



No. AUD/1-10 (118)/ Admin/ 2017/Security /

Dated : 03.05.2017

To,

Subject: Notice Inviting Tender for Providing Security Services in various campuses of Ambedkar University Delhi

The Ambedkar University Delhi (AUD) invites sealed quotations from competent Security Agencies for engaging security guards (of whom minimum 25% should be ex-serviceman), to be deployed in three shifts of eight hours each, from reputed agencies having valid registration from competent authority to run the security agency and business in Delhi. The quotation is required to be submitted in a sealed cover addressed to the Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 so as to reach us on or before 24-05-2017 up to 03.00 pm, duly superscribing the work i.e “**Technical bid for providing security services at Ambedkar University Delhi**” & “**Financial bid for providing security services at Ambedkar University Delhi**” on top of the cover.

Tender form can be downloaded from our website ‘www.aud.ac.in’. Clarifications, if any, may be sought from the AUD Admin Division on Telephone No 23863655. Bidders should read the tender document carefully as enclosed and comply strictly with the terms and conditions before sending their bids.

Sd/xxxxx
Deputy Registrar (Admin)

Copy forwarded for information to:-

- 1- Registrar, Ambedkar University Delhi
- 2- Controller of Finance, Ambedkar University Delhi

TENDER DOCUMENT

NAME OF WORK: FOR PROVIDING SECURITY SERVICES AT AMBEDKAR UNIVERSITY DELHI



AMBEDKAR UNIVERSITY DELHI

Lothian Road, Kashmere Gate, Delhi - 110006

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SECTION - 1

NOTICE INVITING TENDER

1.1 Sealed Item Rate tenders are invited in two parts: (i) Technical Bid plus EMD and (ii) Financial Bid for providing Security Services at Ambedkar University Delhi, from eligible Bidders having experience of similar work and fulfilling other requirements as per eligibility criterion stipulated in the tender document. The Bidder shall be responsible to provide Security Services at Kashmere Gate, Karampura and Lodhi Colony campuses of AUD. The Contractor may also be required to safeguard any other campus/ land of AUD.

1.1.1 Bids are invited from reputed Security Agencies for engaging security guards, to be deployed in three shifts of eight hours each, having valid registration issued by competent authority to run the security agency business in Delhi.

1.1.2 All Supervisors and gunman should be ex-servicemen (ESM). Minimum 25% of the guards should be ex-servicemen. Minimum one third of the Non-ESM guards should have experience of serving in security industry for more than 5 years. The Firm should submit documentary proof in support.

1.1.3 Bidders are advised to study the tender document carefully before submitting the bid form. It will be presumed that the Bidder has considered and accepted all the terms and conditions of this tender. No enquiry, whatsoever verbal or written, shall be entertained in respect of acceptance/ rejection of the tender. Bids must be unconditional.

1.2 Eligibility Criterion:

1.2.1 The Bidder must have successfully carried out minimum five works of providing security services (with at least 50 security guards in each work) in Central/ State Govt. Departments, Semi-Govt. Organizations, Universities/ Institutional Campuses or reputed private institutions having a campus / office area of 4 acres and above during the last five years.

1.2.2 The Bidders must have a valid license under the Contract Labour (Regulation & Abolition) Act 1970.

1.2.3 The Bidder should have valid Permanent Account Number (PAN), Service Tax Registration Number, Registration No. of the Agency/ Firm, Provident Fund Registration Number, ESI Registration No. and License Number under Contract Labour Act.

1.2.4 The Bidder should provide information about all works involving deployment of more than 50 security guards (combined in all the shifts per day), carried out by the Firm in

the last five years in the Technical Bid. A work satisfactory certificate from all those organizations/ employers shall be obtained in the format attached at Annexure III.

1.2.5 The Bidder should have an annual turnover of Rs one crore in each of the last three years.

1.3 Submission of Tender

1.3.1 The tender shall be submitted in two parts **in separate sealed envelopes**:

- (a) Technical Bid + Earnest Money Deposit
- (b) Financial Bid

These two envelopes may be then kept in a single envelope, marking **“Tender for providing security services at Ambedkar University Delhi”** on top of the cover.

1.3.2 Technical Bid:

The Technical Bid will be submitted in the proforma attached as Section-6 along with all the required documents as per the Eligibility Criterion laid down in a sealed envelope.

1.3.3 The Bidder shall enclose the following visible and duly signed documents with the Technical Bid as per proforma in Section-6:

- a. Details of minimum five works of security services with at least 50 security guards in each work as stipulated in the eligibility criterion.
- b. Certificates of satisfactory completion of all the works involving deployment of more than 50 security guards, carried out by the Firm in the last five years.
- c. Valid Registration Certificate as well as license under the Contract Labour (Regulation & Abolition) Act 1970.
- d. Proof showing P. F. code No. with 6A, 12 A Certificates.
- e. Proof showing E.S.I. code No. with copy of last six monthly returns submitted to ESI.
- f. Copy of Registration certificate for Service Tax.
- g. Copy of license obtained under The Private Security Agencies (Regulation) Act, 2005.
- h. Copies of IT Returns/ audited accounts statement of the last three years.
- i. Duly signed AUD tender document.
- j. Earnest Money Deposit.

1.3.4 The Bidder shall submit an undertaking with the Technical Bid that he or his Firm has not been black listed by any of the Department/ Organization of the Government of India/ Government of NCT of Delhi/ PSU/ Private Organisation and no criminal case is

pending against the said Firm on the date of submission of this bid as per format given in Annexure -II.

1.4 Financial Bid:

The Financial Bid quoting the total monthly amount for providing security services with item-wise break-up, by including all mandatory, statutory payments including other percentage/ expenses will be submitted in the Bill of Quantities in a **separately sealed envelope as per Section-7**.

1.5 Submission of Tender

Sealed tenders in **two separate covers** superscribed on them (1)“Technical Bid + EMD for Security Services” and (2)“Financial Bid for providing Security services” should be submitted to the “**Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006**”. Tenders will be received up to 3.00 p.m. on 24-05-2017 and only Technical Bid will be opened at 3.30 p.m. on the same day in the presence of the Bidders, if any. Only one representative of each Bidder will be permitted at the time of the tender opening. Tenders received after 3.00 p.m. on 24-05-2017, whether sent by post or delivered in person, shall be rejected.

1.6 Earnest Money Deposit

1.6.1 The bid must be accompanied by an Earnest Money Deposit (EMD) / Bid Security of **Rs. 2,00,000/- (Rupees Two Lakh only)**, in the form of Bank Draft/ Pay Order in favour of **Registrar, Ambedkar University Delhi**, which shall be valid for minimum three months.

1.6.2 The Bidder should ensure that the EMD is enclosed with the Technical Bid, failing which the tender will be rejected.

1.6.3 (i) A tender will be rejected and 50% of the Earnest Money forfeited, if the Bidder alters or withdraws his bid after its submission but before the award of work.

(ii) 100% of the Earnest money shall be forfeited if the successful Bidder fails to sign the formal agreement within fifteen days from the date of intimation to that effect or fails to start the work within fifteen days from the date of commencement given in the Work Order. In such a case the work order will also be cancelled.

1.7 AUD reserves the right to accept or reject any tender in part or whole without assigning any reason thereof. Depending on the prevailing requirement, AUD also reserves the right to cancel the tender process at any stage without assigning any reasons.

1.8 Contract Period

The time period for providing Security Services will be 12 (twelve) months from the 10th day of issue of award letter.

1.9 Validity of Tender Bids

The tender bids shall remain valid for 90 days from the date of opening of tenders. Validity beyond 90 days from the date of opening of tender shall be by mutual consent.

1.10 Criterion for Evaluation of Tenders:

1.10.1 The evaluation of the tenders will be made first on the basis of Technical information furnished in form given in Section-6, which is an eliminatory round, and then on the basis of commercial information furnished in the Financial bid given in Section-7. Any inferences drawn by the Bidders or their representatives during the opening of the Technical bid will be their own view and AUD will not be responsible/ required to abide by the same.

1.10.2 It shall be noted that required documents submitted along with the Technical bid will be perused/ examined and in case of any deficiency, the bid will be rejected.

1.10.3 The initial criteria prescribed in Para 1.2 above, in respect of years of operation in the business, experience of similar class of work completed and work satisfactory certificates etc will first be scrutinized and the applicant's eligibility for the work will be determined.

1.10.4 AUD shall obtain feedback from the previous/ present clients of the Bidder and also depute its evaluation committee to inspect the site(s) at present contract(s) for on-the-spot first hand information regarding the quality of services provided by the Bidder, adherence with the labour laws etc, which will form the basis for evaluation of technical bids, other than requirements listed in Para 1.2 above. The decision of the AUD in this regard will be final and binding on all Bidders.

1.10.5 As a part of the process to evaluate the technical bids, the Tender Evaluation Committee may invite the Bidders to make a presentation before it.

1.10.6 The Bidders shall be assessed on the scale given in the table below. The Bidder shall have to score minimum 60% marks in each row and 70% marks overall, in order to clear technical assessment criteria:

Category	Description	Max. Overall Score	Max. Sub Head score
1	Statutory Requirements	50	
	a) Registration Certificate under Shops & Establishment Act		5
	b) License from Regional Labour Commissioner		10
	c) License obtained under Private Security Agencies (Regulation) Act		10
	d) E.S.I. last six monthly returns		10
	e) Service Tax No., PAN No.		5
	f) License from Regional Labour Commissioner		5
	g) Annual turnover		5
2	Past performance Record		50
	a) No. of similar assignments executed in last 5 years	10	
	b) Clients satisfactory certificates	20	
	c) Field visit by Tender Evaluation Committee	20	
	Total	100	100

1.10.7 At the time of opening of financial bids, the price of each bidder shall be read out on the spot. However, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/ correction of arithmetical errors in the financial bid, if any.

1.10.8 The bidder is required to quote prices for all category of Guards/ Supervisors listed in Financial bid proforma. The sum total of rates shall be considered to ascertain L1 Bidder.

1.10.9 Merely becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure by the Tender Evaluation Committee.

SECTION – 2

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT MADE ON, -----day ofbetween Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 established under Delhi Act 9 of 2007 of Legislative Assembly of National Capital Territory of Delhi (hereinafter referred to as the Employer, which expression shall include its successors and assignees and authorized officers of the University) of the one part and.....address....., (hereinafter referred to as Contractor which expression shall include his heirs, executors, administrators and permitted assignees) of the other part.

WHEREAS the Employer is desirous of getting the work of providing Security Services at campuses of Ambedkar University Delhi and has caused general conditions, special conditions and schedule of quantities describing the work prepared.

AND WHEREAS the said general conditions, special conditions and the schedule of quantities and other documents have been signed by on behalf of the parties.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Contractor shall upon and subject to the conditions hereinafter contained execute and complete the work at the rates specified in the attached schedule of quantities and with such manpower & materials as are provided for and in accordance in all respects with the conditions, specifications and instructions in writing.
2. The Employer shall pay to the Contractor such sums as shall become payable at the time and in the manner specified in the said conditions.
3. This agreement contains the following documents in addition to articles of agreement.
 - (i) Original tender documents.
 - (ii) Other correspondence leading to the acceptance of tender.
 - (iii) Letter of acceptance of tender.
4. Upon breach by the Contractor of any of the conditions of the agreement, the Employer may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the AUD to claim damages for antecedent breaches thereof on the part of the Contractor and also to reasonable compensation for the loss occasioned by the failure of the Contractor to fulfill the agreement as certified in writing by the Employer, which

certificate shall be conclusive evidence of the amount of such compensation payable by the Contractor to the AUD.

5. Upon the determination of this agreement whether by effluxion of time or otherwise, the security deposit shall after the expiration of two months from the date of such determination be returned to the Contractor but without interest and after deducting there from any sum due by the Contractor to the Government under the terms and conditions of this agreement.
6. This agreement shall remain in force until the expiry of 12 months from the date of entering into the Contract but the Employer may cancel the Contract at any time upon giving one month's notice in writing without compensating the Contractor.
7. The Employer may give notices in connection with the Contract. In consideration of the payments to be made by the AUD, the Contractor hereby covenants with the AUD to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.
8. If subject to circumstances beyond control (Force Majeure) the Contractor fails to deliver the services in accordance with the conditions mentioned in the tender, the Employer shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the Contract in respect of the consignment not yet due for delivery, or to cancel the Contract.
9. In the event of action to be taken, the Contractor shall be liable for any losses, which the Employer, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Signed:

For and on behalf of
Ambedkar University Delhi

Authorised Signatory

Witness 1 _____

Witness 2 _____

For and on behalf of
M/s _____
Authorised Signatory

Witness 1 _____

Witness 2 _____

SECTION – 3

SCOPE OF WORK

3.1 Name of Work

Providing security services in Kashmere Gate, Karampura and Lodhi Colony campuses of Ambedkar University Delhi. The Contractor may also be required to safeguard any other campus/ land of AUD.

3.2 Scope of Work

The Contractor will be required to provide security services for the protection of property/ campus against theft, pilferage, fire etc. He/ she shall also be responsible for safety of manpower, guiding visitors to the concerned officials, regulating entry of unwanted visitors/ salesmen for maintaining office decorum, and maintenance of visitor register. Further, the duties will include:

- (i) To regulate the entry and exit of persons and vehicles.
- (ii) Round the clock patrolling of the campus.
- (iii) Checking of gate passes and allowing the exit of material accordingly.
- (iv) Enable and disable entry/ exit into rooms, buildings and premises as per the laid down instructions.
- (v) Maintain Diary to note all important events/ happenings/ information received/ passed to the management.
- (vi) Responsible to prevent thefts of easily movable items such as Office Documents, IT Equipment, Projectors, Fire Extinguishers, Bathrooms Fittings, ACs, Fans, Furniture Items, Telephone Instruments and other property.
- (vii) Fire prevention, fire fighting and disaster response.
- (viii) Ensure that all the electrical equipments/ instruments/ lights and fans are switched off at the time of closure of rooms.
- (ix) To attend telephone calls after office hours and guide the callers accordingly.
- (x) To prevent entry of stray animals like dogs etc.

3.3 Whenever additional manpower is required, the Contractor will have to arrange it on the wage rates, statutory charges etc. as quoted by him/ her in the tender.

3.4 The total number of Guards & Supervisors to be deployed in these campuses shall be intimated at the time of award of work.

SECTION – 4

GENERAL CONDITIONS OF THE CONTRACT

4.1 Interpretation

In construing the contract documents, Notice Inviting Tender, Articles of Agreement, Scope of Work, General Conditions of Contract, Special Conditions of Contract and Financial Bid, the words given below shall have the meaning herein assigned to these except where the subject or context otherwise requires. This contract shall comprise all that is contained in the agreement and including those to which reference is made herein.

4.1.1 **Employer:** shall mean Ambedkar University Delhi through its Registrar or any officer authorized by the Registrar for the purpose and shall include its successors and assignees.

4.1.2 **Work or Works:** shall mean all work or works defined in schedule of quantities, specifications and such other work or works as the Contractor may be entrusted with for carrying out under this contract.

4.1.3 **Officer-In-Charge:** shall mean the Officer designated by the Employer to superintend and perform other duties as indicated in the contract.

4.1.4 **Contractor:** shall mean the Individual or Firm or Company, whether incorporated or not, undertaking the work and shall include the legal personal representative or such individual or the persons composing such Firm or Company or the successors of such Firm or Company or heirs, executors, administrators and the permitted assignees of such Individual or Firm or Company.

4.1.5 **Site:** shall mean the site of the contract work including any buildings and erections thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by the Employer or the Officer-in-Charge for the Contractor's use.

4.1.6 **Compensation:** shall mean all sums payable by way of compensation under any of the conditions and shall be considered as reasonable compensation without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained. Words imputing persons include Firms and Corporations, words imputing the singular only also include the plural and vice versa where the context so requires. The headings are given to the clauses for convenience and will not limit the meaning or scope of the clauses in any way.

4.2 Inspection of Site

Before tendering, the Bidder shall inspect the site to fully acquaint himself/ herself with the condition with regard to accessibility of site, nature and extent of site, working

conditions, conditions with respect to site and locality, conditions affecting accommodation and movement of staff or any other conditions etc. for the satisfactory execution of the work.

4.3 Sufficiency of Tender

The Bidder shall be deemed to have satisfied himself/ herself before tendering as to the correctness and sufficiency of the tender for the work and of the rates and prices quoted in the schedule of quantities, which rates and prices shall, except as otherwise provided cover all obligations under the contract and all matters and things necessary for the proper execution of the work.

4.4 Opening of Financial Bids

Financial bids of only those Bidders will be opened who are found meeting all the requirements as per the Technical Bid.

4.5 Rates in Figures and Words

The Bidder shall quote rates both in figures and words and shall work out the amount for each item of work. On checking, if it is found that there is difference between the rates quoted in figures and in words or in the amount worked out, the following procedure shall be followed:

- a. When there is a difference between the rate in figures and in words, the rate which corresponds to the amount worked out shall be taken as correct.
- b. When the amount of an item is not worked out or it does not correspond with the rate written either in figures or in words, the rate quoted in words shall be taken as correct.
- c. When the rate quoted by the Bidder in figures and in words tallies but the amount does not correspond with the rate, the rate shall be taken as correct.
- d. When no rate has been quoted for an item, leaving space for quoting rates in figures, words and amount blank, it will be considered that the Bidder has included cost of this item in other items and rate for such item will be considered as zero and work will be required to be executed accordingly.

4.6 Refund/ Adjustment of Earnest Money

The earnest money of the unsuccessful Bidders will be refunded after award of the contract. The Earnest Money of the successful Bidder will be adjusted against performance guarantee as per clause 4.7.

4.7 Performance Guarantee

The successful Bidder will be required to submit a performance guarantee equivalent to 5% of the contract value by way of Demand Draft/ Fixed Deposit Receipt (FDR)/ Bank-Guarantee from a nationalized Bank in favour of "Registrar, Ambedkar University Delhi", payable at New Delhi which will be valid for 3 months beyond the contract period. Demand Draft/ Bank Guarantee/ FDR will be required to be furnished within two weeks from the date of award of contract, failing which the work award order is liable to be cancelled. The proforma for Performance Guarantee is attached as Annexure –II.

4.8 Assignment or Sub Letting or Change in Firm's Constitution

The contract shall not be assigned or sublet without the written permission of the Employer, and if the Contractor shall assign or sub-let his contract or attempts to do so or becomes insolvent or commences any insolvency proceedings or make any composition with his creditors or attempts to do so or if any employee or person of Employer's organization shall become in any way directly or indirectly interested in the contract or in the case the Contractor is a partnership firm and changes its constitution without the written permission of the Employer or in the case the Contractor is an individual or Hindu Undivided Family business concern and enters into any partnership agreement, without written permission of the Employer and/or this partnership agreement would have the right to carry out the work undertaken by the Contractor, the Employer shall have powers to take action specified in clause 4.22 of General Conditions of Contract.

4.9 Audit and Technical Examination

The Employer shall have the right to cause audit and examination of the work and the final bill including all supporting vouchers, abstract etc., to be made after payment of the final bill and if as a result of such audit and examination any sum is found to have been overpaid in respect of any work done or any work claimed to have been done but found not to have been done, the Contractor, shall be liable to refund the amount of overpayment and it shall be recovered from the security deposit or the sum already due or likely to become due or any other manner legally permissible and if it is found that the Contractor was paid less than what was due to be paid in respect of work executed by him/ her, the amount of such underpayment shall be duly paid by the Employer to the Contractor.

4.10 Registrar, AUD does not bind himself/ herself to accept the lowest tender and reserves the right to reject or accept, in part or full, any or all the tenders received without assigning any reasons.

4.11 Canvassing in connection with the tender is strictly prohibited and the tender of anyone resorting to canvassing shall be liable for rejection on that ground alone.

4.12 The Bidder shall specifically declare whether he is related to any official of AUD. The Firm will immediately inform AUD in the following cases:

- I. If the Firm employs any relative of an AUD employee.
- II. In cases of any potential conflict of interest with the University.

4.13 The tenders should be unconditional. Any tender with conditions will be summarily rejected.

4.14 The tender document duly signed on all pages shall be submitted otherwise it is liable to be rejected. The Agency submitting the tender would be presumed to have considered and accepted all the terms & conditions of this tender.

4.15 The Bidder should invariably mention valid registration number in all their correspondence.

4.16 Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to be rejected.

4.17 TDS/ Income tax etc. are to be deducted at source from the monthly claim/ bill of the Contractor, as admissible under the rules.

4.18 The Contractor should submit the proof of his running office at Delhi with telephone facility for the smooth functioning of the contract.

4.19 The above contract shall be subject to the jurisdiction of Courts at Delhi/ New Delhi.

4.20 The manpower shall be deployed in 8 hours shifts on all 7 day a week basis. Weekly off shall be given to all employees. There shall be no over time deployment, failing which necessary deductions will be made from the monthly bills of the Contractor.

4.21 The Contractor shall abide by all the provisions and rules of Private Security Agencies (Regulation) Act, 2005 and Delhi Private Security Agencies (Regulation) Act, 2009. The Contractor shall have to submit the EPF account number, ESI Card and also the proof of having deposited that amount of contribution claimed by him/ her on account of ESI and EPF towards the manpower deployed at AUD occupied buildings in their respective names to the security in-charge AUD or the official authorized by the Registrar, AUD, before submitting the second monthly bill onwards, failing which the amount claimed towards ESI and EPF contribution will be withheld till submission of the required documents.

4.22 When Contract Can Be Determined

4.22.1 Subject to other provisions contained in this clause, the Employer may, without prejudice to his any other rights or remedy against the Contractor in respect of

any delay, inferior services, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the Contractor having been given a notice in writing by the Employer to rectify, any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the Contractor without reasonable cause delays or suspends the execution of work or has failed to proceed with the work with due diligence so that in the opinion of the Employer (which shall be final and binding) he/ she will be unable to provide his/ her services in future.
- (iii) If the Contractor persistently neglects to carry out his/ her obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract.
- (iv) If the Contractor shall offer or give or agree to give to any person in Ambedkar University Delhi or to any other person on his/ her behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Ambedkar University Delhi.
- (v) If the Contractor enters into a contract with Ambedkar University Delhi in connection with which commission has been paid or agreed to be paid by him/ her or to his/ her knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Employer.
- (vi) If the Contractor obtains a contract with Ambedkar University Delhi as a result of wrong tendering or other non-bonafide methods of competitive tendering or any other malpractice.
- (vii) If the Contractor being an individual, or a Firm and any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his/ her estate made against him/ her or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his/ her creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his/ her estate or if a trust deed be executed by him/ her for benefit of his creditors.

- (viii) If the Contractor being a company passes a resolution or the court makes an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

4.22.2 When the Contractor has made himself/ herself liable for action under any of the cases aforesaid, the Employer shall have powers:

- (i) To determine the contract as aforesaid of which termination notice in writing to the Contractor under the hand of the Employer shall be conclusive evidence. Upon such determination, the earnest money deposit, security deposit already recovered and performance guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
- (ii) After giving notice to the Contractor to measure up the work of the Contractor and to take over unexecuted work out of his hand for its completion. The Contractor, whose contract is determined, shall not be allowed to participate in the tendering process for the balance work.
- (iii) In the event of above courses being adopted by the Employer, the Contractor shall have no claim to compensation for any loss sustained by him/ her by reasons of his/ her having purchased or procured any manpower or materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Officer-In-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

SECTION – 5

SPECIAL CONDITIONS OF CONTRACT

- 5.1** The Contractor shall deploy experienced Ex-Servicemen (ESM) Supervisors, ESM Guards and non ESM Guards for performing the security duty at the Campuses of AUD. Retired employees of the Para Military Forces and Central Armed Police Forces may also be employed in the ESM category. Ex-serviceman/ retired employees of Para Military Forces and Central Armed Police Forces/ trained Security Guards should not be above the age of 60 years and Non ESM Guards deployed should not be above the age of 55 years on the first day of any particular month.
- 5.2** The Contractor shall make security arrangements for proper protection of AUD persons and property etc. The Contractor shall maintain Reception Offices of the University before and after office hours and on closed holidays.
- 5.3** All Guard Supervisors and Gunman should be ex-servicemen. The Supervisors should be minimum of the rank of Havildar or equivalent. Minimum 25% of all guards should be ex-servicemen. Minimum one third of the Non-ESM guards should have experience of serving in security industry for more than 5 years. The Contractor should submit documentary proof in support including copy of service book before an ex-serviceman guard is deployed on duty.
- 5.4** The Contractor shall maintain register for marking the attendance by guards deployed by him/ her, which can be seen/ verified by an authorized officer of AUD periodically. The Contractor shall deploy the required number of guards in each shift or as may be decided by AUD according to exigency of work.
- 5.5** The Contractor shall furnish necessary certificate about police verification of character and antecedents of all the guards to be engaged for security duty. He/ She will also provide a complete list of the Guards to be deployed in this office indicating their names, father's name, local address, permanent home address, Bank Account Number, ESI Number, EPF Number etc to AUD. Any changes in the list will be immediately informed subsequently with all the above details.
- 5.6** The Contractor shall issue photo-identity cards to his guards deployed in the building for performing duty, which will be signed by him/ her and displayed by them on their person while they are in the premises of AUD.
- 5.7** The guards on duty shall be rotated from one shift to another at proper frequency and the Contractor shall maintain a duty roster regarding deployment of guards in each shift which can be seen by an authorized official of AUD periodically.

- 5.8** The Contractor shall be responsible for proper maintenance of decorum, punctuality/ discipline and work output. The guards so deployed should be in a proper and one colour neat and clean well-dressed summer/ winter uniform. Contractor should provide two sets each of summer and winter uniform to the guards along with safety shoes & other items per year. The choice of colour of the uniform will be decided in consultation with AUD.
- 5.9** The Contractor shall make payment of salary through Cheque/ ECS to the guards engaged by him/ her in the premises of the AUD by 5th of the following month and furnish monthly salary slip and bank statement in support of the payment. Wages should be according to Minimum Wages Act and other Statutory Acts applicable for National Capital Region of Delhi.
- 5.10** Terms of payment for wages etc, once decided at the time of the award of the contract and included in the agreement shall not be subject to revision except that payment on account of enhancement/ escalation charges on account of revision of wages by appropriate Govt. from time to time shall be payable by the AUD to the Contractor. The rate contract is for one year and the AUD reserves the right to extend the validity of contract on mutual consent on the same rates and terms & conditions for a maximum of two more years, one year at a time upon the satisfactory functioning of the Contractor.
- 5.11** There shall be three shifts, i.e. (a) 6.00 a.m. to 2.00 p.m., (b) 2.00 p.m. to 10.00 p.m, and (c) 10.00 p.m. to 6.00 a.m. of the next day. Shift timings can be altered with mutual consent. However, the Contractor shall provide complete and continuous security measures round the clock by changing guards in rotation or replacement.
- 5.12** The Contractor shall provide at his own cost to his security guards on duty lathis (sticks) of adequate size, working torches, whistles etc. to enable them to perform their duties efficiently and effectively particularly during the night. The Contractor will ensure that the torches provided to security guards on duty are always in perfect working condition.
- 5.13** The Contractor shall properly maintain and account for all the items of furniture, registers, etc. provided by AUD.
- 5.14** The Contractor shall ensure the following:
- 5.14.1 No property of AUD premises of any kind is removed by any official/ private person without proper gate-pass issued by the authorized officials of AUD.
- 5.14.2 Any loss/ damage to goods or property of AUD due to negligence on the part of any guards of the Contractor shall be made good by the Contractor within seven days from the date of its communication to him/ her. The Guards in each shift shall maintain a written record of check of all fixed assets/ costly items.

5.14.3 No report for any loss/ damage to property of AUD shall be lodged with the police by the Contractor without written approval of the Registrar, AUD.

5.14.4 The Contractor shall deploy security staff duly trained in fire-fighting or arrange for such training at his expenses within 15 days from the date of award of contract or engagement of security staff. Mock exercise shall also be arranged by him/ her periodically in this regard.

5.14.5 The Contractor shall not deploy/ remove any guards without informing the Security Supervisor, AUD.

5.14.6 AUD reserves the right to ask Contractor to change any guard any time without assigning any reason and the agency is bound to provide a substitute within three hours.

5.14.7 The Contractor should arrange for surprise checks (during day and night) to check the alertness and attentiveness of the security guards.

5.15 The Contractor shall at their own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to AUD and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman`s Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; The Payment of Bonus Act 1965; The Minimum Wages Act, 1948; Employer`s Liability Act, 1938; 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 AUD 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. Contractor`s failure to fulfil any of the obligations hereunder and/or under the said Acts, rules/regulations and or any bye-laws or rules framed under or any of these, the AUD 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 Contractor`s monthly payments.

5.16 No guards will be permitted to use any part of the AUD complex for residential purpose except in exceptional circumstances with the permission of the Registrar, AUD.

5.17 Non-compliance with any of the conditions by Contractor will lead to termination of contract and forfeiture of the amount of performance security deposit as per decision of the authority.

5.18 The Registrar, AUD will have the right to adopt any measures/ set-up system for ensuring proper performance of duty of guards deployed by the Contractor, their being in proper uniforms, equipped with lathis, torches, whistles, punctuality etc.

- 5.19** The Contractor shall be required to sign an agreement on a non-judicial stamp paper of appropriate value for satisfactory performance of security services in AUD campus at Lothian Road, Kashmere Gate, Delhi-110006.
- 5.20** The payment of the security contract will be made on monthly basis on receipt of the Contractor's bill in duplicate, duly pre-receipted on revenue stamp and complete in all respect.
- 5.21** The security shall be provided on all seven days a week. The Contractor has to deploy alternate security guard in place of a Guard, who is on weekly off, for which he/ she has to quote leave relief etc. as admissible under the rules.
- 5.22** AUD will arrange to verify the attendance record of the guards as maintained by the Contractor, daily or at regular intervals as convenient and certify to the correctness of the attendance to avoid any discrepancy in the monthly bills prepared.
- 5.23** If AUD considers that the replacement of a particular person is essential, this will be done by the Contractor immediately on receipt of specific instructions of AUD.
- 5.24** That during the tenancy of this contract, the Contractor will provide, free of any charge, written or verbal advice on improving security in the campus of AUD from time to time and AUD shall consider such advice for implementation or otherwise.
- 5.25** The Contractor will get its employees medically examined once in six months. The fitness certificate will be submitted once before commencement of the contract and thereafter, in the beginning of the seventh month.
- 5.26** The Contractor will submit proof of training provided to his/ her guards, as per the norms of Govt. Of NCT of Delhi issued vide letter No. F.05/72/2005/HP-I/Estt./Pt.F/3568-71 Dated: 05.12.2011, before commencement of the contract. Guidelines with respect to training laid down in the above letter will be strictly followed.
- 5.27** The Contractor shall not charge any amount from the guards for police verification, providing summer & winter uniforms, lathi & other material, medical examination, registering with ESI/ EPFO, making identity cards etc.

5.28 Duties:

5.28.1 Guards

- (i) They shall perform access control at the university/ building entrance.
- (ii) They should be polite, sympathetic, courteous and honest under all circumstances.
- (iii) They shall perform their duties with patience and will give no room for complaint.

- (iv) They shall be responsible for the security of the area under their charge and will be answerable to the AUD for any untoward incident.
- (v) They shall be responsible to protect the AUD property or assets.
- (vi) They shall immediately report to the Security Supervisor, AUD regarding any unusual or suspicious person or activities.
- (vii) They shall attend the inquiry phone installed at Reception and Main Entry Gate after the office hours and holiday.
- (viii) They should look after the biometric attendance system and be responsible of its correct usage and safe custody.
- (ix) They shall properly handover / takeover their charge on change of shift and immediately inform the Security-in-Charge in case of any discrepancy is noticed.
- (x) They shall not permit the visitors to unnecessarily roam around in the building.
- (xi) The Guard Supervisor on duty shall regularly supervise the guards deployed at the main entry gate during his shift. He should keep a watch on the movements of guards as well as visitors and vehicles.
- (xii) They shall perform watch and ward functions including night patrolling on the various points of deployment.
- (xiii) They shall prevent the entry of stray dogs, cattle, antisocial elements, unauthorized persons and unauthorized vehicles into the building/ premises.

5.28.2 Guard Supervisor

- (i) He will ensure that all the instructions laid down in the tender document and contract are strictly followed and there is no lapse of any kind.
- (ii) He will be mainly be stationed at the main gate. But, during the course of his duty, he will take round of the entire campus.

5.29 Arbitration

5.29.1 In the event of any question, dispute/differences arising under this agreement or in connection herewith (except as to matters the decision of which is specifically provided under this agreement) the same shall be referred for the sole Arbitration to the Vice Chancellor, AUD or his nominee. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator, to whom the matter is originally referred to, being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Vice Chancellor, AUD shall appoint another person to act as Arbitrator in place of the outgoing Arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the state at which it was left by his predecessor.

5.29.2 The Arbitrator may from time to time, with the consent of all the parties, enlarge or extend the time for making (and publishing) the award. The Arbitrator may give interim

award(s) and/or directions, as may be required subject to the aforesaid provisions of the the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from the time being in force shall be deemed to apply to the arbitration proceedings under the clause. The venue of the arbitration shall be Delhi.

5.30 Indemnification :

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

5.30.2 The Contractor shall further keep the AUD indemnified against any loss to the AUD property and assets. The AUD shall have further right to adjust and/or deduct any of the amount as aforesaid from the payments due to the Contractor under this contract.

5.30.3 Welfare of the staff including indemnifying them against cases of accident/ death etc while on duty or otherwise will be the responsibility of the security services provider. Claims, if any, will solely be settled by the Firm.

5.31 Penalties/ Liabilities

5.31.1 The Contractor shall be responsible for the faithful compliance of the conditions of contract. Any breach or failure to perform may result in termination of the contract and the forfeiture of the performance security as per clause 4.22 of the General Conditions of Contract.

5.31.2 If the Contractor violates any of the terms and conditions of the work order or commits any fault or the services are not to the entire satisfaction of the officer authorized by the Registrar, AUD, a penalty of up to a maximum of 5% of the total amount of bill for a particular month shall be imposed.

SECTION – 6

TECHNICAL BID PROFORMA

Sr. No.	Documentary Proof (Self attested)	Details	Page/Appendix No. (If attached)
1	Name and address of the Bidder		
2	Proof of incorporation/ inception of the Firm/ Agency		
3	Proof showing P. F. code No. with 6A, 12 A Certificates		
4	Registration for manpower supply / licence to act as Private Security Agency		
5	Copy of license obtained under The Private Security Agencies (Regulation) Act, 2005		
6	E.S.I. code No. with copy of last six monthly returns submitted to ESI		
7	PAN card number		
8	Copies of IT Returns/ audited accounts statement of the last three years		
9	Service Tax		

	registration number with copy of certificate		
10	Proof of registration with the Labour Commissioner under Contract Labour (Regulation & Abolition) Act 1970		
11	Details of five works of Security Services with minimum 50 security guards each with copy of work orders		
12	Certificates of satisfactory completion of all the works involving deployment of more than 50 security guards, carried out by the Firm in the last five years		
13	Details of Earnest Money Deposit		
14	Duly signed AUD tender document		

SECTION – 7

FINANCIAL BID (To be submitted in a separate envelope)

Name of Work: Providing Security Services in campuses of Ambedkar University Delhi

Schedule of Quantities

The Bidder (Contractor) shall deploy guards in three shifts. All Guard Supervisors and Gunman should be ESM. The Supervisors should be minimum of the rank of Havildar or equivalent. Minimum 25% of all guards should be ESM. Minimum one third of the Non-ESM guards should have experience of serving in security industry for more than 5 years.

Ex-serviceman/ retired employees of Para Military Forces and Central Armed Police Forces/ trained Security Guards should not be above the age of 60 years and Non ESM Guards deployed should not be above the age of 55 years on the first day of any particular month. The rates/ amount quoted shall be as per Minimum Wages Rates Act and other statutory rates/ payments including other expenses as applicable in NCR of Delhi. The schedule of rates for each Guard/ Supervisor is as under:

S. No.	Description	Supervisor (Skilled)	Gunman (Skilled)	ESM Security Guard	Non ESM Security Guard
1	Basic pay				
2	Leave relief				
3	ESI (%)				
4	EPF (%)				
5	EDLI (%)				
6	Bonus (%)				
7	Gratuity (%)				
8	Uniform (%)				
9	Admin. Charges (%)				
10	Sub-Total (1-9)				
11	Service charges on (10) including detectable TDS (%)				
12	Total (10+11)				

13	Service Tax as applicable (%)				
14 A	Grand Total in figures (12+13)				
14 B	Grand Total in words				

*Admn charges (%) including:

- i) Winter and summer uniforms (vide Para 5.8 of special conditions of contract)
- ii) Other facilities (torch, lathis, etc) (vide Para 5.12 of special conditions of contract)

** Payment of Bonus:

To be reimbursed by AUD to the Contractor after submission of proof of making payment

Note: 1. Sr. Nos. 3 to 9 to be indicated as % of Sr. Nos. 1 and 2 together.

Note: 2. Sr. Nos. 3, 4 & 5 are mandatory and must be provided as per statutory provisions

Note 3. Except Service and administrative charges at Sr. Nos. 9 & 11, rest all the payments from Sr. No. 1 to Sr. No. 7 are to be paid to the employees by the Contractor through NEFT/ RTGS transfer in their respective bank accounts or to the statutory authorities as applicable in the name of the employee to whom payment is being made.

If any Bidder does not quote as per the rules/ regulations of the Govt of India/ Govt. of NCT of Delhi or provisions of the Contract Labour (R&A) Act 1970, his/ her tender shall be summarily rejected without assigning any reason.

The quoted rates shall include all taxes, duties, VAT, insurance, custom duty etc. as applicable and no extra shall be payable on this account. Vague offers such as transportation charges extra, tax extra etc shall not be accepted. Any extra taxes, duties, levies not written in the above table but written separately at any other place in the bid document shall not be considered and the bidder shall bear it.

DECLARATION:

I accept all the terms & conditions of the tender.

Signature : Name & Designation :

Name of the Firm/ Agency : Seal of bidder :

Date: _____

FORM OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

In consideration of the Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 (established under Delhi Act 9 of 2007 of Legislative Assembly of National Capital Territory of Delhi) (hereinafter referred to as the Employer, which expression shall include its successors and assignees and authorized officers of the University) having offered to accept the terms and conditions of the proposed agreement between the Employer andaddress.....

.....(hereinafter referred to as Contractor which expression shall include his/ her heirs, executors, administrators and permitted assignees) for the work of (Hereinafter called "the said agreement") and having further agreed that on production of an irrevocable bank guarantee for Rs..... (Rupees.....only) as security towards performance guarantee from the Contractor for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (indicate the name of the Bank) (hereinafter referred to as the said Bank) hereby undertake to pay to the Employer the amounts due and payable under this guarantee not exceeding Rs.....(Rupees..... only) without any demur, merely on a demand from the Employer stating that the amount claimed is required to meet the recoveries due or likely to be due from the Contractor. Any such demand made on the said Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

2. We, the said Bank, further undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings 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 thereunder, and the Contractor shall have no claim against us for making such payment.

3. We, the said 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 it shall continue to be enforceable till all the dues or the Employer under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said agreement have been fully and properly carried out by the Contractor, and accordingly discharges this guarantee.

4. We, the said Bank, further agree that the Employer shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers

exercisable by the Employer against the Contractor, and to forbear or enforce any of the terms and conditions 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 Contractor or for any forbearance, act of omission on the part of the Employer or any indulgence by the Employer to the Contractor 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.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor

6. We, the said Bank, lastly undertake not to revoke this guarantee except with the previous consent of the Employer in writing.

7. This guarantee shall be valid up tounless extended on demand by the Employer. Notwithstanding anything mentioned above, the liability of the said Bank against this guarantee is restricted to Rs (Rupeesonly), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday of..... for(indicate the name of the Bank)

UNDERTAKING (To be submitted with Technical Bid)

It is certified that I/ my Firm/ Agency/ Company has/ have never been **black listed** by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or reputed private institutions and no criminal case is pending against the said firm/ agency as on _____.

Signature of the Bidder _____

Name of the Signatory _____

Name of the Firm/ Agency _____

Seal of the Firm/Agency _____

Place:

Date: _____

FORMAT FOR PERFORMANCE CERTIFICATION

(Furnish this information for each individual work involving deployment of more than 50 guards (combined in all the shifts per day) in the last five years, from the employer for whom the work was executed)

1. Name of the Contract and location

2. Agreement no.

a. Scope of Contract

b. Annual Contract Cost

c. Date of start

d. Period

e. Amount of compensation levied, if any

f. Performance Report

(i) Quality of service - Good / Satisfactory/
Unsatisfactory

(ii) Regular payment of wages to guards - Good / Satisfactory/
Unsatisfactory

(ii) Adherence to Labour Laws (including ESI and EPF) - Good / Satisfactory/
Unsatisfactory

(Signature of the Contract Running Authority)

(Seal of the Organization)

Date: