



SLC/E-PROC/SS/2024-25

**November 21, 2024** 

# ONLINE TENDER DOCUMENT FOR

## HIRING OF SECURITY SERVICES



## SHYAM LAL COLLEGE (University of Delhi) G.T. Road, Shahdara, Delhi-110032

Website: www.shyamlal.du.ac.in

**Tender Fee -: ₹ 5000/- only** 

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Address: G.T. Road, Shahdara, Delhi - 110032 Phone: 011- 35016514

Email: slcm@shyamlal.du.ac.in Website: www.slc.du.ac.in









#### SLC/E-PROC/SS/2024-25

November 21, 2024

#### **NOTICE INVITING TENDER**

Online bids are invited in two bid system for "Security Services for the Shyam Lal College. Manual bids shall not be accepted.

Tender documents may be downloaded from CPPP site <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> as per the schedule as given in as under.

Publishing Date	21.11.2024 (3:00 PM)
Bid Document Download Start Date	21.11.2024 (3:30 PM)
Tender Fee	Rs. 5,000/-
EMD	Rs. 50,000/-
Bid Submission start date	21.11.2024 (4:00 PM)
Bid Submission End date	12.12.2024 (5:00 PM)
Bid Opening date	14.12.2024 (2:00 PM)

- Bids shall be submitted online only at CPPP website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.
- Bidder/Contractors are advised to read and follow the instructions provided in the 'Instructions to the Contractors/Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.

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स्वच्छ भारत







#### **TENDER DOCUMENT**

<u>Subject</u>: Tender for award of contract for providing Security Services at Shyam Lal College, University of Delhi, G.T Road Shahdara, Delhi -110032.

Tenders are invited from reputed Security Services provider for provision of Security Services at SHYAM LAL COLLEGE through two bid system.

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

- 1. The contract shall ordinarily be in force for **one year** from the date of award of contract subject to further extension each year on certificate of satisfactory performance of the firm by the competent authority. The College shall have the right to terminate the contract by assigning reasonable reasons and by giving one month's notice.
- 2. The Agency shall not engage the services of any sub-contractor or transfer the contract to any other person.
- 3. The Agency shall be fully responsible and answerable to the college for the performance of the contract entrusted to them under the contract and also for any act of commission and/or omission on the part of the workers deployed by them.
- 4. Security Services working knowledge and experience in unskilled category.
- 5. Security Supervisor Skilled category-desirable Ex-servicemen.
- 6. The agency shall ensure that the persons engaged have authentic certificate of Police clearance/verification.
- 7. The agency shall also ensure that the persons/staff engaged will observe office discipline and decorum and do not misbehave with any college staff/students/visitors and guests.
- 8. The selected agency shall be solely responsible for complying with all statutory requirements and obligations but not limited to those relating to employment of labour, service conditions of labour, payment of minimum wages, employees state insurance, payment of bonus and provident fund contribution.

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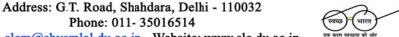






- 9. The payment shall be on monthly basis on submission of bills and other required documents.
- 10. The monthly payment of the engaged contract workers will be subject to 'providing of satisfactory services' as per agreement which are to be certified by the person/committee authorized by the College.
- 11. The engagement does not confer any right for continuation or extension of the contract on any account beyond the period specified in the contract agreement. This will be purely short term temporary arrangement on contractual basis.
- 12. The Contract Agreement shall be constructed as per Indian Laws and will have jurisdiction to settle any dispute arising out of the contract in Delhi only.
- 13. Any liability regarding payment to the workers, or arising due to non-compliance with any of the labour laws or due to any human loss/injury during the course of work will be the sole and personal responsibility of the Contractor/Agency.
- 14. The Security Service provider's person shall not claim any benefit / compensation / absorption/regularization of services with this college under the provisions of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) act, 1970. An undertaking from the person to this effect will be required to be submitted by the service provider to the college.
- 15. The Requirement of worker shall be 12 and 01 supervisor. The post may vary according to requirement of the college.
- 16. All Guards should be trained in fire fighting and first-aid strictly.
- 17. All Guards must have height 5'8" ft. & above.
- 18. Duty of Security personnel will remain 12 hours on shift basis/सुरक्षाकर्मियों की इयूटी शिफ्ट आधार पर 12 घंटे की रहेगी।
- 19. TDS at the prescribed rate shall be deducted from the total amount of Bill as per Income-Tax Rules
- 20. The agency shall have to produce evidence of remittance of PF/ESIC and other statutory dues each month before present the bill
- 21. This office will pay the wages as per the rates prescribed by Minimum Wages Act (Government of NCT Delhi) as applicable from time to time for unskilled & skilled category & statutory dues.

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- 22. The total rates quoted for Security Guards should not be less than the statutory wages as notified by the Delhi State Government and must include the mandatory statutory payment like allowances, contributions to ESI, EPF, Bonus & GST, Service charges and any other payment. (Kindly note: Any bidder who had not quoted the above mentioned rates can be rejected by the College authorities, Quoting less, violation of minimum wages act, GOVT OF NCT, DELHI guidelines, Contract labour act, Govt. of India, Ministry of labour and Employment Order and other statutory provisions shall be liable for disqualification and such tenders shall be rejected summarily without assigning any reasons).
- 23. The selected bidder (Security services agency) shall have to provide the proof of deposit of ESIC, EPF of the staff deployed each month and submit the details of their EPF number, non-submission of the details (mentioned above) along-with the bill, may attract penalty/ payment stopping against the bidder as mentioned in contract agreement.
- 24. The contract agreement will have to be signed only after the award of contract.
- 25. Selection of a tenderer for award of the contract will be made strictly on the basis of lowest rates quoted by the tenderer which will be subject to verification of experience and other attached certificates. All statutory requirements will be borne by the contractor as per applicable Law and rates.

Note: Grievances regarding lowest quoted rates of any agency on any issue shall not be entertained by the college under any circumstances.

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#### SUBMISSION OF BIDS

- 1. Tenderer will have to submit EMD (Bid Security) of Rs. 50,000/-(fifty thousand) and Tender Fee 5000/- along with their bids. The amount will be payable through Bank Draft drawn in favour of PRINCIPAL SHYAM LAL COLLEGE. The validity of the Bank Draft shall be up to 90 days beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned to them after expiry of the final bid validity or within 30 days after the award of the contract.
- 2. The contractor shall ensure that staff engaged by him, duly maintains work performance report on daily basis. A copy of the same is to be submitted to the officer authorized by the College.
- 3. The Tenderers shall also furnish a declaration in Annexure-III on Official Letter Head of the Agency.
- 4. The successful bidder will have to enter into an agreement with the College
- 5. The agency shall have to produce evidence of remittance of PF/ESIC and other statutory dues each month along with monthly bill.
  - एजेंसी को प्रत्येक माह मासिक बिल के साथ पीएफ/ईएसआईसी और अन्य वैधानिक बकाया राशि के प्रेषण का साक्ष्य प्रस्तुत करना होगा।
- 6. This office will pay the wages as per the rates prescribed by Minimum Wages Act (Government of NCT Delhi) as applicable from time to time for unskilled & skilled category & statutory dues.
  - यह कार्यालय अकुशल एवं कुशल श्रेणी के लिए समय-समय पर लागू न्यूनतम मजदूरी अधिनियम (राष्ट्रीय राजधानी क्षेत्र दिल्ली सरकार) द्वारा निर्धारित दरों और वैधानिक बकाया के अनुसार मजदूरी का भुगतान करेगा।
- 7. **Licence**: The Bidder should possess a valid licence from the respective State Controlling Authority of the Government under the Private Security Agencies (Regulation) (PSAR) Act 2005.

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#### **TERMS & CONDITIONS**

The service provider/agency must fulfil the following points whose Copy/proof must be uploaded along with the Technical Bid failing which Technical Bid shall be disqualified.

- 1. <u>Financial Turnover</u>: The service provider must have annual turnover of at least Rs.1,00,00,000/-(Rupees one crore) over the last 3 consecutive years i.e 2021-2022, 2022-23 and 2023-24 and shall submit a certificate in **Annexure-III** duly certified by the Chartered Accountant/Auditor. <u>Latest Solvency Certificate must be uploaded in the tender</u>. Other documents like annual accounts, copy of balance sheet income expenditure A/c etc. should not be uploaded with the tender. It should be produced at the time of interaction meeting with the tenderer whenever called by the college.
- 2. Working Experience: The Security Services provider must have 5 years working experience of providing Security Services in the Colleges/Educational institutes/Universities in Delhi/NCR. (The tenderer who do not have than 5 years working experience, will be rejected. Only valid experience certificates must be uploaded with the tender). Tenderer must fill the Annexure-II supported by experience certificates. Please note that other documents as proof of working experience (except experience certificate) will not entertained. If at any stage any fictitious experience certificate is found in the bidding process, the contract/tender will not be considered and the Bid Security will be forfeited.
- 3. Only technically qualified tenderer will be called for interaction before the college committee for further competence evaluation.
- 4. Converging in any mode will disqualify.
- 5. College reserves the right to accept or reject any or all the tender(s) in full or part without assigning any reason. The decision of the college in this regard shall be final and binding on all.
- 6. All the security staff shall wear proper uniform (to be provided by the agency) and badges/label ID card while on duty. Staff shall be allowed to stay in the premises of the college during specified working hours only. Any damage caused to the assets of the college due to negligence by any security personnel will be liable to be recovered from the Agency.

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- 7. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws such as wages, allowances, compensation, EPF, Bonus, Gratuity, ESI, etc. relating to personnel deployed by it at Shyam Lal College or for any accident caused to them and SLC will not be liable to bear any expense in this regard. The agency shall also be responsible for the insurance of its personnel. The security agency shall ensure compliance of various acts/laws laid down by the GOI/Govt. of NCT of Delhi and will be required to submit documentary proof to ensure compliance on regular basis.
  - 8. <u>Performance Security</u> 5% of the value of the contract, has to be provided by the successful bidder before signing the agreement in the form of Account Payee Demand Draft or Bank Guarantee from a Commercial Bank. The Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations.
    - a) No interest shall be paid on the Performance Security.
    - b) Bid Security will be refunded to the successful bidder on receipt of Performance Security.
  - 9. The successful bidder will strictly follow all the terms and conditions as laid down in the agreement.
  - 10. Any loss/theft to college property arising out of security services lapse/breach shall be recovered from the security agency/सुरक्षा सेवाओं में चूक/उल्लंघन के कारण कॉलेज की संपत्ति को होने वाली किसी भी हानि/चोरी की भरपाई सुरक्षा एजेंसी से की जाएगी।
  - 11.Duty of Security personnel will remain 12 hours on shift basis/सुरक्षाकर्मियों की ड्यूटी शिफ्ट आधार पर 12 घंटे की रहेगी।

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## Scope of work

#### Scope of work: To provide security services at Shyam Lal College Shahdara Delhi-110032

- (i) The agency shall provide security services by deploying trained, uniformed and well-disciplined security personnel preferably ex-servicemen who shall safeguard movable and immovable assets, equipment and other items in SLC from any thefts, pilferage or damage and shall also ensure safety of students, employees, visitors, guests or any other persons working in the college.
- (ii) The agency will provide Photo Identity cards to the persons deployed. The cards should be constantly displayed and their loss reported immediately;
- (iii) Security personnel will control the access of persons into and out of the Shyam Lal College. The guards deployed should record inward and outward movement of persons with proper check on the same as per instructions given by the officials from time to time;
- (iv) The Agency shall be responsible for opening/closing of doors & windows of the buildings, all electricity devices in the class rooms as necessitated/directed by college in the buildings on working days and holidays;
- (v) The security personnel deployed shall maintain vigil and remain alert;
- (vi) The security personnel shall be duly trained in fire safety operations. They should be trained to operate various fire control equipment installed at Shyam Lal College;
- Deployed security personnel should be literate and should be able to follow-up the college instructions/तैनात स्रक्षाकर्मी साक्षर होने चाहिए तथा कॉलेज के निर्देशों का पालन करने में सक्षम होने चाहिए ।
- (viii) The Agency shall keep the college officials informed of all the matters of security and cooperate in the investigation of any incident relating to security.
- Any other work assigned by the college from time to time. (ix)

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### CHECK LIST जांच सची

Technical Bid shall indicate the following information serial wise along with the self-attested photocopies of required documents: -

तकनीकी बोली में निम्नलिखित जानकारी क्रमवार तथा इन दस्तावेजों की स्व-सत्यापित फोटोकॉपी सहित दर्शाई जाएगी: -

1. Tender documents copy	निविदा दस्तावेजों की प्रति
2. Copy of the PAN Card.	पैन कार्ड की प्रति
3. GST Registration number.	जीएसटी पंजीकरण संख्या
4. ISO Certificate.	आईएसओ प्रमाणपत्र
5. Price Bid Undertaking	मूल्य बोली शपथ पत्र
6. Solvency certificate	सॉल्वेंसी प्रमाणपत्र
7. Experience Certificate	अनुभव प्रमाणपत्र
8. Company profile (ANNEXURE -I)	कंपनी प्रोफ़ाइल (अनुलग्नक-1)
9. Work experience (ANNEXURE -II)	कार्य अनुभव (अनुलग्नक-II)
10.Financial breakup (ANNEXURE III)	वित्तीय ब्यौरा (अनुलग्नक III)
11.Declaration (ANNEXURE IV)	घोषणा (अनुलग्नक IV)
12 Proof of Incorporation/incention of the	Agency एजेंसी के निगमन/स्थापना का प्रमाण

- 12.Proof of Incorporation/inception of the Agency. પુર્ગસી જે નિગમન/સ્વાપની જો પ્રમાળ
- 13. Annual turnover certificate last three years certified by charted accountant. चार्टर्ड अकाउंटेंट द्वारा प्रमाणित पिछले तीन वर्षों का वार्षिक टर्नओवर प्रमाण पत्र
- 14. Valid licence from the respective State Controlling Authority of the Government under the Private Security Agencies (Regulation) (PSAR) Act 2005. निजी स्रक्षा एजेंसियां (विनियमन) (पीएसएआर) अधिनियम 2005 के तहत सरकार के संबंधित राज्य नियंत्रण प्राधिकरण से वैध लाइसेंस।
- 15. Proof of similar assignment with 05 year working experience of providing security Services in the Colleges/Educational institutes/Universities in Delhi/NCR. (The tenderer who do not have less than 05 years working experience will be rejected. Experience/Completion certificates must be uploaded with the tender).

दिल्ली/एनसीआर में कॉलेजों/शैक्षणिक संस्थानों/विश्वविद्यालयों में स्रक्षा सेवाएँ प्रदान करने के 05 वर्ष के कार्य अन्भव के साथ समान कार्य का प्रमाण। (जिन निविदाकर्ताओं के पास 05 वर्ष से कम कार्य अनुभव नहीं है, उन्हें अस्वीकार कर दिया जाएगा। अन्भव/पूर्णता प्रमाण पत्र निविदा के साथ अपलोड किया जाना चाहिए)।

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#### TWO BID SYSTEM TENDER

- <u>1) Financial Bid:</u> 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 Shyam Lal College.
- 2) 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.

S/d Principal Shyam Lal College Shahdara, Delhi S/d Principal Shyam Lal College (Evening) Shahdara, Delhi

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#### **Annexure I**

#### **COMPANY PROFILE**

Details filled in this form must be based on documentary evidence to be produce on demand by Shyam Lal College for the correctness of the information.

S. No.	Item	Details
1.	Name of Firm/Contractor	
2.	Name of Owner(s)/Partner(s)	
3.	Mailing Address	
4.	Telephone and Fax numbers	
	Year of commencement of Business (Please	
5.	Enclosed Registration Certificate of Firm)	
6.	Name and Designation of the person authorized to make commitments to the University/College	
7.	PAN No.	
8	Service Tax Registration Number	
9.	Details of Registration Appropriate Labor Commissioner	
10.	Manpower details indicating number of Security services staff & Supervisor with the Agency in Delhi & India on the whole.	
11.	Address of Training Centre in Delhi/ NCR	
12.	Details of EMD	

Notice: No Documents should be uploaded and may be demanded by College if required.

Signature: (Name and Designation) (Authorised Signatory) Date:

#### **Annexure II**

Experience/Details of operation at present and in the last 05 years. (Please enclose proof of Experience Letter/ Completion certificate of Contract)

		-					
S. No.			Clients contact details (including name, email, phone and fax no. and address)	Value of the contract (p.a.)	Document related to		
1.							
2.							
3.							
4							
5							

Note: (a) Bidder must fill the above Annexure carefully witch supported experience certificate/ Completion certificate. Those who will not fill the above Annexure they may be technically Disqualified.

- (b) The supported Experience Certificates must be enclosed by the organization where work of providing Security Services awarded.
- (c) Please do not enclosed the **work order** in supported documents.

Signature:

(Name and Designation)

Name of the Firm/Contractor

Date:

Note: #Use more sheets in case of insufficient space#

## **Annexure III**

#### Details of Financial breakup during the last (03) three years

Year	Name of the Organization	Period of security service provided (state clearly date to date)	Total financial Turnover
2021-2022			
TOTAL			
2022-2023			
TOTAL			
2023-2024			
TOTAL			

Signature of the Agency with seal

Signature of the Audit firm with seal

## **Annexure IV**

#### **DECLARATION**

(To be furnished in official Letter Head of the Agency)

Signatory of	Son/ Daughter /Wife of Shri authorized f the Agency/Firm mentioned above is competent to claration and execute this tender document.
	efully read and understood all the terms and of the tender and undertake to abide by them.
participating Government	has not been black-listed/de-barred from g in tender by any Ministry/Department of the of India or Government of Delhi an under taking ast three years.
application and belief. I any false rejection of	ation/documents furnished along with the above are true and authentic to the best of my knowledge /We am/are well aware of the fact that furnishing of information/fabricated document would lead to my tender at any stage besides liabilities towards under appropriate law.
-	y all the directions and terms & conditions as laid /Agreement.
	Signature(s) of Authorized Person(s) Full Name: (Seal)
Place:	
Date	
	NAME OF THE COMPANY WITH ADDRES

#### PRICE BID UNDERTAKING

	ll name and address of the Bidder)
To The Princi Shyam La Shahdara,	
Dear Sir/N	Madam,
1.	I submit the Price Bid for and related activities as envisaged in the Bid document.
2.	I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3.	I offer to work at the rates as indicated in the price Bid, BOQ Exclusive of all applicable taxes.
4.	I am/we are not blacklisted in any authorities/ Departments.
	Yours Faithfully
_	ure with Seal r/Authorised Person

(To be executed on Rs.100/-non-judicial Stamp Paper by the security service agency within 10 days of award of the work)

#### **AGREEMENT**

This agreement made this day of month year between Shyam Lal College, University of Delhi
Shahdara Delhi-110032 represented by Principal. (Herein after referred to as the first Party which
expression shall, unless is repugnant to text include its successors and assigns) and M/s
having its registered office at
(herein after referred to as Contractor (2nd
Party), which expression shall where the context so requires include their legal heirs, successors
and his legal assigns, executors or Administration) here in after referred as contractor. WHEREAS
the Contractor is engaged in providing Security Services through its own properly trained
personnel and WHEREAS the Shyam Lal College is desirous of availing the services. NOW
WHERE AS the Ist Party and the contractor had negotiations in this behalf through open tender
bid. NOW, it is hereby agreed between the Ist Party and the Contractor (2nd Party) to provide
Security Services on the terms and conditions herein after mentioned below:

- 1. Contractor shall during the continuance of this agreement provide Security Services and supply of manpower through as many Security Guards as per the requirement of the Ist Party from time to time. The requirement of Shyam Lal College for numbers of persons may vary according to needs of the college, which shall be intimated by the Shyam Lal College from time to time to the contractor by the concerned officer of the college.
- 2. Contractor shall immediately supply to the College, movement order, Bio-Data with photographs of all the security guards & other workers posted within a period of 15 days from the effective operation of this agreement and also submit the photocopy of discharge certificate from their previous department in case of ex -serviceman and civilians who will be posted as Security Guards.
- 3. Contractor will provide E.S.I and E.P.F facility to its entire staff posted in College i.e Security Guards on behalf of the college under this agreement.
- 4. The Contractor shall submit the documentary proof (Photocopies) in support of his claim that he has deposited the ESI, EPF in respect of the Security Guards deployed in the college for previous months with an undertaking. These documents will be verified and certified by the college staff assigned for this purpose from the original documents. If the contractor fails to do so, his bill for the next month will not be processed for payment. Contractor will also certify that proper wages have been paid to the guards. The wages have to be paid by RTGS, giving details of deductions of ESI & EPF to each individual as a pay slip.
- 5. The security personnel shall be properly dressed and will wear full uniform while on duty and remain alert during the duty hours. The contractor will provide the said uniform and other security aids like "lathi (नाठी), whistle, torches etc.
- 6. The College will not provide any medical facility and residential accommodation to the Security guards of the contractor.
- 7. Contractor and its security guards & Supervisor engaged shall be responsible for security of College staff, property (movable or immovable) and materials of the College on the premises of their deployment as well as security of boundaries, buildings, parks and vehicles in the parking area, fitting and fixtures, stores and equipment, office records (including question papers and answer books) etc. In discharging these responsibilities, the risk management of the Security Personnel is the responsibility of the Contractor.
- 8. Contractor will ensure that the security guards, & supervisor provided by him or her under the agreement are also trained in fire-fighting operations. The security guards & Supervisor provided by the contractor will be required to undertake successful fire fighting operations in the events of outbreak of fire with the available fire fighting appliances provided by the college to the extent possible with the help of said appliances.

- 9. Contractor and its Security Guards and supervisor engaged by contractor shall take all necessary action as may be directed by the College, to prevent theft, pilferage, burglary loss or damage of any of the property (movable or immovable) within the campus of the Shyam Lal College and its allied offices.
- 10. Contractor shall be responsible for all losses/damages to the College property, under their charge, or to the property specifically entrusted for safe custody to guards & other persons deployed by Contractor. Any loss/ damage due to the negligence, Carelessness or dereliction of duty directly or indirectly on the part of the security guards will be made good by the Contractor. In case of any loss joint enquiry will be conducted by the College and the Contractor, and submit the report to the Principal, Shyam Lal College for further action.
- 11. Security personnel will keep all the keys in their safe custody in respective building and central key room. They will issue the key to authorized person under a procedure after maintaining proper records in the register.
- 12. The Security personnel will not indulge in any criminal activities, mal-practices of undesirable activities etc. In such cases, they will be dealt with under the provision of law and Contractor will be fully responsible for their conduct.
- 13. Contractor shall continue to be responsible for Security guards & supervisor, and any other person employed by him in respect of the terms and conditions of their services, payments, attendance, medical care, disciplinary matter etc. who shall remain fully under the administrative, financial control and supervision of the Contractor except that the college shall be the sole arbitrator in respect of nature of the duties to be entrusted to and the manner of performance of their duties for the purpose of this agreement.
- 14. The Guards, and other personnel shall be at no time, be treated as the employees of the Shyam Lal College and also shall have no claim to be regularized in the services of the College. But the agency will not change the security staff without prior permission of the concerned officer of the College.
- 15. Contractor shall have to change over or replace security staff as and when required by the College whether or not such security guards or other person deployed found guilty of any misconduct. It shall not be necessary for the College to assign any reason to the Contractor of the Security guards and concerned or any other person in respect of any such change and replacement required by the concerned officer of the College.
- 16. In consideration of the obligations undertaken by the contractor under this agreement, the College shall pay contractors charges on the basis of the number of such security guards actually deployed by Contractor for the effective operation of this agreement on the rates quoted by the contractor in their Tender based on the guidelines issued by the local Govt. (i.e. GOVT OF NCT, DELHI) and contractor shall pay the persons engaged by him under this Contract as per the guidelines issued by Ministry of Labor, NCT of Delhi.
- 17. The rates/charges for security personnel shall be revised suitably as and when there is an increase in the minimum wages by the NCT of Delhi during the validity of contract effective from date so notified which will be subject to satisfactory working report.
- 18. The contractor shall submit his bill along with documents herein above guidelines as per Para 4 of this agreement to the college with in first week of every month which shall be cleared within 10 working days but contractor will distribute the Salary to security guards by 7th every month, even if there is some delay in processing the bill files at the college level due to any reason.
- 19. The contractor has to make sure that their security personnel shall not vacate the place of posting without giving prior information to concerned officer of College as well as supervisor of the contractor. At least one security personnel be present on main gate at all times.
- 20. No security personnel hired / employed by the agency will form any links or join any Union or association of Shyam Lal College employees in any manner.

- 21. The contractor has to provide extra Guards (on pro rata basis) as and when required, if the contractor fails to provide additional staff the College can impose reasonable penalty.
- 22. Security agency to furnish the security deposit in the form of Bank Guarantee of a commercial bank of Rs \_\_\_\_\_ (\_\_\_\_\_) in favor of Principal Shyam Lal College as performance guarantee for satisfactory performance of the contract which will be released after six months of expiry of the contract.

#### 23. PENALTIES CLAUSE

- A. In case of any loss/theft of Govt. property, the College security services committee will consider the circumstances leading to the loss/theft and if the responsibility is fixed upon the Agency by the Committee, the agency will make good the loss within a specified period or else deduction of the cost will be made from the following month's bill.
- B. For any breach of contract, the Principal or duly constituted Committee, shall be entitled to impose a penalty to the extent of Rs.30,000/- or so on the 1st occasion upon the Agency in the event of breach, violation or contravention of any of the terms and conditions contained herein brought to the notice of the Committee.
- C. If the lapse is repeated again, the extent of penalty will be doubled on each such occasion. The decision of the said Officer/Committee in this regard shall be final and binding upon the Agency. Some of the instances in which penalty would be imposed are enumerated below. But these are not exhaustive and penalty may be imposed on any violation breach or contravention of any of the terms and conditions as well as assigned duties for guidelines, some of the examples on which penalties may be imposed are as under:-
- i. If the personnel are not found in proper uniform and are not displaying Photo Identity Cards.
- ii. If the personnel found indulging in smoking/drinking/sleeping during duty hours.
- iii. If the personnel found performing double Duty within 24 hours without prior approval.
- iv. Penalty will also be imposed for misbehavior of personnel found discourtesy of security personnel.
- v. If any Guard found performing duty after submitting a fake name and address.
- vi. If any personnel are found on duty other than those mentioned in the approved list supplied by the agency to the Institute authorities.
- vii. Guards indulging in unlawful activities.
- 24. The security personnel deployed by the contractor shall perform their duties under the supervision of the college officials deputed for this purpose.
- 25. The number of duty hours per guard should be as per the provisions in the labour laws and in no case shall exceed 12 hours (extra duty on the discretion of the College security supervisor on duty or with the permission of college official in the time of emergency). The observance of all the labour laws will be sole responsibility of the contractor in relation to the staff hired/ employed by him. In case of any dispute arising out of this agreement the same shall be resolved initially by Mutual discussion between the parties with in a period of 90 days, failing which only Hon'ble courts at Delhi will have the jurisdiction to adjudicate upon the matter.
- 26. In consideration of the obligations undertaken by the contractor under this agreement, the Shyam Lal College shall pay contractors charges on the basis of the number of security guards actually deployed by contractor for the effective operation of this agreement, on the rates quoted by the contractor in their tender and accepted by the Shyam Lal College based on the guidelines issued by the local Govt (NCT of Delhi).

27. This	agreement	Will	be	valıd	fo	r a	perio	od	of	One	Year	Fr	rom		
to		v	vhich	may	be	exte	ended	as	per	discr	etion	of	Shyam	Lal	College

- subject to satisfactory performance report and also by mutual consent. The agreement can also be terminated by either side upon giving one month's notice in advance in writing.
- 28. In the event of failure of security services on the part of the Contractor, the agreement shall be terminated without giving any notice whatsoever, Shyam Lal College shall not be responsible for any payment thereafter.
- 29. The decision of the Principal Shyam Lal College, as to what constitutes failure of security services shall be final and binding on the contractor and shall not be questioned by him in any manner.

IN WITNESS WHEREON, the parties hereto, have set their hands into this agreement on.

Authorized Representative (Security Agency)

Principal (Shyam Lal College)

Witness 1. Witness

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