

Tender Ref. No.: 2023-24/ARSD/Security Services/11

Dated: 17/11/2023

**ONLINE TENDER DOCUMENT**

**SECURITY SERVICES TENDER**



**ATMA RAM SANATAN DHARMA COLLEGE**  
Dhaura Kuan, New Delhi - 110021

THIS TENDER DOCUMENT CONTAINS 46 NOS.OF PAGES  
INCLUDING COVER PAGE  
Cost of Tender: 1000/- only



## NOTICE INVITING TENDER

Office of the ATMA RAM SANATAN DHARMA COLLEGE, UNIVERSITY OF DELHI, New Delhi invites E-BIDS (ONLINE TENDER) from registered agencies for security services (Security Guards) for its premises, Dhaula Kaun, New Delhi as per the requirements specified in the Bidding Document under two Bid System through Central Public Procurement Portal.

The description of works is given in the tender document. The tender document floated for the purpose can only be downloaded from Central Public Procurement Portal (CPP Portal) ([www.eprocure.gov.in](http://www.eprocure.gov.in)) and bids can only be submitted in online mode through the same portal([www.eprocure.gov.in](http://www.eprocure.gov.in)). Bids submitted other than CPP Portal will not be accepted. The tender documents may also be downloaded from this office website <https://www.arsdcollege.ac.in/> Important dates related to this tender are furnished below for information:

Sl. No.	Particulars	Date	Time
1	Date of online publication of tender	17.11.2023	
2	Starting date of downloading tender document	20.11.2023	14:00 hr.
3	Starting date of submission of bid	20.11.2023	14:00 hr.
4	Closing date of submission of bid	10.12.2023	15:00 hr.
5	Opening date of technical bid	11.12.2023	15:00 hr.

The Atma Ram Sanatan Dharma College reserves the rights to reject any or all the bids without assigning any reason and the decision of the competent authority of the office of the Atma Ram Sanatan Dharma College, shall be final and binding.



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**ATMA RAM SANATAN DHARMA COLLEGE**

Dhaura Kuan, New Delhi- 110021

Phone:- 24113436, 24117508

Email: [principal.arsdcollege@gmail.com](mailto:principal.arsdcollege@gmail.com)

Tender Ref. No. 2023-24/ARSD/Security Services/11

**E-PROCUREMENT**

**Tender Document for Security Service at ATMA RAM SANATAN DHAMA COLLEGE**

Online tenders are invited from reputed and experienced Security agencies / Organization with sound Technical and Financial capabilities for the following service under two bids system for ATMA RAM SANATAN DHARMA COLLEGE, for a period of one year, and renewal of the contract for a further period of two more years subject to satisfactory performance by the agency.

Details	Security guards	Validity of the contract
Providing round the clock Security Service at Atma Ram Sanatan Dharma College.	1. Security Guards Male (Unarmed)- 16( Semi-Skilled ), 2. Security Guards Male (Armed)- 01, (Skilled ), 3. Security Guards Female (Unarmed) 01( Semi-Skilled)  Total- 18	The tenure of the contract will be initially for one year, renewal for a further period of two terms of one year each could be considered based on satisfactory service and performance.

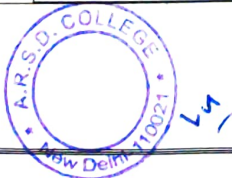
Interested Security Service providers should visit the campus for ascertaining the requirement before submitting their proposal.

**Information & Instructions for Bidders:**

Cost of Tender Form (Non-Refundable)	Rs.1000/- (Rupees One Thousand only) through DD/Banker's Cheque in favour of <b>Principal, Atma Ram Sanatan Dharma College, Payable at New Delhi.</b>
	Tender cost should reach the, Atma Ram Sanatan



	Dharma College, New Delhi-110021 before the end date and time of bid submission. Bidders, however have to attach scanned copies of tender cost along with the e-tender (technical bid).
Tentative Estimated Bid Value	70,00000(Seventy lakhs)
Earnest Money Deposit (EMD)	<b>5% of the total bid value, Rs.3,50000, (Rupees Three Lac Fifty Thousand only/-)</b> in form of an Account payee Demand Draft in favour of <b>Principal, Atma Ram Sanatan Dharma College, New Delhi</b> , Payable at Delhi. EMD cost should reach the Administrative Officer, Atma Ram Sanatan Dharma College, Dhaula Kuan, New Delhi-110021 before the end date and time of bid submission. Bidders, however have to attach scanned copies of tender cost along with the e-tender (technical bid).
EMD Exemption	Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFRs, 2017, should submit documentary proof thereof alongwith technical bid online through CPP Portal. Besides, they have also to enclose a hardcopy of same valid exemption certificate(s) and ensure that the same is submitted to the officer above mentioned.
Issue of Tender Document	Tender Document may be downloaded from the Atma Ram Sanatan Dharma College website <a href="https://www.arsdcollege.ac.in">https://www.arsdcollege.ac.in</a> and CPP Portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> per the schedule provided below.
Date of issue of Tender document	17/11/2023
Bid document Download Start Date & Time	20/11/2023 at 14:00 hr.
Bid Submission Start Date & Time	20/11/2023 at 14:00 hr.
Last date and time for submission of tender	10/12/2023 at 15:00 hr.
Date, time and venue of technical bid opening	11/12/2023 at 03.00 pm. in office Administrative Officer, Atma Ram Sanatan Dharma College.
Address of communication	Administrative Officer Atma Ram Sanatan Dharma College, Dhaula Kuan New Delhi- 110021
Contact Official	Administrative Officer



Contact Details

Phone:- 24113436, 24117508

Email: [principal.arsdcollege@gmail.com](mailto:principal.arsdcollege@gmail.com)

Tenders are liable to be rejected if any of the conditions contained in tender document are not complied with. Amendment/corrigendum, if any in the tender document shall appear only in the website of Atma Ram Sanatan Dharma College i.e. <https://www.arsdcollege.ac.in> and CPP Portal <https://eprocure.gov.in/eprocure/app>

Atma Ram Sanatan Dharma College reserves the right to cancel any or all tenders without assigning any reason thereof.



**TENDER DOCUMENT**  
**FOR**  
**THE CONTRACT FOR PROVIDING**  
**ROUND THE CLOCK SECURITY SERVICES**  
**IN THE ATMA RAM SANATAN DHARMA COLLEGE**

**1. BID SUBMISSION FORM**

2. Annexure (A) : Tentative Requirement of Security Personnel for ARSD College.
3. Annexure (B) : Technical Bid form
4. Annexure (C) : Financial Bid form
5. Annexure (D) : Specimen for Agreement
6. Annexure (E) : Work Experience Certificate
7. Annexure (F) : Details of Security Staff with EPF number to be Submitted  
alongwith the Technical Bid
8. Annexure (G) : Undertaking





**BID SUBMISSION FORM**

*(to be printed on Bidder's letter head, signed, stamped, scanned and submitted online through CPP Portal)*

Date:

**LETTER OF BID**

To

The Principal  
Atma Ram Sanatan Dharma College  
DhauraKaun  
NewDelhi-110021

Ref: Invitation for Bid No. **TENDER No. 2023-24/ARSD/Security Services/11**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We undertake to provide the security services to your office in conformity with the Bidding Document.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any other failure/lapses of serious nature.
6. We undertake, to enter into agreement as per the terms and conditions of the bidding document and bear all expenses including charges for stamps etc and agreement will be binding on us.
7. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/ lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

*(To be printed on Bidder's letter head)*



## TERMS & CONDITIONS

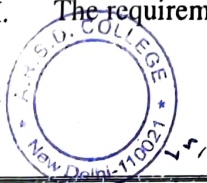
### 1. About the College

- I. The Atma Ram Sanatan Dharma College is a premier College of University of Delhi.
- II. The Atma Ram Sanatan Dharma College is seeking Security Service provider through e-tendering who shall provide trained security guards to watch and ward of the Atma Ram Sanatan Dhama College Land and properties and its buildings etc. As specified in the scope of work.

### 2. Scope of Work/Contract

The tentative number of Security Guard required are enclosed as per **Annexure-A**.

- I. The Agency will be required to provide total security and protection to land, buildings, fittings and fixtures therein; plant & machineries, equipment's installed, office records moveable and immoveable properties from theft, pilferage, trespassing, encroachment etc., of Atma Ram Sanatan Dharma College campus area and other properties/land in the campus.
- II. Safety of trees, shrubs, electric overhead installations, water pipelines, boundary walls etc. and fresh additions/installations from time to time during the contract period.
- III. To maintain security check ups/vigilance to allow the entry of Students/ Other than college staff only after verifying their identity.
- IV. To permit the entry of visitors only after confirming from the designated Officers of Atma Ram Sanatan Dharma College that the entry is for the official purpose.
- V. To permit entry of private vehicles bringing materials in the Atma Ram Sanatan Dharma College only after confirming from the designated officers of Atma Ram Sanatan Dharma College.
- VI. Security persons will be responsible to maintain a record of the incoming and outgoing staff cars on working days and on holidays. A register would be maintained for entry of the staff who are coming to offices during holidays.
- VII. Entry would also be made in a register about the details of the official vehicles and their timings of entry/exit during holidays and before and after working hours.
- VIII. The requirement for Security Guards may increase or decrease as per the deployment plan



of the Atma Ram Sanatan Dharma College. The security personnel will be deployed on eight hours shift duty on round the clock basis.

- IX. To ensure that no part of the Atma Ram Sanatan Dharma College is trespassed /encroached or squatted upon.
- X. The Atma Ram Sanatan Dhama College gets a number of distinguished visitors from within India and abroad who are to be treated very carefully/ courteously.

### 3. Minimum/Mandatory Eligibility Criteria

The security agency should submit the following mandatory requirements:-

- I. Certificates of statutory Registrations:-
- i. Registration under Employee Provident Fund and Miscellaneous Provisions Act, 1952.
  - ii. Registration under Employees State Insurance Act, 1948
  - iii. Registration under The Contract Labour (Regulation & Abolition) Act, 1970
  - iv. Department of Labour Registration/License issued by the Office of Central Labour Commissioner, New Delhi
  - v. License under Private Security Agencies (Regulations) Act/registered under Companies Act/Societies Act/Partnership Act etc., as applicable to run the Security Agency in Delhi.
  - vi. Valid Registration under GST and GST Number.
  - vii. Valid Agency/Company PAN Number.
  - viii. Valid quality assurances certificate(s), **ISO 9001, ISO 14001, SA 8000** Certificate
- II. Average Annual financial turnover of related services during the last three years, ending 31st March of the previous financial year, should be at least 30% (thirty percent) of the estimated cost.
- III. Clientele list with the performance certificate from the agencies mentioned should be furnished in the **Annexure-E**.
- IV. The agency has to attach an undertaking (**Annexure-G**) stating that the agency has carefully read the complete tender document and has agreed to all the terms and conditions, scope of work, Agency's & College obligation, Penalty clause and all other conditions as mentioned in the tender document.
- V. The agency should have at least 100 numbers of Security Guards in its Delhi Branches on its roll and it should be substantiated by producing their Employee Provident Fund (EPF) & ESI numbers and other details of the Security Guards in the prescribed **Annexure-F**.



- VI. The Agency should have at least three years of experience of providing satisfactory security services in Central/State Govt. Organizations and Central/State Autonomous University/Bodies/Educational Institution etc. with satisfactory performance where such type of work/job are being executed or have been performed by the Agency.
- VII. The bidder must have successfully executed/completed similar Services (definition of "similar services" should be clearly defined), over the last three years i.e. the current financial year and the last three financial years: -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
  3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.
- VIII. Bidder should not have defaulted on any bank / financial institute loans in the past. There should not be any statutory dues or undisputed liability.
- IX. Bidder must have sufficient security staff, in addition to the requisite number of security guards, proficient in managing the Security service being provided at the Atma Ram Sanatan Dharma College.
- X. A declaration has to be given that the agency/contractor has not been blacklisted by the Central/State Govt./Autonomous body/Company during the last three years.
- XI. The tenderer must give the job profile of the security agency detailing, among others, the following:
- i. Infrastructure
  - ii. Technical expertise
  - iii. Trained Manpower
  - iv. Availability of all necessary security-related gadgets, equipments etc.



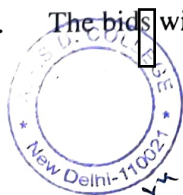
#### 4. BID SUBMISSION

- I. "Technical Bid" shall comprise of all documents as per **Annexure-B**.
- II. "Financial Bid" shall comprise of the price bids of the items included in **Annexure-C**.
- III. Tender acceptance letter must be signed by the authorized signatory of the bidder with seal.
- IV. Conditional tenders will not be accepted.
- V. Manual bids shall not be accepted.
- VI. Bids shall be submitted online only at CPP portal: <https://eprocure.gov.in/eprocure/app>
- VII. Bidders are advised to follow the instructions provided in the 'Instructions to the bidder for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>.
- VIII. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- IX. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the bid documents are liable to be rejected.
- X. Bidder who has downloaded the tender from the College website <https://www.arsdcollege.ac.in> & Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded financial bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and earnest money deposit (hereinafter referred to as 'EMD') would be forfeited and tenderer is liable to be banned from doing business with Atma Ram Sanatan Dharma College.
- XI. Intending bidders are advised to visit the College website <https://www.arsdcollege.ac.in> and CPP Portal) <https://eprocure.gov.in/eprocure/app> on regular basis and at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment at any stage.



## 5. Earnest Money Deposit (EMD):

- i. The tenderer must submit an Earnest Money Deposit of Rs.3,50,000, (Rupees Three Lac Fifty Thousand only/-) which is 5% of the total bid cost, in the form of Demand Draft of any nationalized bank. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period. The Demand Draft shall be **in favour of Principal, Atma Ram Sanatan Dharma College, Dhaula Kuan, New Delhi.**
- ii. The Bidder should scan a copy of the earnest money deposit and upload it online through CPP Portal. The original copy of the earnest money deposit should be sent to Administrative Officer (Office), Atma Ram Sanatan Dharma College, DhaulaKaun, New Delhi- 110021 on or before the time of closing of the uploading of the Bids. The original of the EMD can be sent by Speed Post or Registered Post. It can also be handed over in person. In the event of non receipt of the EMD before the closing of the uploading of the Bids, the bid shall not be opened or rejected.
- iii. Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFRs, 2017, should submit documentary proof there of alongwith technical bid online through CPP Portal. Besides, they have also to enclose a hard copy of same valid exemption certificate(s) and ensure that the same is submitted to the officer in charge as detailed in clause 5.(i).
- iv. Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made here in or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Atma Ram Sanatan Dharma College.
- v. Validity of EMD - up to a minimum period of forty-five days from the date of opening of financial Bids.
- vi. Refund/ Return of EMD - The EMD will be returned/ refunded to unsuccessful bidders within 30 days after the award of the contract. However, in case of successful bidder, it will be refunded/ returned only on receipt of Performance Security Deposit of requisite amount.
- vii. No interest will be paid on EMD.
- viii. The EMD Demand Draft should be submitted separately in a sealed envelope in the college before the last date of submission of bids. Scanned copy of the EMD should also be uploaded in e-procurement portal as part of the technical bid.
- ix. The bids without Earnest Money shall be summarily rejected.

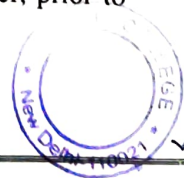


x. **The bid security (earnest money deposit) may be forfeited:**

- I. If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
- II. In case of successful bidder, if the bidder
  - a) Fails to sign the contract in accordance with the terms of the bid document
  - b) Fails to furnish required performance security in accordance with the terms of bid document within the time frame specified by the Client.
  - c) Fails or refuses to honor his own quoted prices for the services or part thereof.
  - d) In such case, the bidder is also liable to be debarred from future tendering. No interest shall be paid on the earnest money deposit.

**6. Criterion for Technical Evaluation of Tender**

- i. The evaluation of the tenders will be made by a Tender Evaluation Committee first on the basis of technical information furnished in form given in Annexure-B, which is an eliminatory round, then only financial bid will be opened. The financial bids shall be evaluated on the basis of commercial information furnished in form given in Annexure-C.
- ii. A notional value of engaging 18 Security Guard shall be calculated and taken into account as per the rates quoted in Annexure-C.
- iii. The bidder should not be blacklisted by any government agency/autonomous body/PSU or any private company and certificate in this regard is to be furnished along with the tender document failing which the bidder is liable to be disqualified.
- iv. The bidders are mandated to disclose all the civil and criminal cases pending against the company and/or their Directors/owners/partners including any FIRs, Police/Vigilance Complaints etc. pending against them. Non-disclosure of it would make the bidder liable to be disqualified.
- v. If such mandatory disclosure has not been done by the successful tenderer, the contract would be terminated at the option of the Atma Ram Sanatan Dharma College the security deposit shall be forfeited to the extent deemed fit by the Atma Ram Sanatan Dharma College.
- vi. Where counter terms and conditions of business have been offered by the tenderer, the Atma Ram Sanatan Dharma College shall not be deemed to be governed by these unless specific written acceptance thereof has been given by the Atma Ram Sanatan Dharma College.
- vii. Technical evaluation will be conducted, keeping in view the requirements/ expectations in respect of security services in the Atma Ram Sanatan Dharma College. Further, prior to



the opening of the Financial Bid, antecedents of the agencies/tenderer will be verified by a Technical Committee of the Atma Ram Sanatan Dharma College, which may also decide to visit/inspect the offices & training center and as well as the sites of the eligible agencies. The Technical Committee will also interact with employees of the agency and as well as its clients. Further, the Technical Bid of the bidder can also be rejected/disqualified on the basis of the antecedent's verifications/reports, conducted & prepared by the Technical Committee constituted by the Atma Ram Sanatan Dharma College.

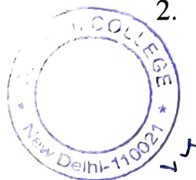
## 7. Rejection of Technical bid

The technical bid submitted shall become invalid/ be rejected in case of the following:

- i. Submission of Manual Bids.
- ii. The bidder does not fulfill Minimum Eligibility Criteria as per the tender document and Technical Bid Annexure-II.
- iii. The bidder has not uploaded and submitted requisite documents, certificates, EMD, Annexures in tender format etc.
- iv. The bids without Earnest Money shall be summarily rejected.
- v. The uploaded documents are not in consonance with the tender document.
- vi. The uploaded documents are found not legible.
- vii. The documents / Certificates / Registrations are found not valid at the last date of submission.
- viii. If contradictions are found in uploaded documents.
- ix. If, the Technical Committee recommends rejection after antecedent verification.
- x. Unresponsive Bids.
- xi. Non-submission of valid registrations and certificates
- xii. Turnover found below the minimum requirement as per tender document and not attached Turnover claim documents like Auditor Report or Certificate for annual Turnover and turnover from Security Services for the Financial Year 2020-21, 2021-22 and 2022-23
- xiii. Non-submission of Complete Tender Documents and requisite Annexures in the given format, duly filled and signed on agency letterhead.
- xiv. Experience Certificate not as per Tender Clause
- xv. Registered Office not in Delhi/NCR or non-submission of documentary proof for the same.

## 8. Opening of Financial Bid and Evaluation

1. After the Technical evaluation of the bids, the College will open on a notified date and time, the 'Financial Bids' (BoQ) of all those bidders who qualified in the technical bid. **The lowest financial bid on the basis of the Service Charge 3% shall only be considered for award.**
2. In case the date of technical bid opening is declared a holiday, the bids will be opened on the next working day at the same time.





3. **Date of Financial Bid Opening:** The date will be intimated subsequently on CPP portal to the technically qualified bidders and/or published on the College website.

4. **Evaluation of Financial bids**

- i. The Financial Bid Quotation must be submitted in the uploaded BoQ file as sought in the enclosed Annexure C. Any modification/tampering with the BoQ file shall lead to disqualification.
- ii. The BoQ consists of rates of Service Charge 3% for one security guard. See Annexure C for details.
- iii. A notional value of engaging 18 Security Guard shall be calculated and taken into account as per the rates quoted in Annexure-C.
- iv. Combined value of the grand totals shall be taken into account from the rates quoted in Annexure-C.
- v. As per the notification issued by Ministry of Finance, Dept. of Expenditure, vide OM No.29 (1)/2014/2014-PPD2 dated 14.09.2014, firm quoting Service Charge 'Nil/Zero (0)' their bid will be treated unresponsive and will not be considered.
- vi. Service Charge 3% is a fee charged by the agency responsible for providing Security Services to cover expenses related to record-keeping, operational charges, incidental charges, Uniform, and other additional administrative costs. **Service charge should not be less than 3% of the minimum wages (basic pay) per Security guard, mentioned in Annexure C.**
- vii. **Bids quoting less than 3% service charge will be rejected.** The service charges will remain the same for the whole tenure and the extended term (if any).
- viii. The rates must be quoted as provided in Annexure-C covering the entire activity as per the scope of the contract. Rates agreed upon shall remain the same throughout the period of the contract.
- ix. The wages and other statutory emoluments mentioned in Financial Bid (Annexure-C) for one security guard shall not be less than the minimum amount laid down as per norms by the Govt. of NCT of Delhi (and/or by other relevant acts/statutes as in force) for the corresponding category of workers, as applicable from time to time.
- x. **In case of a tie among the bidders in the financial bid (BoQ), then L1 will be decided in chronological order as below:**
  - a) The average highest turnover during financial year 2020--21, 2021-22 and 2022-23 and bidder will be L1. In case of more than 1 bidder having equal average highest turnover then, L1 will be decided as per below Clause 8(4) (x) (b).
  - b) The average highest turnover during financial year 2020--21, 2021-22 and 2022-23 and highest experience in the relevant field in Central Govt./State Govt/ Central Universities or State Govt. Universities/ Affiliated or Constituent colleges/ Autonomous Bodies/ Government Public Sector Undertaking bidder will be L1. In



case of more than 1 bidder having equal average highest turnover and highest experience then, L1 will be decided as per below Clause 8(4) (x) (c).

c) Finally, the decision of the Evaluation Committee shall be final.

5. Tenderers are requested to study the terms and conditions of the tender carefully, and submit their tenders accordingly. Any tender/quotation received against this tender and any contract resulting from this tender shall be governed by the terms and conditions indicated in the tender document and the tenderer quoting against this tender shall be deemed to have read, understood and accepted the same. No clarification shall be entertained after receiving the bids.
6. Quotation must be submitted giving complete details as sought in the enclosed Annexures.
7. The total amount quoted should be written both in figures and in words. In case of any discrepancy between the two, the amount mentioned in words will prevail.
8. Bids, which do not comply with the conditions laid down in the tender document, or are unrealistic, are liable to be rejected.
9. The scope of services proposed should not be altered and If found altered, the tender bid shall be rejected.
10. The Atma Ram Sanatan Dharma College shall be entitled to reject any tender without assigning any reason whatsoever.

#### **11. Rejection of the Financial Bid**

The Financial bid submitted shall become invalid/ be rejected in the following cases:

- i. Non-responsive financial bid.
- ii. Non-submission of BOQ file.
- iii. Bids quoting Service charge **less than 3% of the minimum wages (basic pay) per Security guard.** Mentioned in Annexure C.
- iv. If Service charges is quoted in decimal places.
- v. If bid is found non-realistic.
- vi. As per the recommendation of the Technical Committee after evaluation of the Financialbid.

#### **9. General Terms & Conditions**

1. The tenderer must submit an Earnest Money Deposit of Rs.3,50000, (Rupees Three Lac Fifty Thousand only/-) which is 5% of the total bid cost, in the form of Demand Draft of any nationalized bank. The bid security is normally to remain valid for a period of forty-



five days beyond the final bid validity period. The Demand Draft shall be **in favour of Principal, Atma Ram Sanatan Dharma College, Dhaula Kuan, New Delhi**.

2. The Bidder should scan a copy of the earnest money deposit and upload it online through CPP Portal. The original copy of the earnest money deposit should be sent to Administrative Officer (Office), Atma Ram Sanatan Dharma College, DhaulaKaun, New Delhi- 110021 on or before the time of closing of the uploading of the Bids. The original of the EMD can be sent by Speed Post or Registered Post. It can also be handed over in person. In the event of non receipt of the EMD before the closing of the uploading of the Bids, the bid shall not be opened or rejected.
3. **Rejection:** The bids without **EMD** shall be summarily rejected.
4. The tenderer will be suspended for the specific time by the Atma Ram Sanatan Dharma College on the happening of any one or more of the following events:-
  - i. If, after submission of the quotation, the tenderer fails to accept the contract, if awarded, or refuses to comply with any/all of the terms and conditions of the tender.
  - ii. If the tenderer withdraws the offer during the validity period of the quotation.
  - iii. If the successful tenderer fails to commence the contract at the stipulated time in accordance with the terms and conditions of the tender.
  - iv. If the successful tenderer fails to submit the Performance Bank Guarantee/Security Deposit within 15 days of the start of contract. This will also warrant closure or termination of contract.
5. Bid should be complete in all respects and incomplete bids will be summarily rejected. No clarification will be given by the Atma Ram Sanatan Dharma College in this regard.
6. The Atma Ram Sanatan Dharma College reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.
7. The Atma Ram Sanatan Dharma College reserves the right to reject/accept or withdraw any part or full tender(s) without assigning any reason whatsoever. The decision of The Atma Ram Sanatan Dharma College will be final and binding.
8. The Atma Ram Sanatan Dharma College reserves the right to award the contract to deserving parties either in full or in parts. The decision of the Atma Ram Sanatan Dharma College will be final and no enquiry will be entertained in this regard.
9. The Atma Ram Sanatan Dharma College reserves the right to relax/ withdraw any of the terms and conditions mentioned in the tender document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.



10. The tenderers should quote their most competitive price.
11. Canvassing in any form entails the tenderers' disqualification. If any tenderer is found influencing or intimidating other tenderer/tender processes, its tender is liable for disqualification.
12. Please note that any falsification/suppression of information could lead to tenderers' disqualification.

#### **10. Price and Validity**

- I. The rates must be quoted as detailed in Annexure-C covering the entire activity as per the scope of the contract. Rates agreed upon shall remain same throughout the period of contract.
- II. Offer quoted should be valid for a minimum period of 6 Months from the date of opening of Technical Bid. The rates should be quoted in words as well as in figures and in INR only.
- III. For the purpose of comparison of the rates, conditional discounts, if any, offered will not be taken into account. However, the Atma Ram Sanatan Dharma College reserves the right to avail of the same as part of award of the contract.
- IV. Tenderers are advised to understand the magnitude of the work involved for security services in the College before submitting their bids. They may visit the Atma Ram Sanatan Dharma College during working hours with prior appointment from Administrative Officer of the Atma Ram Sanatan Dharma College. No clarification will be entertained after receiving the bids.

#### **11. Duration of the Contract**

- I. The contract will be valid for a period of one years w.e.f. the date of commencement of services.
- II. The Atma Ram Sanatan Dharma College reserves the right to extend the validity of contract on mutual consent on the same terms & conditions for a maximum of two more years, one year at a time, upon the satisfactory functioning of the agency. In this case, the agency may ask for revision of the wages paid to its workers, which shall not be more than the minimum wages duly notified by the Govt. of NCT of Delhi. The Atma Ram Sanatan Dharma College shall consider such proposal and approve an appropriate amount as wages.
- III. In case the contract is extended beyond the initial period of one year, the administrative/service charges will remain fixed during the contract period as well as for extended contract period, if any.



- IV. The Atma Ram Sanatan Dharma College reserves the right to terminate the contract at any time by giving 30 days' notice to the agency.

#### **12. Performance Guaranty**

1. The successful bidder should provide the Performance Security deposit equal to 3% of the value of the awarded contract (DoE, OM NO.F.9/4/2020-PPD dated 30.12.2021) within 15 days of the award of contract.

#### **13. Rates**

The offer should include the following:

- Rates of the Security Guard should be inclusive of all taxes and Statutory levies. However, the basic rates should also be specifically mentioned.

#### **14. Preliminary Scrutiny**

- Atma Ram Sanatan Dharma College will scrutinize offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents been properly signed, and whether items are quoted as per the schedule. The Atma Ram Sanatan Dharma College may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all vendors and Atma Ram Sanatan Dharma College reserves the right for granting such waivers.

#### **15. Clarification of Offers**

- To assist in the scrutiny, evaluation and comparison of offers, Atma Ram Sanatan Dharma College may, at its discretion, ask some or all Security Service providers for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. If deemed necessary, the bidder may be required to give presentation on the proposed offer.

#### **16. Technical Inspection and Performance Evaluation**

- Atma Ram Sanatan Dharma College reserves its right to carry out a technical inspection and performance evaluation (benchmarking) of the offers made by short-listed bidders. This may also include site visit of the current engagement of the bidders.

#### **17. Verification**

- The Atma Ram Sanatan Dharma College reserves the right to verify any or all statements made by the vendor in the tender document and to inspect the vendor's



facilities, if necessary, to establish to its satisfaction about the Security service provider's capacity to perform the job.

#### **18. Award of Contract**

- The financial comparison will be done only on Administrative/ Service Charges basis.

#### **19. Agreement**

- The successful bidder shall sign an Agreement in accordance with the form of Agreement given at Annexure-D on a stamp paper of appropriate denomination and submit the same to the **Principal, Atma Ram Sanatan Dharma College** within 10 days of the receipt of work order.

**20. Statutory Taxes** may be deducted at source, as per rules.

#### **INSTRUCTIONS/GUIDELINES FOR TENDERERS**

1. Each page of tender document should be numbered and signed by the tenderers with rubber stamp of the firm affixed on each page.
2. The tenderer must submit an Earnest Money Deposit of Rs Rs.3,50000, (Rupees Three Lac Fifty Thousand only/-) which is 5% of the total bid cost, in the form of Demand Draft of any nationalized bank. The validity of the Demand Draft must be upto 3 (three) months starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be **in favour of Principal, Atma Ram Sanatan Dharma College, Dhaula Kuan, New Delhi**.
3. Rates offered should be mentioned both in figures as well as in words and offer should be typed or legibly handwritten. The tenders will be valid for a minimum 120 days from the date of its opening. In case of any discrepancy between the amount in figure and words, the amount in words will stand.
4. In case the date of receipt or opening of tenders is declared a Govt. holiday then the tender will be opened on the next working day at the same time.
5. The Atma Ram Sanatan Dharma College in public interest reserves right to accept or reject any or all tenders without assigning any reason and also to impose/relax any of the terms and conditions of the tender.

(Annexure-A)

**TENTATIVE REQUIREMENT OF SECURITY GUARD**

The requirements of SECURITY GUARD (UN-ARMED & ARMED) shall be as under:

Description of Services	Nature	Required No. of Guards /Supervisor
Security Guards Male (Unarmed)	Semi-Skilled	16
Security Guards Male (Armed)	Skilled	01
Security Guards Female (Unarmed)	Semi-Skilled	01
<b>Total</b>		<b>18</b>

Security Guards Male (Unarmed)- 16 (Semi-Skilled)  
Security Guards Male (Armed)- 01 (Skilled )  
Security Guards Female (Unarmed) 01 (Semi-Skilled)



**TECHNICAL BID/COMPANY PROFILE**

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information. **(Please must enclosing proof).**

<b>1.</b>	<b>DETAILS of COMPANY/ FIRM/ ORGANISATION</b>	
<b>a.</b>	<b>Name</b>	
<b>b.</b>	<b>Registered Address</b>	
<b>c.</b>	<b>Address of Office at Delhi/NCR</b>	
<b>d.</b>	<b>Contact person/s</b>	
<b>i.</b>	Name	
<b>ii.</b>	Designation	
<b>iii.</b>	Contact number (landline)	
<b>iv.</b>	Contact number (mobile)	
<b>v.</b>	Email ID	
<b>2.</b>	<b>Type of Firm</b> <i>(Please tick and enclose copy of Memorandum/Articles of Association/Certificate of Incorporation)</i>	<b>Private Ltd / Public Ltd. /Cooperative / PSU</b>
<b>3.</b>	<b>PAN Number</b> <i>(Please enclose attested photocopy)</i>	
<b>4.</b>	<b>GSTIN Number</b> <i>(Please enclose attested photocopy)</i>	
<b>5.</b>	<b>Department of Labour Registration certificate number</b> <i>(Please enclose attested photocopy)</i>	
<b>6.</b>	<b>The Contract Labour (Regulation &amp; Abolition) Act, 1970</b> Registration number <i>(Please enclose attested photocopy)</i>	
<b>7.</b>	<b>Valid quality assurance certificate(s), ISO 9001, ISO 14001, SA 8000 Certificate Registration Number</b> <i>(Please enclose attested photocopy)</i>	





8.	<b>Registered under Companies Act/ Societies Act/ Partnership Act etc., as applicable to run the Security Agency in Delhi.</b>	
9.	<b>Registration number with Private Security Agency Regulation Act, 2005</b>	
10.	<b>EPF Registration Number</b> <i>(Please enclose attested photocopy)</i>	
11.	<b>ESI Registration Number</b> <i>(Please enclose attested photocopy)</i>	
12.	<b>Annual Turnover (overall and for Security services) for the last 3 years (refer to Eligibility Criteria in tender document for details)</b>	Mention enclosures (Enclose copies of attested audited balance sheet and P&L A/c)
13.	<b>Experience of similar work in the field during the last three years Should have provided security services in reputed organizations (refer to Eligibility Criteria in tender document for details) with work order not less than:</b> i. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or ii. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or iii. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.	Mention enclosures  (Enclose copies of documentary evidence e.g. work order and corresponding satisfactory job completion certificates from clients specifying value and period of work order)
14	<b>Workforce Details</b> <b>-should not be less than 100 in security services.</b> <b>-Please enclose the list giving employee-wise details in the format provided in Annexure IV.</b>	
15.	<b>Declaration that agency has not been blacklisted by the Central/State Govt./Autonomous body/Company during the last three years.</b>	



<b>16.</b>	<b>Earnest Money Deposit (EMD) Details</b>	
	<b>D.D. No.</b>	
	<b>Date</b>	
	<b>Amount</b>	
	<b>Drawn on bank</b>	

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

Place:

Date:

Signature of Tenderer



## Two Bid System Tender

### BID SUBMISSION:

1. **Technical Bid:** Technical Bid” shall comprise of document as per Annexure-B, Annexure-E, Annexure-F & Annexure-G. The technical bid should be submitted in the Annexure-B, Annexure-E, Annexure-F & Annexure-G and its scanned copy must be attached with the bid. It should be accompanied by scanned copies of other documents mentioned.
2. **Financial Bid:** Schedule of price bid in the form of BoQ\_Security\_Service.xls The Financial Bid format is provided as BoQ\_Security\_Service.xls along with this tender document at <https://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BOQ\_Security\_Service.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with Atma Ram Sanatan Dharma College . **(No need to upload Annexure-C, it should be upload in the form of BoQ in xls format.)**
3. **Opening of Bid and Evaluation:** Bids shall be evaluated on the basis of technical specifications and rates quoted. Those who do not qualify technically shall not be considered.



(Annexure-C)

**FINANCIAL BID**

S.NO.	Particulars	Security Guard (Unarmed) (Semi-Skilled) in ₹ per month)	Security Guard (Armed) (Skilled) in ₹ per month)
1.	Minimum wages per month as prescribed by the Labour Department, GNCTD under the Minimum Wages Act, 1948 as applicable from time to time	Rs. 19,279/-* (Rs. 742/-per day)	Rs. 21,215/- * (Rs.816/- per day)
2.	ESI Contribution @ 3.25%	Rs. 626.57 /-	Rs. 689.49 /-
3.	EPF Contribution @ 13.00% of (The contributions are payable on maximum wage ceiling of Rs.15,000/-)	Rs. 1950 /-	Rs. 1950 /-
4.	<b>Sub Total</b>	Rs. 21855.57 /-	Rs. 23855.49 /-
5.	Relieving charges @ 16.67%	Rs. 3643.32/-	Rs. 3976.54 /-
6.	Service/Administrative charges in rupees per month.		
7.	<b>Total</b>		
8.	Number of Security Guard (tentative)	<b>17</b>	<b>01</b>
9.	<b>Total (SI No. 7 X 8)</b>		

- For Minimum Wages

[https://labour.delhi.gov.in/sites/default/files/Labour/generic\\_multiple\\_files/adobe\\_scan\\_23-oct-2023.pdf](https://labour.delhi.gov.in/sites/default/files/Labour/generic_multiple_files/adobe_scan_23-oct-2023.pdf)

Administrative Charges in rupees per month:-

In Figures (Rs.).....

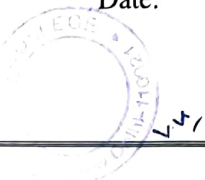
In words (Rupees).....

**Note:**

1. Necessary recoveries of all Government levies/Taxes i.e. GST etc. as applicable from time to time and wherever required the same shall be charged to the agency.
2. The administrative/service charges will remain fixed during the contract period as well as for during extended contract period, if any.

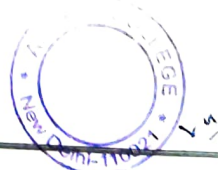
Date:

SIGNATURE OF THE TENDERER



## GENERAL TERMS AND CONDITIONS OF THE CONTRACT/AGREEMENT

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Agency for the services mentioned above shall be the employees of the Agency for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Agency and in no case, a relationship between the said person and the Atma Ram Sanatan Dhama College shall accrue/arise implicitly or explicitly.
2. That the Principal, Atma Ram Sanatan Dharma College or any other persons authorized by the Principal shall be at liberty to carry out surprise check of the services provided by the agency.
3. All tenderers are advised to contact Administrative Officer, for visiting the site and inspect the duty points and also acquaint themselves with the proposed work to be carried out before submission of their tenders.
4. Any tender which is not in conformity as laid down will be summarily rejected.
5. **Security Guards:** should have one year of working experience of security sector and well trained about security duties.
6. The Security Guards should have good health and no communicable diseases. The physical heights of the Security Guards shall not be less than 5.7 feet in case of males and 5.4 feet for females.
7. Security Guards provided by the Agency should also be trained in Civil Defence/fire-fighting.
8. No accommodation or departmental transport will be provided by the Atma Ram Sanatan Dharma College for the Agency's staff.
9. The entire administration of the security personnel will be the responsibility of the agency.
10. The security guards shall always wear uniform as provided by the Agency while on duty.
11. The agency will ensure that the monthly wages are deposited in the individual Saving Bank Accounts of the Security personnel by 07<sup>th</sup> of every month irrespective of their submission of bills to the Atma Ram Sanatan Dharma College and payment thereof. The agency will raise the bill after the payments have been made to the Security Guards. In case of any delay in payment of wages to the Security Guards a penalty of ₹1000/- per day from 7<sup>th</sup> day onwards shall be imposed on the agency. The monthly Bank detail of the Security Guards will be submitted alongwith the bill.
12. The Security Guards engaged by the Agency shall strictly follow the discipline/security rules of the College



13. In case any of the security personnel so deployed by the Agency does not perform duties properly or indulges in any unlawful activities, riot, or disorderly conduct, the Agency shall withdraw such security personnel from the College campus within 24 hours and provide replacement under intimation to the Security Officer.
16. In case of theft cases, Security Guards shall report the matter to the Supervisor of the Company/Agency and he will inform the college authority in writing immediately.
17. The Agency shall furnish Bank Performance Guarantee to an extent of 3% of the total value of annual contract in favour of The Principal, Atma Ram Sanatan Dharma College from a Nationalized/Scheduled Bank. The Earnest Money Deposit (EMD) will be returned to the unsuccessful bidders and the EMD of the successful bidder will be returned only on receipt of the performance security in the form of Bank Guarantee/DD.
18. The Agency shall insure that only a senior level official will attend the periodical meetings of the Joint Monitoring Committee (JMC).
19. The College premise is a 'NO SMOKING ZONE' therefore any personnel deployed by the agency in the Atma Ram Sanatan Dharma College. If found smoking, eating pan, gutka or intoxicants/drugs etc. shall be punished as per the law of land/rules of the Atma Ram Sanatan Dhama College.
20. The agency will provide the **Saving Bank Account details** of all the security guards deployed by it in the Atma Ram Sanatan Dharma College.

If any security personnel indulges in any unlawful activities or is not upto the mark then security agency should withdraw such person within 24 hours and provide replacement for the same. In all such situation, the agency will inform the college authority of the Atma Ram Sanatan Dharma College in time.



**AGREEMENT FOR ROUND THE CLOCK SECURITY SERVICES**

This AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ between the Atma Ram Sanatan Dharma College , Delhi, (hereinafter referred to as ARSD) on the ONE PART. And M/s. \_\_\_\_\_ at \_\_\_\_\_ (hereinafter referred to as Agency) on the OTHER PART.

WHEREAS the Atma Ram Sanatan Dharma College is desirous of signing a contract for the security services at Atma Ram Sanatan Dharma College and whereas the Agency has offered to provide the security arrangement on the terms and conditions hereinafter stated in the tender document.

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

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

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

AND WHEREAS the Agency has agreed to furnish to the Atma Ram Sanatan Dharma College a security deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) by way of Bank Guarantee of Fixed Deposit Receipt.

The security service provider will have to provide, inter-alia, the following services in the Campus on an on-going basis:-

**B. MODALITIES OF CONTRACT**

1. This contract is of the nature of service contract for a specified period and not labour contract.
2. The responsibility of the Agency and schedule of fulfillment thereof shall be as per Terms & Conditions of the Agreement.



3. Monitoring of the implementation of the terms and conditions and the work assigned shall be done by the Atma Ram Sanatan Dharma College through its designated officer/officers/committee and deductions.

### **C. AGENCY'S OBLIGATIONS**

1. That the Agency shall provide security and keep watch and ward of the land and properties of Atma Ram Sanatan Dharma College and on any other property, as may be required by the Atma Ram Sanatan Dhama College.
2. That for performing security duties, the Agency shall deploy persons round the clock in eight hours shifts only. The Agency shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. The Agency shall engage medically and physically fit persons preferably in the age group of 25 to 45 years for security duties. The security agency will provide trained and experienced security guards and supervisors. The security guards having matriculation/X<sup>th</sup> Pass qualification from any recognized board and equivalent shall be placed in the semi-skilled category. The security supervisors having Intermediate/XII<sup>th</sup> qualification with minimum three years of experience in reputed organization of security sectors shall be placed in the skilled category.
3. That the Agency shall submit details of the names, parentage, residential address, age, a passport-size photograph, police verification etc. of the persons deployed by him in the premises of the Atma Ram Sanatan Dharma College for the purpose of proper identification of the employees of the Agency deployed at various points.
4. That the Agency shall ensure that the persons so deployed do not allow any property of the Atma Ram Sanatan Dharma College to be taken out of the premises without a Gate Pass signed by the designated officials of the Atma Ram Sanatan Dharma College.
5. The Agency shall report promptly to , ATMA RAM SANATAN DHAMA COLLEGE/designated Officer of the Atma Ram Sanatan Dharma College, any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the Agency to ensure security and safety of all the property and assets moveable and immovable of the Atma Ram Sanatan Dhama College and if there is any loss to the Atma Ram Sanatan Dhama College on account of dishonesty, and/or due to any lapse on the part of the Agency or its worker, the Agency shall make good on demand the loss to the Atma Ram Sanatan Dharma College.
6. That the Agency shall at its own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to Atma Ram Sanatan Dhama College and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act, Employees Compensation Act.1923, payment of Wages Act,1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965. The Minimum Wages Act, 1948, Employment of Children Act, 1938 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the



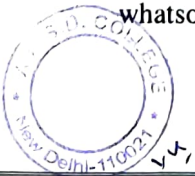


Atma Ram Sanatan Dhama College indemnified from all acts of omission, fault, breaches and/or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Agency's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these the Atma Ram Sanatan Dhama College shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the Agency's monthly payments.

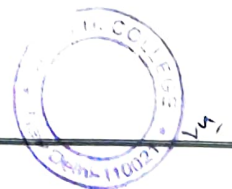
7. That the Agency shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at Atma Ram Sanatan Dhama College in their respective names before submitting the bill for the subsequent month. In case the Agency fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till submission of required documents. The agency shall comply with all the relevant rules and regulations as laid down by G.O.I. for ESI/EPF etc.
8. That the Agency shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rules 1950 framed there-under, as amended from time to time. The Agency shall pay monthly wages to the workers at the rate of minimum wages fixed by the Government of National Capital Territory of Delhi (GNCTD).
9. That the Agency shall be required to maintain permanent attendance register/roll within the building premises which shall be open for inspection and checking by the authorized officers of the Atma Ram Sanatan Dhama College.
10. That the Agency shall make the payment of wages, etc. through Bank only to the persons so deployed and shall on demand furnish copies of wages register/muster roll, copies of Bank Statements/Passbook etc. to the Atma Ram Sanatan Dhama College for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Agency to ensure fulfilling its commitments towards employees so deployed under various Labour laws, having regard to the duties of Atma Ram Sanatan Dhama College in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Agency shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages and terms of employments, inspection and submission of periodical returns.
11. The Agency shall be fully responsible and liable for payment and settlement of all the matters arising out of the decisions of the Labour Court or any other court of law, Tribunal/Board with regard to employment of the workers and payment of the benefits to them. The Agency shall depute its authorised representative in Labour court or any other court of law, and shall be solely responsible and liable for the cost of such litigation. The Atma Ram Sanatan Dhama College shall not be responsible and shall not bear any cost of such litigation.



12. The contractors may be required to furnish separate ECR's and a separate e-challan containing employee wise details of PF dues deducted from the salary/wages of the employees along with employer share as per Govt. rates in respect of the employees deployed in the Atma Ram Sanatan Dharma College.
13. The successful tenderer/agency shall not engage any sub-agency or transfer the contract to any other person/firm/agency in any manner. The agency shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
14. It will be prime responsibility of the service provider to disburse the wages to their Security Guards and Supervisors on or before 7<sup>th</sup> day of every month. The agency will raise the bill after the payments have been made to the Security Guards/Supervisors. In case of any delay in payment of wages to the Security Guards/Supervisors a penalty of ₹1000/- per day from 07<sup>th</sup> day onwards shall be imposed on the agency.
15. The Agency will comply with all the provisions of Private Securities Regulation Act, 2005.
16. That the uniforms supplied by the Agency at its own cost to the persons deployed for this work shall include army-cut, anklets, ankle boots, web belt (with baton strap), baton beret with ceremonial heckle, whistle, loaded torches etc. The seasonal equipment such as Jerseys, grey coats in winters and rain coats in monsoon shall also be provided by the Agency at its cost and Atma Ram Sanatan Dharma College shall have no liability whatsoever on this account.
17. The Agency shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of the employees so deployed and ensure preservation of peace and protection of persons and property of the Atma Ram Sanatan Dharma College.
18. That the Agency shall deploy persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Delhi Shops and Establishment Act. The Agency shall in all dealings with the persons in its employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Agency committing a default or breach of any of the provisions of the Labour Laws including the provision of Contract Labour (Regulation Abolitions) Act, 1970 as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to the Registrar a sum as may be claimed by the Atma Ram Sanatan Dhama College.
19. During the notice period of termination of the contract in the contingencies contemplated above, the Agency shall keep on discharging its duties as before till the expiry of notice period.
20. It shall be of the duty Agency to withdraw all the deployed persons on expiry/termination of the contract and will ensure that no person creates any disruption/hindrance or problems of whatsoever nature to Atma Ram Sanatan Dharma College.



21. Income Tax will be recovered from the Agency's monthly bill as per the Govt. of India's order and necessary TDS certificate will be issued to him as a proof of having deducted the tax.
22. The Agency should not allow security personnel to conduct any unlawful/union activities in the campus of Atma Ram Sanatan Dharma College.
23. The manpower deployed by the Agency are employees of the Agency and they have no right to claim for any compensation or regular employment in the Atma Ram Sanatan Dhama College. The Atma Ram Sanatan Dhama College does not own any responsibility/liability whatsoever either for absorption/continuation or for regularization or compensation etc. on whatsoever grounds and /or reasons. The Agency should provide a copy of appointment order issued to the workers.
24. All disputes arising from this contract in respect of personnel posted at Atma Ram Sanatan Dharma College concerning their wages or any other matter connected with their service conditions under relevant Labour Laws are solely and wholly the responsibility of the Agency. The Atma Ram Sanatan Dharma College will be free from all encumbrances either from the Government or from any other sources.
25. The Agency has to give an undertaking that they will not appoint any worker who has worked at the site of the Atma Ram Sanatan Dhama College under any such contract in the last three years.
26. The agency will be responsible for leave, replacement and other welfare measures for the security guards and other supervisory staff.
27. The Agency shall issue identity cards/name badges to the staff/security guards/supervisors duly signed by the agency. The identity card shall bear:
  - i) Agency's name and address
  - ii) Name of the Security Guard
  - iii) Validity period etc.
  - iv) Photograph of employee
  - v) EPF/ESI number of the employee
28. The Agency shall keep the Atma Ram Sanatan Dhama College indemnified against all claims of whatsoever nature in respect of the security personnel deployed by the Agency and any financial or any other liability.
29. Agency will provide a baton, torch, whistle etc. to Security Guards.
30. Agency will depute adequate staff (guards) so that no guards are put on double duty.
31. The Agency will make necessary provisions for giving weekly off to every guard on duty.



32. That on taking over the responsibility of providing security arrangements, the Agency shall formulate the mechanism and duty assignment of Security personnel in consultation with the Atma Ram Sanatan Dharma College. Subsequently, the Agency shall review the security arrangement from time to time and advise the Atma Ram Sanatan Dhama College. The Agency shall further bound and carry out the directions/instructions given by the Atma Ram Sanatan Dhama College in this respect from time to time.
33. That in case if the services of the Agency is not found effective and satisfactory, Agency shall immediately initiate steps for improvement of the services as per the requirement of the Atma Ram Sanatan Dhama College.
34. That the agency shall furnish a satisfactory certificate on prescribed format from concerned authority for satisfactory services every month along with the bills.
35. The agency shall ensure that no person who has been booked for any criminal case is deployed in the Atma Ram Sanatan Dharma College.
36. The Agency shall be fully responsible and liable for payment and settlement of all the matters arising out of the decisions of the Labour Court or any other court of law, Tribunal/Board with regard to employment of the workers and payment of the benefits to them. The Agency shall depute its authorised representative in Labour Court or any other court of law, and shall be solely responsible and liable for the cost of such litigation. The Atma Ram Sanatan Dharma College shall not be responsible and shall not bear any cost of such litigation.
37. The successful tenderer/agency shall not engage any sub-agency or transfer the contract to any other person/firm/agency in any manner. The agency shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
38. The agency would also have to ensure the general discipline of the guards and take up night checks as well as provide on job training schedules for the guards to make them acquainted with the security requirements of the campus as per the academic and administrative schedule of the Atma Ram Sanatan Dhama College.
39. Penalty will be imposed in case the guards are found sleeping on duty or performing duties more than the shift hours. Security Guards may also be asked to perform such other duties, which may be essential for maintenance of secure and disciplined environment in the campus.
40. No security guard would be allowed to reside in the campus.
41. The Security agency will be responsible for the safekeeping of all the equipment, fixtures and any other Atma Ram Sanatan Dhama College property.



42. The agency will also have to inform the authorities about any pilferages noticed in the campus. The agency will be responsible for any theft and will be lable for the loss incurred.
43. The Security service provider shall enter into an agreement / contract, the terms of which would govern the contract.

#### **D. ATMA RAMSANATAN DHARMA COLLEGE OBLIGATIONS**

1. That in consideration of the service rendered by the Agency or as stated above the agency shall be paid amount as per the approved financial bid and revision of rates as applicable as per the notification of the Govt. of NCT of Delhi from time to time. Such payment shall be made on the basis of the bills raised by the Agency and duly certified by the Officer of the Atma Ram Sanatan Dharma College.
2. That payment on account of enhancement/escalation of charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by the Atma Ram Sanatan Dharma College to the Agency.
3. The security deposit will be refunded to the Agency within three month of the expiry of the contract only on the satisfactory performance of the contract.

#### **E. COMPLETION**

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

#### **F. FORCE MAJEURE**

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

#### **G. INDEMNIFICATION**

1. That the Agency shall keep the Atma Ram Sanatan Dharma College Indemnified against all claims whatsoever in respect of the employees deployed by the Agency. In case any employee of the Agency so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Agency to contest the same. In case college is made party



and is supposed to contest the case, the Atma Ram Sanatan Dharma College will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Agency to Atma Ram Sanatan Dharma College on demand. Further, the Agency will ensure that no financial or any other liability comes on Atma Ram Sanatan Dharma College in this respect of any nature whatsoever and shall keep Atma Ram Sanatan Dharma College indemnified in this respect.

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

#### **H. PENALTIES/LIABILITIES**

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

#### **I. COMMENCEMENT & TERMINATION OF AGREEMENT**

1. The Agreement shall be effective from the date of acceptance of the offer as shown in the letter of acceptance of offer and award of work issued to CONTRACTING AGENCY/CONTRACTOR and shall remain in force for a period of 24 months from the said date.
2. The Agreement shall be deemed to expire on completion of the period, as agreed to in the said agreement unless extended by both the parties on mutually agreed terms and conditions.
3. During the tenure of the Agreement, parties hereto can terminate the Agreement either for breach of any of the terms and conditions of this Agreement or otherwise by giving a [one month] notice in writing to the defaulting party. Failure of either party to terminate the Agreement on account of breach or default by the other shall not constitute a waiver of that



party's right to terminate this Agreement.

4. In this event of termination of the Agreement vide provision at F(iii) the rights and obligations of the parties thereto shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by INDENTING OFFICE.

#### **J. AMMENDMENTS TO THE AGREEMENT**

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

#### **K. DISPUTE SETTLEMENT/ARBITRATION**

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

#### **L. JURISDICTION**

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

IN WITNESS WHEREOF the parties hereto have signed these paperson the date, month and year as mentioned here under.

For and on behalf of the Agency

For and on behalf of  
Atma Ram Sanatan Dharma College ,  
Delhi-110007



WITNESS

1.

1.

2.

2.





**On Company / Institution letter head**

**Work Experience Certificate**

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

Signature :

Name:

Designation:

Institution:

Tel. No.:

Mob. No.:

E-Mail:





**Annexure-G**

**On your agency letter head**

**UNDERTAKING**

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

Signature :

Name :

Designation :

(With Seal of the Agency)



## **INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

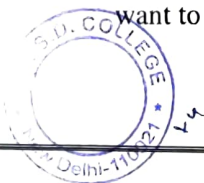
More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra etc.), with their profile
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

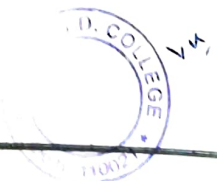


## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 4) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been



completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 5) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 125 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 10) All documents as per tender requirement shall be uploaded online through CPP Portal Website: <https://eprocure.gov.in/eprocure/app> and no documents except, original demand draft towards EMD and Tender Cost will be accepted offline.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

