

लक्ष्मीबाई महाविद्यालय LAKSHMIBAI COLLEGE

(दिल्ली विश्वविद्यालय University of Delhi)

अशोक विहार Ashok Vihar-III

दिल्ली Delhi-110052

कार्यालय Office : 011-27308598, 27304076 टेलीफैक्स Telefax : 27304076

LBC / Tender / 2021

NOTICE INVITING TENDER

Dated: 8.01.2021

NAME OF WORK : PROVIDING SECURITY SERVICES (Unskilled and Semi-Skilled Labour) AT LAKSHMIBAI COLLEGE, NEW DELHI


Sealed tender are invited under two Bid system (Technical Bid and Financial Bid) from reputed security agencies for providing security services (unskilled and semi-skilled labours) during year 2021-22, as per terms and conditions mentioned in tender form.

The cost of tender is Rs.1,000/- which must be submitted in the form of Demand Draft in the favour of "Principal, Lakshmibai College" along with the tender in technical bid.

Sealed tenders should be submitted on or before 11/02/2021 to the Office, Lakshmibai College, Ashok Vihar, Phase-III, Delhi-110052.

The Bids will be opened on 08 Feb 2021 at 02:00 PM. The tenderer or representative may be present at the time of opening the tender.

The Principal reserves the right to accept the tender in full part/full or reject any/all of the tender/s without assigning any reason thereof.


PRINCIPAL

IMPORTANT INSTRUCTIONS FOR BIDDERS

List of Enclosures :-

- Self-Attested enclosures to be placed in an envelope superscribed as “**Technical bid**” as per order
 1. Service Tax No. with copy of service tax registration.
 2. EPF Number with copy of EPF registration.
 3. ESI Registration No. with copy of ESI Registration.
 4. PAN allotted by the Income tax Department with copy of the latest income Tax return indicating turnover of the company for previous financial year.
 5. EMD of Rs. 30,000/- by way of Demand Draft of any Commercial Bank in favor of Principal, Lakshmibai College to be enclosed with the Tender (Refundable after the finalization and award of tender).
 6. DGR Registration No./license under PSARA Act 2008 with copy of registration.
 7. GST No. with copy of GST Registration.
 8. List of clients with Satisfactory Performance Certificate issued by various organizations where such type of work / jobs are being executed presently **or** have been performed by the contractor during last three years, must be enclosed in support of credibility of the company. (Three certificates must be enclosed).
 9. Copy of valid License as well as Number under the Contract Labour (Regulation & Abolition) Act 1970.
 10. Tender fee of Rs. 1000/- must be enclosed alongwith tender.
 11. Copy of license with date of validity obtained under The Private Security Agencies (Regulation) Act, 2005 and Delhi PSARA Rules 2009.
 12. Copy of valid DGR sponsorship or proof, if the Firm is being run by an Ex Serviceman/Ex paramilitary man.
 13. Audited accounts statements for last three Financial Years are attached (Attach CA certified copies) : (2017-18)
(2018-2019)
(2019-20)
 14. Bank Solvency Certificate above Rs. 1 crore.
 15. The vendor must have minimum turnover of Rs. 1 crore during the last three financial years or Rs. 2 crore for the last two financial years.
 16. The agency should have at least 300 security guards on its roll and the evidence must be enclosed by producing EPF No.s and other details of Security Personnel.
 17. At least minimum three years continuous and running experience in similar kind of services e.g. in any govt. college/ educational institute/ university.
 18. Declaration that agency has not been blacklisted by the Central/State Govt./Autonomous body/company during the last three years.
 19. **Complete COVID guidelines must be followed till the COVID period.**

- The tender will not be entertained in the absence of any of above documents and all the pages of the tender document must be signed.
 - Enclosure to be placed in another envelope superscribed as "Financial bid".
1. Financial Bid as per Annexure -I

Envelopes of Technical bid and financial bid to be placed in a bigger envelope superscribed as "Tender for Security services at Lakshmibai College, New Delhi" alongwith name & address of the tenderer.

THE GENERAL INSTRUCTIONS ARE AS UNDER:-

1. The tender fee is Rs.1000/- which must be submitted in the form of Demand Draft in the favour of "Principal, Lakshmibai College" along with the tender in technical bid .
2. Sealed tenders should be submitted on or before *1st Feb* 2021 to "Lakshmibai College, Ashok Vihar, Phase-III, New Delhi-110052".
3. Tenders will be opened at 02:00 P.M. on *8th Feb* 2021 in the office of Principal, Lakshmibai College by Committee constituted for this purpose in the presence of bidders and /or their representative who may like to be present on given date and time.
4. The agency shall have to deposit Rs. 30,000/- as earnest money deposit (EMD) by way of Demand Draft in favor of Principal, Lakshmibai College. No cash will be accepted. The amount of EMD should not bear any interest whatsoever, which will be refunded to the un-successful tenderer after award of the work. **The offers without EMD shall be rejected.**
5. The financial bid must be clearly filled in ink legible or typed. The tender should quote the rates and amount tendered by him/them in the figures and as well as in words. In case, there are differences of amount in words and in figures, amount mentioned in words shall be treated correct and final. Alternations unless legibly attested by the Tenderer shall be disqualified and rejected. Tender document, must be duly signed by the tenderer himself, or his authorized signatory.
6. The rate quoted should be inclusive of and in accordance with the provisions of Minimum wages Act. GOVT OF NCT, DELHI guideline on the subject Contract Labour Act. and other statutory provisions like Provident Fund Act. ESIC (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 not be considered and rejected summarily without assigning any reasons, No communication will be entertained in this regards).
7. Payment of salary and arrears etc to the staff hired by the agency to perform the duties at Lakshmibai College shall be done by the agency through RTGS/Account Payee cheque by giving details of contribution / deduction regarding ESI, EPF etc.
8. Every paper of the tender should be signed by the Tenderer with seal of Agency / Firm.
9. The tender should take care that the rates be written in such a way that interpolation is not possible. No blanks should be left which would otherwise make the tender liable for rejection.
10. The successful bidder shall **have to deposit Rs 1 lac as Performance Security Deposit** in the form of Bank Draft / Pay Order in favour of Principal, Lakshmibai

College within **30 days** after the offer letter is received by the successful bidder / Agency, otherwise the award letter will be treated as cancelled. The amount of security deposit will not bear any interest what so ever. The amount of EMD already deposited by successful tenderer can be adjusted against Security deposit and the DD/Pay Order of remaining amount can be deposited separately.

11. The Lakshmibai College shall deduct TDS for income tax, surcharges and Education or other Cess if any at source under section 194-C of the income tax Act, 1961 from the contractor at the prevalent rates of such sum as income tax on the income comprised their as per instructions issued by Govt. of India from time to time.
12. The GST will be levied as per provision of Govt. of India Tax Rules.
13. Term and conditions given in **Annexure-II** as agreement will govern the entire security and other operations, which the successful tender shall have to abide by during the period of contract.
14. The Lakshmibai College reserves the right to have a panel made out of the tenders submitted and in case the agency selected fails to do the job successfully or leaves the job in middle of the contract period, or decline to accept the award due to some reason, the next agency will be offered the job however the validity of the panel will be for the period of the award of contract to the first panelist and in case the second in the panel is offered the job the time-span for this will be the remaining period of the first awardee of the contract. In case the successful bidder decline to accept the award or to provide the security services, the EMD made by him shall be forfeited and may also be black listed.
15. Tender once submitted, it would be presumed to have understood and accepted all the terms and conditions given in Annexure I & II. No inquiry, verbal or written, shall be entertained in respect of acceptance / rejection of the tender.
16. The tenderer shall abide by the provisions of the Ministry of labor and employment, Govt. Of India order No. 1/7(6)/2008-LSII dated 27.10.2008, Minimum Wages act 1948/GOVT OF NCT, DELHI guidelines on the subject, the contract labor (R&A) act.1970, Security Guards Regulation Act 1981 and other Labor Laws applicable to him from time to time.
17. Tender must be unconditional. An alternation or changes in rates in tender document shall be considered as invalid and liable to be rejected.
18. The contractor shall not engage any sub-contractor or transfer the contract to any other person or agency in any manner.
19. Tenders not conforming to these requirements shall be rejected outright and no Correspondence thereof be entertained what so ever.
20. Performance Evaluation:-
 - a. The quality assurance of the security services would be ensured regularly (daily, weekly, fortnightly or monthly depending upon the discretion of the Principal, Lakshmibai College on the basis of the periodical reports furnished by the officials assigned for this task by the college)

- b. The Contractor and all his staff deployed for Security Work will work under the supervision of the officials assigned for this task by Lakshmibai College.
21. Lakshmibai College reserves the right to accept or reject any bid irrespective of its being lowest by taking into account the interest of the College which will be paramount and it is in this regard the decision of the Principal Lakshmibai College shall be final.
22. The selected party (Security services agency) shall have to provide the proof of deposit of ESI, EPF to the individual account of the staff deployed each month and also to submit copy of annual return giving complete list with all the details of individual EPF contribution with their EPF number.
23. Contract-will-be-valid initially for a period of **One Year**, which may be extended for further period/s subject to satisfactory performance and as per discretion of Lakshmibai College.
24. Successful tenderer shall execute the agreement for providing security services at Lakshmibai College, on legal stamp paper of Rs. 100 /- within 10 days after award of work.
25. The service provider will also ensure that the personal deployed are medically fit and will keep record a certificate of their medical fitness.
26. The persons supplied by the Agency should not have any adverse Police records/ criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the service provider which will be verified by the service provider before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to the college.

I / We have read the terms and conditions of the tender clearly and I / We agree to abide by them fully. On the acceptance of the offer I / We will provide our services in compliance with the terms and conditions thereof.

**Signature and stamp
of the tenderer**

LAKSHMIBAI COLLEGE

ANNEXURE-I

FINANCIAL BID

To be filled in properly, legibly and submit in a separate sealed envelope marked as Financial bid.

Sr. No.	Component of Rate	Amount per month (in Rs.)	Amount per month (in Rs.)
		(Unskilled Labour)	(Semi-Skilled Labour)
A	Wages for 8 hours duty		
B	EPF		
C	ESI		
D	Sub Total (A+B+C)		
E	Agency Charges		
F	Any other charges, Please specify		
G	Cost per Unit (including agency charges) for 8 Hours (D+E+F)		
H	GST		
I	Grand Total (G+H)		

* (For quoting basic minimum wages, Minimum wages/Govt. of NCT, Delhi guidelines to be kept in mind)

This is to certify that I / we being signed this tender have read and fully understood all the terms and conditions and undertake myself / ourselves abide by them.

Signature and stamp of the tenderer

Telephone Nos. of the office/ Mobile No./Fax No./E-mail

(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 Lakshmibai College, University of Delhi, Ashok Vihar, Phase-III, New Delhi-110052 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 Lakshmibai 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.

1. The 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 the Lakshmibai College for numbers of persons may vary according to needs of the college, which shall be intimated by the Lakshmibai College from time to time to the contractor by the concerned officer of the college.
2. The contractor shall immediately supply to the Lakshmibai College, the 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 Lakshmibai 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. The contractor will also certify that proper wages have been paid to the guards. The wages have to be paid by RTGS/Account payee cheque, 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 lathies, whistle, torches etc.
6. The College will not provide any medical facility and residential accommodation to the Security guards of the contractor.
7. Any change in Security Guard alongwith its bio-data, photograph may kindly be intimated in writing to the office.
8. Contractor and its security guards engaged shall be responsible for security of 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 official vehicles in the parking area, fitting and fixtures, stores and equipments, 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.
9. Contractor will ensure that the security guards, & other persons provided by him or her under the agreement are trained in fire fighting operations. The security guards, gunman, & other persons 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.
10. Contractor and its Security Guards and other persons 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 premises of the Lakshmibai College and its allied offices.
11. 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, Lakshmibai College for further action.
12. 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.
13. 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.
14. Contractor shall continue to be responsible for Security guards, 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.

15. The Guards, and other personnel shall be at no time, be treated as the employees of the Lakshmibai 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.
16. 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.
17. 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 & other skilled and unskilled workers 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.**
18. The rates/charges for security personnel shall be revised suitably as and when there is an increase in the minimum wages by the Central Govt. / National Capital Territory during the validity of contract effective from date so notified.
19. 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.
20. 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.
21. No security personnel hired / employed by the agency will form any links or join any Union or association of Lakshmibai College employees in any manner.
22. Security agency to furnish the security deposit in the form of DD/Pay Order of **Rs 1 Lac (One Lakh) in favor of Principal Lakshmibai College** as Performance Guarantee for satisfactory performance of the contract which will be released after six months of expiry of the contract.

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23. The College will have full right to impose suitable penalties in case of guards found short of authorized strength, sleeping, under the influence of alcohol or guards getting involved in undesirable activities. In case of guards found sleeping or under influence of alcohol on duty, such guards will be marked as absent and will immediately be sent back to contractor and contractor shall give its replacement immediately. The concerned officer of College may also suspend such guards /other workers for suitable duration as deemed fit depending on his default involvement in indiscipline 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 8 hours (four hrs. 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.
 26. Any dispute, difference or disagreement between Lakshmibai College, University of Delhi and the agency to whom this contract has been awarded, concerning the existence, validity, interpretation, performance, termination or breach under this Contract, shall be amicably resolved in good faith. Failing which, the matter shall be referred for settlement by arbitration in accordance with provisions of Indian Arbitration & Conciliation Act, 1996, as amended from time to time. Either Party may refer the dispute to the Sole Arbitrator, to be nominated by the Principal, Lakshmibai College. The language of arbitration proceedings shall be English and the venue and jurisdiction of the arbitration shall be New Delhi. The arbitration award shall be final and binding on both the Parties.
 27. The Lakshmibai College reserves the right to have a panel made out of the tenders submitted and in case the agency selected fails to do the job successfully or leaves the job in middle of the contract period or decline to accept the award due to some reason, the next agency will be offered the job. However the validity of the panel will be for the period of the award of contract to the first panelist and in case the second in the panel is offered the job, the time-span for this will be the remaining period of the first awardees of the contract. In case the successful bidder decline to accept the award or to provide the security services the EMD made by him shall be forfeited and may also be black listed.
 28. In consideration of the obligations undertaken by the contractor under this agreement, the Lakshmibai 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 Lakshmibai College based on the guidelines issued by the local Govt (NCT of Delhi).
 29. This agreement will be valid for a period of **One Year** From _____ to _____ **which** may be extended as per discretion of Lakshmibai College subject to satisfactory performance report and also by mutual consent. The agreement can

also be terminated by either side by giving one month's notice in advance in writing.

30. In the event of failure of security services on the part of the Contractor, the agreement shall be terminated without giving any notice whatsoever, Lakshmibai College shall not be responsible for any payment thereafter.
31. The service provider will also ensure that the personal deployed are medically fit and will keep record a certificate of their medical fitness.
32. The persons supplied by the Agency should not have any adverse Police records/ criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the service provider which will be verified by the service provider before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to the college.
33. The decision of the Principal Lakshmibai 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
(Lakshmibai College)

Witness

Witness

- 1.
- 2.

- 1.
- 2.