

**NOTICE INVITING TENDER**

**FOR**

**SECURITY SERVICES**

**AT**

**JAMIA HAMDARD**



**JAMIA HAMDARD  
(DEEMED TO BE UNIVERSITY)  
HAMDARD NAGAR, NEW DELHI-110062**

**TENDER REF. NO. JH/GA/SECURITY/2020**

**Total Pages: 33**

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(DEEMED TO BE UNIVERSITY)  
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 outsourcing basis.

The Agencies/Firms may download the tender documents from the University website: [www.jamiahamdard.ac.in](http://www.jamiahamdard.ac.in) or [www.jamiahamdard.edu](http://www.jamiahamdard.edu).

1.	<b>Tender Fee</b>	<b>Rs. 10,000/-</b>
2.	<b>EMD</b>	<b>Rs. 5,00,000/-</b>
3.	<b>Last Date &amp; Time for submission of Bids</b>	<b>18/01/2021 by 1:00 PM</b>
4.	<b>Opening Date &amp; Time for Technical Bids</b>	<b>18/01/2021 by 3:00 PM</b>
5.	<b>Opening Date &amp; Time for Financial Bids</b>	<b>25/01/2021 by 2:30 PM</b>

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 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 18/01/2021 upto 01:00 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 Agencies should have a minimum turnover of Rs. 5.0 (Five) crores during the last 3 (Three) financial years at the time of filing this bid.
- (ii) The bidder should have the experience of completion of similar works in any of the Departments/ Autonomous Institutions/ Universities/ Hospitals/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/ Municipalities as follows:-
  - (a) Three similar completed works costing not less than **Rs.1.75crore each** or
  - (b) Two similar completed works costing not less than **Rs.2.5 crore each** or
  - (c) One similar completed work costing not less than **Rs.5.00 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 500 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.**
- (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.

### 3.2 COST OF BID:

The bidder shall bear all costs associated with the preparation and submission of his bid and Jamia Hamdard (Deemed to be University), New Delhi, (Hereinafter referred to as 'JH'), will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

### 3.3 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 visiting shall be borne by the bidder alone. **It shall be deemed that the bidder has undertaken a visit to the JH premises and is aware of the operational conditions and shall submit an undertaking to this effect along with the tender documents.**

### 3.4 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.

### 3.5 CLARIFICATION OF TENDER DOCUMENT:

- (i) The bidder shall check the pages of all the documents against page number given in indexes and in the event of finding of any discrepancy or missing pages, 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 submitting his/her/its 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 shall be carried out in writing.
- (iii) Except for any such written clarification by JH, 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 JH shall be taken to bind or fetter the JH under the contract.

### 3.6 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 (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 the Registrar, 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 30<sup>th</sup> day after the award of the contract.
  - (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.

### 3.7 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 JH. This includes all the liabilities of the contractor such as cost of uniform 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.

### 3.8 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.

### 3.9 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. JH 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)** 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 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 30<sup>th</sup> 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 JH 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. 25 Lakhs (Rupees

Twenty-Five Lakhs Only) in the form of Fixed Deposit Receipt /Bank Guarantee as per Annexure-VI from a commercial Bank in favour of Registrar, 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 JH 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 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 and all these two sealed covers are to be put in a bigger cover; which should also be sealed and duly superscribed.
- (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) 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 Demand Draft in favour of Jamia Hamdard along with the Tender document.
  - (b) Duly filled Annexure-II along with supporting documents duly signed.

- (c) The sealed cover of Financial Bid should contain Annexure-VII i.e. Financial bid in original in separate envelope duly signed.
- (d) 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.
- (e) The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.

#### 8. LATE AND DELAYED TENDERS:

- (i) Bids must be received in Jamia Hamdard at the address specified above 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 of their representatives, who choose to attend at the appointed place 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 for evaluation in the presence of qualified bidders.

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

- (i) JH 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.
- (ii) JH may terminate the contract if it is found that the contractor is black listed on previous occasions by any of the Departments/Institutions/Hospital/Local Bodies/Municipalities/Public Sector Undertakings, etc.



- (iii) JH may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.
- (iv) However, the security agency 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 PulPahladpur. The estimated cost of tender is Rs. 2.50 Crore Approximately. The total number of manpower to be deployed will be approximately 90 including Security Guard, 01 Gunmen and 08 Security Supervisors. (10% deviation may be upper side or lower side).
- (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 & Account 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. Gymnasium and sports complex.
  11. Hakeem Mohd. Saeed Central Library
  12. Students Welfare Centre
  13. Hall of Residence Boys and Girls:-
    - (a) AMHR.
    - (b) Anne Marie Schimmel Girls Hostel.
    - (c) IbneSina Girls Hostel.
    - (d) IbneBatootaBoys Hostel.
    - (e) JLN International Boys Hostel.
    - (f) Nursing Girls Hostel.
  14. Scholars House.
  15. Hamdard Archives.
  16. Convention Centre.
  17. Residential Buildings:-
    - (a) Baitul Hameed, Vice-Chancellor lodge and PVC Bungalow.

- (b) Residential Houses and Flats at University campus and at PulPahladpur Campus.
  - (c) Lawns
  - (d) Playgrounds
18. Majeedia Hospital (Unani)

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.
- (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.
- (f) Deployment of Guards/Gunmen/Security Supervisors will be as per the instructions of the 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/Guards/Gunman 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.
- (k) Entry of the street-dogs, monkeys, **blue bull** and stray cattle's into the premises is to be prevented. It should be at once driven out.
- (l) The Guards on patrol duty should take care of all the water taps, valves, water hydrants, 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.**
- (m) It should be ensured that flower plants, trees and grassy lawns etc., are not damaged either by the staff or by the outsiders or by stray cattle.
- (n) The Security Guards/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 staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the JH. Guards/Supervisors must be sensitized for their role in such situations.
- (p) The Security Supervisor/Guards are required to display decent and mature behavior with visitors, especially towards female staff and female visitors.
- (q) The Security Guard on duty shall not leave the premises until his/her reliever reports for duty.
- (r) **The security agency will fix a biometric machine to record the attendance of guards/supervisors 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), EPF etc. with regard to the Security personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the JH and to the Labour department.

- (iii) As far as EPF is concerned, 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 the 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 accrue 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.
- (v) The antecedents of security staff deployed shall be verified by the contractor from local police authority and an undertaking in this regard 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 the all the provisions/laws, rules/regulations without any default.
- (vi) The Contractor shall maintain a register on which day to day deployment of personnel will be entered. 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 alongwith bill submitted for payment.
- (vii) **In case any 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 supervision will be provided 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 to monitor the functioning of the overall security and give his report to In-charge Security every fortnight.
- (xi) All necessary reports and other information will be supplied immediately as required and regular meetings will be held with 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 given 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 staff shall not accept 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 other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor at Jamia Hamdard. All the supervisors/ guards 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 supervisors as per the need given by the JH. The 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 occasions and habitual offenders in this regard shall be removed from the JH. The penalty on this account shall be deducted from the Contractor's bills.
- (xxiii) The personnel's 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 representative of the 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.
- (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) shall not be allowed.No payment shall be made by JH for double duty, if any.
- (xxv) The security personnel will have to report to the JH's Security Department at least 45 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by JH.The security agency shall provide suitable replacement for security guards/supervisors availing leave for more than a week.
- (xxvi) The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Private Security Agencies (Regulations) Act, Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI, and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the JH.
- (xxvii) The payment would be made at the end 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 representative of the JH and the contractor/his representative/personnel authorized by him/her/it. No other claim, on whatever account shall be entertained by the Department.
- (xxviii) Any damage or loss caused by contractor's persons to the JH in whatever form would be recovered from the Contractor only.

- (xxix) JH will give basic training/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 2 to 3 days and this period shall not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.
- (xxx) (a) In case, any of the contractor's personnel(s) deployed under the contract is/are absent, 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 27(a) shall be levied.
- (c) In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of Rs.2000/- for each such incident shall be levied and the same shall be deducted from contractor's bill(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 DGR and then from open market or with other agencies if DGR registered agencies are not in a position to provide such Contractor(s). The differences, if any will be recovered from the default contractor and also shall be black listed for a period of 4 years from participating in such type of tender and his earnest money/security deposit shall be forfeited, if so warranted.
- (xxxii) The contractor shall ensure that its 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.
- (xxxiii) 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.

- (xxxiii) 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.
- (xxxiv) **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.
- (xxxv) 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.
- (xxxvi) "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.
- (xxxvii) If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the 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 leader/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.
- (xxxviii) The contract period is for **1 (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



- (xxxix) 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.
- (xl) 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/monies etc. That JH shall be an unnecessary and improper party under all those claims before the Tribunals and Courts.
- (xli) 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.
- (xlii) The Contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner, whatsoever.
- (xliii) 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.
- (xliv) 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).
- (xlv) The contracting agency shall not employ any person below the age of 18 years and above the age of 50years respectively. The Minimum educational qualification for security supervisor is 12<sup>th</sup> pass but preference will be given to graduates and security guard should be 10<sup>th</sup> pass but preference will be given to 12<sup>th</sup> pass. Manpower to be engaged should posed good physique, height besides being medically fit and having proper training and experienced for providing security services and firefighting services. In addition, JH may arrange training in batches by Civil Defense and Fire Service. During this training, contractor shall have to arrange for substitute for the staff undergoing training. JH may arrange training in batches by civil defense and fire service department for deployed manpower. During the training, the contractor shall have to arrange for substitute for those staff undergoing training.

- (xlvi) The contracting agency shall deploy Security staff with minimum qualification of 10th pass and should have minimum training as prescribed under rules of Delhi Private Security (Regulation) Rule, 2009/PSRA Act-2005 and as amended time to time.
- (xlvii) The contractor shall ensure to provide female security guards as per the requirement of JH.
- (xlviii) Retention of existing manpower shall not be more than 20% in any case.
- (xlix) **The contractor shall provide 33% guards amongst the category of Ex-Serviceman/Ex-paramilitary forces and rest other guards deputed at JH will be experienced and trained in a security training institutes.** 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.
- (l) Security staff engaged by the contractor shall not take part in any staff union and association activities.
- (li) 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.
- (lii) Agency will provide walkie-talkie to Proctor, Deputy Proctor, Assistant Proctor, Security-in-Charge, Security Officer, each Security supervisor and upto 40% of security guards to ensure effective timely communication between them.
- (liii) JH shall not be responsible for providing residential accommodation to any of the employee of the contractor.
- (liv) JH shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The JH does not recognize any employee employer relationship with any of the workers of the contractor.
- (lv) 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.
- (lvi) If any underpayment is discovered, the amount shall be duly paid to the agency by the JH.

- (lvii) 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 the JH.
- (lviii) 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.
- (lix) The contractor shall disburse the wages to its staff deployed in the JH by the 7<sup>th</sup> day of succeeding English Calendar month through ECS or by Cheques or any other electronic mode of payments.
- (lx) The contractor should have round the clock a control room service in Delhi along with quick response teams to deal with emergent situations.
- (lxi) 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.
- (lxii) The contract can be terminated by giving 1(One) month notice from either side.
- (lxiii) 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.
- (iii) The work may be awarded to the L-1 Agency. 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 in Technical Evaluation Criteria as mentioned in 13 (v) below.
- (iv) If a Firm quotes **NIL** charges /consideration, the bid should be treated as unresponsive and will not be considered.
- (v) 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:-

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

#### 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 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 issuing of the 'Letter of Offer.'
- (iv) 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. 25.00 Lakhs (Rupees Twenty-Five Lakhs Only) in the form Fixed Deposit Receipt /Bank Guarantee as per **Annexure-VI** from a commercial Bank in favour of JH. The Performance Security shall remain valid for a period of (60) Sixty days 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.
- (v) Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for 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.

#### **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)

Date: \_\_\_\_\_  
Place: \_\_\_\_\_

(Signature of Authorized Signatory)  
Designation:  
Phone No.:

Mobile No:

E-Mail:

Seal:

## ANNEXURE-II

### PROFORMA FOR TECHNICAL BID

S. No.	Item(s)	Details	Page no.
1.	Name of Firm/Contractor /Company		
2.	Name of Owner(s)/Partner(s)		
3.	Regd./Mailing Address		
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.	<b>License or Proof of Training Center</b>		
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-2017- 18 _____  FY-2018- 19 _____  FY-2019- 20 _____	
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 JUDICIALSTAMP 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 33% 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 the ----- day and the -----year 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

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) (hereinafter called the “Bank”) of the one part and \_\_\_\_\_ (name of the Jamia Hamdard) (hereinafter 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) (hereinafter 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	EPF @13%	Rs. _____	Rs. _____	Rs. _____
3	ESI @ 3.25%	Rs. _____	Rs. _____	Rs. _____
4	Total per worker per month	Rs. _____	Rs. _____	Rs. _____
5	* Service Charges on wages (____%)	Rs. _____	Rs. _____	Rs. _____
6	Grand Total per worker per month	Rs. _____	Rs. _____	Rs. _____

**Dated**

**(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 <b>Jamia Hamdard</b> .	
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 <b>Annexure-IV</b> .	
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)**