

कालिन्दी महाविद्यालय

(दिल्ली विश्वविद्यालय)
पूर्वी पटेल नगर , नई दिल्ली 110008-
☎ : 011-25787604 ; Fax No.: 011-25782505
E-mail : kalindisampark@gmail.com
Website : www.kalindi.du.ac.in



KALINDI COLLEGE

(University of Delhi)
East Patel Nagar, New Delhi-110008
☎ : 011-25787604 ; Fax No.: 011-25782505
E-mail : kalindisampark@gmail.com
Website : www.kalindi.du.ac.in

NAAC ACCREDITED 'A' GRADE COLLEGE

Notice Inviting Tender (E-procure mode)

NIT No. :-K C / e - p r o c u r e / 2 0 2 1 / 0 0 1

**NAME OF WORK : PROVIDING SECURITY SERVICES,
HOUSE KEEPING, MALIS AND MTS (skilled and unskilled labour)**

AT

KALINDI COLLEGE

(University of Delhi)

East Patel Nagar, New Delhi-110008

Tel No. : 011-25787604

Email:

kalindisampark@kalindi.du.ac.in

Website www.kalindi.du.ac.in

<https://eprocure.gov.in/eprocure/app>

**Prof. Naina Hasija
Actg. Principal**



INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

E-Procurement Date & time	07.09.2021 @ 2:00 p.m
Cost of Tender (Non-refundable)	Rs. 500/-
Earnest money Deposit (EMD)	Rs. 20,000/-
Bid submission start Date & time	17.09.2021 @ 10:00 a.m.
Last date & time of receiving of online bids	29.09.2021, upto 5:00 p.m.
Technical Bid Opening and time	01.10.2021 @ 11:30 a.m.
Financial Bid Opening and time	To be intimated later.

The signed and scanned copy of the following documents are to be uploaded on CPP portal by the Contractor in "**Technical bid**".

S.No.	Title
1.	Company Registration in India under relevant Act such as Companies Act, Partnership Act & any other etc
2.	Registration under Employee Provident Fund and Miscellaneous Provisions Act, 1952.
3.	Registration under Employees State Insurance Act., 1984
4.	Registration under the Private Security Agencies Regulation Act, 2005
5.	**Two DDs of EMD of and Tender fee respectively
6.	GST certificate, PAN No., License Certificate under the Contract Labour (Registration & Abolition) Act, 1970 etc.
7.	Number of employees on roll in the last financial year i.e. 2020-21 (certificate to be issued by the Company Secretary in a non-judicial stamp paper)
8.	Stamped tender acceptance letter as per Annexure-I
9.	Proof of annual turn over (scanned copy of balance sheet)
10.	Proof of non-blacklisting by any of the Govt. Departments, Public sector undertakings and/or by Central Vigilance Commission and banks /financial institutes during the last three years.
11.	Work Execution certificate for last three years.
12.	Annual Audit report for the last three financial years.

Note: An undertaking duly attested by notary on a non-judicial stamp paper of Rs. 100/- regarding their non-blacklisting by any of the Govt. Departments, Public sector undertakings and/or by Central Vigilance Commission and banks /financial institutes during the last three years. **Scanned copy of the documents have to be uploaded.**

1. Bidder should have at least 3 years satisfactory experience of providing Security service in reputed training or educational institutes/ PSUs/ Central/state government establishments. (Please enclose

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proof).

2. List of clients with Satisfactory Performance certificate issued.

PRICE BID

(a) Price bid undertaking

(b) Schedule of price bid in the form of BOQ_XXXX .xls

The tender shall be rejected in the absence of any of the above documents.

**All documents as per tender requirement shall be uploaded online through CPP Portal Website: <https://eprocure.gov.in/eprocure/app> and no documents except original demand draft towards EMD, hard copy of non-judicial stamp paper, Tender Cost will be accepted offline upto bid opening date and time.



THE GENERAL INSTRUCTIONS ARE AS UNDER:-

1. Tender documents for reference can be downloaded from website "www.kalindi.du.ac.in" and "www.du.ac.in" and bids must be submitted online on portal "<https://eprocure.gov.in/eprocure/app>". **Physical submission of bids shall not be accepted.**
2. **Instructions for bidders for submission of e-bids are available in Tender documents, however all the bidders are advised to read updated instructions on portal "<https://eprocure.gov.in/eprocure/app>" before submission of e-bids.**
3. The rates quoted should not be less than the statutory wages as notified by the Delhi State Government and should include the mandatory statutory payment like allowances, contributions to ESI, EPF & Delhi Labour Welfare Cess. The other provisions like Bonus, Workman's Compensation, HRA, Gratuity (as applicable), Leave, Uniform Allowance etc. will be the liabilities of the Security Agency. (Quoting less, violation of minimum wages act, GOVT OF NCT, DELHI guidelines, Contract labour act, Govt. of India, Ministry of labour and Employment Order and other statutory provisions shall be liable for disqualification and such tenders shall be rejected summarily without assigning any reasons).
4. Payment of salary and arrears etc. to the staff hired by the agency to perform the duties at Kalindi College shall be done by the agency through RTGS/Account Payee cheque by giving details of contribution/deduction regarding ESI, EPF etc.
5. Earnest Money Deposit of **Rs. 20,000/-** is to be deposited through Demand Draft from any Nationalized Bank in favour of Principal, Kalindi College, payable at New Delhi, Bidders are required to submit the details of EMD payment at the time of Bid Preparation.
Micro and Small enterprises (MSEs) Units registered with NSIC under their Single Point Registration Scheme for the goods/services at NSIC are exempted from furnishing the Bid Security deposit/EMD/Tender fee.
6. The successful tenderer shall **have to deposit Rs.25,000/- as security deposit (Performance Guarantee)** in the form of Bank Draft from a Nationalized Bank in favour of Principal, Kalindi College within **15 days** after the offer letter is received by the successful bidder/Agency, otherwise the award letter will be treated as cancelled. The amount of security deposit is refundable after expiry of the contract and **no interest shall be payable on it**. This may be adjusted in case of any dues/damages/penalty are reported during the tenure of contract period. Amount of EMD already deposited by successful tenderer may be adjusted against Security deposit.
7. The Kalindi College shall deduct TDS for income tax, surcharges and Education or other charges, if any at source under section 194-C of the income tax Act. 1961 from the contractor at the prevalent rates of such sum as income tax on the income comprised their as per instructions issued by Govt. of India from time to time.
8. The taxes will be levied as per provision of Govt. of India Tax Rule.
9. The bidders should have the minimum turnover of Rs. 30 lakhs (Receipt from Manpower Supply)



each in the last 3 financial years i.e. (2018-19, 2019-20 and 2020-21). Proof of turnover duly certified by the Chartered Accountant shall be submitted.

10. The bidders should also have an experience of 3 Years in the similar field of providing security services in the Government Departments/Semi Government Departments/Reputed Private Institutions (depute minimum 10 persons) for the last 3 financial years i.e. (2018-19, 2019-20 and 2020-21). Relevant proof for supporting (like copy of MOU, work/job order etc.) shall be submitted.
11. The bidders should submit Audit Report duly certified by Chartered Accountant for the last three years and Certified copy of Income Tax Return (ITR) for the last three financial year i.e. (2018-19, 2019-20 and 2020-21).
12. In case there are more than one L1 tenders, following criteria will be taken into account for considering L1:-
 - a) Turnover for the last three financial year i.e. 2018-19, 2019-20 and 2020-21 Work Experience interms of numbers of employees on roll in the year 2020-21.
The first condition (a) will be considered first, and the second condition (b) will be taken into account only if no decision can be reached based on the first condition for whatever reasons.
 - b) The bidders shall at its own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to College and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act, Workman's Compensation Act, 1923, payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965. The Minimum Wages Act, 1948, Employment of children Act, 1938 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the College indemnified from all acts of omission, fault, breaches and/or any demand; loss; injury and expense arising out from the non- compliance of the aforesaid statutory provision.
13. Term and conditions given in **Annexure-II** as agreement will govern the entire House Keeping & security Services and other operations, which the successful tender shall have to abide by during the period of contract.
14. The Kalindi College reserves the right to prepare a panel for lowest three bids for House Keeping & Security Services made out of the tenders submitted and in case the agency selected fails to do the job successfully or leaves the job in middle of the contract period, or decline to accept the award due to some reason the next agency will be offered the job. However, the validity of the panel will be for the period of the award of contract to the first panelist and in case the second in the panel is offered the job the time-span for this will be the remaining period of the first awardee of the contract. In case the successful bidder decline to accept the award or to provide the House Keeping & Security Services, the EMD made by him shall be forfeited and may also be black listed.
15. Tender once submitted, it would be presumed to have understood and accepted all the terms and conditions given in Annexure I & II. No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the tender.

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16. The contractor shall not engage any sub-contractor or transfer the contract to any other person or agency in any manner.
17. Tenders not conforming to these requirements shall be rejected outright and no Correspondence thereof be entertained what so ever.
18. **Performance Evaluation: -**
 - a. The quality assurance of the House Keeping & Security Services would be ensured regularly (daily, weekly, fortnightly or monthly depending upon the discretion of the Principal, Kalindi College on the basis of the periodical reports furnished by the officials assigned for this task by the College).
 - b. The Contractor and all his staff deployed for security work will work under the supervision of the officials assigned for this task by Kalindi College.
19. **The Principal of the Kalindi College reserves the right to accept or reject any bid irrespective of its being lowest by taking into account the interest of the College which will be paramount and in this regard the decision of the Principal Kalindi College shall be final and binding on the all bidders.**
20. The selected party (House Keeping and Security Services Agency) shall have to provide the proof of deposit of ESIC, EPF to the individual account of the staff deployed each month and also to submit copy of annual return giving complete list with all the details of individual EPF contribution with their EPF number.
21. Contract will be valid initially for a period of **One Year**, which may be extended for further period/s as per discretion of the Principal Kalindi College.
22. **Successful tenderer shall execute the agreement as per Annexure-II for providing security services at Kalindi College, on legal stamp paper of Rs. 100 /- within 05 days after award of work.**



Proforma for Financial Bid-Security

Name of the Building with address	Kalindi College, East Patel Nagar, New Delhi-110008
Area	8.25 Acres
No. of days during the month for which service is required	24 X 7
No. of employees required in the college	Security Guard - 6 Male and 1 Female Mali- 2 Supervisor- 1, Housekeeping-8, Electrician- 1 MTS- 2
Details	Amount (in rupees) per staff
Minimum wage per security as per Notification from office of the labour commission of Govt. of NCT, Delhi	
EPF charges @ 13.00% on basic wage	
ESI charges @ 3.25% on basic wage	
Service tax, if applicable as per rule	
Service charges inclusive of uniform/bonus etc. @ per staff.	
Total Monthly Charges	

Note: If a firm quote '0' (ZERO) Service charges, the bid shall be treated as unresponsive and will not be considered, as per the Department of Expenditure, Ministry of Finance's (i) OM No. 29(1)/2014-PPD dated 28.01.2014. However, if the firm quotes Administrative Charges @ 1% or less, which correlates to an unrealistic consideration, will also be treated as non-responsive and will not be considered. The bidders shall quote the Administrative Charges in percentage upto two decimal more than 1%. Service charge must be calculated on (Basic Wage Rate+ESI+EPF+Relieving Charges).

2. The number of House Keeping & Security guards may be increased/decreased as per requirements.

3. GST @ 18% must be charged on (Basic wage rate+ESI+EPF +Administrative Charges+Relieving charges).

The above mentioned Financial Proposal/Commercial bid format is provided as BoQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with Kalindi College.

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Instructions for Online Bid Submission

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

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obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

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



their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact college at indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.



Annexure-I

(Letter to the college on the vendor's/agency's letterhead)

The Principal,
Kalindi College,
East Patel Nagar,
New Delhi-110008

Subject : Acceptance of Terms & Conditions mentioned in Tender Documents of "Tender for House Keeping & Security Services" vide NIT No. K C / e - p r o c u r e / 2 0 2 1 / 0 0 1.

Dear Madam,

With reference to the above tender, having examined and understood the instructions, terms and conditions forming part of the tender, we hereby submitting our bids for the provision of House Keeping and Security services in the Kalindi College as detailed in your above referred tender.

We undertake that we have never been black listed by any Government Department/Semi Government Department and any other agency.

We confirm that our offer is in conformity with the terms and conditions as mentioned in your tender documents and if at any stage it is found that our tender is not as per the terms and conditions mentioned my tender may be cancelled. We also understand that the College is not bound to accept the offer either in part or in full and that the College has a right to reject the offer in full or in part without assigning any reasons whatsoever.

We further confirm that all the statements made and information supplied in the enclosed Annexures and additional data furnished herewith are true and correct. We understand that the Kalindi College is not bound to accept the lowest bid or any bid received by the College. We do hereby declare that there is no criminal legal suit pending or contemplated against us. We also hereby undertake that the Administrative Charges quoted in BOQ is more than 1% upto two decimal after considering all statutory obligations and security equipment.

We enclose the requisite Tender fee of Rs. **500/-** in the form of A/c Payee Demand Draft in favour of "Principal, Kalindi College", drawn on Bank _____, DD No. _____, Dated _____.

We also enclose the requisite Earnest Money Deposit of Rs. **20,000/-** in the form of A/c Payee Demand Draft in favour of "Principal, Kalindi College", drawn on Bank _____, DD No. _____, Dated _____.

Yours faithfully,

Authorized Signatory
Name and Designation, seal of the firm)

This letter must be submitted in the college office alongwith tender fee and EMD before lastdate and time of bid submission.

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PRICE BID UNDERTAKING

From: (Full name and address of the Bidder)

To,

**The Principal
Kalindi College,
University of Delhi**

Dear Sir/Madam,

I submit the Price Bid for **Tender for House Keeping and Security Services** and related activities as envisaged in the Bid document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.

3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable charges by whatever name called.

Yours Faithfully,

Signature of authorized
representative with Office Seal

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ANNEXURE-II

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

AGREEMENT

This agreement made this day of _month year between Kalindi College, (University of Delhi), East Patel Nagar, New Delhi-110008 represented by Principal. (Herein after referred to as the first Party which expression shall, unless is repugnant to text include its successors and assigns) and M/s

_____ having its registered office at _____ (herein after referred to as Contractor (2nd Party), which expression shall where the context so requires include their legal heirs, successors and his legal assigns, executors or Administration) here in after referred as contractor. WHEREAS the Contractor is engaged in providing House Keeping & Security Services through its own properly trained personnel and WHEREAS the Kalindi College is desirous of availing the services. NOW WHERE AS the Ist Party and the contractor had negotiations in this behalf through open tender bid. NOW, it is hereby agreed between the Ist Party and the Contractor (2nd Party) to provide House Keeping & Security Services on the Following terms and conditions mentioned below:

1. Contractor shall during the continuance of this agreement provide House Keeping and Security Services with supply of manpower i.e. House Keeping Staff and Security Guards as per the requirement of the Ist Party from time to time. The requirement of the Kalindi College for numbers of persons may vary according to needs of the college, which shall be intimated by the Kalindi College from time to time to the contractor by the concerned officer of the college.
2. Contractor shall immediately supply to the Kalindi College movement order Bio-Data with photographs of all the House Keeping & Security Guards & other workers posted within a period of 15 days from the effective operation of this agreement and also submit the photocopy of discharge certificate from their previous department in case of ex -serviceman and civilians who will be posted as Security Guards.
3. Contractor will provide E.S.I and E.P.F facility to its entire staff posted in Kalindi College i.e. House Keeping Staff and Security Guards on behalf of the college under this agreement.
4. The Contractor shall submit the documentary proof (Photocopies) in support of his claim that he has deposited the ESI, EPF in respect of House Keeping & Security Guards and other staff deployed in the college for previous months with an undertaking. These documents will be verified and certified by the college staff assigned for this purpose from the original documents. If the contractor fails to do so, his bill for the next month will not be processed for payment. Contractor will also certify that proper wages have been paid to the guards. The wages have to be paid by RTGS/Account payee cheque, giving details of deductions of ESI & EPF to each

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☎ : 011-25787604 ; Fax No.: 011-25782505
E-mail : kalindisampark.du@gmail.com
Website : www.kalindi.du.ac.in



KALINDI COLLEGE

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individual as a pay slip.

5. The House Keeping Staff, Security Guard and Supervisor shall be properly dressed and will wear full uniform while on duty and remain alert during the duty hours. The contractor will provide the said uniform and other security aids like lathies, whistle, torches etc.
6. The security personnel shall always be in uniform and have proper photo identity card issued by agency while on duty.
7. He/ She shall his attendance in the register designated for the purpose, clearly mentioning of his time of arrival and departure.
8. The staff should be physically and medically fit and well versed with local language.
9. The College will not provide any medical facility and residential accommodation to House Keeping Staff, Security Guards and Supervisor of the contractor.
10. Contractor and its House Keeping Staff, Security Guards and Supervisor engaged shall be responsible for cleanliness and security of the College like property (movable or immovable) and materials of the College on the premises of their deployment as well as security of boundaries, buildings, parks and official vehicles in the parking area, fitting and fixtures, stores and equipment's, office records (including question papers and answer books) etc. In discharging these responsibilities, the risk management of the Security Personnel is the responsibility of the Contractor.
11. Contractor and its House Keeping and Security Guards and other persons engaged by contractor shall take all necessary action as may be directed by the College, to prevent theft, pilferage, burglary loss or damage of any of the property (movable or immovable) within the premises of the Kalindi College and its allied offices.
12. Losses caused to the college due to negligence on the part of the security guard will be recovered from agency/contractor.
13. During the period of leave/holiday of any of the security guard, the service provider shall deploy another security guard with prior intimation to the college.
14. Security personnel will keep all the keys of entire building in their safe custody and central key room. They will issue the key to authorized person under a procedure after maintaining proper records in the register.
15. The House Keeping Staff and Security personnel and other staff will not indulge in any criminal activities, mal-practices or undesirable activities etc. In such cases, they will be dealt with under the provision of law and Contractor will be fully responsible for their conduct.
16. Contractor shall continue to be responsible for House Keeping Staff and Security guards, and any other person employed by him in respect of the terms and conditions of their services, payments,

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attendance, medical care, disciplinary matter etc. who shall remain fully under the administrative, financial control and supervision of the Contractor except that the college shall be the sole arbitrator in respect of nature of the duties to be entrusted to and the manner of performance of their duties for the purpose of this agreement.

17. The House Keeping Staff and Security Guards, and other personnel shall be at no time, be treated as the employees of the Kalindi College and also shall have no claim to be regularized in the services of the College. But the agency will not change the House Keeping Staff and Security Guards and Supervisor without prior permission of the concerned officer/Principal of the College.
18. Contractor shall have to change over or replace House Keeping and Security staff as and when required by the College whether or not such House Keeping Staff and Security guards or other person deployed found guilty of any misconduct. It shall not be necessary for the College to assign any reason to the Contractor of the House Keeping Staff and Security guards and concerned or any other person in respect of any such change and replacement required by the concerned officer of the College.
19. In consideration of the obligations undertaken by the contractor under this agreement, the College shall pay contractors charges on the basis of the number of such House Keeping staff and Security guards actually deployed by Contractor for the effective operation of this agreement on the rates quoted by the contractor in their Tender based on the guidelines issued by the local Govt. (i.e. GOVT OF NCT, DELHI) and contractor shall pay the persons engaged by him under this **Contract as per the guidelines issued by Ministry of Labor, NCT of Delhi.**
20. The rates/charges for House Keeping Staff and Security personnel shall be revised suitably as and when there is an increase in the minimum wages by the NCT of Delhi during the validity of contract effective from date so notified.
21. The contractor shall submit his bill along with documents herein above guidelines as per para 4 of this agreement to the college with in first week of every month which shall be cleared within 10 working days but contractor will distribute the Salary to House Keeping Staff and Security guards by 7th every month, even if there is some delay in processing the bill files at the college level due to any reason.
22. The contractor has to make sure that their House Keeping Staff and Security personnel shall not vacate the place of posting without giving prior information to concerned officer of College as well as supervisor of the contractor. At least one security personnel be present on main gate at all times.
23. No House Keeping Staff and Security personnel hired/employed by the agency will form any links or join any Union or association of Kalindi College employees in any manner.
24. Security agency to furnish the security deposit (Performance Guarantee) in the form of Bank Draft of a Nationalized Bank of **Rs. _____ in favor of Principal Kalindi College** as performance

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guarantee for satisfactory performance of the contract which will be released after expiry of the contract.

25. PENALTIES CLAUSE

- a) In case of any loss/theft of Govt. property, the Security committee will consider the circumstances leading to the loss/theft and if the responsibility is fixed upon the Agency by the Committee, the agency will make good the loss within a specified period or else deduction of the cost will be made from the following month's bill.
- b) For any breach of contract, the Principal or duly constituted Committee, shall be entitled to impose a penalty to the extent of Rs.15,000/- on the 1st occasion upon the Agency in the event of breach, violation or contravention of any of the terms and conditions contained herein brought to the notice of the Committee.
- c) If the lapse is repeated again, the extent of penalty will be doubled on each such occasion. The decision of the said Officer/Committee in this regard shall be final and binding upon the Agency. Some of the instances in which penalty would be imposed, are enumerated below. But these are not exhaustive and penalty may be imposed on any violation breach or contravention of any of the terms and conditions as well as assigned duties for guidelines, some of the examples on which penalties may be imposed are as under:-
 - i) If the personnel are not found in proper uniform and are not displaying Photo Identity Cards.
 - ii) If the personnel found indulging in smoking/drinking/sleeping during duty hours.
 - iii) If the personnel found performing double Duty within 24 hours without prior approval.
 - iv) Penalty will also be imposed for misbehavior of personnel found discourtesy of security personnel.
 - v) If any House Keeping and Security Guard found performing duty after submitting a fake name and address.
 - vi) If any personnel is found on duty other than those mentioned in the approved list supplied by the agency to the Institute authorities.
 - vii) House Keeping Staff and Security Guards indulging in unlawful activities.

26. The House Keeping Staff and Security personnel deployed by the contractor shall perform their duties under the supervision of the Supervisor and college officials deputed for this purpose.

27. The number of duty hours for House Keeping Staff and Security Guard should be as per the provisions in the labour laws and in no case shall exceed 8 hours (four hrs. extra duty on the discretion of the College official with the permission of the Principal in the time of emergency). The observance of all the labour laws will be sole responsibility of the contractor in relation to the staff hired/employed by him.

28. In case of any dispute arising out of this agreement the same shall be resolved initially by Mutual discussion between the parties with in a period of 90 days failing which only courts at Delhi will have the jurisdiction to adjudicate upon the matter.

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29. In consideration of the obligations undertaken by the contractor under this agreement, the Kalindi College shall pay contractors charges on the basis of the number of House Keeping Staff, Supervisor and Security guards actually deployed by contractor for the effective operation of this agreement, on the rates quoted by the contractor in their tender and accepted by the Kalindi College based on the guidelines issued by the local Govt (NCT of Delhi).
30. This agreement will be valid for a period of **One Year** From _____ to _____ which may be extended as per discretion of the Committee/Principal Kalindi College subject to satisfactory performance report and also by mutual consent, the agreement can also be terminated by either side upon giving one month's notice in advance in writing.
31. In the event of failure of House Keeping and security services on the part of the Contractor, the agreement shall be terminated without giving any notice whatsoever, Kalindi College shall not be responsible for any payment thereafter.
32. **Duties and responsibilities:** The bidders will responsible for all duties assigned by the administration department of the college under supervision of Principal.
33. **Number of persons/staff (Unskilled or Semi-Skilled) :** The Principal of the college have power to increase or decrease number of unskilled or Semi-skilled persons as per requirement of the College on the same terms and conditions of contract. Other terms & conditions shall be mutually decided with the successful bidder at the time of finalization of contract.
34. The decision of the Principal Kalindi College, as to what constitutes failure of House Keeping and Security services shall be final and binding on the contractor and shall not be questioned by him in any manner.

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

Authorized Representative
(House Keeping & Security Agency)

Principal
(Kalindi College)

Witness

Witness

1.

1.

2.

2.