

**INDIRA GANDHI DELHI TECHNICAL UNIVERSITY FOR WOMEN
KASHMERE GATE, DELHI**

NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES

Sealed Tenders are invited under Three-Bid system from reputed agencies, having capacity to deploy the adequate number of uniformed Security staffs, for providing round the clock security services for a period of two years to this University at Kashmere Gate campus. The Bid documents along with terms and conditions etc. can be obtained from GA Branch of IGDTUW on payment of Rs.1000/- only through DD and can also be downloaded from IGDTUW website i.e. igit.ac.in

SCHEDULE OF TENDER

Name of Work	Providing Security Services in IGDTUW Campus at Kashmere Gate Delhi-110006
Tender Processing Fee	Rs.1000/- non refundable (through DD in favour of Registrar IGDTUW GIA SB A/C payable at Delhi)
Issue of tender form	From 26.02.14 to 14.03.14 between 10.00 to 4.00 PM from IGDTUW Kashmere Gate, Delhi.
Last date/time for submission of Bid in GA Branch of IGDTUW.	18.03.14 up to 2.00 P.M.
Amount of EMD	Rs 4,00,000/- (Rs. Four lakhs only)
Date / Time of opening of Prequalification bid	18.03.2014 at 3.00 PM
Date/Time of opening of Technical Bids/ financial bid	All the documents shall be checked by the Tender Evaluation Committee. Only those tenderers who have submitted the required documents as prescribed in the tender document will be considered for opening of Technical/Financial Bid. The date and time for the same will be decided later.

The above dates, if necessitated, may be changed and any notification for the changed dates will be available on the above said website and the bidders, therefore, are advised to follow up with the website about the revised schedule.

In case, the day of bid opening happens to be a holiday, the Bids will be opened on the next working day at the same time.

(S.N. JHA)
REGISTRAR, IGDTUW,
GOVT. OF NCT OF DELHI
KASHMERE GATE, DELHI

**INDIRA GANDHI DELHI TECHNICAL UNIVERSITY FOR WOMEN
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The Bidders should examine all instructions, forms, terms and conditions and scope of service in the Bid document and furnish all information as stipulated therein.

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The Bidders should examine all instructions, forms, terms & conditions, and scope of service in the Bid document and furnish all information as stipulated therein.

SECTION- 1: INVITATION FOR BIDS

1. This bid document is being issued to seek response from the eligible bidders in order to hire their services in providing Security Services under which the successful bidder shall be contracted to provide the said services which will require deploying adequate Security personnel effectively to deliver the desired service level at Kashmere Gate campus of IGDTUW.
2. Bidders are advised to study the Bid Documents carefully. Bid response prepared in accordance with the procedures enumerated in section 2 of the Bid documents should be submitted to the Registrar of Indira Gandhi Delhi Technical University for Women, Govt of NCT of Delhi Kashmere Gate, Delhi not later than the date and time laid down and at the given address in the Bid documents.
3. The estimated value of the contract is for approx. Rs.80,00,000/-(Rupees Eighty lakhs only) per annum.
4. The bids must be accompanied with an Earnest Money Deposit (EMD) of Rs. 400000/- (Rupees Four lakhs only) (calculate at 2 to 5 % of the estimated value of the work) to be submitted in form of a Demand Draft/FDR/Bank Guarantee in favour of **“Registrar, Indira Gandhi Delhi Technical university for Women”** payable at New Delhi issued by any scheduled/nationalized bank.
5. The bid document can be obtained from GA Branch of IGDTUW on payment of Rs.1000/- only through Demand Draft in favour of **“Registrar, Indira Gandhi Delhi Technical University for Women GIA SB A/C”** Tender form can also be downloaded from IGDTUW website i.e.igit.ac.in. In case of downloaded form a DD of Rs.1000/- be enclosed as with the filled tender document.
6. Schedule for invitation of Bid.
 - (a) Designation of the Nodal Officer of the University: Administrative Officer (Admn)
 - (b) Official address of the Nodal officer:- Administrative Officer. Room No. 205, Admin. Block IGDTUW Kashmere Gate Delhi.
 - (c) Last date and time for receipt of Bid 18.03.2014 up to 2.00 P.M.
 - (d) Place, Time and Date of opening of Pre-Qualification Bid
Venue: - Conference Hall IGDTUW, Kashmere Gate, Delhi at 3.00 P.M. on 18.03.2014
 - (e) Place, Time & Date of Opening the Technical Bid/Financial Bid will be announced later.
 - (f) Details of the contact person for any clarification:
Same as Clause 6(a) and 6(b) above
 - (g) Date to which the Bid is valid:
120 days from the last date of bid submission.

7. Important dates & time:-

The following table provides information regarding the important dates of the bid process:-

Issue of tender form	From 26.02.14 to 14.03.14 between 10.00 to 4.00 PM from IGDTUW Kashmere Gate.
Last date/time for submission of Bid in GA branch of IGDTUW	18.03.2014 up to 2.00 P.M.
Amount of EMD	Rs 4, 00,000/- (Rs. Four lakhs only)
Date / Time of opening of Prequalification bid	18.03.2014 at 3.00 PM
Date/Time of opening of Technical Bids/ financial bid	All the documents shall be checked by the Tender Evaluation Committee. Only those tenderers who have submitted the required documents as prescribed in the tender document will be considered for opening of Technical/Financial Bid. The date and time for the same will be decided later.

NOTE: The above dates are liable to be changed by the University for which necessary information will be available at our website.

8. Bidders must note that bids received after due date and time shall not be accepted. The EMD must be enclosed with pre-qualification bid.

SECTION 2: INSTRUCTIONS TO BIDDERS

1. **Procedure for submission of Bids:** A single bid will be submitted by every bidder. Bids will comprise of following three sections:-
 - 1.1.1 Pre-qualification Bid (As per the Annexure- I)
 - 1.1.2 Technical Bid (As per the Annexure-III)
 - 1.1.3 Financial Bid (As per the Annexure- V)

2. **Cost of Bidding Process:-**

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation etc. for the purposes of clarification of the bid, if so desired by the Purchaser.

3. **Language of Bids:-**

- 3.1 The Bids prepared by the Bidders and all correspondence and documents relating to the bids exchanged by the Bidder and the University shall be written in **English language** only.

4. **Documents Comprising the Bids:-**

The bid prepared by the Bidder shall comprise of the following components:

- 4.1 Pre-qualification Bid (*Pl. also see section 6 and Annexure-I*) – The prequalification bid shall be submitted in the format as per Annexure-I and shall be accompanied with the following self-attested documents.
 - 4.1.1. EMD i.e. (DD/FDR/Bank Guarantee pledged in favour of Registrar, IGDTUW)
 - 4.1.2. Photograph of the bidder
 - 4.1.3. PAN Card of the bidding firm
 - 4.1.4. Certificate of Incorporation of Registration in case of firms registered under Indian Companies Act or Partnership deed in case of Partnership Firm or Joint Bid Agreement in case of consortium of two firms. (not more than two firms are allowed to form consortium)
 - 4.1.5. Certificate of Registration for PF subscription
 - 4.1.6. Certificate of Registration for ESI subscription
 - 4.1.7. Certificate of Service Tax Registration number
 - 4.1.8. Valid License of security agency under DPSA (Regulation) Rules, 2009
 - 4.1.9. Audited balance sheet / audited Income statement for preceding three years (2010-11, 2011-12, 2012-13)
 - 4.1.10. Power of Attorney in favour of the authorized person signing the bid
 - 4.1.11. Undertaking as per Annexure-VII

(Note: In the case of DD, it should be got revalidated by the concerned firm from time to time at the cost of bidder before the expiry period).

4.2 Technical Bid (*Pl. also see section 6 and Annexure-III*) –

The technical bid shall be submitted in the format as per Annexure-III. It shall comprise of following types of documents in support of credentials/experience:-

- (i) Copy of the Work Order and/or
- (ii) Copy of the agreement (Part pages of the work order or agreement shall not be acceptable)
- (iii) Certificate or letter issued by the client under the signature and office seal of a competent official of the said client in favour of the bidding firm declaring that the service provided by the bidding firm has been or was satisfactory during the period of engagement. (Pl. note that the above said certificate of satisfactory service must be submitted from at least one client, if not from all clients. Failure to submit such certificate from at least one client will earn zero marks even if supporting documents as mentioned in (i) and (ii) above are given.

4.3 Financial Bid (*Pl. also see section 6*) –

It shall be submitted in the format as per the Annexure-V.

5. Who can apply on behalf of Bidder?

5.1 It is clarified that the individual signing the documents connected with Bid must certify whether he/ she is signing as authorized signatory or proprietor or duly authorized partner (in case of partnership firm) OR

5.1.1 Constituted attorney of the firm, if it is a company OR

5.1.2 The principal officer or his / her duly Authorized Representative of the Bidder.

5.2 The authorization shall be indicated by **power- of -attorney** accompanying the Bid.

6. One Bid per Bidder

Each bidder shall submit only one bid either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids shall be rejected.

7. Earnest Money Deposit (EMD)

7.1 The Bidder shall furnish, as part of its bid, EMD of the amount and format as mentioned in this Bid document.

7.2 The EMD is required to protect the University against the risk of Bidder's conduct which would warrant the EMD's forfeiture.

7.3 The EMD of Rs.4,00,000/- (Rupees four lakhs only) shall be in the form of a D.D/FDR/Bank Guarantee issued by a Nationalized / Scheduled Bank pledged in favour of Registrar, IGDTUW. (Note: In the case of DD, it should be got revalidated by the concerned firm from time to time at the cost of bidder before the expiry period).

7.4 Unsuccessful Bidder's EMD will be discharged/ returned within 30 days after award of contract to the successful Bidder. **No interest will be paid by the University on the EMD amount.**

7.5 The successful Bidder's EMD shall be discharged upon the Bidder executing the Contract and after furnishing the performance security.

7.6 The EMD may be forfeited:-

- a. If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of bid, or
- b. In case of a successful bid, if the Bidder fails:-
 - i) to sign the Contract, or
 - ii) to furnish performance security.

8. Period of Validity of Bids:-

8.1 Bids shall remain valid for a period as stated in Clause 6 (g) of section 1 of this bid document.

A bid valid for a shorter period shall be rejected by the University being non- responsive and shall not be taken up for evaluation purposes.

8.2 The University may request the Bidder for extension of the period of validity. The request and response thereto shall be made in writing (or by fax or by e-mail). The validity of EMD shall also be accordingly extended

9. Terms & Conditions of Bidder:-

9.1 Printed terms and conditions (General Conditions) made by the Bidder will not be considered as forming part of their Bids. In case terms and conditions of the Contract applicable to this Invitation of Bid are not acceptable to any Bidder, he should not bid.

10. Local Conditions:

10.1 It will be incumbent upon each Bidder to fully acquaint himself / herself with the local conditions and factors at the locations/ sites and offices which would have any effect on the performance of the contract and / or the cost.

10.2 The Bidder is expected to obtain for himself/herself on their own responsibility all information that may be necessary for preparing the Bid and entering into contract. Obtaining such information shall be at Bidder's own cost.

10.3 Failure to obtain the information necessary for preparing the bid and / or failure to perform activities that may be necessary will in no way relieve the successful Bidder from performing any work in accordance with the contract entered into.

10.4 It will be imperative for each Bidder to fully acquaint themselves of all local and legal conditions and factors which may have any effect on the execution of the contract as described in the Bid documents.

10.5 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the University and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the University on account of failure of the Bidder to appraise themselves of local laws and conditions.

11. Last date of Receipt of bids 18.03.2014 at 2.00 p.m.

11.1 Bids must be submitted in GA Branch of IGDTUW, Kashmere ate, Delhi. The University may, at its discretion extend the last date for the receipt of bids by amending schedule in accordance with Clause 6 of section 1, in which case all rights and obligations of the University and Bidder will be the same.

12 Late Bids

12.1 Any bid received after the scheduled date and time shall not be considered for opening.

13. Modification and Withdrawal of Bids.

13.1 No bid should be altered / modified after submission. Unsolicited correspondences in this regard from Bidder will not be considered.

13.2 No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its EMD.

14. Contacting the University:-

14.1 No Bidder, in order to influence the bid process, shall contact the university on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

14.2 Any efforts by a Bidder to influence the University's bid evaluation/ bid comparison or contract award decisions shall result in the rejection of the Bidder's bid.

15 Opening of Pre-qualification/Technical/Financial Bid by the University;-

15.1 The University will open the Pre-qualification/Technical/Financial Bid in the presence of the representatives of the Bidders who choose to attend at the time, date and place, as mentioned in Clause 6 of section 1 of this bid document.

15.2 The Bidders names, bid withdrawals and the presence or absence of the requisite EMD and such other details as the University, at its discretion, may consider appropriate will be announced at the bid opening.

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

16.1. The University is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

16.2. The University may terminate the contract if it is found that the contractor is blacklisted on previous occasions by any of the University/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

16.3. The University may cancel the award of contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

17. Award of Contract:-

17.1. Award of the contract will be made 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.

17.2. The University will communicate the successful bidder by facsimile confirmed by letter transmitted by registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer" shall prescribe the amount at which the contractor will be paid in consideration of the execution of services by the contractor as required in the contract.

17.3. The successful bidder will be required to execute an Agreement in the form specified in Annexure-VI within a period of 30 days from the date of issue of Letter of Offer.

17.4. The successful bidder shall be required to furnish Performance Security within 15 days of receipt of 'Letter of Offer' for an amount equal to 10% of the contract value in the form of Account Payee DD or Fixed Deposit Receipts, or Bank Guarantee from a nationalized/scheduled bank in an acceptable form in favour of Registrar IGDTUW GIA SB A/C. 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. In the case of submission of performance security in the form of DD, it should be got revalidated from time to time at the cost of the bidder before the expiry period.

17.5. 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 Performance Security.

SECTION 3: GENERAL CONDITIONS OF CONTRACT

1. Deployment:-

1.1 In order to provide fool proof security, the Contractor will physically deploy the Security Personnel in such adequate number and on all vulnerable locations which will meet the requirement as per this bid document. It will be mandatory that induction training is given by the contractor to the personnel to be deployed.

1.2 The University will have the right to know the names of the personnel to be deployed by the Contractor in pursuit of its obligation of providing security services and it shall be mandatory for the Contractor to provide such list with necessary details. As far as practicable, the list shall not be frequently changed so that continuity in operation is maintained in overall interest of security.

1.3 At least 10% of the personnel deployed shall be women. The contractor shall not employ any person who has not completed eighteen years of age.

2. Payment of wages: -

2.1 The security personnel deployed by the Contractor in its contractual obligation to provide security services shall be the employees of the contractor. The Contractor shall abide by and comply with all the relevant laws and statutory requirements under Labour laws, Minimum Wages and Contract Labour (Regulation & Abolition) Act 1970, EPF, ESI, Employee Compensation Act, 1923, Bonus etc. with regard to the person engaged. The University will provide the basic wages with EPF, ESI in conformity with the latest minimum wages notified by the Labour Deptt. Govt. of NCT of Delhi amended from time to time. The following are the rate of minimum wages w.e.f 01.10.13 :-

Descriptions	Security Guard (Un- skilled)	Gun men/Security supervisor (Skilled)	Security Officer (Graduate & above or equivalent)
Basic wages per month	Rs.8086/-	Rs 9802/-	Rs.10686/-
EPF 13.61%	Rs.1100/-	Rs.1334/-	Rs. 1454/-
ESI 4.75 %	Rs. 384/-	Rs. 466/-	Rs. 508/-
National Holiday 5.77%	Rs. 467/-	Rs. 566/-	Rs 617/-
Relieving charges 16.67%	Rs.1348/-	Rs.1634/-	Rs.1781/-
Total per month/ 08 hours per day (including one day off in a week)	Rs.11385/-	Rs.13802/-	Rs. 15046/-

- 2.2 As and when rates of the wages of the employees and other allowances shall be revised by the Govt. of NCT of Delhi, this shall be applicable from the date the revised wages become applicable as per Govt/IGDTUW notification.
- 2.3 Further, for any lapse in this regard the Contractor shall be solely responsible and held accountable. The Contractor shall maintain registers required under the relevant Act for recording the names of the security personnel and their daily deployment which shall be made available to the statutory authorities & the University authorities on demand.
- 2.4 The university shall not pay bonus to any of the employee deployed by the Contractor at the IGDTUW campus.
- 2.5 Any payment made by the Agency over and above these minimum wages owing to market factors, deemed to be included in the service charges quoted by the Agency in the Financial bid. Nothing extra shall be paid on this account by the university.
- 2.6 Agency to quote service charges which shall be paid in addition to the details mentioned in para 2.1 (above) and shall include all expenses towards overhead, uniform, motorcycle, communication system, fire equipments or any other service/equipment/item defined in this document including profit and all incidental expenses related to this work.
- 2.7 The contractor shall disburse the wages to the employees on 07th day every month either through cheque or through ECS.

2.8 Tentative requirement of Security Personnel for the university at present work out about 60 comprising of 50 security guards, 06 gunmen, 03 security supervisors and One security officer.

3. Accident:-

All liabilities in respect of an accident or death arising out of and in course of work shall be borne by the contractor unless the security personnel are covered by the ESI scheme.

4. Performance and supervision:-

Adequate supervision will be provided to ensure correct performance of the said services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the personnel deployed, the supervisory staff will be required to be stationed for this purpose.

4.1 All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the University.

4.2 Contractor and its personnel shall take proper and reasonable precautions to prevent from loss, destruction, waste or misuse of the areas of responsibility given to them and shall not lend to any person or company any of the areas of the University under its control.

4.3 That, in the event of any loss that occur to the University, as a result of any lapse on the part of the Contractor or personnel deputed by him which will be established after an enquiry is conducted by the University, the said loss can be claimed from the Contractor as per Clause 5 of the Section-4. The decision of the Head of the University will be final and binding on the contractor.

4.4 The contractor shall perform all such 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 University may issue from time to time and which have been mutually agreed upon between the two parties.

4.5 The University shall have the right, with reason, to have any person removed who is considered undesirable or otherwise and similarly Contractor reserves the right to change the staff in the overall interest of betterment and service output.

4.6 The Contractor and the personnel deputed by him shall be responsible to protect property and equipments of the University at the premises entrusted to it. The Contractor shall also be fully responsible for any loss of office equipment, fixtures and articles installed on the campus. All losses suffered by the university on this accounts shall be compensated in full by the Agency.

4.7 The Contractor will deploy round the clock supervisors who will be the contact persons with whom the University will interact on daily security matters.

4.8 Contractor shall get Security personnel screened for visual, hearing, gross physical defects and contagious diseases and only physically fit personnel shall be deployed for duty.

4.9 The agency shall have to submit the weekly duty chart prior to the commencement of the week and the daily attendance sheet of all the security personnel deployed to the university, failure to do so will result in non-payment for the day/days for which the duty chart/attendance sheet is not furnished.

- 4.10 The agency shall not replace the security personnel at random. This shall be done with the prior approval of the officer in charge of the security in the university and full particulars of the Security personnel shall be given to the officer-in charge. In case any of the security personnel is found to be posted without the previous knowledge of the university, the University shall not be liable to pay for such security personnel deployed.
- 4.11 The Agency shall be liable to make substitute arrangement in case of the absence of the Security personnel. Similarly, the Agency have make substitute arrangements in case of the weekly offs, and no extra payment shall be payable on this account. The agency shall man all the security points/posts and other locations as specified by University on **all days of the week**. **No short leave or meal relief** shall be permitted to the Security personnel unless the Agency provides substitute without any extra payment. The agency has to keep sufficient number of leave reserve.
- 4.12 The agency shall ensure that at no time, any security point is left unmanned. A register shall be maintained by the Agency at every gate/point where round the clock duty is performed.
- 4.13 The university will arrange to provide lock/seal for stores, godowns and offices etc. to the satisfactions of the Agency, where possible.
- 4.14 The university will be authorized to fix timing of the various duty shifts. A single duty shift will have normal duration of eight hours. In case of any compelling reasons, if the duty shift is to be extended, the same shall not be resorted to by the Agency without the prior consent of the university.
- 4.15 The agency shall arrange uniform for all on duty security personnel smartly and neatly on security forces pattern according to the season i.e. summer uniform during summer and winter uniform during winter and badge bearing his name and designation. The dress shall be uniform colour and design.
- 4.16 The agency shall provide fire uniform/equipment such as gumboot, helmet, gloves, extension ladder, rope, safety belt, tools kits and other related equipments etc for the fire safety in the campus.
- 4.17 The agency shall also ensure good behavior of security personnel with officials of university and visitors to the university.
- 4.18 The security personnel's shall abstain from taking part in any staff union and associates activities.
- 4.19 The agency will ensure that unauthorized entry is not permitted. The security personnel at the entry should be able to recognize the legitimate visitors without causing unnecessary embarrassment to the visitors.
- 4.20 The Security personnel should ensure that the entry of visitors is allowed only after recording identity details as may be necessary in the registrar maintained at the entrance. The entry of any vehicles should be regulated as per the directions of the officer concerned of the university.
- 4.21 The agency must provide hand held metal detector, hand held search lights and walky-talky sets to the security personnel.
- 4.22 The discipline of the security staff should be ensured regularly (daily, weekly, fortnightly or monthly). Daily reports will be prepared by the agency and the same should submit to the university. Appropriate records in reference to above shall be maintained by the agency at its own cost.
- 4.23 The university will provide no stationary and other allied items for the maintenance of records.
- 4.24 As and when the university requires additional security personnel on temporary or emergency basis, the agency will depute such security personnel under the same terms and conditions.

4.25 The agency shall also provide following items/articles at its own cost:

- a) Torches and cells to the security personnel on night duty.
- b) Duty charts at specified locations for inspection
- c) Raincoats to their security personnel for rainy season.
- d) Stationery and allied items for the keeping of records.
- e) Uniform for the personnel on duty.
- f) Bent rod (Lathi) to guards
- g) HHMD (04 Nos)
- h) DFMD (02)
- i) Bag scanner (01)
- j) Glass scanner reflector for cars (02)
- k) Walky Talky at least 04

In case any device is not functional same may be replaced in before starting the next shift failing which a penalty of Rs.1000/- can be imposed on every such lapse.

4.26 The agency will ensure the presence of its entire personnel in their full strength on all working, and reduce numbers on such other days as may be required and notified from time to time. If personnel of the agency are on leave/absent, the agency will be duty bound to provide alternate arrangements with equally trained and qualified personnel without fail. No personnel shall make himself unavailable without alternative arrangements having been made and due notice given to university.

4.27 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.

4.28 Security personnel shall be hired by the security agency. Security agency shall have full control and supervision on the acts of its security personnel including their employment. Agency shall indemnify the university regarding any claim of the personnel with reference to employment or anything else, whatsoever, university shall have no role ;in the employment of security personnel.

4.29 Duty Hours (for all rank except Security Officer) on all the seven days of week

- i) First shift 06.00 hrs to 14.00 hrs.
- ii) Second shift 14.00 hrs to 22.00 hrs.
- iii) Third shift 22.00 hrs to 06.00 hrs.
- iv) General shift 09.00 hrs to 18.00 hrs (with staggered lunch break with appropriate arrangement to be made by the agency).
- v) Duty timing shall be changed by the University as per requirement and necessity.

4.30 The personnel will have to report to the university office at least 15 minutes in advance.

4.31 **Duties and responsibilities of the Security Agency:**

i) The respective security personnel/supervisor/Security Officer will be responsible for overall security arrangements of the University.

ii) The security officer will ensure that all the instructions of the university are strictly followed and there is no lapse of any kind.

iii) Requirement of posting of security personnel/Security Supervisors will be reviewed and monitored by the University from time to time.

- iv) Security personnel deployed in premises on holiday and Sunday will be assessed as per actual requirement and the number of personnel will be suitable reduced/increased (if required)
- v) The security personnel will also take round of all the important sensitive points regularly at the interval of one hour and the duty report will be prepared at the interval of every shift and submitted to the Security Incharge of the University.
- vi) The security personnel will be on duty for twenty four hours (round the clock in three shifts of eight hours each) as per deployment schedule and will take care of all the store(s), vehicle/car parking, substations, pump house etc in the campus.
- vii) The security personnel are required to keep the keys of all the rooms of the respective wing, where they are deployed and open and close the same as and when required by the authorized officials.
- viii) The security personnel deployed at the entry and exit gates are required to open and close the gates, whenever authorized cars enter/exits through the gates.
- ix) It will be the duty of the security personnel to open the locks to enable cleaning operations in the campus. They are also required to be present and vigilant in the campus during the entire work of the cleaning operations. Moreover, they will also open the premises as and when required for civil and electrical maintenance e works by authorized officials on holidays. Authentic records of all maintenance activity in the campus will be maintained, in consultation with the university, which should be made available for any later date investigation, if required.
- x) The security personnel shall vary out such other duties as are entrusted to them from time to time by the university.
- xi) Entry of street dogs, monkeys and cattle's etc into the campus is to be prevented by the security personnel.
- xii) The security personnel on patrol duty should take care and immediately inform about the leakage in the water taps, valves and water hydrants installed in the open area and other parts of premises.
- xiii) The security personnel should ensure that flowers, plants, trees and grassy lawns are not damaged by the staff or students or by the outsiders.
- xiv) The security personnel will also help the fire fighting staff in extinguishing/controlling the fire, or meeting any exigency, if there is a fire or any other natural calamities at the site. The security personnel deployed should be well trained and conversant with the fire fighting procedure and apparatus at the site.
- xv) The security personnel shall be available all the time as per their duty roaster and they shall not leave their place of duty without the prior permission of the university.

5. Duty familiarization:-

The Contractor in consultation with University will give basic familiarization under the contract for 2-3 days about the duties to be performed by the security guards and their desirable behavior. This period of 2-3 days will not be counted as shift manned by Contractor's personnel for the purpose of payment under the contract.

6. Confidentiality:-

The Contractor shall ensure that its personnel, at any time divulge make known any trust, accounts matter, transaction undertaken or handled by the University not disclose any information about the affairs of University.

- 6.1 The Contractor either during the term or after expiry of this Contract shall not disclose any proprietary or confidential information related to the services/contract and/or University's business/ operations, information, application/software, hardware, business data, designs and other information / documents without the prior written consent of the University.
- 6.2 The Contractor shall execute a Non Disclosure Agreement (NDA) in favor of University.
- 6.3 The Contractor shall be liable to fully compensate the University for any loss of revenue arising from breach of confidentiality. The University reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to the dispute arising out of breach of obligation by the Bidder under the clause.

7. Force Majeure:-

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of nature/God etc. which may prevent either party to discharge their 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.

8. The Contractor shall have his own establishment/setup/mechanism, etc. at his own cost and ensure correct and satisfactory performance of his responsibilities under the contract

9. **Service Commencement:-**“NOTICE TO PROCEED” means the notice issued by the University to the contractor communicating the date on which the work/services under the contract are to be commenced.

10. Liability:-

If the Contractor is a joint venture/ company/ group/partnership of two or more persons, all such persons/directors/partners shall be jointly and severally liable to the University for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized person with authority to sign. The joint venture/company/group/partnership shall not be altered without prior intimation to the University.

11. Corrupt Practices:-

During the course of contract, if any of the security personnel deployed are found to be indulging in any corrupt practices causing any loss of reputation or otherwise of the University, the University shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Security.

12. Claim Settlement:-

12.1 Any liability arising out of any litigation (including those in consumer courts) due to any act of the personnel of the agency shall be directly borne by the said agency including all expenses/fines. The University shall not be responsible for any liability that arises out of any payments not made under the Labour Laws or any other laws. The Contractor shall indemnify the University in this regard.

13 Sub-Contract disallowed:-

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

14. Indemnity:-

The Contractor shall indemnify and hold the University harmless 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.

15. The contracting agency shall not employ any person below the age of 18 yrs. and above the age of 55 years. Manpower so engaged shall be trained for providing security services and fire-fighting services before joining. During the training, Contractor shall have to arrange for substitute for the staffs undergoing training.

16. Union Activities:-

Security staff engaged by the contractor shall not take part in any staff union and association activities while on duty in the premises of the University.

17. Employment/Residence:-

17.1 The University shall not be under any obligation for providing employment to any of the worker of the Contractor at any time. Further, as the Contract is primarily for providing services, hence any relationship of employer-employee that exists will be between the Contractor and the personnel engaged by it.

17.2 The University shall not be responsible for providing residential Accommodation or such other facilities to employees of the Contractor.

18. Overpayment/Underpayment:-

18.1 If as a result of post payment audit or otherwise, any overpayment is detected in respect of any work done or alleged to have been done by the Contractor under the contract, the Contractor shall pay back the overpayment and it shall be recovered by the University from him.

18.2 If any underpayment is discovered, the amount shall be duly paid to the Contractor by the University.

19. The Contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the University etc.

20. Tax 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 such as income tax and service tax. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the University fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

20.1 Income tax shall be deducted at source by the University from all the payments made to contractor according to the Income tax Act, unless valid and complete documents for IT exemption are submitted by the contractor prior to release of payment. A certificate shall be provided by University to the contractor for any tax deducted at source.

20.2 The contractor shall bear all taxes and duties etc. levied or imposed on the Contractor under the Contract including but not limited to Service Tax, VAT and all Income Tax levied under Income Tax Act, 1961 or any amendment thereof during the entire contract period i.e. on account of services rendered and payments received from University under the Contract. It shall be responsibility of the Contractor to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose.

20.3 The Contractor agrees that he and his team shall comply with the Income Tax Act in force from time to time and pay Income Tax, as may be imposed/ levied on them by the Tax Authorities, for the payments received by them for the services under the contract.

20.4 If the contractor **fails to submit returns/pay taxes** in times as stipulated under applicable Indian/state tax laws and consequently any interest or penalty is imposed by the concerned authority, the Contractor shall pay the same. The Contractor shall indemnify University against any and all liabilities or claims arising out of this contract for such taxes including interest and penalty that any such tax authority may assess or levy on the contractor.

21. Dispute Resolution:-

(a) Any financial dispute and/ or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized 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 to be appointed by the Lt. Governor, Delhi.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and if the period of contract is still valid, 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 in Delhi only.

22. Performance Security:-

22.1 The successful Bidder shall furnish Performance Security to the University within the time as decided by the Deptt. before signing the Contract which shall be equal to 10% of the total value of the Contract and shall be in the form of an Account Payee DD or Fixed Deposit Receipt or a Bank Guarantee Bond from a Nationalized/ Scheduled Bank in the Performa as per Annexure-IX of the Bid document which would be valid up to a period of sixty days beyond the date of completion of all contractual obligations and no interest shall be payable on performance security on its release. In case of performance security is submitted in the form of Demand Draft, the same should be got revalidated from time to time at the cost of bidder. In case the successful bidder fails to undertake the work or to deposit the performance security within ten days, the EMD of the firm shall be forfeited by IGDTUW without any notice.

22.2 The University in its discretion may forfeit the entire Performance Security in all such cases, and not limited to following cases, where

- i) There is gross security breach or recurrence of security breach
- ii) There is considerable loss of property due to theft or damage or recurrence of theft.
- iii) There are instances of exploitation of the Security Personnel.
- iv) There is gross violation of any of the contract conditions as per this bid document.

23. Term and extension of contract:-

The term of this contract shall be for a period of 2 years from the date of signing of the contract and can be expended for such period as mutually agreed upon under same terms and conditions.

23.1 The University reserves the sole right to grant any extension to the term mentioned above and in this regard shall notify in writing to the Contractor at least one month before the term expires. The decision to grant or refuse the extension shall be at the University's discretion and such extension of the contract, if any, shall be on the same terms and conditions. The extension can be given for maximum six months at a time and total extension will not be given for period more than one year.

23.2 Where the Contractor is of the view that no further extension of the term be granted to him, the contractor shall notify the University of its decision at least 3(three) months prior to the expiry of the term. Upon issuance of such notice, the Contractor shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the University shall either appoint an alternative agency or create its own infrastructure to operate such Services as are provided under the Contract.

24. Termination:-

The University may terminate this Contract in whole or in part by giving the Contractor a prior and written notice of one month indicating its intention to terminate the Contract for any reasons whatsoever but not limited to following circumstances only:-

(i) Where the University is of the opinion that there has been such event of default on the part of the Contractor/Contractor's team which would make it proper and necessary to terminate this Contract and may include failure on the part of the Contractor to respect any of its commitments with regard to any part of its obligations under this Contract.

(ii) Where it comes to the University's attention that the Contractor is in a position of actual conflict of interest with the interests of the University, in relation to any of terms under this Contract.

(iii) Where it comes to the University's attention that the contractor furnished incorrect or false information at any time.

(iv) Termination for insolvency: the University may at any time terminate the Contract by giving written notice to him, without compensation, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the University.

(v) The Contractor may, subject to approval by the University, terminate this Contract before the expiry of the term by giving the University a prior and written notice at least 3 months in advance indicating its intention to terminate the Contract.

25. Jurisdiction of Court:-

The Courts in Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

SECTION: 4
SPECIAL CONDITION OF CONTRACT AND SERVICES LEVELES:-

1. Antecedent verification: -

Before actually deploying the Security Personnel, the Contractor shall inform the University in writing that the antecedents of the security personnel through whom the services will be rendered have been duly verified and further the copies of the police verification will be submitted. The Contractor shall also provide to the University curriculum vitae (CV) of the personnel to be deployed. The CV will contain such information as name, age, parentage, permanent/present residential address, marital status and next of kin, UIDAI number etc.

2. Uniform and dress:-

The personnel engaged by the contractor shall be dressed in neat and clean uniform with proper name badges, failing which a penalty of Rs.1000/- for each occasion per person will be imposed on the Contractor. Habitual offenders in this regard shall be withdrawn from the deployment. The penalty on this account shall be deducted from the Contractor's bills. (while quoting the financial bid, the contractor is advised to properly factor in the cost towards the uniform & dress)

3. Discipline and courtesy:-

The personnel engaged have to be courteous with pleasant mannerism in dealing with the University officials, patients and members of public and should project an image of utmost discipline. The University shall have right to have any person removed in case of staff complaints or as decided by representative of the University if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange suitable replacement in all such cases.

4. Bill and its Payment:-

4.1 The Contractor will raise month wise bill for the service provided at the rate as agreed and accepted by the University along with details of EPF/ESIC contribution etc.

4.2 The Contractor will serve the bill for every preceding month by 7th day of every month and the University will make the payment within next 15 days provided the bill is complete in all respect. The bill will show separately the Service Tax chargeable from the University. The Contractor shall also submit the proof of having deposited service tax by way of presenting copy of challan receipt which should show such amount that must tally with the service tax collected from the University. For this purpose, the Contractor will not mix up payment of service tax collected from this University with those of any other University/organization where the Contractor might be providing services.

4.3 Disputed amount in the bill on which clarification is required shall be withheld till the time it is sorted out. However, rest of the amount shall be released by due date.

4.4 Payments to the Contractor shall be made either by cheque or by Electronic transfer to the Contractor's account for which purpose the contractor shall furnish the complete Bank account details.

4.5 Any damage or loss caused by Contractor's personnel to the University in whatever form or any penalties imposed on the Contractor would be recovered from the Contractor from its running bill or dues or against the performance guarantee.

5. **Service level specification and penalty-**

Process	Service Level Specifications	Penalty
1. Providing adequate number of Security Guards/Supervisors at every point/area of deployment identified for manning.	The contractor will provide adequate number of Security Guards/Supervisors to man the areas.	Rs.1000/- for every Instance of under-deployment or deployment area found not manned and up to Rs. 1000/- for every instance of security personal found sleeping at the time of duty.
2. Security Guards/Supervisors to report in uniform.	Approved uniform design with the name and badge.	Rs.1000/- for every number of Security Guards/Supervisors not found in prescribed uniform.
3. Misconduct/mis-behavior/Indiscipline by the Security Guards/Supervisor	i) Security Guards/Supervisor should be courteous to the staffs/students and disciplined. ii) They should not smoke and spit on the walls/floors etc.	Up to Rs.1000/- for every Instance.
4. Security Breach	The Contractor shall ensure that within the restricted and prohibited areas no unauthorized person enters.	Rs.1000/- for every Instance of security breach.
5. Protection of properties such as furniture, firefighting equipments, accessories, vehicles, machinery etc.	Contractor will protect all the properties of the University from theft, damage etc.	Recovery of the 20% higher amount than that of loss caused due to theft of items or damage of items due to vandalism etc.

All the penalties imposed on the Contractor shall be recovered either by way of adjusting against arrears of payments or running bills or through direct payments.

6. Penalty:-

6.1 In addition to the penalty mentioned above, the following penalties may also be imposed on the contractor.

6.2 In case, the Contractor fails:-

- a) To commence/execute the work as stipulated in the agreement, or
- b) If the performance continues to be unsatisfactory even after giving it a notice for putting the things in order for satisfactory performance, or
- c) If he does not meet the statutory requirements of the contract even after giving it a notice for putting the things in order to meet the statutory requirements,
University reserves the right to impose the penalty as detailed below: -
 - (i) For delay upto 4 weeks, penalty will be imposed at the rate of 20% of the daily contract value calculated for each day of delay for a period upto maximum 4 weeks time for any of the defaults mentioned above.
 - (ii) For delay beyond 4 weeks, the University in addition to imposing penalties at the rate as mentioned in (i) above reserves the right to cancel the contract and get the job carried out from other sources. The additional financial implication in this regard, if any, may be recovered from the defaulting Contractor. The Contractor may also be black listed for a period up to maximum 4 years and his earnest money/security deposit may be forfeited, if so warranted.
 - (iii) The University may forfeit the performance security of the contractor in case of any of the defaults.

7. Control Room:-

The Contractor should have round the clock control room service located in Delhi along with quick response teams to deal with emergent situations.

8. Risk Purchase:

In the event of contractor failing to provide the requisite services as per the contract the University reserves the right to procure the services from any other source at the cost of the contractor. The University shall retain the right of forfeiture of the performance security and the outstanding claims or any other actions as deemed fit.

SECTION 5: SCOPE OF SERVICE

1. The IGDTUW, GNCT Delhi premises is located at Kashmere Gate Delhi. The Contractor will be required to provide security services in the premises at this location.

2. **(i) Function and role:-**

- a) The Contractor will provide "ROUND THE CLOCK Security arrangement by supplying trained guards as per the direction of this University.
- b) Conduct fire fighting drills and carry out Fire safety inspections c) Courtesy service (assist VIP and special guest)
- d) Ensure Access control in restricted areas.
- e) Education and training on current security and Fire incidents trends.
- f) Employee checking at staff entrance only if so directed by the University.
- g) Internal Traffic control at parking and proper parking of vehicles as per Client policy
- h) To provide information regarding any pilferage/unusual activity.
- i) To maintain regular contact with the management with regard to security arrangement and improvement
- j) To be fully prepared in dealing with any fire/security exigency.

ii) Providing a safe and secure Campus:-

Physically securing the campus is the most obvious function of Security.

There are other activities attached to this aspect which is:-

- a) **Prevents thefts:-** To prevent all thefts, pilferage, damage, encroachment etc from the guarded Boundary wall and to report the management and concerned police authority wherever necessary under information to the University.
They must maintain liaison with the local police and fire services.
- b) **Maintaining Peace and enforcing the law:** Although service and administrative functions take up most of the officer's time, the security can have an edge, when it comes to maintain peace and performing law enforcement functions. The security officer must enforce on daily basis are parking/traffic control, administrative inspections, access control, and fire prevention standards.
- c) **Fire Fighting:** The security personnel should be adequately trained to perform in any disastrous situation including fire fighting operations and operate all fire related equipments.

3. **Standard Operation Procedure:-**

Upon signing of the Agreement, the Contractor shall prepare SOP and submit the same within 7 days and for every day of delay in submission of the SOP a penalty of Rs.1000/- will be imposed. The SOP will necessarily contain:-

- i. Complete Deployment Plan of the Security Personnel
- ii. Timings of shift duties
- iii. Ways & means of supervision
- iv. Activity Log for various types of activities
- v. Response in case of emergency & security breach.

4. **UP-GRADATION OF SOP:-**

Once in every three months the University representatives and the Contractor shall meet to review the entire SOP, consider all cases of security breach, theft, loss/damage, under- deployment/non-deployment of security personnel, non-fulfillment of service level etc and accordingly the SOP shall be upgraded by the Contractor after incorporating the suggestions of the University.

SECTION 6: ELIGIBILITY CONDITIONS

1. **Eligibility conditions:-**The Bidder should fulfill the following eligibility conditions before submission of the bid:-

(A) **General/Legal Requirements:-**

- (i) It should have at least one office located in Delhi.
- (ii) It should have round the clock control room.
- (iii) It should have training facility either in-house or tie-up with a training facility agency.
- (iv) The bidder should have a valid license under the DPSA (Regulations) Rules, 2009.
- (v) It should have valid registration under the PF Act, 1952.
- (vi) It should have valid registration under the ESI Act, 1948
- (vii) It should have valid registration for Service Tax.
- (viii) It should possess the PAN number.
- (ix) It should have filed IT returns of last three years.
- (x) It should not have been blacklisted over last three years.

The validity of the above said certificates of registrations will be seen with reference to the last date of bid submission schedule. During the period of bid evaluation or the operation of the contract, if any of the above said certificates of registrations become invalid, the contractor will get one month time to get the validity restored from the respective Government University/Agencies.

(Note:- The University at its discretion may seek any clarifications, obtain additional documents in respect of above within maximum 15 days of the bid opening).

(B) **Financial capabilities:-**

The bidder should have an average annual turnover of not less than Rs.25,00,000/- (Twenty five lakhs only) over the last three years.

- (C) The bidders who meet the general/legal requirements and have financial capabilities will be declared successful at pre-qualification stage for further opening of their technical bids.

(D) **Technical Capabilities:-**

The bidder should have the experience of completion of security work in any of the Deptt./autonomous institution/university/Public Sector undertaking of the Govt. of India or Govt. of NCT of Delhi or any other state Govt. or public sector banks or Local Bodies /Municipalities during the last three years as follows:-

- a) Three similar completed works costing not less than amount equal to Rs.25,00,000/- (Twenty five Lakhs).
- b) Two similar completed works costing not less than amount equal to Rs.40,00,000/-(Forty Lakhs).
- c) One similar completed works costing not less than amount equal to Rs.75,00,000/-(Seventy five Lakhs).

SECTION: 7

EVALUATION CRITERIA FOR TECHNICAL AND FINANCIAL BIDS

1. Pre-qualification evaluation

In Pre-qualification evaluation the following checks will be done:

1. Whether the firm/agency has enclosed the EMD.
2. Whether the firm has attached all relevant documents as per tender document. In case any firm/agency has not attached the above requirement, the same shall be disqualified in the pre-qualification evaluation.

2. Technical Bid Evaluation:-

Scoring of ten marks will be based on Annual Turnover, Manpower on roll, experience of running security services, volume of work performed in preceding years, trained Security Supervisory staff on roll, ISO certification and other pre-qualification criterion prescribed in the Terms and conditions of the contract.

The firm/agency which has scored 65% marks i.e. 195 points out of 300 marks will be considered as technically qualified. The financial bid of all the technically qualified firms/agencies/bidders will be opened for financial evaluation.

(Note: - The University can seek clarifications on the documents given by the bidder in order to do the technical evaluation correctly. It can also accept additional documents in support of clarifications but in no circumstances can accept additional documents which are going to add to the number of clients already submitted with the bid for the purpose of above.

3. Financial bid Evaluation:-

The financial bid will be opened after the bidder's technical bid is qualified. Evaluation of financial bids will be done on the basis of the financial values quoted. Contract will ordinarily be awarded to the lowest 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. If the financial bids of two or more bidders match, then the bidder who scores higher marks in technical bid evaluation will be declared successful. If the technical bid scores also match then the successful bidder will be declared through the lottery system from amongst the L-1 bids in presence of the bidders who wish to be present.

4. Miscellaneous

1. The agency has to make provision for payment of monthly salary of the manpower deployed from its own sources for atleast three months to avoid any delay in payment to the manpower deployed in the IGDTUIW.
2. That the agency shall provide all the detail/documents as per tender documents within 30 days after award of work and only after that the actual possession of the site will be handed over to the agency for commencement of security work
3. The agency shall provide the dossier of each and every personnel deployed consisting of following:-
 - a. Copy of appointment card issued by the contractor as per Labour laws.
 - b. Copy of the identity card issued by Govt. like Voter Card, Adhaar Card etc.
 - c. Copy of ration card, passport etc.
 - d. Copy of Educational qualification.
 - e. Copy of experience certificate.
 - f. Copy of arm license in case of gunman.
 - g. Copy of PF no. allotted to the person.
 - h. Copy of ESI no. allotted to the person.
 - i. Police verification report of the personnel
4. Agency will not engage any manpower for more than 8 hours' shift in any case. Shift involved 12 hrs duty should be replaced by another security guard.
5. Agency shall provide the uniform to the security guards/gunman/Security Supervisor/Security Officer every year for summer and winter.
6. The successful agency will submit the monthly bill to the IGDTUW along with the following documents:-
 - a. Original bill as per rates approved.
 - b. Complete list of manpower deployed shift wise.
 - c. Calculation sheet of payment.
 - d. Attendance sheet of manpower deployed daily basis duly countersigned by the GA branch.
 - e. Proof of payment of salary through ECS/Cheque to each and every worker in detail.
 - f. Proof of making payment of Service Tax charged in previous bills already paid.
 - g. Proof of making payment on account of payment of EPF contribution (Both Employees and Employer Contribution) in respect of each and every employees in whose case payment has already been made by IGDTUW upto previous bills claimed by the agency by submitting a detailed list of employees with EPF account number, amount deposited in bank, date of payment and month to which the payment relates.
 - h. Certificate of satisfactory performance of service and punctuality from the Head of the Departments in respect of Guard deputed in that Department for the month to which the payments relates.
 - i. Proof of deduction of ESI of each and every worker along with deposit challan issued by the concerned authorities. Separate challan should be deposited to the concerned agencies for the worker deployed in this university.
7. No post shall remain unmanned at any cost. Agency has to provide the sufficient number of relievers.
8. The agency shall distribute the wages to all the workers deployed in the university by 7th day of every month and will submit the report to the University.
9. The agency should possess a valid license from GNCTD under Delhi Private Security Agency Regulation Rules, 2009.
10. The successful contractor in any case shall not sublet the work awarded to any other agency.

The Contractor will ensure following points related to deployment:-

- i) The guards deployed by Contractor will be trained young, smart and well mannered with proper uniform and as per the qualifications, experience and age.
- ii) The Contractor shall make available CV of the personnel to be deployed and also provide a CD giving out details of all the employees deployed in institute.
- iii) The shift of the guards would be rotated periodically for operational & efficiency point of view.
- iv) The Contractor shall be responsible to provide manpower trained in fire fighting and security. The personnel should be fully trained to handle and operate all the fire and security equipments installed in the University.
- v) The Contractor must have daily provision for day and night checking of alertness of their guards deployed and the same to be recorded in writing.
- vi) Monthly training of all the personnel deployed must be organized as per training programme and intimated to the University.
- vii) During winter duty guards will be equipped with woolen over coats, boots, gloves, and sweaters as per need.
- viii) The security shall be adequately equipped with torches, walkie-talkies, HHMD and other necessary communication and frisking devices for personnel and vehicle etc wherever needed.

LETTER OF TRANSMITTAL

From:

To

The Registrar
Indira Gandhi Delhi Technical University for Women
Kashmere Gate, Delhi

Sub: Submission of Tender Documents for the work of “**Providing Security Services (watch and ward) round the lock at Indira Gandhi Delhi Technical University for Women, Delhi**”

Sir,

Having examined the details given in the Tender Document for the above work, I/we hereby submit the relevant information:

1. I/we hereby certify that all the statement made and information supplied in the enclosed annexure/ forms accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information.
3. I/we submit the requisite certified solvency certificate and authorize the Registrar, IGDTUW to approach Bank issuing the solvency certificate the correctness thereof. I/we also authorize the IGDTUW to approach individuals, employers, firms and corporation to verify our competence and general reputation.

Name and Signature(s) with seal.

DECLARATION BY THE TENDERER

We _____(Name of the Bidder) hereby represent that we have gone through and understood the Bidding document and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting a copy of Tendering Document marked “Original” as part of our tender duly signed and stamped on each page in token of our acceptance. We undertake that the Tendering Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page as a token of Acceptance and as a part of the contract in the in event of award of contract to us.

We further confirm that we have indicated prices and submitted in Price Bid in separately sealed envelop. We confirm that rate quoted by us includes price for all works/activities etc. as mentioned in Tender document.

SIGNATURE OF TENDERER

NAME OF TENDERER

SEAL OF COMPANY

Note: This declaration should be signed by the Tenderer’s representative who is signing the Bid.

COMPLIANCE TO TENDER REQUIREMENT

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical and other conditions whatsoever of the tendering documents and addendum to the tendering documents, if any, for subject work issued by IGDTUW.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part) shall not be recognized and shall be treated as null and void.

SIGNATURE OF TENDERER

NAME OF COMPANY

SEAL OF COMPANY

PRE-QUALIFICATION BID FORM

INDIRA GANDHI DELHI TECHNICAL UNIVERSITY FOR WOMEN

**TENDER FORM FOR PROVIDING SECURITY SERVICES (WATCH AND WARD) ROUND THE
CLOCK AT IGDTUW KASHMERE GATE CAMPUS.**

Affix duly attested
Photograph of the
authorized person

1. Name of the University issuing NIT _____
2. Name of the Bidding Firm _____
3. Constitution of the Bidding Firm (i.e. whether proprietorship, partnership or a company under the Indian Companies Act 1956) _____
4. Name of the office-bearers of bidding firm _____
 - i. Proprietor in case of proprietorship
 - ii All partners in case of partnership .
 - iii All Directors in case of company
5. Address of the Bidding Firm i.
 - i. Head Quarter
 - ii. Delhi Office
6. E-mail address of the bidding firm for correspondence _____
7. Details of person authorized to bid
 - i. Name & Designation.....
 - ii. Address _____ .
 - iii Telephone No. _____
 - iv. Mobile No. _____
 - v. Power of attorney for authorization (to be enclosed with this form)
8. Licence No. under DPSA(R) Rules, 2009: _____(i) Date of issuance _____) (ii) Date up to which valid _____
9. Service Tax Registration No. (i) Date of issuance _____ (ii) Date upto which valid _____
10. PAN card Number:(i) Date of issuance _____
11. Provident Fund Registration No. _____ (i) Date of issuance..... _____ (ii) Date upto which valid _____
12. ESI Number _____(i) Date of issuance _____ (ii) Date upto which valid _____
13. Registration No. & date/year of Certificate of Incorporation of Registration under Indian Companies Act (if applicable)-----
14. Details of EMD :
 - (a) Amount: Rs _____
 - (b) Ref. No.....Date
 - Name of issuing bank & Branch _____

15. Annual Turnover (As per the audited account),
i.2010-11 : -----
ii. 2011-12 : -----
iii.2012-13: -----
iv. Total turnover of last three years (i.e. sum of (i)+(ii)+(iii)) : -----
v.Average annual turnover for last three years : -----
(i.e. total turnover divided by 3)
16. Date of filing IT Return:-
(i) Year 2010-11 Date _____
(ii) Year 2011-12 Date _____
(iii) Year 2012-13 Date _____
17. Number of Security personnel on roll: -----
18. Training Facility:-
(i) If in-house training facility exists, give address of the facility-
(ii) If training facility is outsourced, give name and address of the agency with which it is tied up-----.
19. Round the clock Control Room
i. Address _____
ii Telephone Number(s) _____
20. Declaration by the bidder:
I/We _____ R/o _____ am/are authorized to sign the bid documents on behalf of the bidding firm M/s._____. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions contained in this Bid document and undertake to abide by them. I/We further declare that our bidding firm has not been blacklisted over last three years. The list of documents is given hereunder which are all self-attested.

List of documents which have been enclosed herewith are: - (mention complete list)

S.No.	Name of Documents	Number of pages

Signature _____
Name of the authorized person _____
(Seal of the bidding Firm)

Note:-

- (1) No column should be left blank.
- (2) In case, there is more than one office in Delhi, then the bidder shall provide addresses of all offices in col.no.5 above.
- (3) In Col. No. 8, 9, 11, 12 pl. also write date up to which it is valid. In case the validity is not restricted then write **NOT APPLICABLE**.

CHECK LIST FOR PRE-QUALIFICATION BID

<u>S.No</u>	Documents asked for	Page No. at which the document is placed
1	Power of Attorney in favour of authorized person signing the bid.	
2	EMD i.e. (DD/FDR/Bank Guarantee)	
3	Photograph of the bidder	
4	PAN Card of the bidding firm	
5	Certificate of Incorporation of Registration in case of firms registered under Indian Companies Act or Partnership deed in case of Partnership Firm or Joint Bid Agreement in case of consortium of two firms. (not more than two firms are allowed to form consortium	
6	Certificate of Registration for PF subscription	
7	Certificate of Registration for ESI / EPF subscription	
8	Certificate of Service Tax Registration number	
9	Valid License of security agency under DPSA(Regulation) Rules, 2009	
10	Audited balance sheet / audited Income statement for preceding three years (2010-11, 2011-12, 2012-13)	
11	Undertaking as per Annexure-VII	
12	Any other document	

Signature_____

Name and address of the bidder

Telephone No._____

Annexure III

TECHNICAL EVALUATION FORM

I	II	III	IV	V	VI
SI. No	Information to be provided	To be filled by the Bidder (Please attach the relevant documents in support)	Criteria of points Max. 10 of each	Multiplying factor	Total
1	Annual Turnover (in Lakhs) as specified in Clause “B” of Section 6 (average of last 3 consecutive years 2012-2013, 2011-2012 and 2010-2011) (6 points for the equivalent value of work contract, and 1 point each for every 20% more.)			5	
2	Manpower on roll (average of last 3 consecutive years) (6 points for equivalent to 80% of actual requirement and 1 point for every 20 persons extra)			2	
3	Minimum 03 years experience of running Security services. 08 points for three years experience and one point for extra 02 years experience.			4	
4	Volume of work done during last three financial years as specified in clause D a,b,c of section 6 of the NIT. (average of last 3 consecutive years) (6 points for as specified in clause D a,b,c) and point 1 each for 20 % More either of D a,b,c) other than minimum requirement.)			4	
5	Single work of more than Rs.2500000/- during last three years. (average of last 3 consecutive years). 6 points for equivalent of 30% of contract value in last 3 years. 1 point for every 10% more.			4	
6	No. of trained supervisory staff in the field of Security services (average of last 3 consecutive years) (6 points for equivalent to 20% actual requirement and 1 point for every 20 persons extra.			4	
7	ISO Certification of the firm (Yes/No) (8 points is ISO certified and 1 each for any other registered certifying body)			4	
8	Experience if Govt./academic Institution (6 points for any three Govt./Academic Institution and 1 point every other 1 year experience. (additional point to that of S.No. 3 above)			1	
9	ESI/PF No. (6 points for every 100 employees register in ESI/PF and 1 for every 20 more.			1	
10	Recommendation letter (last five years) (5 points for any three Govt. Organization and 1 for every additional			1	
Total Points (Maximum 300 points)					

Certified that the above information is correct to best of my knowledge and belief.

Criteria for evaluation of Technical Bid

1. Number of points will be calculated out of 10 as specified in col no. II
2. These points will be multiplied with the multiplying factor given at Col. No. V and total points will be summed up.
3. Agencies scoring less than 65% i.e. 195 points will not be eligible for opening the financial bid.
4. All supporting documents to be attached otherwise no points will be given for same.

Name of bidder/Designation/Signature

Checklist for Technical Evaluation

INDIRA GANDHI DELHI TECHNICAL UNIVERSITY FOR WOMEN

Sl. No.	Information to be provided	To be filled by the Bidder	For office use *
1	Annual Turnover (in Lakhs) F.Y. 2012-2013 F.Y. 2011-2012 F.Y. 2010-2011		
2	Manpower on roll (Availability of Human Resources)		
	Experience of running Security services (in years)		
4	The details of similar work executed by the agency for educational institutions/University for the last three years		
5	Volume of work done during last three financial years.		
6	Single work of more than Rs. 25 lakhs during last three years.		
7	No. of trainers of the rank of Commissioned Officers of Military/equivalent rank of Para-military/Police.		
8	No. of Supervisory staff and trained Civilian/Ex-Military/Fx-Paramilitary personnel		
9	The Tenderer should not have incurred losses in more than two years in the last 3 consecutive financial years, duly certified by Chartered Accountant, along with copies of audited profit and loss account of last three years		
10	Training set-up [No. of Trainers] (a) Part-Time (b) Full-Time (c) Below JCO Rank (d) Above JCO Rank		
11	No. of Supervisory Field Staff		
12	ISO Certification of the firm (Yes/No)		

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

PRICE BID FOR SECURITY SERVICES IN

**INDIRA GANDHI DELHI TECHNICAL UNIVERSITY FOR WOMEN,
KASHMERE GATE DELHI-110006**

(To be kept in separate sealed envelop)

1. Name of the Company or Firm:- _____

2. Price quotation of agency overhead and service charges in %.....

Signature of the Authorized Person

Name

Designation

Company/firm Seal

Date:

Note:-

1. The bidders are advised to quote rates in % which shall be able to meet all such expenses towards wage disbursement, administrative charges, maintenance of dress/uniform etc.

2. The quoted service charges shall be final and no revision shall be allowed during this period on any grounds such as inflation, wages etc.

3. Service tax at applicable rate shall be payable by the university.

NOTE

1. The Security Guard will be considered under the un-skilled category and Gun men/Security supervisor will be considered under skilled category . Contractor shall provide uniformed and trained personnel and use its best endeavor to provide Security services to the University 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 manpower deployed shall be allowed one day weekly off and another person shall be deputed in his/her place from the relievers.
3. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
4. The contract is for two years from the date of signing of contract and can be extended for such period as mutually agreed upon under same terms & conditions.
5. The number of manpower required shown above is indicative and the actual quantity may vary.
6. The bidders may quote the rates in Indian Rupees.
7. 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.
8. The Security Agency should also made arrangements for DFMD and hand held glass scanner for cars at both the entry gate to insure security in the Kashmere Gate premises along with the provision of HHMD so that every entrant is examined at the door step of the Kashmere Gate Campus.
9. The responsibility of DFMD and HHMD for installation and maintenance will be of security agency and no extra payment shall be made by the University.
10. The Security agency should ensure that the entire detective instrument will be operational and repaired immediately on receipt of complaint regarding non functionality of DFMD, HHMD and bag scanner.
11. The Security Agency should also make provision of installation of bag scanner at the ISBT Gate at later stage.
12. The firm/agency should provide the walkie Talkie in sufficient number to the security personnel for better management.
13. The firm/agency should provide the sufficient number of umbrella's (Minimum Ten numbers) to the security personnel.
14. The firm/agency should provide the sufficient number of torches, lathies, umbrella etc. to the guards.

Signature of the Authorised
Person

Name

Designation

Company/firm Seal

Date:

FORM OF AGREEMENT

THIS AGREEMENT is made on the ___ day of _____ (Month) _____ (Year) between the Lt. Governor, NCT of Delhi through Administrative Officer, IGDTUW, GNCT Delhi, Kashmere Gate Delhi (hereinafter called "the University" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND _____ (Name and address of the contractor) through Shri _____, authorized representative (hereinafter called "the Contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Security services to the _____ (Name of the University)

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 Contract conditions and service level of the contract hereinafter referred to as bid documents.
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. General/Special conditions of contract and service level;
 - c. Notice inviting Tender;
 - d. Financial Bid;
 - e. Scope of service;
 - f. Addendums, if any; and
 - g. Any other documents forming part of the contract.
3. This Agreement is for a normal contract period of 2 years unless terminated earlier as per the contract conditions. This is extendable also for an additional period upto one year maximum and each time extension shall not be for more than six months.
4. The Contractor agrees that in course of providing the requisite services, it will deploy adequate number of Security personnel at each security point where security personnel are required as per the bid documents and they shall be the employees of the Contractor for the purpose of this Agreement and not of the University.
5. In consideration of the payments to be made by the University to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the University to execute and provide the security services w.e.f _____ as per the provisions of this Agreement and the bid documents. The Contractor also agrees that it will ensure that no security breach takes place in the premises.
6. The University hereby covenants to pay the Contractor in consideration of the execution and completion of the services as per this Agreement tender document at the rate of Rs. _____ (Rupees (in words) per month. The service tax shall be paid over and above the aforementioned amount which the Contractor shall regularly pay to the Service Tax University.
7. The contractor shall also timely disburse through electronic transfer mode to the employees the wages which should be compliant to the prevailing minimum wages and shall mandatorily include EPF, ESI, Bonus etc as admissible. In case, violation of the prevailing rules/laws in such matters occurs, it shall be the complete responsibility of the Contractor & the Contractor indemnifies the University from any loss or damage that may occur.

IN WITNESS WHERE OF: the parties hereto have signed the Agreement on the day and the year written above.

For and on behalf of the
Lt. Governor, NCT of Delhi

For and on behalf of the Contractor

Authorized Signatory

Authorized Signatory

(Name: _____)
(Designation _____)

(Name: _____)
(Designation: _____)

Seal of Contractor

Seal of University

1. Witness _____

(From the University side)

Name _____

Address _____

Telephone No: _____

2. Witness _____

(From the Contractor side)

Name _____

Address _____

Telephone No: _____

(Note:-The University should ensure that the person signing the agreement on behalf of contractor should be either proprietor himself or one of the authorized partners or one of Directors in case of bidding company)

UNDERTAKING
(ON A STAMP PAPER of Rs.100/-)

To

(Designation of officer issuing NIT)

Name of the Bidding firm/Agency_____

Name of the tender_____ Due date:_____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in bid 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 to abide by the said terms and conditions.
3. I/We agree to abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, Bonus, Gratuity, Leave, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide minimum 10% of the Security Guards who will be female.
5. I/We do hereby undertake to provide required services to the University. Our Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs._____Lakhs (Rupees in words_____). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.
6. In case of non-compliance of any of the terms and conditions laid down in the bid document & agreement, the University may take necessary action against us as deemed fit under the provision of law.

Signature_____ (Name
of the Authorized person)

Name and Address of the Bidding Firm_____
Telephone No._____ Date

Seal of the Bidding Firm

FORM OF BANK GUARANTEE FOR BID SECURITY

(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we.....(Name and address of Bank), having our registered office at.....(hereinafter called "the Bank") are bound unto.....(Name of the Department) (hereinafter called "the Department") in sum of Rs.....for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS.....(Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated for providing Security Services (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs..... (Amount in figures and words) as Performance Security against the Bidder's offer as aforesaid.

AND WHEREAS.....(Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained. WE further agree as follows:-

1. That the Department may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Department and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till :-
 - a. The Bidder, in case the bid is accepted by the Department, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.
 - b. Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.
4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his bid; or
- (iii) If the Bidder having been notified of the acceptance of his bid by the Department during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in para of the NIT.
- (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- (v) If the contract is terminated for the reason that the agency is blacklisted in Government of NCT of Delhi or in any other State Governments/Union Government.

We undertake to pay to the Department up to the above amount upon receipt of his first written demand, without the Department having to substantiate his demand provided that in his demand the Department will note that the amount claimed (i), (ii), (iii) (a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness

Name of Witness

Address of Witness

Signature of Authorized Official of the Bank

Name of Official

Designation

ID No.

(Stamp/Seal of Bank)

FORM OF BANK GUARANTEE FOR PERFORMANCE 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(Name of the Department) (hereinafter called the "Department") of the other part.
2. WHEREAS.....(Name of the Department) 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 Employer a Performance Security for a total amount of Rs.....(Amount in figures and words).
4. NOW WE the Undersigned.....(Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of.....(Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. ___ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department 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 Department 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 Department 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.....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 Department 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 Department 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 Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions "the Department", "the Bank" and "the Contractor" herein before 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.

In the presence of
 Witness-1.
 Signature _____
 Name _____
 Address _____

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

Witness-2.
 Signature _____
 Name _____

