

NOTICE INVITING TENDER
(Revised)

FOR

SECURITY SERVICES
AT
JAMIA HAMDARD



JAMIA HAMDARD
(DEEMED TO BE UNIVERSITY)
ACCREDITED BY NAAC IN A+ CATEGORY
HAMDARD NAGAR, NEW DELHI-110062

TENDER REF. NO. JH/GA/SECURITY/2024

Total Pages: 37

Page 1 of 37

JAMIA HAMDARD
(DEEMED TO BE UNIVERSITY)
ACCREDITED BY NAAC IN A+ CATEGORY
HAMDARD NAGAR, NEW DELHI-110062

NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES

Sealed tenders are invited under Two-Bid system from Govt. registered agencies, fulfilling the eligibility to provide the security services to Jamia Hamdard on prevailing minimum wages as notified by the Govt. of India/Govt. of NCT of Delhi on outsource basis.

The Agencies/Firms may download the tender documents from the University website: www.jamiahamdard.edu

1.	Tender Fee	Rs. 10,000/-
2.	EMD	Rs. 5,00,000/-
3.	Last Date & Time for submission of Bids	09/02/2024 by 5:00 PM
4.	Opening Date & Time for Technical Bids	12/02/2024 by 2:00 PM
5.	Opening Date & Time for Financial Bids	19/02/2024 by 2:00 PM

Both amounts (EMD & Cost of Tender) shall be in the form of Demand Draft in favour of “**Jamia Hamdard**” payable at Delhi and should be submitted along with the technical bid.

Interested agencies may drop the sealed tender document, duly completed in all respect in the tender box placed at Room No. B-7, Central Purchase Section, Jamia Hamdard on or before 02/02/2024 upto 05:00 PM.

REGISTRAR

1. GENERAL:

The present tender is being invited for Security Services under which the contractor will use its best endeavors to provide security of building, equipment, materials and staff working in Jamia Hamdard (Deemed to be University) as well as monitoring and surveillance of its' premises.

2. ELIGIBLE BIDDERS/ELEGIBILITY CRITERIA:

- (i) Security Agency should have a minimum turnover of Rs. 6.0 (Six) Crores during the last 3 (Three) financial years (2020-21, 2021-22 and 2022-23) at the time of filing this bid.
- (ii) The bidder should have the experience of completion of similar works in any of the University/ Autonomous Institutions/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government as follows:-
 - (a) Three similar completed works costing not less than Rs.2.0 crore each or
 - (b) Two similar completed works costing not less than Rs.3.0 crore each or
 - (c) One similar completed work costing not less than Rs.6.0 crore.
- (iii) Should have minimum 3 (Three) years of experience in similar work.
(Certificate issued by Clients regarding such experience must be attached indicating the period of work and performance).
- (iv) Should have minimum average strength of 1000 Security Staff on rolls of the agency in last 3 (Three) consecutive years. **Document duly certify by Chartered Accountant to this effect must be attached for the last 3 (Three) consecutive years (2020-21, 2021-22 and 2022-23)**
- (v) Should have minimum Solvency of Rs.1 (One) Crore, **issued by Nationalized Bank in the name of Jamia Hamdard. (Annexure-III).**
- (vi) The Agency / Firm should possess a valid license granted by Controlling Authority, Home Department, GNCT of Delhi under Private Security Agency Regulation Rules, 2009 and as amended from time to time.

3. INSTRUCTIONS TO THE BIDDER:

3.1 ONE BID PER BIDDER:

Each bidder shall submit only one tender either by himself or as a partner in joint venture or

as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

The bidders have to submit the hard copy of tenders physically or through speed post in single stage process containing Technical bid & Financial bid in the prescribed format.

COST OF BID:

The bidder shall bear all costs associated with the preparation and submission of their bid to Jamia Hamdard (Deemed to be University), New Delhi, (Hereinafter referred to as 'JH'). The bidders clearly mentioning "**TENDER FOR SECURITY SERVICES -2024**" and envelope should be properly sealed and duly addressed to Registrar, Jamia Hamdard will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

3.2 VISIT TO DEPARTMENT:

The bidder is required to provide security services to the JH and is advised to visit and acquaint himself/herself/itself with the security requirements and operational system. The costs of visitingshall be borne by the bidder. **It shall be deemed that the bidder has undertaken a visit to the JH premises and is aware of the operational conditions & its surrounding areas and shall submit an undertaking to this effect along with the tender documents.**

3.3 TENDER DOCUMENTS/CONTENTS OF TENDER DOCUMENTS:

- (i) The bidder is expected to examine all instructions, forms, terms and conditions in the tender document. Failure to furnish all such information as required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's sole risk and shall result in rejection of his/her/its bid.
- (ii) The bidder shall not make any alteration, erasure or obliteration to the text of the tender document and if found doing such acts, then the same shall result in rejection of his/her/its bid besides attracting other legal penalties against him/her/it.

3.4 CLARIFICATION OF TENDER DOCUMENT:

- (i) The bidder shall check all the pages of tender documents and in the event of finding of any discrepancy or missing page(s), the bidder shall inform the office of the Registrar/ In-charge Security, JH.

- (ii) In case the bidder has any doubt about the meaning of anything contained in the tender document, he shall seek clarification from the office of In-charge Security not later than 2 (Two) weeks before last date of submission of bid. Any such clarification, together with all the details on which clarification had been sought, will also be forwarded to all the bidders without disclosing the identity of the bidder seeking such clarification. All communications between the bidder and the Security Department, JH shall be carried out in writing.
- (iii) Except for any such written clarification by Jamia Hamdard, which is expressly stated to be an addendum to the tender document issued by the Office of the Registrar, JH, no written or oral communication, presentation or explanation by any other employee of the Jamia Hamdard shall be taken to bind or fetter the Jamia Hamdard under the contract.

3.5 PREPARATION OF BIDS:

(i) **Language:**

Bids and all accompanying document shall be in English. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

(ii) **Documents Comprising the Bid:**

Tender document issued for the purposes of tendering as described in Clause 3.4 and any amendments issued shall be deemed as incorporated in the Bid.

- (a) The bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid in sealed envelopes clearly marking with the name of the tender.
- (b) One copy of the tender document and addenda, if any, thereto **with each page signed and stamped** shall be annexed to acknowledge the acceptance of the same.
- (c) The bidder shall deposit Bid Security amount (Earnest Money Deposit) for an amount of Rs.5,00,000/ (Rupees Five Lakhs Only) and cost of tender fee (Non-refundable) for an amount of Rs. 10,000/ (Rupees Ten Thousand Only) in the form of an Account Payee DD, in favour of Jamia Hamdard along with the Tender document. The Bid Security will remain valid for a period of 45 (Forty-Five) days beyond the final bid validity period. Bid securities (Earnest Money Deposit) of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 45th day after the award of the contract and without any interest.

- (d) The Bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works, as stated in Clause 2.2(a)(b)(c) and 2.3 completed in preceding 3 (Three) years, which were similar in nature and complexity as in the present contract requiring supply of trained manpower to provide Security Services.

3.6 BID PRICES:

- (i) Bidder shall quote the rates in Indian Rupees for the entire contract on a '**single responsibility**' basis such that the tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the tender document in respect of the Security Services at Jamia Hamdard. This includes all the liabilities of the contractor such as cost of uniform, jacket and identity cards of personnel deployed by the contractor and all other statutory liabilities like minimum wages, ESI, PF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.
- (ii) The rates and prices quoted by the bidder shall be **inclusive of GST**.
- (iii) The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc. The offers of those prospective bidders; which do not meet the statutory requirements are liable to be rejected.
- (iv) Conditional bids/offers will be summarily rejected.

3.7 FORM OF BID:

The form of bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the bidder. If the bidder comprises a partnership firm, consortium or a joint venture, the form of bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated.

3.8 CURRENCIES OF BID AND PAYMENT:

The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

4. DURATION OF THE CONTRACT:

The contract may be valid initially for 1 (**One**) year. JH reserves the right to curtail or to extend the validity of the contract on the same rates and terms and conditions or on an

increased rates and new terms and conditions as deemed fit by the JH and for such period as may be agreed to, if services of the agency is/are found satisfactory. The maximum period of contract will be of 02 (**Two**) terms only and not exceed beyond 02 (**Two**) terms in any case. Jamia Hamdard reserved right to terminate this contract anytime during the term of the contract without assigning any reason thereof.

5. **BID SECURITY:**

- (i) The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of **Rs. 5,00,000/ (Rupees Five Lakhs) only** in the form of an Account Payee Demand Draft in favour of the **Jamia Hamdard** along with the Tender document.
- (ii) Any Tender not accompanied by Bid Security shall be out rightly rejected.
- (iii) Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 45th day after the award of the contract.
- (iv) Bid security of the successful bidder shall be returned on receipt of Performance Security (i.e. Bank Guarantee) by Jamia Hamdard and after signing the contract agreement. The successful bidder shall be required to furnish a Performance Security within **15 (Fifteen) days** of receipt of “**Letter of Offer**” for an amount of Rs. 30 Lakhs (Rupees Thirty Lakhs Only) in the form of Fixed Deposit Receipt /Bank Guarantee as per Annexure-VI from a commercial Bank in favour of Jamia Hamdard. The Performance Security shall remain valid for a period of **60 (Sixty) days** beyond the date of **completion of all the contractual obligations**. In case the contract period is extended further, the validity of Performance Security shall also be extended within 15 (Fifteen) days by the contractor accordingly.
- (v) Bid Security shall be forfeited if the bidder withdraws his bid during the period of tender validity and Jamia Hamdard shall have all the rights to encash the same.
- (vi) Bid Security shall be forfeited and encashed if the successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Security within the time frame specified by the Department.

6. **FORMAT AND SIGNING OF BID:**

- (i) The bidder shall submit one copy of the tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

- (ii) The documents comprising the bid shall be typed in indelible ink and all pages of the bid shall be duly signed and stamped by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.
- (iii) The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the Security Department, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

7. SUBMISSION OF BIDS:

- (i) The bidder shall submit the 'Technical Bid' in a separate sealed cover and the 'Financial Bid' in another sealed cover duly superscribed as Technical Bid or Financial Bid respectively and all these two sealed covers are to be put in a bigger cover; which should also be sealed and duly superscribed as "**TENDER FOR JH SECURITY SERVICES – 2024**".
- (ii) The sealed cover of Technical Bid should consist of the following documents: -
 - (a) Bid Security (Earnest Money Deposit) for an amount of Rs.5,00,000/- (Rupees Five Lakhs Only)
 - (b) Cost of tender fee (Non-refundable) for an amount of Rs. 10,000/ (Rupees Ten Thousand Only) in the form of an Account Payee Demand Draft in favour of Jamia Hamdard along with the Tender document.
 - (c) Duly filled Annexure-II along with supporting documents duly signed and stamped.
 - (d) The sealed cover of Financial Bid should contain Annexure-VII i.e. Financial bid in original in separate envelope duly signed.
 - (e) All the sealed covers shall be addressed to the Registrar, Jamia Hamdard and will be put in the Tender Box, which is available in the Central Purchase Section.
 - (f) The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.
- (iii) The bidder shall submit the self-attested copies of the following documents:
 - (a) Registration certificate (under private security agencies (Regulation) Act 2005,
 - (b) PF Registration
 - (c) ESI Registration

(d) Valid License (if applicable) issued in respect of previous employees

(e) GST/PAN

8. LATE AND DELAYED TENDERS:

- (i) Bids must be received in Jamia Hamdard at the address specified not later **than the date and time specified in the NIT**. Jamia Hamdard may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of Jamia Hamdard and bidder will be the same.
- (ii) **Any bid received after the deadline for submission of bids, as stipulated and specified in NIT, shall not be considered and will be returned unopened to the bidder.**

9. OPENING OF BIDS:

- (i) The authorized representatives of Jamia Hamdard will open the 'Technical Bids' in the presence of the Bidders or their authorized representatives, who choose to attend at the appointed place, date and time.
- (ii) The bid of any bidder who has not complied with the conditions prescribed in the terms and conditions shall be summarily rejected.
- (iii) Conditional bids will also be summarily rejected.
- (iv) Subsequently, the bids will be evaluated as per the information given in the Annexure- II of the tender document.
- (v) Financial bids of only the technically qualified bidders will be opened by the tender committee for evaluation in the presence of qualified bidders.

10. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

- (i) Jamia Hamdard is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process without assigning any reasons, whatsoever.
- (ii) Jamia Hamdard may terminate the contract if it is found that the contractor is black listed on previous occasions by any of the University/Institutions/Public Sector Undertakings, etc.

- (iii) Jamia Hamdard may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement. However, the existing security agency, if any, may be asked to continue to provide the services on interim basis till an alternative arrangement is made.

11. SCOPE OF WORK OF THE CONTRACTOR:

- (i) The contractor shall have to provide the security services in the **JH campus at Hamdard Nagar and Pul Pahladpur**. The estimated cost of tender is **Rs. 3.5 Crore** Approximately. The total number of manpower to be deployed will be approximately 115 as under of which 30% will be ex-servicemen from infantry personnel/paramilitary.

Security Guard 107 (including 5 security guards cum driver)
Security Supervisor 08

The wages for the civil man/Ex-serviceman/paramilitary persons will be as per minimum wages approved by Govt. of NCT, Delhi.

- (ii) The contractor shall ensure protection of the personnel & property of the Jamia Hamdard, prevent trespassing in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of animals such as street dogs, monkey, blue bull and stray cattle's, anti-social elements, unauthorized persons, vehicles etc., into the campus of Jamia Hamdard. The details of the following are as under: -

1. Administrative Block consists of VC office, Registrar Office, Finance & Accounts Office, Admission & Examination Office.
2. School of Unani Medicine and Research (SUMER).
3. School of Nursing and Allied Health (SNAH).
4. School of Pharmaceutical Education and Research (SPER)
5. School of Chemical & Life Sciences (SCLS)
6. School of Engineering Sciences & Technology (SEST).
7. School of Interdisciplinary Sciences & Technology (SIST).
8. School of Management and Business Studies (SMBS).
9. School of Humanities and Social Sciences (SHSS).
10. School of Law (HILSR)
11. Gymnasium and Sports Complex.
12. Hakeem Mohd. Saeed Central Library

13. Students Welfare Centre
14. Hall of Residence Boys and Girls: -
 - (a) AMHR.
 - (b) Anne Marie Schimmel Girls Hostel.
 - (c) Ibne Sina Girls Hostel.
 - (d) Ibne Batoota Boys Hostel.
 - (e) JLN International Boys Hostel.
 - (f) Nursing Girls Hostel.
 - (g) Rabia Girls Hostel
15. Scholars House & VIP Guest House.
16. Hamdard Archives.
17. Convention Centre.
18. Residential Buildings: -
 - (a) Baitul Hameed, Vice-Chancellor lodge and PVC Bungalow, VIP Guest House
 - (b) Residential Flats at JH Campus (A-Block, B-Block, C-Block, D-Block, F-Block, E and E1-Block, G-Block, H-Block, I-Block)
 - (c) Residential Flats at Pul Pahladpur Campus(A-Block, B-Block, C-Block, D-Block, E- Block, F-Block)
19. Majeedia Unani Hospital
20. Porta cabin in front of Hakim Saeed Library

The above list is illustrative only. The agency shall be responsible for the security of the entire campus; which includes all the movable and immovable assets of Jamia Hamdard, open lands as also the buildings under construction, machines & equipment, installations, furniture & fixtures, laboratories, vehicles etc. and other establishments maintained by JH and also that of its students/employee/invitees /guests & dignitaries etc.

(iii) **DUTIES AND RESPONSIBILITY OF SECURITY STAFF:**

- (a) The Security Supervisor will be responsible for overall security arrangement of the JH covered in the contract.
- (b) Security Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
- (c) No outsiders are and shall be allowed to enter in the JH premises, its buildings etc.,

without proper Gate Pass/ Written Orders issued by the authorized officer of the JH.

- (d) No items are allowed to be taken out without proper Gate Pass issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel. Materials incoming to JH to be checked and verified and entry in register at the gate.
- (e) The students, officers and staff of the Jamia Hamdard will keep their Identity cards with them and show it to the security personal as and when asked to do so for their entry into JH campuses or for other reasons. No entry should be allowed to students, staff or visitors by security personnel without valid ID cards.
- (f) Deployment of Security Guards/Security Supervisors will be as per the instructions of the Competent authorities of the Security Department and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
- (g) Security personnel deployed in the Jamia Hamdard premises on Gazetted holidays, Saturdays and Sundays will be assessed as per the actual requirement and the number of personnel will be suitably reduced with the prior consent and approval of the authorized officer of the JH.
- (h) The Security Supervisors/ Security Guards will also take round of all the important and sensitive points of the premises as specified by JH.
- (i) Security personnel shall also ensure door-keeping duties.
- (j) The Guards on duty will also take care of vehicles, scooters/motor-cycles/bi-cycles parked in the parking sites located within the premises of the JH. Also to identify unauthorized vehicles parked after working hours in campus.
- (k) Entry of the street-dogs, monkey, blue bull and other stray animals / cattle into the premises is to be prevented and to be driven out at once, if any such animals /cattle enter in the JH premises.
- (l) The Guards on patrol duty should take care of all the water taps, valves, water hydrants, wi-fi antenna, AC etc. installed in the open, all over the premises as well as used water coolers, air coolers and other equipment/instruments lying at different locations in the campus including junk yard.

- (m) It should be ensured that flower plants, trees and grassy lawns etc., are not damaged either by wards of the staff/the staff or by the outsiders or by stray cattle.
- (n) The Security Guards/Security Supervisors must be well trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting materials available on the spot and in the JH premises. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
- (o) In emergent situations, Security Guards/Supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the JH. Security Guards/Security Supervisors must be sensitized for their role in such situations.
- (p) The Security Supervisor/Guards are required to display decent and mature behavior with students, staff and visitors, especially towards female staff and female visitors.
- (q) The Security Guard on duty shall not leave the duty post, premises until his/her reliever reports for duty.
- (r) The security agency **will mandatorily fix a biometric machine to record the attendance of guards/supervisors at Gate No. 3** so that the time of reporting for duty as well as the time for completing the duty hours is well recorded.
- (s) Any other provisions as advised by JH may be incorporated in the agreement. The same shall also be binding on the contractor.

12. TERMS AND CONDITIONS OF THE CONTRACT:

- (i) The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to JH and if any change is required on part of the JH then fresh list of staff shall be made available by the agency after each and every change.
- (ii) The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), ESI, EPF etc. with regard to the Security personnel engaged by the contractor for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, at JH and to the Labour department.

- (iii) In respect of EPF, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and employer's amount of contribution should be deposited with the respective PF authorities within stipulated time every month. Giving particulars of the employees engaged is required to be submitted to JH. In any eventuality, if the contractor fails to remit employee/employer's contribution towards PF subscription etc. within the stipulated time JH is entitled to recover the equal amount from any money due or accrued to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the JH.
- (iv) **Security agency must have their own training center or agreement with any training center in Delhi NCR** so that any security Guards/Supervisors can be sent for further short training if required during the entire contract period of security with JH. The security agency must issue training certificate after the successful completion of training period
- (v) The antecedents of security staff deployed shall be verified by the contractor from local police authority and an undertaking in this regard is to be submitted to JH and the contractor shall ensure and it shall be the sole responsibilities of the contractor that the contractor complies with all the provisions/laws, rules/regulations without any default. Security guards/supervisor will not be engaged by the contractor without fulfilling this clause.
- (vi) The contractor shall maintain a register on which day to day deployment of approx. 100 personnel will be entered as per annexure. This will be countersigned by the authorized official of the JH. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking regarding payment of wages as per rules and laws in force by the Govt. of NCT, Delhi along with bill submitted for payment.
- (vii) In case any Security Guard/Supervisor applies for leave of more than a week to the security agency then in that case the security agency must provide suitable substitute for the guard/supervisor before leave is sanctioned/approved by the security agency.
- (viii) All liabilities arising out of accident or death of the staff of the contractor while they are on duty shall be borne by the contractor solely.

- (ix) Adequate onsite supervision and monitoring will be provided by contractor to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
- (x) The contractor shall also deploy its own field officer/assessment manager to monitor the functioning of the overall security and submit his report to In-charge Security every week.
- (xi) All necessary reports and other information is to submitted immediately as and when required and regular meetings should be held with In charge Security, JH.
- (xii) Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse of the areas of responsibility assigned to them by the JH and shall not intentionally and knowingly lend to any person or company any of the effects of the JH under its control.
- (xiii) The Security Guards/Security Supervisor staff shall not accept/demand any gratitude or reward in any form.
- (xiv) **All security guards/supervisors deployed by the contractor/agency/firm should hold a proper training certificate from an institution recognized by the Controlling Authority, Home Department, GNCT of Delhi under Private Security Agency Regulation Rules, 2009 or as amended from time to time.**
- (xv) Under the terms of their employment agreement with the Contractor the Security guards/supervisors deployed by the contractor shall not do any professional or otherwork for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor at Jamia Hamdard. **All the Security Guards/Security Supervisor have to submit an Affidavit on Non-Judicial Stamp Paper in this regard.**
- (xvi) That in the event of any loss occasioned to the JH, as a result of any lapse on the part of the contractor; which will be established after an enquiry conducted by the JH, the said loss or losses can be claimed from the contractor up to the value of the loss by way of deduction of the amount for the loss items from the contractor's bill. The decision of the Head of the JH will be final and binding on the contractor/agency.
- (xvii) The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of

the arrangements as per the direction enumerated herein and in accordance with such directions, which JH may issue from time to time and which have been mutually agreed upon between the two parties.

- (xviii) JH shall have the right to have any security guard/security supervisor removed who is considered to be undesirable or for the dereliction of their duties and similarly the Contractor reserves the right to change the security guard/supervisor with prior intimation and permission of the JH only.
- (xix) The contractor shall be completely responsible to maintain all properties and equipment of the JH entrusted to it.
- (xx) The contractor will not be held responsible for the damages/sabotage caused to the property of JH in the event of force majeure.
- (xxi) The contractor will deploy Security Supervisors as per the need given by the JH. The Security Supervisor shall be required to work as per the instructions of the JH.
- (xxii) The security personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges, logo), failing which a penalty of Rs.500/- on each occasion and habitual offenders in this regard shall be routed back to security agency. The penalty on this account shall be deducted from the Contractor's bills.
- (xxiii) The security personnel engaged, have to be extremely courteous with very pleasant mannerism in dealing with the Staff/ Students/ Visitors/ Patients/ Attendants and should project an image of utmost discipline. JH shall have right to have any persons/staffs removed in case of any complaints or as decided by authorities of JH if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases immediately. In case the contractor fails to provide suitable replacement within three days, a penalty of Rs 1500/- per day will be imposed
- (xxiv) The Eight hours shift generally will be from 0600 Hrs. to 1400 Hrs., 1400 Hrs. to 2200 Hrs. and 2200 Hrs. to 0600 Hrs. But the timings of the shift are changeable and shall be fixed by JH from time to time depending upon the requirements. Prolong duty hours (i.e., more than 8 Hrs. at a stretch) will be allowed in exceptional cases and payment will be made accordingly. No payment shall be made by JH for double duty, if any case.

- (xxv) The security personnel will have to report to the JH's Security Department at least one hour in advance of the commencement of the shift for instructions/briefing/handling taking over as approved by JH. The security agency shall provide suitable replacement for security guards/supervisors availing leave for more than a week.
- (xxvi) The payment would be made to the contractor at the end of every month. The bills for payment will be raised by the contractor by 7th day of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the authorized official of JH and the contractor/his representative/personnel authorized by him/her/. No other claim, on whatever account shall be entertained by the JH.
- (xxvii) Any damage or loss caused by contractor's persons to the JH in whatever form would be recovered from the Contractor only through deductions from his bills.
- (xxviii) JH will give basic familiarization of the Security and door keeping services required to be done by the personnel to be deployed by the Contractor under the contract for 3 to 5 days and this period shall not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.
- (xxix) (a) In case, any of the contractor's personnel(s) deployed under the contract is/are absent without information, a penalty equal to double the wage of number of guards/supervisors absent on that particular day shall be levied by JH and the same shall be deducted from the contractor's bills.
- (b) In case, any of the contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same, it will be treated as absence and penalty as mentioned in Clause 12 (XXII) shall be levied.
- (c) In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of Rs. 1500/- for each such incident shall be levied and the same shall be deducted from contractor's bill (if such report after inquiry is found to be correct). Further the concerned contractor's personnel shall be routed back to security agency from JH immediately. In case, the contractor fails to commence/execute the work after getting the work orders stipulated in the agreement or the performance is/are unsatisfactory or does not meet the statutory requirements of the contract, JH reserves the right to impose the penalty as detailed below:-
1. 20% of cost of order/agreement, upto max four weeks'.

2. After four weeks Principal Employer/JH reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s) registered with Directorate General Re-settlement (DGR), Ministry of Defense and then from open market or with other agencies, if DGR registered agencies are not in a position to provide such Contractor(s) or services. The differences, if any will be recovered from the default contractor and also shall be black listed for a period of **5** years from participating in any such type of tender in JH and its/her/his earnest money/security deposit shall be forfeited, if so warranted.
- (xxx) The contractor shall ensure that its security personnel shall not at any time, without the consent of the JH in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Security Department and shall not disclose any information about the affairs of JH.
- (xxxi) Any liability arising out of any litigation in court of law/tribunals etc., due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
- (xxxii) The contractor shall deploy his/her personnel only after obtaining the JH approval duly submitting curriculum vitae (CV) of these personnel, the JH shall be informed at least 1 (One) week in advance and the contractor shall be required to obtain the approval of competent authority of the JH for all such changes along with their CVs & to maintain its records.
- (xxxiii) **Force Majeure-** If at any time during the subsisting of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc., which may prevent either party to discharge his/her/its obligation, the affected party shall promptly notify the other party about the happening of such an event in writing. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or has ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or has ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any or beyond 15 days, whichever is more, either party may at its option terminate the contract.

- (xxxiv) The contractor shall have his/her/its own Establishment/Setup/Mechanism, etc. at his/her/its own cost to ensure correct and satisfactory performance of his/her/its liabilities and responsibilities under the contract.
- (xxxv) “**NOTICE TO PROCEED**” means the notice issued by the JH to the contractor communicating the date on which the work/services under the contract are to be commenced.
- (xxxvi) If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly liable to JH for the fulfillment of all the terms and conditions of the contract in its true letter and spirit. Such persons shall designate one of them to act as a representative of the others with an authority to sign etc. The joint venture/consortium/group/partnership shall not be altered without the approval of the JH in any circumstances, whatsoever.
- (xxxvii) The contract period is for **01 (One)** year from the date of the commencement (as mentioned in Notice to Proceed) and can be further extended on the same rates and terms and conditions or on an increased rates and new terms and conditions as deemed fit by the JH and for such period as may be agreed to, if services of the agency is/are found satisfactory. The maximum period of contract will be of **02 (Two)** terms only and not exceed beyond **02 (Two)** terms in any case. JH reserved his right to terminate this contract anytime during the term of the contract without assigning any reason thereof.
- (xxxviii) During the course of the contract, if any Contractor’s personnel are found to be indulging in any corrupt practices causing any kind of losses of revenue etc., to the JH, the JH shall be entitled to terminate the contract forthwith immediately and the contractor’s Performance Guarantee shall be forfeited.
- (xxxix) In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the said money or the payment to such persons deployed by the contractor shall be paid by the by the contractor only, and JH shall have no obligations to pay such amount/money etc. That JH shall not party under any claims before the Tribunals and Courts.
- (xl) If at all, any amount as a result of any directions/orders from the Labour authorities/or any other courts or claim or application is made under any of the Labour laws, or Regulations, be directed to be paid by the JH, such money shall

be deemed to be payable by the Contractor to the JH within seven days. The Jamia Hamdard shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security for all such expenses incurred and borne by JH under such circumstances.

- (xli) The Contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner, whatsoever.
- (xlii) The Contractor shall indemnify and hold the JH harmless from all and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
- (xliii) The Bidder must be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and Delhi Works Contract Act (wherever applicable).
- (xliv) The contracting agency shall not employ any person below the age of 18 years and above the age of 50 years respectively. The Minimum educational qualification for security supervisor is 12th pass. However, preference will be given to graduates with proper training. Security guard should be 10th pass but preference will be given to 12th pass candidate with proper training. Manpower to be engaged should possess good physique, height besides being medically fit and having proper training and experienced for providing security services and fire fighting services. In addition, preference will be given to such candidate who have training from valued training schools or experienced of 05 (five) years or more.
- (xlv) The contractor shall ensure to provide female security guards as per the requirement of JH.
- (xlvi) Retention of existing manpower shall not be more than 20% in any case.
- (xlvii) **The contractor shall provide 30% Security personnel amongst the category of Ex- Serviceman/Ex-paramilitary forces whose remuneration will be as per DGR rates and rest other guards deputed at JH will be experienced and trained in a security training institutes will be paid as per minimum wages rates of NCT of Delhi.** The contractor shall get all security personnel screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. JH will be at liberty to get anybody re-examined in case of any doubt. Only physically fit personnel shall be deployed for duty. Final selection of all

security personnel for deployment will be done by JH authority.

- (xlviii) Security personnel engaged by the contractor shall not take part in any staff union and association activities.
- (xlix) The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis/ballams, traffic florescent jacket, HHMD, Inverted mirror, umbrella, raincoats and other equipment's to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements. The contractor must submit the compliance certificate in respect of the above at the time of takeover of security service.
- (l) Agency will provide walkie-talkie to Chief Proctor, Deputy Proctors, Assistant Proctors, Security-in-Charge, Security Officer, Security Inspector, each Security supervisors and upto 40% of security guards of the shift to ensure effective timely communication between them. The approx. requirement of Walkie Talkie would be 30 approx.
- (li) JH shall not be responsible for providing residential accommodation to any of the employee of the contractor.
- (lii) JH shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. JH does not recognize any employee employer relationship with any of the workers of the contractor.
- (liii) If, as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by JH from the agency.
- (liv) If any underpayment is discovered, the amount shall be duly paid to the agency by JH.
- (lv) The contractor shall provide the copies of all the relevant records, documents during the period of the contract or otherwise even after the contract is over as and when required and asked by JH.
- (lvi) **The contractor will have to deposit the proof of depositing employee's contribution towards EPF/ESI etc., of each employee every month to each of its guards/supervisor/gunman with passbooks.**

- (lvii) The contractor shall disburse the wages to its staff deployed in the JH by the 7th day of succeeding English Calendar month through ECS or by Cheques or any other electronic mode of payments and proof of the payment of wages is to be submitted to JH along with copy of the monthly bill.
- (lviii) The contractor should have round the clock a control room service in Delhi along with Quick Response Teams (QRT) to deal with emergent situations.
- (lix) JH will recover TDS as applicable from the bill(s)/Invoices of the tender as per rule and deduction of 0.25% of the billing amount will be for the Employee Welfare Fund of JH.
- (lx) The contract can be terminated by giving 1(One) month notice from either side.
- (lxi) The performance certificate sought if any by the contractor from the JH shall only be given after completion of such contract.

13. EVALUATION CRITERIA:

- (i) The Financial Bids of only those bidders, who fulfill the eligibility criteria as mentioned in Clause 2.0, shall be opened.
- (ii) JH will open the 'Financial Bids' of technically qualified bidders, at notified time, date and place in the presence of the qualified bidders or their representatives. The work may be awarded to a suitable agency as recommended by the tender committee and approved by the competent authority of JH
- (iii) If a Firm quotes **NIL** charges /consideration, the bid should be treated as unresponsive and will not be considered.
- (iv) Scoring of marks will be based on Annual Turnover, Manpower on roll, experience of running security services, volume of work performed in preceding years, turn over and other criterion prescribed in the Terms and Conditions of the contract and in case the Financial Bid of more than one Agency is same, then the work will be awarded to the agency which gets the higher marks, as per details as under:-

CRITERIA OF SCORING			
S. No	Particulars	Marks to be given	Max. Marks
1.	Number of years of experience in the field of Security Services	-	25 Marks
(i)	Upto 03 Years	10 Marks	
(ii)	Above 03-05 Years	15 Marks	
(iii)	Above 05-10 Years	20 Marks	
(iv)	Above 10 Years	25 Marks	
2.	Total Average Annual Turnover in the Business of providing Security Services upto 31st March- 2020	-	25 Marks
(i)	Upto 05 Crore	15 Marks	
(ii)	Above 05-15 Crore	20 Marks	
(iii)	Above 15 Crore	25 Marks	
3.	Total number of Security Staff on Roll	-	20 Marks
(i)	Upto 500	10 Marks	
(ii)	501-1000	15 Marks	
(iii)	Above 1000	20 Marks	
4.	Total Value/Cost of Numbers of similar nature of works completed satisfactorily in last three years	-	20 Marks
(i)	Upto 03 Crores	10 Marks	
(ii)	Above 03 -05 Crores	15 Marks	
(iii)	Above 05 Crores	20 Marks	
5.	Value of Solvency Certificate		10 Marks
(i)	Upto 01 Crore	05 Marks	
(ii)	Above 01 Crore	10 Marks	

- (v) However, JH is not bound to accept the lowest bid (L-1) and work contract may be awarded to a suitable agency in unsatisfactory circumstances or/and as recommended by the tender committee based on the criterion of scoring (points and sound service experiences) and which may duly be approved by competent authority of JH, if need be such.

14. AWARD OF CONTRACT:

- (i) JH will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- (ii) JH will communicate the successful bidder that his bid has been accepted. This letter (Hereinafter and in the condition of contract called the “**Letter of Offer**” shall prescribe the amount of service charge, which JH will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- (iii) The successful bidder has to submit the letter of acceptance within three days of the receipt of the offer letter.
- (iv) The successful bidder will be required to execute an agreement in the form specified in **Annexure-V** within a period of 15 (Fifteen) days from the date of receipt of the ‘Letter of Offer’ and take over the charges of Security Services of JH
- (v) The successful bidder shall be required to furnish a Performance Security within 15 (Fifteen) days of receipt of the “**Letter of Offer**” for an amount of Rs. 30.00 Lakhs (Rupees Thirty Lakhs Only) in the form Fixed Deposit Receipt/Bank Guarantee as per **Annexure-VI** from a commercial Bank in favour of JH. The Performance of Security shall remain valid for a period of 06 (Six) months beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly. (Annexure-VI) as refer.
- (vi) Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of the Bid Security.

15. OBLIGATION OF THE CONTRACTOR:

- (i) The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements, evidencing filing of returns every year and shall keep the JH fully indemnified against all the liabilities of taxes, interests, penalties etc., of the contractor in respect thereof, which may arise.

- (ii) The principal employer shall be at a liberty to get verified the authenticity of training certificate/any other certificate/documents submitted by the Agency/ Firm in respect of each Guard/ Supervisor & police verification.

16. DISPUTE RESOLUTION:

- (i) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the dispute is not amicably settled between the parties within 45 (Forty-Five) days, the matter /dispute will be settled through an arbitration jointly appointed by Hon'ble Vice-Chancellor, JH and the Contractor.
- (ii) The award of the sole Arbitrator shall be final and binding on all the parties. The seat and venue of arbitration shall be at New Delhi only. The arbitration proceedings shall be in English language. This clause shall survive termination or expiry of this Agreement. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto.
- (iii) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract.

17. JURISDICTION OF COURT:

The Parties shall conduct their activities following all the statutory regulations and law of the land in true letter and spirit. This Agreement shall further be governed, construed and interpreted in accordance with the laws of India. The courts of Delhi/New Delhi (India) alone shall have the sole and exclusive territorial and pecuniary jurisdiction for all the disputes or other matters arising out of or in connection with this Agreement.

ANNEXURE-I

(Letter to the Jamia Hamdard on the letterhead of Service Provider/Tenderer)

**To,
The Registrar,
Jamia Hamdard,
Hamdard Nagar, New Delhi-110062**

Sir,

We, the undersigned Tenderer, having carefully read and examined in detail the Terms and Conditions, and all bidding document in regard to the hiring of the Security Services at JH and have understood the contents and accept the same and also do hereby declare:

1. That we have not been blacklisted/debarred by any Government Organization/Department or no case of blacklisting etc. is pending against the firm at the time of submission of this Tender.
2. That the tender submitted by us is properly prepared, sealed and superscribed so as to prevent any subsequent alteration and replacement.
3. That JH is not bound to accept the lowest or any bid that it may receive.
4. We have physically visited the campus of JH, its vicinity and adjoining areas.
5. If I/We to Commence the specified service or fail to furnish the Performance Security/Bank Guarantee within 15 (Fifteen) days from the date of issue of award of contract/ letter of offer, if selected, I/We agree from the date of issue of award of contract, if selected, I/We agree that the JH, without prejudice to any other right or remedy available to the JH, be at a liberty to forfeit the said earnest money absolutely and reject the tender as per the terms and conditions or referred in the Tender Document.

For and on behalf of the firm
(Firm's Name & Address)

(Signature of Authorized Signatory)

Date:

Place:

Designation:

Phone No.:

Mobile No:

E-Mail:

Seal:

ANNEXURE-II

PROFORMA FOR TECHNICAL BID

S. No.	Item(s)	Details	Pageno.
1.	Name of Firm/Contractor /Company		
2.	Name of Owner(s)/Partner(s)		
3.	Regd./Mailing Address of Firm/Office		
4.	Telephone and Fax numbers/Email IDs		
5.	Registration Certificate of the Firm/ Company (Enclose attested copy of the Registration Certificate)		
6.	Memorandum, in case of Company & Partnership Deed in case of Partnership Firm to be provided.		
7.	Name and Designation of the person authorized to make commitments to the Jamia Hamdard.		
8.	Contact details of the person authorized to make commitments to the Jamia Hamdard.		
9.	PAN No.		
10.	GSTIN No.		
11.	Details of Registration Appropriate Labour Commissioner (Enclose attested copy)		
12.	Copy of License under PSAR Act-2005/2009		
13.	License or Proof of Training Center		
14.	EPF Registration Certificate (Enclose attested copy)		
15.	ESI Registration Certificate (Enclose attested copy)		

16.	Quality Control Certification(s) (i) (ii) (iii) (iv)		
17.	Reference cost of Tender form Rs. 10,000/- (Rupees Ten Thousand only)	DD No & Date	
18.	Reference of Earnest Money Deposit Rs. 5,00,000 (Rupees Five Lakhs only)	DD No. & Date	
19.	Turnover of the last three financial years in Crores (Enclose certified copy from CA)	FY-2020-21 FY-2021-22 FY-2022-23	
20.	Minimum 03 years' experience in providing Security services. Performance certificate issued by the Competent Authority of the clients must be attached separately for each work.(Copies of work order/ Copies of agreement should not be attached)		
21.	Address of Training Centre in Delhi/NCR		
22.	Declaration Regarding Blacklisting duly notarized		

NOTE: Photocopies of all the necessary documents duly authenticated by Chartered Accountant and self-attested must be attached for verification of the information provided; otherwise tender may be summarily rejected.

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

ANNEXURE-III

Solvency Certificate from Bankers of the Company in the following format:

FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs. (Rupees.....).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
For the Bank

NOTE:

1. Banker's certificate should be on letter head of the Bank, sealed in cover addressed to tendering authority,
2. In case of partnership firm, certificate should include names of all partners as recorded with the bank.

Signature of Chartered Accountant with seal

Signature of Bidder(s) with seal

ANNEXURE-IV

(ON A NON JUDICIAL STAMP of Rs.100/-)

UNDERTAKING

To
The Registrar,
Jamia Hamdard,
Hamdard Nagar, New Delhi-110062

Name of the firm/Agency

Name & Ref. No. of the tender, Due Date:

Sir,

I/We hereby agree to abide by all the terms and conditions as laid down in tender document.

This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions in its true spirit and letters.

I/We shall utterly abide by the provisions of the Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI and any other charges applicable from time to time without any default. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any such violations/default.

I/We shall provide minimum 30% security guards amongst the category of Ex-Servicemen/Ex-Paramilitary Forces and all others shall be trained and experienced Security supervisors and guards.

I/We do hereby undertake that complete security of the Jamia Hamdard shall be ensured by our Security Agency, as well as any other Point considered by our Agency. Our Security Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs. _____ (Rupees _____ Only). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft etc., if any, shall be recoverable from me/us through fidelity bond and I/We shall indemnify JH for all such losses.

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

ANNEXURE-V

FORM OF AGREEMENT

This agreement is made on the _____day _____month_____year between the Registrar, Jamia Hamdard (Hereinafter called “the JH” which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the **one Part**.

AND

(Name and Address of the Contractor) through Mr-----, authorized representative (Hereinafter called “the contractor”), which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Security services JH for providing safety, monitoring and surveillance of the Jamia Hamdard.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a) Letter of acceptance of award of contract;
 - b) Terms and Conditions;
 - c) Notice inviting Tender;
 - d) Bill of Quantities;
 - e) Scope of work;
 - f) Addendums, if any; and
 - g) Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the JH to execute and the Security services w.e.f., _____ as per the provisions of this Agreement and the tender document.
4. The JH hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and Tender Documents, the Contract Price of Rs. _____.

5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement theday and theyear first above written.

For and on behalf of the JH
Registrar, Jamia Hamdard,
Signature of authorized Official

For and on behalf of the Contractor
Mr/Mrs. -----
Signature of authorized Official
Name of Security Agency

Witness:

Witness:

ANNEXURE -VI

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer Clause 11.1.4 of the NIT)

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (herein after called the “Bank”) of the one part and _____ (name of the Jamia Hamdard) (here in after called the “JH”) of the other part.
2. WHEREAS _____ (Name of the Department, JH) has awarded the contract for Security services contract for Rs. _____ (Rupees in figures and words) (herein after called the “contract”) to M/s _____ (Name of the contractor) (hereinafter called the “contractor”).
3. AND WHEREAS THE Contractor is bound by the said contractor to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. _____ (Amount in Figures & words) as states above.
5. After the Contractor has signed the aforementioned contract with the JH, the Bank is engaged to pay the JH any amount up to and inclusive of the aforementioned full amount upon written order from the JH to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts, the JH may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the JH immediately on such demand raised without any delay and latches and without any reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the JH, any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability of the contractor under this guarantee shall be absolute and unequivocal and he/she/it waives off his/her/its right to raise any kind of objections related to the encashing of the BG/ Performance Security by the JH.

6. THIS GUARANTEE is valid for a period of _____ months from the date of signing of the contract. The initial period for which this Guarantee will be valid must be for at least 6 (Six) months more than the anticipated expiry date of the Contract period.
7. At any time during the period in which this Guarantee is still valid, if the JH agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the JH and at the cost of the contractor.
8. The Guarantee herein contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
9. The neglect or forbearance of the JH in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the JH for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions “the JH”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year) being herewith duly authorized.

For and on the behalf of the _____ Bank

Signature of authorized Bank official

Name _____

Designation _____

I.D No. _____

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness-1

Signature

Name _____

Address _____

Witness-2

Signature

Name _____

Address _____

ANNEXURE-VII

FINANCIAL BID FOR SECURITY SERVICES AT JAMIA HAMDARD

(To be sealed in a separate envelope)

I/We _____ proprietor/partner/authorized person of M/s. _____ understand the work and terms & conditions as entered in the tender document and bound himself/themselves to abide by the rules and regulations of Jamia Hamdard.

The service charges quoted for security services at Jamia Hamdard at **S.No. 05** shall include all liabilities/expenses as per terms and conditions other than minimum wages, EPF and ESI.

S. No	Head	Security Guards (Unskilled)	Security GunMan (Semi Skilled)	Security Supervisor (Skilled)
1.	Minimum Rates/Wages as per Govt. of NCT of Delhi per month	Rs. _____	Rs. _____	Rs. _____
2.	Minimum Rates/Wages as per DGR rates per month for ex servicemen	Rs. _____	Rs. _____	Rs. _____
3.	EPF @ 13%	Rs. _____	Rs. _____	Rs. _____
4.	T. Wages per day ESI @ 3.25%	Rs. _____	Rs. _____	Rs. _____
5.	Total per worker per month	Rs. _____	Rs. _____	Rs. _____
6.	* Service Charges on wages (____%)	Rs. _____	Rs. _____	Rs. _____
7.	Grand Total per day Grand Total per worker per month	Rs. _____	Rs. _____	Rs. _____

Date:

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

Note:

- (i) If a Contractor/Firm quotes NIL charges/consideration, the bid should be treated as unresponsive and will not be considered.
- (ii) * The rate of service charges in percentage and amount must be given in S. No. 05.
- (iii) Bidders are advised to quote only the service charges in the above-prescribed format, otherwise tender will be summarily rejected.
- (iv) GST as per applicable rates will be paid.

ANNEXURE-VIII

CHECKLIST FOR PRE-QUALIFICATION BID FOR SECURITY SERVICES

S. No	Documents asked for	Page number(s)
1.	Bid Security (EMD) of Rs. _____ (Rupees _____) in the form of Demand Draft issued by any scheduled Commercial bank in favor of Jamia Hamdard.	
2.	Cost of Tender: Rs. _____ DD No. _____ Date _____	
3.	Technical Bid Proforma, as per Annexure-II	
4.	Undertaking on a Stamp paper of Rs.100/- (Rupees One Hundred only) as per format prescribed in Annexure-IV.	
5.	Self-attested copy of the PAN issued by the Income Tax Department with copy of Income-Tax Return of the last three financial year.	
6.	Self-attested copy of GST Registration No.	
7.	Self-attested copy of valid Registration number of the firm/agency	
8.	Self-attested copy of Valid EPF Registration No.	
9.	Self-attested copy of valid ESI Registration No.	
10.	Self-attested copy of valid License No. under Contract Labour (R&A) Act, 1970.	
11.	Self-Attested copy of License under Private Security Agency Regulation Act-2005 and Delhi Private Security Agency Regulation Act-2009.	
12.	Proof of experience of last three financial years as specified in clause 2.0 of the NIT along with satisfactory performance certificates from the concerned employers.	
13.	Annual returns of previous three years supported by audited balance sheet (clause 2.0 of NIT).	
14.	Any other documents, if required.	

Note: All necessary documents duly self-attested must be attached for verification of the information provided; otherwise tender may be summarily rejected.

(Signature of the bidder)
Name and Address (with seal)
Page 36 of 37

ANNEXURE-IX

DRESS ITEMS AND ADMINISTRATIVE FORMALITIES

S. No	Items	Quality/Fabric/ Quantity <i>(as & where required)</i>	Cost
1.	File & Recruitment Charges (Recruitment)		
2.	Police Verification		
3.	Complete Dress		
4.	Shoes		
5.	Brass Whistle		
6.	Winter fur jacket		
7.	Woolen Jersey		
8.	Reflector Security Jacket		
9.	Woolen high neck		
10.	Monkey cap		
11.	Gloves		
12.	Thermal wear (upper & lower)		
13.		
14.		
15.		
16.		
17.		

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