



SSCBS/e-Tender/3/2017-18

**SHAHEED SUKHDEV COLLEGE OF BUSINESS STUDIES
(UNIVERSITY OF DELHI)**

CONTENTS OF BIDDING DOCUMENT

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**SHAHEED SUKHDEV COLLEGE OF BUSINESS STUDIES
(UNIVERSITY OF DELHI)
PSP AREA IV, DR. K.N.KATJU MARG,
SECTOR 16, ROHINI, DELHI – 110 089**

SECTION-1

NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES IN SSCBS

E-Tenders are invited under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership having proven capacity to provide security services with the suitable and uniformed trained manpower, for Shaheed Sukhdev College of Business Studies, PSP Area IV, Sector 16, Rohini, Delhi – 110 089, for a period of two years on contract basis/outsourcing basis. **Manual bids shall not be accepted.**

2. Document Download: Tender documents may be downloaded from www.sscbs.du.ac.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

CRITICAL DATE SHEET

Published Date	28 March, 2018 (05.00 pm)
Bid Document Download / Sale Start Date	03 April, 2018 (10.00 am)
Clarification Start Date	04 April, 2018 (10.00 am)
Clarification End Date	09 April, 2018 (02.00 pm)
Bid Submission Start Date	10 April, 2018 (10.00 am)
Bid Submission End Date	28 April, 2018 (11.00 am)
Bid Opening Date	01 May, 2018 (12.00 noon)

3. Bid Submission: Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

Bidders are advised to follow the 'Special Instructions to the Contractors/Bidders for the e-submission of the bids online' available through the link 'Help for Contractors' at the e-Procurement Portal <https://eprocure.gov.in/eprocure/app>

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

5. Tenderer who has downloaded the tender from the college website www.sscbs.du.ac.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, **shall not tamper/modify the tender form including 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 the college

6. Intending tenderers are **advised to keep checking the college website www.sscbs.du.ac.in and CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.**

7. Bid Security/EMD Payment:

Earnest Money Deposit of **Rs.3,00,000/- (Rupees Three Lakhs only)** in the form of Account Payee Cheque/ Bank Guarantee in favour of Principal, Shaheed Sukhdev College of Business Studies to be submitted in SSCBS or may transfer to the college Account as Bank Transfer (RTGS). College Bank details are (Account Name: Principal, S.S.C.B.S Maintenance A/c, Account Number: 35810777577, IFS Code: SBIN0011550, Bank: State Bank of India, Sector-11, Rohini). The bidder shall submit the EMD with the college in case of payment through Account payee cheque or bank guarantee and upload the receipt of the same with the online bid. EMD through Demand Draft/Bankers Cheque is not acceptable. EMD of unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

8. Bids (Technical) will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid the results of their qualification as well as Financial-Bid opening will be intimated later.

Submission of Tender

The tender shall be submitted online in Two part, viz., Technical bid and Price bid.

All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

Technical Bid

The following documents are to be furnished by the Contractor along with **Technical Bid** as per the tender document:

- i) Signed and Scanned copy of **proof for payment of Earnest Money Deposit**
- ii) Signed and Scanned copy Certificates like Registration certificate, PAN No, GST No.
- iii) Signed and Scanned copy of Proof of Annual Turnover, Net Profit.
- iv) Signed and Scanned Copy of **Tender Acceptance Letter & Letter of authorization to submit bid.**
- v) An undertaking (self-certificate) that the **agency hasn't been blacklisted** by a Central / State/UT Government institution and there has been no litigation with any government department on account of IT services.
- vi) No near relative certificate

FINANCIAL BID

- (a) Schedule of financial bid in the form of BOQ_XXXX .xls

**Administrative Officer
SSCBS**

SECTION-2

INSTRUCTIONS TO BIDDERS

1. GENERAL:-

- 1.1 The present tender is being invited for Security Services under which the contractor shall provide uniformed and trained personnel and will use its best endeavours to provide security of building, equipments, materials and staff working in Shaheed Sukhdev College of Business Studies), monitoring and surveillance of the premises.

2. ELIGIBLE BIDDERS:-

- 2.1. All security agencies who are providing similar kind of services for at least last three consecutive years 2014-15, 2015-16 & 2016-17 and having annual average turnover of minimum Rs.1,00,00,000/- (Rupees One Crore) during these three years and individually in last financial year in the books of accounts.
- 2.2. The bidder should have the experience of completion of similar works in any of the reputed MNC, Colleges, Autonomous Institutions, Universities, 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 during any of the last three years i.e. 2014-15, 2015-16 & 2016-17 as follows:-
- (a) Three similar completed works costing not less than Rs. 40,00,000/-
 - (b) Two similar completed works costing not less than Rs. 50,00,000/-
 - (c) One similar completed work costing not less than Rs. 60,00,000/-.
- 2.3 The security agency should be ISO Certified having valid licence under Private Security Regulation Authority (PSRA) Act.

3. QUALIFICATION OF THE BIDDERS:-

- 3.1. The Bidder, to qualify for the award of contract, shall upload a written power of attorney authorizing the signatories of the bid to participate in the bid.
- 3.2.(a) Memorandum of Understanding will have to be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.
- (b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;
- (c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- 3.3. The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

- 3.4. Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act.
- 3.5. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
- 3.6. Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his/her bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If Shaheed Sukhdev College of Business Studies subsequently finds to the contrary, the college reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void with immediate effect.
- 3.7. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

4. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself/herself 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.

5. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the college will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

6. VISIT TO COLLEGE:-

The bidder is required to provide security services to college and is advised to visit and acquaint himself with the premises, campus layout and every other relevant aspect. The costs of visiting shall be borne by the bidder on the submission of bid. It shall be deemed that the bidder has undertaken a visit to the college and is aware of the operational conditions prior to the online submission of the tender documents.

7. TENDER DOCUMENTS:-

7.1. Contents of Tender Documents.

7.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Security Services. The Tender document comprises of:

- a) Notice of Invitation of Tender.

- b) Price Bid.
- c) Terms and Conditions.
- d) Tender form for providing security services (**Annexure-I**)
- e) Scope of Work (**Annexure-II**)
- f) Financial Bid for security services (Sample of BOQ) (**Annexure-III**)
- g) Method of award of work (**Annexure-IV**)
- h) Check list for Pre-qualification Bid (**Annexure-V**)
- i) Check list for Technical Evaluation (**Annexure-VI**)
- j) Undertaking (**Annexure-VII**)
- k) Form of Bank Guarantee of Performance Security (**Annexure-VIII**)
- l) Form of Agreement (**Annexure-IX**)
- m) Form of Bank Guarantee of Bid Security (**Annexure-X**)

7.1.2. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information 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 risk and may result in rejection of his/her bid.

7.1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

7.2. Clarification of Tender Document

7.2.1. The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall immediately inform the Office of Administrative Officer (SSCBS).

7.2.2. 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 Administrative Officer before submitting his bid. All communications between the bidder and the college shall be carried out in writing.

7.2.3. Intending bidders are advised to visit this website regularly till closing date of the submission to keep themselves updated as any change/modification in the tender will be intimated through this website only by Corrigendum/ Addendum/ Amendment

8. PREPARATION OF BIDS

8.1. Language: Bids and all accompanying document shall be in English.

8.2. Documents Comprising the Bid: Tender document issued for the purposes of tendering as described in Clause 7.1 and any amendments issued shall be deemed as incorporated in the Bid.

8.2.1. The bidder shall, on or before the date given in the Notice Invitation to Tender, submit his bid in sealed envelopes clearly marked with the name of the Tender.

- 8.2.2. 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.
- 8.2.3. The bidder shall deposit Bid Security (Earnest Money Deposit) of **Rs.3,00,000/- (Rupees Three Lakhs only)** in the form of Account Payee Cheque/ Bank Guarantee in favour of Principal, Shaheed Sukhdev College of Business Studies to be submitted in SSCBS or may transfer to the college Account as Bank Transfer (RTGS). College Bank details are (Account Name: Principal, S.S.C.B.S Maintenance A/c, Account Number: 35810777577, IFS Code: SBIN0011550, Bank: State Bank of India, Sector-11, Rohini). EMD of unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract
- 8.2.4. Bid document shall be addressed to the Principal, Shaheed Sukhdev College of Business Studies, PSP Area IV, Dr. K.N. Katju Marg, Sector 16, Rohini, Delhi – 110 089.
- 8.2.5. 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) and(c), completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide security services.

8.3. BID PRICES:-

- 8.3.1. 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 at Shaheed Sukhdev College of Business Studies. 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, EPF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.
- 8.3.2. The rates and prices quoted by the Bidder shall be exclusive of all taxes.
- 8.3.3. The rate quoted shall be responsive and the same should be inclusive of all Statutory obligations such as Minimum Wages, ESI, EPF contributions, bonus, relieving, wages for leave reserve, 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.
- 8.3.4. Conditional bids/offers will be summarily rejected.

8.4 Form of Bid:-

All the documents uploaded with the 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, it shall be signed by a duly authorized representative of each member of participant thereof. Signatures shall be witnessed and dated. Copies of relevant power of attorney shall be attached. Financial Bid should be strictly as per BOQ.

8.5. Currencies of Bid and Payment:-

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

8.6. Duration of Contract:-

The contract may be valid initially for a period of two years and the college reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond further two years.

8.6.1 Escalation Clause: After the initial duration of the contract of two years and the satisfactory performance of the service provider the contract may be extended with an escalation of up to 10% in the bid value for the extended period. The other terms and conditions would remain the same.

8.7. BID SECURITY:-

8.7.1. The bidder shall deposit Bid Security (Earnest Money Deposit) of **Rs.3,00,000/- (Rupees Three Lakhs only)** in the form of Account Payee Cheque/ Bank Guarantee in favour of Principal, Shaheed Sukhdev College of Business Studies to be submitted in SSCBS or may transfer to the college Account as Bank Transfer (RTGS). College Bank details are (Account Name: Principal, S.S.C.B.S Maintenance A/c, Account Number: 35810777577, IFS Code: SBIN0011550, Bank: State Bank of India, Sector-11, Rohini). EMD of unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract

8.7.2. Any Tender not accompanied by Bid Security shall be rejected.

8.7.3. 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 30th day after the award of the contract.

8.7.4. Bid security of the successful bidder shall be returned on receipt of Performance Security in the College and after signing the contract agreement.

8.7.5. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

8.7.6. Bid Security shall be forfeited 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 College.

8.8. Format and Signing of Bid:-

8.8.1. The bidder shall upload one copy of the Tender document and Addenda/Corrigendum, 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.

8.8.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be 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.

8.8.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the College, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialled/signed and dated by the person or persons signing the bid.

9. Submission of Bids:-

9.1.1. The bidder shall submit the bids in two covers i.e. Pre-qualification Bid/Technical Bid and the Financial Bid on the e procurement, Govt. of India website.

9.1.2. The Technical Bid should consist of the following documents:-

- a) Proof of Bid Security (Earnest Money Deposit) of Rs.3,00,000/- (Rupees Five Lakh only), i.e. copy of receipt/UTR Number, submitted in the college in the form of Account Payee Cheque/ Bank Guarantee in favour of Principal, Shaheed Sukhdev College of Business Studies or transferred to the college Account as Bank Transfer (RTGS).
- b) Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, email id, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers, email ids of Directors/Partners also;
- c) Self-attested copy of PAN No. card under Income Tax Act;
- d) Self-attested copy of GST Registration Number;
- e) Self-attested copy of Valid Registration No. of the Agency/Firm;
- f) Self-attested copy of valid EPF Registration Number;
- g) Self-attested copy of valid ESI Registration Number;
- h) Self-attested copy of valid Licence and Number under Contract Labour Act and under any other Acts/Rules;
- i) Proof of Average Annual turnover as stated in Clause 2.1 supported by audited Balance Sheet, Form 16 of last three years;
- j) Proof of experience as stated in Clause 2.2.(a), (b) and (c) supported by documents from the concerned organizations; and
- k) Duly filled and signed Annexures.

9.1.3. The tender shall remain valid and open for acceptance for a period of 60 days from the last date of submission of tender.

9.2 Late and Delayed Tenders:-

- 9.2.1. The College may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the college and the Bidder will be the same. This information will be posted on the e procurement website of Govt. of India only in the form of Corrigendum.

10.1 Bid Opening and Evaluation:-

- 10.1.1 The authorized representatives of the College will open the Pre- qualification/Technical Bids on the e procurement website
- 10.1.2. The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.
- 10.1.3. Conditional bids will also be summarily rejected.
- 10.1.4. Subsequently, the selected technical bids will be evaluated as per the methodology given in the Annexure-IV of the Tender document.
- 10.1.5. Financial bids of only the technically qualified bidders will be opened for evaluation.

10.2 Right to accept any Bid and to reject any or all Bids:-

- 10.2.1. Shaheed Sukhdev College of Business Studies (SSCBS) is not bound to accept any bid and may at any time by notice in writing terminate the tendering process.
- 10.2.2. Shaheed Sukhdev College of Business Studies may terminate the contract if it is found that the contractor is black listed on previous occasions by any of the MNCs/ Colleges / Institutions/ Local Bodies/Municipalities/ Public Sector Undertakings, etc.
- 10.2.3. Shaheed Sukhdev College of Business Studies, may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

11.1 Award of Contract:-

- 11.1 SSCBS, 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.
- 11.2 SSCBS will communicate the successful bidder by uploading the letter of offer on this website. This letter (hereinafter and in the condition of contract called the “Letter of Offer”) shall prescribe the amount which College will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- 11.1.3. The successful bidder will be required to execute an agreement in the form specified in Annexure-IX within a period of 30 days from the date of issue of Letter of Offer.
- 11.1.4. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of ‘Letter of Offer’ for an amount of 5% of the total bid value for the period of two

years in the form of an Account Payee Cheque , Fixed Deposit Receipt from a Nationalized Commercial bank, or Bank Guarantee from a Nationalized Commercial bank in an acceptable form (Annexure-VIII) in favour of “ Principal, Shaheed Sukhdev College of Business Studies”. The Performance Security shall remain valid for a period of 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.

- 11.1.5. The successful bidder will submit the Universal Account No. of ESI/EPF subscription within one month from the award of the work. Quarterly system generated statements of EPF subscription are required to be submitted latest by 10th of every quarter.
- 11.1.6. The successful bidder will submit the verified attendance record of all deployed security personnel along with the bills submitted on monthly basis. The contractor shall disburse the remuneration/wages through ECS to all security personnel by 7th of every month. Any delay to get the payments from SSCBS due to any reason will not be the excuse for not releasing the remuneration/wages to deployed staff and neither the college shall be liable to pay any interest on outstanding dues.
- 11.1.7. 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 Bid Security.
- 11.1.8 If the successful bidder who has been awarded the contract fails to execute the work within one month from the date of award of contract, SSCBS reserves the right to withdraw the award of contract offered to the bidder and his EMD/Performance Security may be forfeited. The bidder shall indemnify SSCBS for all losses and damages for the same. Further, SSCBS will award the contract to the next bidder in Financial Bid (L2).

TERMS AND CONDITIONS OF THE CONTRACT

1. The Agency shall attend with responsibility and sincerity to the security threats like thefts, pilferage, unauthorised occupation of buildings and college land, encroachment, trespassing, removal of unauthorised hording and temporary/permanent shops, eve teasing, criminal acts, cattle pounding, grazing, stray dogs & other animals and any other unforeseen contingencies. The Agency will thus carry out duties such as checking of in coming and outgoing vehicles, control on visitors, removal of unauthorised persons from campus, checking of consignments, check errant trespassers, handing over of criminals to the local police, operation of the firefighting equipment, safeguarding of employees/students, buildings, equipment, stores etc. during peace and also during any strike by the employees& students unrest, normal preventive security measures, providing early warning & mobilizing trouble shooting elements in the college, impounding of stray cattle, removal of stray dogs and take the necessary security measures as deemed fit, for maintaining a calm and tranquil environment in the college. The agency will maintain good liaison with the college Administration, the local administration & the police for smooth and peaceful day to day working and congenial environment in the college campus.
2. The agency shall provide complete, continuous, round the clock security as per the shifts. 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 the college from time to time depending upon the requirements. Agency should make efforts not to prolong the duty hours. No payment shall be made by the college for double duty, if any.
3. The personnel will have to report to the college at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the college.
4. The agency shall deploy the requisite number of literate, trained, smart active and motivated security personnel of good character and sound health and preferably not more than 55 years of age. The physical and medical standards of all personnel should be as under.
5. A Security personnel will be deployed by the Agency after his/her verification is completed and only after proper screening done at the college level, is conveyed in writing to the agency by the college.
6. The agency has to be ISO certified.
7. The security personnel must have an impressive bearing, be physically fit, smart and well dressed with proper summer and winter uniforms (shirts, trousers, jersey woollens,

overcoat, raincoat, umbrella, shoe, belt, badges etc.) which shall be provided by the agency at its own expenses. The agency shall be responsible for providing to its guards reasonable good and adequate clothing to face the climatic conditions during duty hours.

8. The security staff deployed by the agency will not join any union/ association and shall have absolutely no claim for employment at the college or any other claim on the college.
9. Under the terms of their employment agreement with the Contractor the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor, failing which appropriate penalty shall be imposed without giving any notice.
10. Full control of the security staff provided by the agency will rest directly with the agency. The college will nominate officer(s) by name(s) to oversee the duties of the security staff who will deal with the agency and issue necessary orders. The administrative control of the force like pay and allowances, leave, uniform, transfer appointments, testimonials and replacement, discipline, loyalty and conduct etc. of the personnel will rest with the agency,. All security personnel will be the staff of the agency and in no case, any onus in any form or claim of any type for employment or regularisation etc. will rest on or be preferable on the college. The agency will be solely responsible to protect the college against any such claim.
11. The contractor shall indemnify and hold the college indemnified from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
12. In case the security arrangements are found unsatisfactory, in its absolute discretion, the college will have every right to terminate the contract with one month's notice, before the maturity period of the contract, without assigning any reason thereof.
13. Subletting of the contract or any part thereof will lead to summary cancellation of the contract, and will make the agency liable to punitive action by the college including forfeiture of the security deposit.
14. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as 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 College.
15. The payment would be made at the end of every month based on the documentary proof jointly signed by the representative of the college and the contractor / his representative / personnel authorized by him. No other claim on whatever account shall be entertained by the College.

16. As far as EPF is concerned, it shall be the duty of the Contractor to get EPF code number allotted by RPFC against which the EPF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective EPF authorities as stipulated for the employees working in the college.
17. The antecedents of security staff deployed shall be verified by the contractor from local police authority at his own cost and efforts.
18. The Contractor will maintain a register in which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the College. 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 (on the format), duly countersigned by the concerned official of the college, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
19. All liabilities arising out of accident or death of personnel while on duty shall be borne by the contractor.
20. 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.
21. The security agency, if, required will submit necessary reports and security related information from time to time to the college authorities along with regular meetings at least once in a month to review the overall security of the college.
22. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the college and shall not knowingly lend to any person or company any of the effects of the college under its control.
23. The security staff shall not accept any gratitude or reward in any shape from any staff, student or visitors.
24. That in the event of any loss occasioned to the college, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the college, the said loss can be claimed from the contractor up to the mutually agreed upon value of the loss. The decision of the college will be final and binding on the agency/contractor.
25. 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 the college may issue from time to time and which have been mutually agreed upon between the two parties.

26. The college shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the college.
27. The contractor shall be responsible to maintain all property and equipment of the college entrusted to it.
28. The contractor will not be held responsible for the damages/sabotage caused to the property of the college due to any other event of force majeure.
29. The contractor will deploy supervisors as per the need given by the college. The supervisor shall be required to work as per the instructions of college.
30. The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), and habitual offenders in this regard shall be removed from the service to college.
31. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff and should project an image of utmost discipline. The College shall have right to have any person moved in case of staff/ students complaints or as decided by representative of the College if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
32. In case any of contractor's personnel(s) deployed under the contract is (are) absent without replacement by contractor, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the College and the same shall be deducted from the contractor's bills.
33. In case of any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, after the due Inquiry the concerned contractor's personnel shall be removed from the service to college system immediately.
34. The contractor shall ensure that its personnel shall not at any time, without the consent of the College in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the College and shall not disclose to any information about the affairs of College. This clause does not apply to the information, which becomes public knowledge.
35. Any liability arising out of any litigation (including those in consumer courts) 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.

FORCE MAJEURE:

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as acts of God/Nature etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. 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 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 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 seven days, whichever is more, either party may at its option terminate the contract.

The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

“NOTICE TO PROCEED” means the notice issued by the College to the contractor communicating the date on which the work/services under the contract are to be commenced.

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 College for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the College.

The contract period is twenty four months from the date of the commencement (as mentioned in Notice to Proceed).

During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the College shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.

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 College may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the College from the contractor.

If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the College, such money shall be deemed to be payable by the contractor in case the same money was not paid by the contractor to his employees to the College within seven days. The College shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.

The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.

The bidder should be registered with the concerned authorities of Labour College under Contract Labour (R&A) Act 1970 and Delhi Works Contract Act (wherever applicable).

The contracting agency shall not employ any person below the age of 18 years and above the age of 55 years manpower so engaged shall be trained for providing security services and fire fighting services before joining.

The contractor shall ensure that only physically fit personnel shall be deployed for duty.

The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis/ballams, battens etc. and other equipments/implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

The college shall not be responsible for providing residential accommodation to any of the employee of the contractor or relatives of such employees.

The college shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract or in case of any accident or death of such employee of the contractor. The College does not recognize any employee employer relationship with any of the workers of the contractor.

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 the College from the agency.

If any underpayment is discovered, the amount shall be duly paid to the agency by the College.

The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the College etc.

The contractor will have to deposit the proof of depositing employee's contribution towards EPF/ESI etc. of each employee as per the billing cycle.

The contractor shall disburse the wages to its staff deployed in the College every month through ECS only and submit a proof of the same to the college.

The GST amount so applicable will be the responsibility of the awardee contractor. A copy of the deposited amount by means of challan or relevant document should be submitted as part of the billing procedure.

The college will not entertain any complaint from the deployed workmen in regard to non-release of salary to them; it will be sole responsibility of the awardee contractor to handle the issue(s) without any hurdle in the service.

It will be sole responsibility of the awardee contractor to preserve the evidence and lodge the FIR, if needed in consultation of SSCBS in case of any theft or misshaping within the campus.

OBLIGATION OF THE CONTRACTOR:

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 Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

DISPUTE RESOLUTION

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 disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the competent authority.

The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

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. Arbitration proceedings will be held at Delhi/New Delhi only

JURISDICTION OF COURT

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.



SHAHEED SUKHDEV COLLEGE OF BUSINESS STUDIES
PSP AREA IV, DR. K.N.KATJU MARG, SECTOR 16, ROHINI, DELHI – 110 089

SECTION-4

ANNEXURE-I

TENDER FORM FOR PROVIDING SECURITY SERVICES

1. Cost of tender : NIL

Affix duly Attested P.P.
Size recent photograph
of the prospective
bidder.

2. Due date for tender

3. Opening time and date of tender

4. Names, address of firm/Agency
and Telephone numbers.

5. Registration No. of the Firm/
Agency.

6. Name, Designation, Address
and Telephone No. of
Authorized person of Firm/
Agency to deal with.

7. Please specify as to whether
Tenderer is sole proprietor/
Partnership firm. Name and
Address and Telephone No.
of Directors/partners should
specified.

8. Copy of PAN card issued by Income Tax College and Copy of previous Financial Year's
Income Tax Return.

9. Provident Fund Account No. _____

10. ESI Number _____

11. Licence number under _____
Contract Labour (R&A) Act.

12. Details of Bid Security deposited:

(a) Amount :

(b) Date of issue:

Name of issuing authority:

13. Any other information:

14. Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

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



**Shaheed Sukhdev College of Business Studies
PSP Area IV, Dr. K.N.Katju Marg, Sector 16, Rohini, Delhi – 110 089**

SCOPE OF WORK OF THE CONTRACTOR

The contractor shall have to provide the security services in Shaheed Sukhdev College of Business Studies.

The Agency shall attend with responsibility and sincerity to the security threats like thefts, pilferage, unauthorised occupation of buildings and university land, encroachment, trespassing, removal of unauthorised hording and temporary/permanent shops, eve teasing, criminal acts, cattle pounding, grazing, stray dogs & other animals and any other unforeseen contingencies. The Agency will thus carry out duties such as checking of incoming and outgoing vehicles, control on visitors, removal of unauthorised persons from campus, checking of consignments, check errant trespassers, handing over of criminals to the local police, operation of the firefighting equipment, safeguarding of employees/ students, buildings, equipment, stores etc. during peace and also during any strike by the employees& students unrest, normal preventive security measures, providing early warning & mobilizing trouble shooting elements in the college, impounding of stray cattle, removal of stray dogs and take the necessary security measures as deemed fit, for maintaining a calm and tranquil environment in the college. The agency will maintain good liaison with the college Administration, the local administration & the police for smooth and peaceful day to day working and congenial environment in the college campus.

DUTIES AND RESPONSIBILITY OF SECURITY STAFF:

1. The Security Supervisor will be responsible for overall security arrangement of the concerned College covered in the contract.
2. Security Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
3. No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the concerned College.
4. No items are allowed to be taken out without proper Gate Passes 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.

5. The officers and staff of the College will keep the Identity cards with them got checking and allowing entry by the security personnel.
6. Deployment of Guards will be as per the instructions of the authorities of the College and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
7. Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.
8. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the College.
9. Security personnel shall also ensure door keeping duties and looking and opening the doors.
10. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the College.
11. Entry of the street-dogs, monkeys and stray cattles into the premises is to be prevented. It should be at once driven out at all times.
12. Guards on patrol duty should take care of all the water taps, valves, water hydrants, and other properties/equipments etc. installed in the open all over the premises.
13. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattles.
14. The Security Personnels/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
15. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the College. Guards/Supervisors should be sensitized for their role in such situations.
16. The Security Supervisor/Guards are required to display mature behaviour, especially towards female students/ staff and female visitors.
17. The Security Personnel on duty shall not leave the premises until his reliever reports for duty.
18. Any other provisions as advised by the College may be incorporated in the agreement. The same shall also be binding on the contractor. The agency should follow the provision of "The private Security Agencies (Regulatory) Act, 2005".
- 19. The guards must walk around on each floor and must ensure there is no defacement happening, fans and lights should be put off by them if not in use.**

SAMPLE OF BOQ**PRICE BID FOR SECURITY SERVICES (21 SECURITY PERSONNEL)**

S.No.	Particulars	Rate (Per Security Personnel per month)	Other Charges (EPF, ESI, Bonus etc.) (Per Security Personnel per month)	Total (Per Security Personnel per month)
A	B	C	D	E=(C+D)
1	Security Services at SSCBS (21 Security Personnel)			

Note: The bid amount should not include taxes. The taxes, if any, would be applicable over and above the bid amount.

1. The Security Personnel will be considered under the Semi-skilled category. Contractor shall provide uniformed and trained personnel and use its best endeavour to provide Security services to the college for providing safety, monitoring and surveillance. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act, weekly-off replacement charges, cost of uniform, of personnel deployed by the contractor, all kinds of taxes, service charges, etc. of the agency. The rate quoted will be for per shift of eight hours per person per day. If the minimum wages is revised by the Government of NCT of Delhi/Government of India, the incremental wages, if applicable, will be provided.
2. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
3. The number of manpower required shown above is indicative and the actual quantity may vary.
4. The bidders should quote the rates in Indian Rupees.
5. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.



ANNEXURE-IV

**SHAHEED SUKHDEV COLLEGE OF BUSINESS STUDIES
(UNIVERSITY OF DELHI)
PSP AREA – IV, DR. K.N. KATJU MARG, SECTOR-16, ROHINI, DELHI - 110089**

Evaluation of Technical Bid

1. The Technical proposals will be verified with respect to the eligibility criteria.
2. **Eligible proposals shall be evaluated by the Selection Committee with respect to the following parameters:**

Sl. No.	Parameters for evaluation	Grading Pattern	Maximum Marks
1	Annual Turnover (Average of 3 years as in 2.1)	1 Cr to 2.0 Cr – 5 marks 2.0 Cr and above – 10 marks	10
2	Experience of running Security services (in years)	3 to 5 years – 5 marks 5 to 10 years – 10 marks 10 years and above – 15 marks	15
3	Volume of work order done during the last three financial years	Single Work Order for 40 lakhs to 60 lakhs p.a. – 5 marks Single Work Order for 60 lakhs p.a. or more – 10 marks	10
4	Total manpower including the trained supervisors on the rolls of the firm/agency/company	Upto 45 – 5 marks 45 to 60 – 10 marks More than 60 – 15 marks	15
5	Demonstration of Understanding the Scope of Work & Execution Plan through PPT (Power Point Presentation) along with the hard copy of the same. Every bidder shall be allowed maximum 10 minutes for PPT.	<ul style="list-style-type: none">• Action Plan for ensuring safety & security of the college on ordinary days/nights and college functions/festivals• Extent of Using technology in security• Whether the service provider is an ex-serviceman with proof• At least 3 testimonials from previous employers/references along with contact details	10
Total			60

The Financial bids of all bidders securing 25 marks or more subject to securing atleast 50% marks in parameter at 5 in Technical bid will be opened and evaluated by “Selection Committee on Plan of operations for providing Security Services at SSCBS at PSP Area – IV, Dr. K.N. Katju Marg, Sector – 16, Rohini, Delhi – 110 089”.



ANNEXURE-V

**SHAHEED SUKHDEV COLLEGE OF BUSINESS STUDIES
(UNIVERSITY OF DELHI)
PSP AREA – IV, DR. K.N. KATJU MARG, SECTOR – 16, ROHINI, DELHI – 110 089**

CHECK-LIST FOR PRE-QUALIFICATION BID FOR SECURITY SERVICES

No Sl..	Documents asked for	Page number at which document is placed
1.	Earnest Money Deposit of Rs.3,00,000/- (Rupees Three Lakh only)	
2.	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also.	
3.	Undertaking as per format prescribed in Annexure-VII.	
4.	Self-attested copy of the PAN card issued by the Income Tax Department.	
5.	Self-attested copy of GST Registration No.	
6.	Self-attested copy of valid Registration number of the firm/agency with the concerned department of the Central / State Government.	

7.	Self-attested copy of valid Provident Fund Registration number with EPFO.	
8.	Self-attested copy of valid ESI Registration No.	
9.	Self-attested copy of valid Licence No. under Contract Labour (R&A) Act, 1970.	
10.	Proof of experiences of last three financial years as specified in clause 2.2 of the NIT along with satisfactory performance certificates from the concerned employers.	
11.	Annual Income Tax returns of the last three financial years supported by audited balance sheet (clause 2.1 of NIT)	
12.	Private Security Regulation Authority (PSRA) Act Certification	
13.	ISO Certification	
14.	Proof of manpower as per Annexure IV	
15.	Proof of ex-serviceman if applicable as per Point 5 of Annexure IV	
16.	Proof of number of total years of security services as per Annexure IV (copies of contracts)	
17.	Proof of volume of work orders in last three financial years as per Annexure IV (copies of contracts)	
18.	Any other documents, if required.	

Signature of the Bidder with Seal
(Name and Address of the Bidder)
Telephone No.



SHAHEED SUKHDEV COLLEGE OF BUSINESS STUDIES
PSP AREA – IV, DR. K.N. KATJU MARG, SECTOR – 16, ROHINI, DELHI – 110 089

Checklist for Technical Evaluation:

Sl. No.	Information to be provided	To be filled by the Bidder	For office use
1.	Annual Turnover (in crores) (audited accounts)		
2.	Manpower on roll		
3.	Experience of running Security services (in years)		
4.	Volume of work done during last three financial years as specified in clause 2.2 of the NIT.		
5.	Single work of more than Rs. _____ during last three years.		
6.	ISO Certification of the firm (Yes/No)		
7.	Proof of ex-serviceman (if applicable)		

Note: Photocopies of all necessary documents duly self attested must be attached for verification of the information provided.

UNDERTAKING

To

The Principal
Shaheed Sukhdev College of Business Studies
PSP Area-IV, Sector -16, Rohini, Delhi-110089

Name of the firm/Agency_____

Name of the tender: SECURITY SERVICES AT SSCBS CAMPUS

Due date: _____

Sir/ Madam

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. 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 abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act.
4. I/We shall provide trained sanitation/housekeeping workers.
5. I/We do hereby undertake that complete security of the College shall be ensured by our Security Agency, as well as any other Point considered by our Agency.

(Signature of the Bidder)
Name and Address of the Bidder.

Telephone No.

ANNEXURE-VIII

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer Clause 11 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 Shaheed Sukhdev College Business Studies (hereinafter called the “College”) of the other part.

2. WHEREAS Shaheed Sukhdev College Business Studies 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 Contract to submit to the College 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 College the full amount of Rs. _____ (Amount in figures and words) as stated above.

5. After the Contractor has signed the aforementioned contract with the College, the Bank is engaged to pay the College, any amount up to and inclusive of the aforementioned full amount upon written order from the College to indemnify the College for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he 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 College immediately on demand without delay without 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 College 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 under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of 30 months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer 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 College 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 College and at the cost of the contractor.

8. The Guarantee hereinbefore 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 College in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the College for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions “the College”, “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 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 _____



**SHAHEED SUKHDEV COLLEGE OF BUSINESS STUDIES
(UNIVERSITY OF DELHI)
PSP AREA IV, DR. K.N.KATJU MARG, SECTOR 16, ROHINI, DELHI –
110 089**

FORM OF AGREEMENT

THIS AGREEMENT is made on the _____ Day _____
(Month) (Year) Between the Shaheed Sukhdev College of Business Studies hereinafter called “the College”, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns of the one part AND _____ (Name and address of the contractor) through Shri _____, the authorized representative (hereinafter called “the contractor”) (which expression shall, unless excluded by or repugnant to the context, be deemed to include its/their heirs, successors, executors, administrators, representatives and assigns) of the other part. Under which the contractor shall provide uniformed and trained personnel and will use its best endeavours to provide Security Services to the College.

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. Scope of work;
 - e. Annexure / Addendums, if any;
 - f. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the College to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute the Security services w.e.f as per the provisions of this Agreement and the tender documents.
4. The College hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per the provisions of this Agreement and the tender documents, the contract price of Rs. _____ .

5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from 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 Contractor
Signature of the authorized official

For and on behalf of the Shaheed Sukhdev
College of Business studies
Signature of the authorized Officer

Name of the official
Stamp/Seal of the Contractor

Name of the Officer
Stamp/Seal of the College

By the said
Name
Signed and sealed on
behalf of the College in the presence of:

By the said
Name
on behalf of the Contractor in
the presence of:

Witness _____

Name _____

Address _____

Telephone No. _____

Name _____

Address _____

Telephone No. _____



ANNEXURE-X

FORM OF BANK GUARANTEE FOR BID SECURITY

(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 Shaheed Sukhdev College Business Studies (hereinafter called the “College”) of the other part.
2. WHEREAS _____ (Name of the College) has awarded the contract for housekeeping services, sanitation, sweeping of roads, disposal of garbage 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 Contract to submit to the College a Bid 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 College the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the College, the Bank is engaged to pay the College, any amount up to and inclusive of the aforementioned full amount upon written order from the College to indemnify the College for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he 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 College immediately on demand without delay without 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 College 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 under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of 30 months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer 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 College 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 College and at the cost of the contractor.
8. The Guarantee hereinbefore 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 College in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the College for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions “the College”, “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 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 _____