	Registration number with Private Security Agency Regulation Act, 2005 (Attach a registration copy).	
7.	Registration with the Labor Department of the State/Central Govt. (Attach a copy of the registration certificate).	
8.	Registration with EPF authorities (Attach a copy).	
9.	Registration under ESI Act (Attach a copy).	
10.	Has the firm attached an undertaking stating that the agency has carefully read the complete tender document and has agreed to all the Terms and conditions, scope of work, Agency's obligation, Penalty clause and all other conditions as mentioned in the tender document?(Annexure X)	
11.	Has the tenderer signed on all the pages of the tender document?	
12.	Details of the DD/BC of cost of tender document of Rs.1000/-	
13.	Details of EMD in the form of Demand Draft/Banker's Cheque from a Nationalized Bank.	
14.	Annual turnover in security sector for the last three years. (Attach a copy of latest audited Balance Sheets) i.e., 2014-15, 2015-16, 2016-17.	
15.	PAN/TIN/TAN/GSTN of the firm (Copies may be attached).	
16.	The agency should have at least 30 numbers of Security guard on its roll and it should be evidenced by producing Employee Provident Fund (EPF) Nos and other details of the Security Personnel on prescribed Annexure IX .	
17.	The agency shall provide the Saving Bank Account number of the Security Guards/ Supervisors on their roll.	
18.	Declaration that agency has not been black listed by the Central/State Govt. / Autonomous body/ Company during the last three years.	

- Antecedents of the agency/tenderer shall be verified by the Committee of the Kirori Mal College and only on the basis of the satisfactory report of this Committee, the Financial Bid will be opened.

Place:

Date:

Signature of Tenderer

(Annexure VII)

FINANCIAL BID

Name of Work : Providing Round The Clock Security Services in
Kirori Mal College.

Sl.No.	Particulars	Rate per month per security guard.(Semi-skilled)	Rate per month per Supervisor (Skilled)	
1.	Wages for 8 Hrs. duty (Basic)			
2.	Relieving Charges			
3.	EPF Contribution			
4.	ESI Contribution			
	Sub Total			
5.	Services/ Administration Charges			
6.	Any other charges (Please specify)			
	Grand Total (Cost for 8 hrs. duty on all days)			

Note:

1. The rates quoted above are exclusive of Goods & Services Tax (GST), which shall be paid by the college at applicable rates.

Place:

Date:

SIGNATURE OF THE TENDERER

GENERAL TERMS AND CONDITIONS OF THE CONTRACT/AGREEMENT

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Agency for the services mentioned above shall be the employees of the Agency for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Agency and in no case, a relationship between the said person and the College shall accrue/ arise implicitly or explicitly.
2. The Payment to agency shall be made on the basis of duty hours performed by each Personnel, duly certified by the caretaker of college. If any Personnel is found absent from duty during duty hours, penal recovery at double rates shall be levied and recovered from the agency on pro-rata basis. No security Personnel is allowed to leave the premises unless, his reliever has reported for duty.
3. That the Principal or any other persons authorized by the College shall be at liberty to carry out surprise check of the services provided by the agency.
4. All tenderers are advised to contact Care taker, who is the Coordinating Officer, for visiting the site and inspect the duty points and also acquaint themselves with the proposed work to be carried out before submission of their tenders.
5. **Security Guards:** should have one year of working experience of security sector and well-trained about security duties.
6. The Security Guards should have good health and no communicable diseases. The physical heights of the Security Guards shall not be less than 5'7" in case of males and 5'4" for females.
7. Security Guards provided by the Agency should also be trained in Civil Defense/fire-fighting.
8. No accommodation or departmental transport will be provided by the College for the Agency's staff.
9. The entire administration of the security personnel will be the responsibility of the agency.
10. The security guards shall always wear uniform as provided by the Agency while on duty compulsorily.
11. The agency will ensure that the monthly wages are deposited in the individual Saving Bank Accounts of the Security personnel by 10th of every month irrespective of their submission of bills to the College and payment thereof. The agency will raise the bill after the payments have been made to the Security Guards/ Supervisors. In case of any delay in payment of wages to the Security Guards/Supervisors a penalty of Rs.1000/- per day from 11th day onwards shall be imposed on the agency.
12. The Agency shall furnish Bank Guarantee to an extent of 10% of total value of annual contract in favour of Principal, Kirori Mal College, and Delhi from a

Nationalized/Scheduled Bank after award of the work. This will be Security Deposit, after which performance Guarantee money may be released.

13. Enhancement in Administrative/Service charges, on any ground will not be entertained during the tenure of the contract.
14. The Security Guards/Supervisors engaged by the Agency shall strictly follow the discipline/ security rules of the College.
15. In case any of the security personnel so deployed by the Agency does not perform duties properly or indulges in any unlawful activities, riot, or disorderly conduct, the Agency shall withdraw such security personnel from the campus within 24 hours and provide replacement.
16. In case of theft cases, Security Guards shall report the matter to the Supervisor of the Company/Agency and he will inform the Care taker in writing immediately.
17. The contractor shall also be fully responsible for any loss of materials or property attributable to the negligence or failure of the security personnel in complying with his assigned duties. All such losses suffered by the college shall be compensated fully by the contractor. The decision of Principal Employer in this regard shall be binding on the contractor.
18. The agency on award of work has to maintain all the relevant records, and documents as required by the Labor Department, Regional P.F. Commissioner and ESI or other local bodies as per the existing rules or as amended from time to time. Such records as mentioned above shall be made available to the college authorities. The EPF, ESI and other statutory deductions will also have to be deposited directly by the contractor to the concerned authorities. The receipt should clearly indicate name of work and list of workers with their names, durations and other required information. In case, the contractor fails to submit the original receipt for Statuary deductions, the same shall be withheld from the R/A bills of the agency as per law, and mandatory provision of EPF, ESI organization.
19. The college will deduct such statutory deductions like Income Tax, Labor Cess etc., as applicable from the running and final bills of the agency as per statutory provisions and mandatory norms applicable and amended from time to time.
20. In case of any violation of statutory provisions under extant Labor Laws & Social Security Litigation by the contractor or his staff, there will not be any liability on the Principal Employer. The contractor shall be held wholly responsible legally and he will be liable to be prosecuted as per the Laws of the Land in the appropriate Court of Law. The agency shall be the employer under all labor litigations i/c Industrial Dispute Act, ESIC Act, Bonus Act, Payment of Gratuity Act etc. Kirori Mal College, Delhi shall not be responsible fully or partially to any dispute in any way, that may arise between agency and his workmen (Security Personnel).
21. The Principal Employer reserves the right to terminate the contract without assigning any reason by giving one month prior notice to the contractor regarding its intention

to do so and on the expiry of the said period of notice, the contract shall come to end without prejudice for any right of remedy.

22. The agency shall comply with all the provisions of the minimum wages Act, 1948, and Contract Labour (Regulation & Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

Principal
Kirori Mal College, Delhi

(Specimen copy)

AGREEMENT FOR ROUND THE CLOCK SECURITY SERVICES

This AGREEMENT made on this day of _____ Between the Kirori Mal College, University of Delhi, Delhi-110007 (hereinafter referred to as college) the ONE PART.

And M/s _____ at _____

(Herein after referred to as Agency) the OTHER PART.

WHEREAS the Kirori Mal College is desirous of signing a contract for the security services at college Campus and whereas the Agency has offered to provide the security arrangement on the terms and conditions herein after stated in the tender document.

WHEREAS Agency has represented that he is a registered Agency under The Private Security Agencies (Regulation) Act, 2005 and also under the Contract Labor (Regulation and Abolition Act.), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment there to for the purpose of entering into and/or execution of this contract shall be carried out by the Agency at its own expenses, etc. and the Agency shall report the compliance thereof to the College.

The Agency shall be solely liable for any violation of the provision of the said Act or any other Acts.

WHEREAS University has agreed to award the contract of providing security services for watch and ward of the land/ buildings and properties handed over to the agency for the purpose.

B. MODALITIES OF CONTRACT

1. This contract is of the nature of service contract for a specified period and not labor contract.
2. The responsibility of the Agency and schedule of fulfillment there of shall be as per Terms & Conditions of the Agreement.
3. Monitoring of the implementation of the terms and conditions and the work assigned shall be done by the Kirori Mal College, DU through its designated officer/officers/committee and deductions.

C. AGENCY'S OBLIGATIONS

1. That the Agency shall provide security and keep watch and ward of the land and properties as detailed in Annexure V and on any other property, as may be required by the college.
2. That for performing security duties, the Agency shall deploy persons round the clock in eight hours shifts only. The Agency shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. The Agency shall engage medically and physically fit persons preferably in the age group of 30 to 55 years for security duties. The security agency will provide trained and experienced security guards and supervisors. The security guards having matriculation/Xth Pass qualification from any recognized board and equivalent shall be placed in the semi-skilled category. The security supervisors having Intermediate/XIIth qualification with minimum three years of experience in reputed organization of security sectors shall be placed in the skilled category.
3. That the Agency shall submit details of the names, parentage, residential address, age, a passport-size photograph, police verification etc. of the persons deployed by him in the premises of the College for the purpose of proper identification of the employees of the Agency deployed at various points.
4. That the Agency shall ensure that the persons so deployed do not allow any property of the College to be taken out of the premises without a Gate Pass signed by the designated officials of the College.
5. The Agency shall report promptly to Principal/designated Officer of the College, any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the Agency to ensure security and safety of all the property and assets moveable and immovable of the college and if there is any loss to the college on account of dishonesty, and/or due to any lapse on the part of the Agency or its worker, the Agency shall make good on demand the loss to the College.

6. That the Agency shall at its own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to college and shall comply with the statutory provisions of Contract Labor (Regulation & Abolition) Act, 1970; Employees State Insurance Act, Employees Compensation Act, 1923, payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965. The Minimum Wages Act, 1948, Employment of Children Act, 1938 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the College indemnified from all acts of omission, fault, breaches and/or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Agency's failure to fulfill any of the obligations here under and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these the college shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the Agency's monthly payments.
7. That the Agency shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at college in their respective names before submitting the bill for the subsequent month. In case the Agency fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till submission of required documents. The agency shall comply with all the relevant rules and regulations as laid down by G.O.I. for ESI/ EPF etc.
8. That the Agency shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rules 1950 framed there-under, as amended from time to time. The Agency shall pay monthly wages to the workers at the rate of minimum wages fixed by the Government of National Capital Territory of Delhi (GNCTD).
9. That the Agency shall be required to maintain permanent attendance register/roll within the building premises which shall be open for inspection and checking by the authorized officers of the college.
10. That the Agency shall make the payment of wages, etc. through Bank only to the persons so deployed and shall on demand furnish copies of wages register/ muster roll, copies of Bank Statements/ Passbook etc. to the College for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Agency to ensure fulfilling its commitments towards employees so deployed under various Labor laws, having regard to the duties of College in this respect as per the provisions of Contract Labor (Regulation and Abolition) Act, 1970. The Agency shall comply with or cause to be complied with the Labor regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages and terms of employments, inspection and submission of periodical returns.
11. It will be prime responsibility of the service provider to disburse the wages to their Security Guards and Supervisors on or before 10th day of every month. The agency will raise the bill after the payments have been made to the Security Guards/ Supervisors. In case of any delay in payment of wages to the Security Guards/ Supervisors a penalty of Rs.1000/-per day from 11th day onwards shall be imposed.

12. The Agency will comply with all the provisions of Private Securities Regulation Act, 2005.
13. That the uniforms supplied by the Agency at its own cost to the persons deployed for this work shall include army-cut, anklets, ankle boots, web belt (with baton strap), baton beret with ceremonial heckle, whistle, loaded torches etc. The seasonal equipment such as Jerseys, grey coats in winters and raincoats in monsoon shall also be provided by the Agency at its cost and college shall have no liability whatsoever on this account.
14. The Agency shall take all reasonable precautions to prevent any unlawful riots or disorderly conductor acts of the employees so deployed and ensure preservation of peace and protection of persons and property of the college.
15. That the Agency shall deploy persons in such a way that they do not violate relevant provisions of Delhi Shops and Establishment Act. The Agency shall in all dealings with the persons in its employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Agency committing a default or breach of any of the provisions of the Labor Laws including the provision of Contract Labor (Regulation Abolitions) Act, 1970 as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to the college a sum as may be claimed by the college.
16. During the notice period of termination of the contract in the contingencies contemplated above, the Agency shall keep on discharging its duties as before till the expiry of notice period.
17. It shall be of the duty Agency to withdraw all the deployed persons on expiry/ termination of the contract and will ensure that no person creates any disruption/ hindrance or problems of whatsoever nature to college.
18. TDS will be recovered from the Agency's on monthly bill as per the Govt. of India's order and necessary TDS certificate will be issued to him as a proof of having deducted the tax.
19. The Agency should not allow security personnel to conduct any unlawful/union activities in the campus of college.
20. The manpower deployed by the Agency are employees of the Agency and they have no right to claim for any compensation or regular employment in the college. The college does not own any responsibility/ liability whatsoever either for absorption/continuation or for regularization or compensation etc. on whatsoever grounds and/or reasons. The Agency should provide a copy of appointment order issued to the workers.

21. All disputes arising from this contract in respect of personnel posted at college concerning their wages or any other matter connected with their service conditions under relevant Labor Laws are solely and wholly the responsibility of the Agency. The college will be free from all encumbrances either from the Government or from any other sources.
22. The Agency has to give an undertaking that they will not appoint any worker who has worked at the site of the college under any such contract in the last three years.
23. The agency will be responsible for leave, replacement and other welfare measures for the security guards and other supervisory staff.
24. The Agency shall issue identity cards/name badges to the staff/security guards/supervisors duly signed by the agency. The identity card shall bear:
 - i) Agency's name and address
 - ii) Name of the Security Guard/Supervisor
 - iii) Validity period etc.
 - iv) Photograph of employee
25. The Agency shall keep the college indemnified against all claims of whatsoever nature in respect of the security personnel deployed by the Agency and any financial or any other liability.
26. Agency will provide a baton, torch, whistle etc. to Security Guards.
27. Agency will depute adequate staff (guards) so that no guards are put on double duty.
28. The Agency will make necessary provisions for giving weekly off to every guard on duty.
29. The agency will arrange Q.R.T.Van
30. The agency will arrange Metal Detectors (Hand).
31. The agency will arrange Walky-Talky Set per point.
32. That on taking over the responsibility of providing security arrangements, the Agency shall formulate the mechanism and duty assignment of Security personnel in consultation with the college. Subsequently, the Agency shall review the security arrangement from time to time and advise the college. The Agency shall further bound and carry out the directions/instructions given by the college in this respect from time to time.
33. That in case if the services of the Agency is not found effective and satisfactory, Agency shall immediately initiate steps for improvement of the services as per the requirement of the college.
34. That the agency shall furnish a satisfactory certificate on prescribed format from concerned HoD(s)/ Dean(s) and Office-in-Charge of the Department for satisfactory services every month along with the bills.
35. The agency shall ensure that no person who has been booked for any criminal case is deployed in the college.

D.COLLEGE 'S OBLIGATIONS

1. That in consideration of the service rendered by the Agency or as stated above the agency shall be paid amount as per the approved financial bid and revision of rates as applicable as per the notification of the Govt.of NCT of Delhi from time to time. Such payment shall be made on the basis of the bills raised by the Agency and duly certified by the Care taker of the college.
2. That payment on account of enhancement/ escalation of charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by the college to the Agency.
3. That the college shall pay the amount of Goods & Service tax payable, if any under the relevant Act/Rules/Orders of GOI/State Govt., on account of the services rendered by agency.
4. The security deposit will be refunded to the Agency within three month of the expiry of the contract only on the satisfactory performance of the contract.

E. COMPLETION

- The WORK shall be deemed to have been completed on expiry of period of this contract. The release of final payment to the CONTRACTING AGENCY/ CONTRACTOR by the college shall be made after three months.

F. FORCEMAJURE

- Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force major events such as but not limited to Acts of God, war, flood earthquake, strike, lockouts, epidemics, riots, civil commotion, etc., provided on the occurrence and cessation of any such events, the party affected there by shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

G.INDEMNIFICATION

1. That the Agency shall keep the college Indemnified against all claims whatsoever in respect of the employees deployed by the Agency. In case any employee of the Agency so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Agency to contest the same. In case college is made party and is supposed to contest the case, the college will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Agency to college on demand. Further, the Agency will ensure that no financial or any other liability comes on college in this respect of any nature whatsoever and shall keep college indemnified in this respect.

2. The Agency shall further keep the College indemnified against any loss to the College property and assets. The College shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Agency under this contract.

H.PENALTIES/LIABILITIES

1. That the Agency shall be responsible for faithful compliance of the terms and conditions of this agreement and the obligations as given under Clause-„C“ “Obligations of the Agency”. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the security services may be arranged from another agency at risk and cost of the agency.
2. That if the Agency violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of college, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
3. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Agency and/ or loss/ damage if any, sustained by the college on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Agency.

I.COMMENCEMENT &TERMINATION OF AGREEMENT

1. The Agreement shall be effective from the date of acceptance of the offer as shown in the letter of acceptance of offer and award of work issued to CONTRACTING AGENCY/CONTRACTOR and shall remain in force for a period of [12months] from the said date.
 2. The Agreement shall be deemed to expire on completion of the period, as agreed to in the said agreement unless extended by both the parties on mutually agreed terms and conditions.
 3. During the tenure of the Agreement, parties here to can terminate the Agreement either for breach of any of the terms and conditions of this Agreement or otherwise by giving a one month notice in writing to the defaulting party. Failure of either party to terminate the Agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this Agreement.
1. The contract can be extended for one more year on the same rates and terms & conditions provided both party agree and give mutual consent for the same.
 2. In this event of termination of the Agreement vide provision at F (iii) the rights and obligations of the parties there to shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by INDENTING OFFICE.

J.AMMENDMENTS TO THE AGREEMENT

- No amendment or modification of this Agreement shall be valid unless the same is made in writing by both the parties and their authorized representatives and specifically stating the same to be an amendment of this Agreement. The modifications/ changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

K.DISPUTE SETTLEMENT/ ARBITRATION

- In the event of any question/ dispute/ difference between the parties arising out of or in connection with the terms and conditions of this Agreement such dispute or differences shall be referred to the sole arbitration of the principal, college or his nominee. The decision of the arbitrator shall be final and binding on both the parties.
- The Arbitrator may give interim award(s) and/or directions, as may be required.
- Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made here under and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

L.JURISDICTION

- For arbitration and all other related matters, the jurisdiction for the purpose shall be Delhi.

IN WITNESS WHERE OF the parties here to have signed these papers on the date, month and year as mentioned here under.

Party

For and on behalf of
Kirori Mal College
University of Delhi,
Delhi-110007

WITNESS

For and on behalf of the Agency.

1.

1.

2.

2.

Work Experience Certificate

This is to certify that M/s.....
.....has been working/ worked since.....and deployed numbers of
Security Guards.....and Security Supervisors.....and contract value
of the security service is.....The agency has been performing/performed
Its duties satisfactorily. No penalties or recoveries have been/ was imposed on the
agency for security lapses and complaints.

Signature:

Name:

Designation:

Institution:

Tel.No. Mob.

No.:

E-Mail:

Annexure IX

Details of the Working Security Guard with EPF Number

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

UNDERTAKING

I the under signed as the authorized signatory here by submit this Undertaking stating that I have carefully read all the terms and conditions as given in the tender document and agree to the terms and conditions, scope of work, Agency's & college's obligation, Penalty clause and all other conditions as mentioned in the said tender document. The agency will abide by all the terms and conditions stipulated in the said tender document if we are awarded this tender.

Signature :

Name :

Designation :

(With Seal of the Agency)