

**Jamia Millia Islamia**  
**(A Central University by an Act of Parliament)**  
**(Accredited in Grade 'A' by NAAC)**  
**Maulana Mohammad Ali Jauhar Marg, New Delhi 110025**  
Phone 011-26981717 website [www.jmi.ac.in](http://www.jmi.ac.in)



**TENDER DOCUMENT FOR**  
**HIRING OF SECURITY SERVICES IN JAMIA MILLIA ISLAMIA**  
**FOR THE YEAR 2017-18**  
**(TENDER NO. 01/SS/ADMN/RO/JMI/2017)**

**Date of receiving of bids** : **04.07.2017 upto 1:00 p.m.**  
**Date of opening of Technical Bids** : **04.07. 2017 at 3:00 p.m.**

**Note:**

The bidders are requested to retain one set of completely filled-in Tender Document for their records.

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**NOTICE INVITING TENDER**  
**TENDER NO. 01/SS/ADMN/RO/JMI/2017**

Sealed tenders are invited under Two-Bid System from duly licensed and registered security firms for "Hiring of Security Services" in Jamia Millia Islamia, New Delhi for the year 2017-2018. Tender duly superscribed as "Tender for Hiring of Security Services in Jamia Millia Islamia for the year 2017-2018" and Tender No.01/SS/ADMN/RO/JMI/2017 with due date for submission of tender; should be addressed to the Registrar, Jamia Millia Islamia, New Delhi-110025.

The detailed Tender Document can be downloaded from Jamia website <http://www.jmi.ac.in>. and submitted in the Purchase and Inventory Control Office, Registrar's Office, Jamia Millia Islamia.

Last date for submission of tenders is 04.07.2017.

**(A.P. Siddiqui), IPS**  
**REGISTRAR**

**Phone: 011-26981717**  
**Website [www.jmi.ac.in](http://www.jmi.ac.in)**

## **1. INSTRUCTIONS TO BIDDERS**

Jamia Millia Islamia is a Central University established by an enactment of the Parliament of India. It imparts education from Nursery to Post Graduate and research level in various disciplines. It is spread over an area of about 200 acres and have a number of campuses separated from each other by public roads etc. which is located in Jamia Nagar, New Delhi-110025 and it consists of various administrative, academic, hostels and other buildings :-

### **Administrative & Academic Buildings:**

1. Administrative Block consists of VC Office, PVC Office, Registrar's Office, Finance & Accounts Office and Mir Taqi Mir Building.
2. Faculty of Engineering & Technology Campus.
3. Faculty of Humanities & Languages Campus and Old SRK Complex.
4. Faculty of Law Campus, ATWS, India Arab Culture Centre, Centre for Management Studies, Faculty of Architecture and Ekistics Campus including Workshop Building.
5. Faculty of Social Sciences, Natural Sciences, Polytechnic Complex (North Campus).
6. M.A.K. Nawab Pataudi Sports Complex, Gymnasium.
7. Dr. Z.H. Library New Building & Old Building
8. Centres of Learning.
9. Proctor's Office.
10. Faculty of Dentistry Campus & Ansari Health Centre
11. Hall of Residence (Boys).
12. Hall of Residence (Girls)
13. Schools Campus.
14. Faculty of Fine Arts, Building & Construction Department
15. Faculty of Education Campus including old Law Faculty, ASCDOL.
16. Noam Chomsky Complex.
17. Auditorium & Convocation Ground Campus.
18. Residential Buildings:
  - (i) Vice Chancellor's Lodge.
  - (ii) Registrar's Residence
  - (iii) Residential Houses/Flats of Type A, B, C, D, E & Scholars' Residences
  - (iv) Hostels for Boys & Girls
  - (v) Nehru Guest House ; (vi) Maulana Azad House

*\*The above list is only illustrative. The Agency shall be responsible for the security of the entire Campus which includes all the movable and immovable assets of JMI, open lands as also the buildings under construction, and also that of its employees/invitees and guests inclusive of machines & equipments installations, fixtures, labs, vehicles etc. and other establishments maintained by the JMI.*

*For further clarificatory details, the tenderer may contact the Advisor Security, Security Centre, JMI.*

## **2. SUBMISSION OF TENDERS**

Sealed tenders are invited from duly licensed and registered security firms for “**Hiring of Security Services**” in Jamia Millia Islamia, New Delhi for the year 2017-2018. Tender duly superscribed as “**Tender for Hiring of Security Services in Jamia Millia Islamia for the year 2017-2018**” and **Tender No.01/SS/ADMN/RO/JMI/2017** with due date for submission of tender; should be addressed to the Registrar, Jamia Millia Islamia, New Delhi-110025 as per following schedule:

The Tender document with other terms & conditions can be downloaded from JMI Website: [www.jmi.ac.in](http://www.jmi.ac.in) and submitted with requisite fee and notified EMD in the Purchase and Inventory Control Office, Registrar’s Office as follows:

Name of the work	Cost of Tender Document (non-refundable)	Earnest Money Deposit (EMD)	Last date, time & Venue for submission of tender	Date, Time & Place for opening of bids	Duration of the Contract
	<b>(Indian Rupees)</b>				
<b>HIRING OF SECURITY SERVICES IN JAMIA MILLIA ISLAMIA FOR THE YEAR 2017-18</b>	<b>Rs.1000/- (In the shape of DD/Pay Order in favour of Registrar, Jamia Millia Islamia)</b>	<b>Rs.2.50 lakhs (Rupees Two Lakhs Fifty Thousand only)</b>	<b>04.07.2017 by 01:00 p.m. in Purchase and Inventory Control Office, Registrar’s Office, Jamia Millia Islamia</b>	<b>04.07.2017 at 03.00 p.m. Committee Room, Registrar’s Office, Jamia Millia Islamia</b>	<b>One Year</b>

## **3. Eligibility Criteria:**

- 3.1 All security agencies who are providing similar kind of services for at least last three consecutive years and having annual average turnover of Rs. Five Crores during the last three financial years in the books of accounts.
- 3.2 The bidder should have the experience of completion of similar works in any of the Institutions/Autonomous bodies/Universities/Public Sector undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local bodies/Municipalities.
- 3.3 The bidder should have three similar completed works costing not less than Rs One crore each or two similar completed works costing not less than the amount equal to Rs.1.25 crores each or one similar completed work costing not less than the amount equal to Rs. 2.00 crores.
- 3.4 The bidder should have a license under PSARA (Private Security Agencies Regulation Act 2005 and Delhi Private Security agencies Rules 2009.
- 3.5 The bidder should have EPF, ESIC and Service Tax registration numbers.

- 3.6 The bidder should have registration with the contract labour (Regulation & Abolition) Act, 1970.
- 3.7 The bidder should be registered under the Shops & Establishment Act of Delhi Administration.
- 3.8 If ISO certified, please enclose documentary proof.
- 3.9 The bidder should not be debarred or blacklisted by any Govt. Dept. /Organization.
- 3.10 There should NOT be any legal or other impediment(s) which should prevent the bidder from discharging the said services.

#### **4. QUALIFICATION OF THE BIDDERS:-**

- 4.1 The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.
- 4.2 (a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.  
(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;  
(c ) Details of the intended participation by each member shall be furnished with complete details of the proposed division on responsibilities and corporate relationships among the individual members.
- 4.3. The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
- 4.4. Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act. Bidder will also submit audited profit & loss Account, Balance sheet of last three financial years i.e. 2013-14, 2014-15 and 2015-16.
- 4.5 Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
- 4.6 Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any sub amount. If the Jamia Millia Islamia (JMI) subsequently finds to the contrary,

the JMI reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

- 4.7 Canvassing or offer of an advantage or any other inducement by any person with a view to influence acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

## **5. DURATION OF CONTRACT:-**

5.1 The contract may be valid initially for one year and the Jamia Millia Islamia reserves the right to curtail or to extend the validity of contract on the same rates and terms conditions for such period as may be agreed to, but not beyond further one year.

### **Visit to Jamia Millia Islamia:-**

5.2 The bidder is required to provide securities services to Jamia Millia Islamia and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Jamia Millia Islamia and is aware of the operational conditions prior to the submission of the tender documents.

## **6. ONE BID PER BIDDER:-**

Each bidder shall submit only one tender 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 are liable to be rejected.

## **7. COST OF BID:-**

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

## **8. BID PRICES:-**

- 8.1 Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Security Services at Jamia Millia Islamia. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory obligations like Minimum Wages, ESI, PF contributions, Bonus, leave reserve, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.

8.2 The rates and prices quoted by the Bidder shall be inclusive of Service Tax.

8.3 The offers of those perspective bidders which do not meet the statutory requirements are liable to be rejected.

## **9. FORM OF BID:-**

9.1 The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

### **Submission of Bids:**

9.2.1 The bidder shall submit the **Technical Bid** in a separate sealed cover and the **Financial Bid** in another sealed cover duly superscribed and all these two sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed.

9.2.2 The sealed cover of Technical Bid should consist of the following documents:-

- (a) Bid Security (Earnest Money Deposit) for an amount of Rs. 2.50 lakhs (Rupees Two Lakhs Fifty Thousand) in the form of an Account Payee DD in favour of The Registrar, Jamia Millia Islamia payable at New Delhi.
- (b) Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
- (c) Self attested copy of PAN No. card under Income Tax Act; (d) Self attested copy of Service Tax Registration Number.
- (e) Self attested copy of Valid Registration No. of the Agency/Firm;
- (f) Self attested copy of valid Provident Fund Registration Number; (g) Self attested copy of valid ESI Registration Number,
- (h) Self attested copy of valid Licence and Number under Contract Labour Act and under any other Acts/Rules;
- (i) Proof of valid DGR sponsorship or proof of being run by Ex-serviceman/ex-Para-Military personnel;
- (j) Proof of Average Annual turnover as stated in Clause 3.1 supported by audited Balance Sheet and P&L Account of last 3 Financial years i.e. FY 2013-14, 2014-15 and 2015-16.



- (k) Proof of experience as stated in Clause 3.2 and 3.3 supported by documents from the concerned organizations; and
- (l) Duly filled and signed **Annexure-III, IV, VII and VIII.**

9.2.3 The sealed cover of Financial Bid should contain Annexure-IV i.e. Price bid in original in a separate envelope duly filled in figures and words.

9.2.4 All the sealed envelopes shall be addressed to the Registrar, Jamia Millia Islamia and may be submitted in the Administration Branch, Registrar's Office, JMI.

9.2.5 The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.

#### **LATE AND DELAYED TENDERS:-**

9.3.1. Bids must be submitted in the Administration Branch as mentioned above not later than the date and time stipulated. The Registrar may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Jamia Millia Islamia and the Bidder will be the same.

9.3.2. Any bid received by the Office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

#### **10. BID OPENING AND EVALUATION:-**

10.1.1. The authorized Committee will open the Pre-qualification/Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.

10.1.2. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

10.1.3. Conditional bids will also be summarily rejected.

10.1.4. Subsequently, the selected technical bids will be evaluated as per the methodology given in the **Annexure-V** of the Tender document.

10.1.5. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

## **RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:-**

- 10.2.1. The Jamia Millia Islamia, 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.
- 10.2.2. The Jamia Millia Islamia, may terminate the contract if it is found that the contractor is blacklisted on previous occasions by any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.
- 10.2.3. The Jamia Millia Islamia, may terminate the contract in the event of successful bidder fails to furnish the Performance Security or fails to execute the agreement.

## **11. AWARD OF CONTRACT:-**

- 11.1.1. The Registrar, Jamia Milia Islamia will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- 11.1.2. The Registrar, Jamia Milia Islamia, will communicate the successful bidder 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 which JMI will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- 11.1.3. The successful bidder will be required to execute an Agreement in the form specified in **Annexure- X** within a period of 30 days from the date of issue of Letter of Offer.
- 11.1.4. The successful bidder shall be required to furnish a **Performance Security** within 15 days of receipt of 'Letter of Offer' for an amount of **Rs.12.50 lakhs (Rupees Twelve Lakhs Fifty Thousand) (Ten per cent of the total value of the contract)** in the form of an Account Payee DD or Bank Guarantee from a commercial bank in an acceptable form (**Annexure-IX**) in favour of The Registrar, Jamia Millia Islamia. 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 contract accordingly.
- 11.1.5. Failure of the successful bidder to comply with the requirements of above clause shall constitute sufficient ground or the annulment of the award and forfeiture of Bid Security.

## **12. TERMS AND CONDITIONS:-**

1. The tenderer will have to deposit an Earnest Money of Rs. 2.50 lakhs (Rupees Two Lakhs Fifty Thousand Only) towards security in the form of Bank Draft in favour of Registrar, Jamia Millia Islamia payable at New Delhi, along with tender, failing which the tender will be out rightly rejected. Cheques will not be accepted.
2. The Earnest Money of the tenderers whose tender are not accepted, will be refunded after a month of opening of the tender.
3. The Earnest Money of the successful tenderer will be refunded after the Bank guarantee is furnished. The successful tenderer will have to furnish the Performance Bank Guarantee (PBG) of Rs.12.50 lakhs (Rupees Twelve Lakhs Fifty Thousand only) (Equivalent to 10% of Contract value) before taking over the contract. PBG should be valid through out during the contract period.
4. The successful tenderer, if fails to furnish the bank guarantee within two weeks from the date of issue of award offer, the Earnest Money will be forfeited and his tender will be rejected. He will be black listed for taking up any contract job in Jamia Millia Islamia.
5. The successful tenderer shall have to sign a Contract Agreement with the JMI immediately following the award of the tender.
6. Initially the Agency selected, will remain on a probation period of three months. Depending upon performance, further extension of nine months can be granted. Thereafter, the same shall be renewable upto a maximum period of one year subject to its satisfactory service, at the absolute discretion of the JMI.
7. The bidder should have experience for providing services of security staff in Govt. Depts/PSUs/Autonomous Institutions/Universities/Concerns of high repute.
8. It is expected that the successful Tenderer shall obtain a valid labour license from the office of the Labour Commissioner for the workmen. (as per requirement of law).
9. The bidders may submit their duly sealed Tender by Registered post or by hand at the address specified in the Notice Inviting bids not later than the time and date specified therein. In the event of the specified date for the submission of tender being declared a holiday for the JMI or a national holiday, the tender will be received up to the appointed time on the next working day.
10. The tenders received after the deadline for submission of bids prescribed by the JMI shall be rejected, and such tenders shall be marked as “belated” and shall NOT be considered for further evaluation.
11. Jamia Millia Islamia shall not be responsible for any delay, loss or non-receipt of tender documents sent by post.

12. The Tenderer should take care that the rates quoted are written clearly (both in figures and in words). All corrections should be attested under full signature of the Tenderer/Authorised Signatory. Corrections where necessary should be made scoring the wrong words/figures by drawing a line across them and attesting these with the full authorised signature of the bidder/contractor. These shall not be erased or overwritten.
13. Issuance of tender document should not automatically be construed that the bidder is considered qualified. The JMI Authority has the right to reject any bid on technical grounds without assigning any reason. In such an eventuality, JMI will return the EMD of the participant bidder. However, no interest amount shall be paid.
14. The tenderer submitting tender would be deemed to have considered and accepted all the terms and conditions as incorporated in the Tender Document.
15. The successful tenderer shall provide Security Guards/Supervisors on payment of a consolidated amount on monthly basis through a bank ECS, which should not be less than the prevalent rates of Minimum Wages as notified by the appropriate Government from time to time. After a notification in the hike of minimum wages by the concerned Government, the successful tenderer will write to Registrar/Advisor Security for the implementation of minimum wages to the security staff on duty. After issuance of necessary orders by JMI, successful bidder will raise the bill for the next month with the enhanced rates alongwith a copy of Government notification. All other obligations as per the existing laws will be borne by the concerned Security Agency without any liabilities to the JMI.
16. The payment of the contract shall be made on monthly basis. The payment will be released every successive months for which tenderer will have to forward the bill in duplicate duly pre-receipted to the JMI by 5<sup>th</sup> of the month for arranging the payment. The challan will have to be produced by the contractor by 7<sup>th</sup> of the following month.
17. The contractor shall be responsible for opening of bank account of each employee to nearby bank on their own cost in order to transfer the salaries of employee directly to their account of JMI. The contractor shall maintain all the records and authorized representative of JMI shall be entitled to inspect all such records at any time.
18. The successful tenderer/contractor shall have to provide staff as per the agreement made with the JMI. The same shall be monitored by the JMI and if the strength is found less, the proportionate recovery will be made.
19. The JMI will recover T.D.S. from monthly payment made to the tenderer, as per rules.
20. All rates should be inclusive of the prevailing taxes/payments payable in accordance with the law of the land.

21. Computation of wages/rates shall be on the basis of per individual/hand in each category as given out in the Financial Bid. However, due consideration shall be given to the overall consolidated wages and fulfillment of eligibility and their conditions while selecting the successful bidder.
22. The Contractor will ensure that each & every employee is covered under the provision of ESIC Act 1948 and EPF Act 1952 and the scheme ceased there under. The Contractor will have to retain the existing manpower throughout the pendency of the contract, as per the list of the existing manpower attached with our enquiry.
23. The contractor shall be liable to deduct the employees' contribution of EPF and ESIC and deposit the same along with his part of the contribution of EPF and ESIC to the respective authorities within the statutory periods and shall provide a copy of the deposit challan under his signature to the institute. The service provider shall regularly maintain proper record in this regard, which can be inspected by the appropriate authority of the institute at any time.
24. The Contractor while submitting the salary bill for a particular month to the institute will be required to submit a hard copy of monthly deduction on account of EPF, ESIC and Service Tax Challans of the preceding months.
25. The JMI shall not be responsible for the payment of the wages/compensation to the staff/employees engaged by the Tenderer.
26. The contract can be terminated by giving three months notice from either side.
27. The JMI shall not be responsible for any compensation, which may be required to be paid to the worker(s) of the agency consequent upon any injury/mishap.
28. A list of the employees/personnel, engaged by the Agency/Contractor, shall be provided to the JMI at the time of taking over the assigned services and subsequently in the first week of each quarter i.e. January, April, July and October.
29. The antecedents of each security staff deployed shall be got verified by the Contractor from local police authority and an undertaking in this regard to be submitted to the Jamia Millia Islamia Administration/Security Advisor and JMI Administration/Security Advisor shall ensure that the Contractor complies with the provisions.
30. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
31. The security staff shall not accept any gratitude or reward in any shape.
32. The contractor shall have his own Establishment/set up/mechanism/Training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Police for training purpose at his own cost to

ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

33. The JMI administration/Security Advisor shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the JMI administration/Security Advisor.
34. The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs.500/- each occasion and habitual offenders in this regard shall be removed from the Jamia Millia Islamia. The penalty on this account shall be deducted from the Contractor's bills.
35. (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the Jamia Millia Islamia and the same shall be deducted from the contractor's bills.
- (b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 35 (a) shall be levied.
- (c) In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, a penalty of Rs.1000/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the system of Jamia Millia Islamia immediately.
- (d) In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Jamia Millia Islamia reserves the right to impose the penalty as detailed below:-
- i) 20% of cost of order/agreement per week, up to four weeks delays.
  - ii) After four weeks delay JMI reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s) registered with DGR and then from open market or with other agencies if DGR registered agencies are not in a position to provide such Contractor(s). The difference if any will be recovered from the defaulter contractor and also shall be black listed for a period of 4 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.
36. In case of unsatisfactory performance or serious shortcomings in service 10% deductions from the monthly bill to be effected initially. In case of subsequent default/shortcoming the penalty shall be enhanced to 15% to be deducted from monthly bills.

37. The agency shall at its own cost provide uniform to its personnel along with necessary equipment/tools for discharging services and speedy execution of their tasks.
38. The Tenderer/Contractor will issue Identity Cards to their staff in consultation with officer authorized by the JMI, clearly indicating the place of deployment, i.e. 'JAMIA' failing which no entry will be allowed inside the Campus. This will be provided by the Tenderer/contractor at its own cost.
39. The eight hours shift is changeable and shall be fixed by the Jamia Millia Islamia from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall be desisted. No payment shall be made by the Jamia Millia Islamia for double duty, if any. The personnel will have to report to the Jamia Millia Islamia's security office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the Jamia Millia Islamia.
40. The Agency/Contractor shall be responsible to the Registrar and/or to an officer authorised by the JMI for the execution of day to-day work of the Campus.
41. The instructions/orders issued by the JMI from time to time shall also be followed by the Agency/Contractor and his employees.
41. The agency will regularly check all the contract staff and other staff of JMI as indicated by the JMI from time to time as required.
42. Those rendering services, as part of the Tender shall adhere to the norms, policies, rules/regulations and directions of the Jamia Millia Islamia, as framed and issued from time to time.
43. Those rendering services shall as part of the Tender have no claim whatsoever to any employment or preference in employment, regularization, absorption, selection to appointment, continuity in services etc. with the Jamia Millia Islamia.
44. For all purposes and intents (practical or otherwise) those rendering services as part of the Tender shall be agents/ employees/workmen /servants of the Tenderer and there shall be No Contractual (or otherwise) Relationship with Jamia Millia Islamia, of any nature whatsoever.
45. The Tenderer has to assure the Jamia Millia Islamia that those rendering services as part of the Tender have been explained and read out the true meaning and import of the terms and conditions of the tender applied for and that they have accepted the same.
46. The Tenderer has to assure the Jamia Millia Islamia that those rendering services as part of the Tender and that, their services are perfectly valid, legal and NOT in violation of any civil, criminal, labour, Municipal and/or industrial law.
47. The Tenderer has to assure the Jamia Millia Islamia that in case of any violation of any

law whatsoever in rendering such services as incorporated in the tender document, the liability (in absolute as also in relative terms) shall be of the Tenderer and that the JMI shall not be in any manner (pecuniary or otherwise) responsible for the same.

48. Those discharging/rendering services in the JMI as part of the Tender shall do so diligently, honestly, fairly, competently.
49. Those required to discharge/render services in the JMI as part of the Tender shall be required to fulfill the criteria of educational/technical qualifications as also experience as incorporated in the Tender Document.
50. The agency shall ensure that the personnel discharging/rendering services have sound health, good character, conduct/behaviour and competency to perform the work for which they are required. The JMI reserves the right to ask the agency for the removal/disengagement from the premises any person considered to be incompetent, disorderly, and cantankerous or for any other reason.
51. The contractor shall have his own establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
52. The JMI reserves the rights to increase or decrease the personnel deployed by the agency as per its need, without assigning any reason. The Agency shall make arrangements for any additional staff as may be required by the JMI.
53. The Agency shall be responsible to provide immediate replacement in place of any personnel, who is not available for duty, for any reason, whatsoever.
54. The Agency shall make its own arrangements for the stay of their staff deployed in the JMI. No residential accommodation will be provided by the JMI.
55. The personnel shall be available at the place of their duties as per roster and shall not leave the place of duty without prior permission of the Controlling Officer or/and any Nodal Officer so appointed.
56. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Jamia Millia Islamia for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Jamia Millia Islamia.
57. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
58. The contractor shall indemnify and hold the Jamia Millia Islamia 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.

59. In the event of any theft/loss being occurred to the JMI on account of negligence of agency/contractor's employees, the agency/contractor shall make good the loss sustained by the Jamia either by the replacement, or on payment of adequate compensation as decided by the JMI.
60. The Security Guards/Supervisors provided by the agency should not entertain staff of JMI/relatives/friends while on duty. No one except the Guards should man the post.
61. The Agency providing security shall be responsible for all security measures and arrangement to safeguard both movable and immovable properties of the JMI. For this purpose, it has to perform both mobile and static duties and managing of entry and exit points.
62. The Agency shall provide the services of trained personnel, who shall observe discipline, decency, decorum and the code of conduct and due mannerism. The personnel engaged should be alert, active and professional in their dealings/approach.
63. The security agency shall provide the services of trained Security Supervisor and Security Guards. The Security Supervisor shall not be below 18 years of age above 55 years of age. The Security Guard shall not be below 18 years of age above 50 years of age. Qualification, experience and training of Supervisor and Security Guard as given out in the **Annexure- VI** and **Annexure- X** must be strictly complied with.
64. The security agency shall ensure provision of highly trained Security Supervisors and security guards with respect to watch and ward duties, protection of materials, prevent and report encroachments of properties/land of JMI entrusted to his charge and traffic control and parking of vehicles inside the JMI's premises.
65. The agency providing security shall regularly check their security guards for alertness, discipline and Code of Conduct as indicated by the JMI. Such inspections/checks should be performed atleast once in day time, at night and record of the same be maintained and be shared with JMI as and when asked for.
66. Security staff other than ex-servicemen shall be minimum 10th pass and training minimum of three months duration for providing security and fire fighting services.
67. The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Only physically fit personnel shall be deployed for duty.
68. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and Delhi Works Contract Act

(wherever applicable).

69. The bidder should be registered with the concerned authorities of batches by Civil Defense and Fire Service Departments for deployed manpower. During this training, contractor shall have to arrange for substitute for the staff undergoing training. (Smaller Departments can tie up with bigger Departments in neighborhood for such trainings.
70. Security staff engaged by the contractor shall not take part in any staff union and association activities.
71. The contracting agency shall not employ any person below the age of 18 yrs. And above the age of 55 yrs in case of Supervisors and 50 years in case of guards. Manpower so engaged shall be trained for providing security services and firefighting services before joining. In addition JMI will also arrange training in batches by Civil Defence and Fire Service JMI for deployed manpower. During this training. Smaller Departments can tie up with bigger Departments in neighbourhood for such trainings.
72. Any notification for modifications in these terms etc. shall be through Corrigenda/Addendum which shall be notified on the JMI website: <http://www.jmi.ac.in>.
73. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof viz. job completion certificate jointly signed by the representative of the Jamia Millia Islamia and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the Jamia Millia Islamia.
74. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Jamia Millia Islamia from the agency.
75. If any underpayment is discovered, the amount shall be duly paid to the agency by the Jamia Millia Islamia.
76. The Vice-Chancellor, JMI shall be the final Authority for settlement of any dispute and his interpretation of any Clause/term/condition(s) of this document shall be final and binding and the jurisdiction for Court of Law shall be Delhi/New Delhi.

**ANNEXURE – I**

**SELF-DECLARATION TO BE GIVEN BY THE BIDDER**

Tender's Reference No. & Date :

Tenderer's Name & Address :

Person to be contacted :

Designation :

Telephone No. :

Fax No. :

Email :

To

**The Registrar**

Jamia Millia Islamia,

Jamia Nagar,

**New Delhi-110025.**

Sir,

We, the undersigned Tenderer, having carefully read and examined in detail the Terms and Conditions, and all bidding document in regard to the hiring of the Security Services at Jamia Millia Islamia and accept the same and also do hereby declare:

1. that we have not been blacklisted/debarred by CBI or any Government Organisation/Department or no any case of blacklisting etc. is pending against the firm at the time of submission of Tender.
2. that the tender submitted by us is properly prepared, sealed and superscribed so as to prevent any subsequent alteration and replacement.
3. that the Jamia Millia Islamia is not bound to accept the lowest or any bid that it may receive.
4. If I/We fail to commence the specified service or fail to furnish the Bank Guarantee within two weeks from the date of issue of award of contract offer, if selected, I/We agree that the JMI, without prejudice to any other right or remedy available to the JMI, be at liberty to forfeit the said earnest money absolutely and reject the tender as per the terms and conditions contained or referred in the Tender Document.

For and on behalf of the firm

(Firm's Name & Address)

(Signature of Authorized

Signatory) Name:

Designation

Phone No.:

E-Mail:

Seal:

Date: .....

Place:.....

**SCOPE OF WORK OF THE CONTRACTOR**

The contractor shall have to provide the security services in the Jamia Millia Islamia University campus which is spread over an area of about 200 acres and have a number of campuses separated from each other by public roads etc. which is located in Jamia Nagar, New Delhi 110025 and it consists of various administrative, academic, sports, auditorium, guest houses, hostels, residential buildings etc. The estimated cost of contract is Rs. 1.25 crores/- (Rupees One Crore Twenty Five lakhs only).

The contractor shall ensure protection of the personnel & property of the Jamia Millia Islamia, prevent trespass in the assigned area, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti- social elements, unauthorized persons and vehicle into the campus of the Jamia Millia Islamia building.

**DUTIES AND RESPONSIBILITY OF SECURITY STAFF:**

01. The Security Supervisor will be responsible for overall security arrangement of the concerned Department covered in the contract.
02. Security Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
03. No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the concerned Department.
04. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
05. The officers and staff of the Department will keep the Identity cards with them to get them checked and allowed entry by the security personnel.
06. Deployment of Guards/Gunmen/Security Supervisors will be as per the instructions of the authorities of the Jamia Millia Islamia and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization. In girls hostel, preferably security duty of female guards may be assigned.
07. Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.
08. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the Jamia Millia Islamia.
09. Security personnel shall also ensure door keeping duties.
10. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the Jamia Millia Islamia.

11. Entry of the street-dogs and stray cattle into the premises is to be prevented. They should be at once driven out.
12. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
13. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
14. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
15. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Jamia Millia Islamia. Guards/Supervisors should be sensitized for their role in such situations.
16. The Security Supervisor/Guards are required to display mature behavior, especially towards female staff and female visitors.
17. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
18. Any other provisions as advised by the Jamia Millia Islamia may be incorporated in the agreement. The same shall also be binding on the contractor.

**ANNEXURE-III****PARTICULARS OF THE AGENCY/FIRM SUBMITTING THE TENDER FOR HIRING  
OF SECURITY SERVICES**

1.	Name of the Firm/Agency	:	
2.	Registered address with Telephone No.	:	
3.	Name and Address of Branch/Branches, if any	:	
4.	Type of Organisation (whether sole proprietorship/partnership/private limited/Cooperative body etc. attached proof)	:	
5.	Name of Proprietor/Partners/ Directors of the Organization/Firm	:	
6.	Name, Designation, Address & Tel. No. of Authorised person of Firm/ Agency to deal with the Jamia Millia Islamia	:	
7.	*Registration No. Under Company's Act)	:	
8.	* PAN No.	:	
9.	*Service Tax No.	:	
10.	*E.S.I.C. No.	:	
11.	*E.P. F. No.	:	
12.	*Registration No. Under Shop & Establishment Act	:	
13.	Experience (List of References wherever worked/ working with documentary proof)	:	Total No. of years_____

14. Tender Fee: Rs.1000/-

DD/JMI Cash Receipt No.....Date.....Issued from.....

:

15. Earnest Money

: (a) Bank Draft No. \_\_\_\_\_

(To be deposited along with Tender

(b) Date \_\_\_\_\_

Document, Bank Draft to be in

: (c) Rs.2.50 lakhs

favour of "*The Registrar, Jamia Millia*

*Islamia*" Payable at New Delhi.:

: (d) Drawn on \_\_\_\_\_

**Note:-\*Attach self-attested copies of Proof and Evidence of depositing Service Tax/E.S.I.C./E.P.F, Registration under Company's Act & Shop & Establishment Act Delhi Administration.**

**Authorized Signature**

**Seal with date**



## Annexure- IV

**Tender No.01/SS/ADMN/RO/JMI/2017**

### **FINANCIAL BID (PRICE BID)**

	Security Guards		Supervisor	
Items	Amount in No.	Amount in Words	Amount in No.	Amount in Words
Minimum wages (26 Days, 8Hrs)				
EPF @ 13.61%				
ESIC @ 4.75%				
<b>Total Wages per Month</b>				
Service Charge				
Service tax (15%)				
Bonus				
<b>Grand Total (wages per Month)</b>				

**Note:-**

1. The **Security Guard** will be considered under the **Semi-skilled category**. Contractor shall provide uniformed and trained personnel and use its best endeavour to provide Security services to the Jamia Millia Islamia for providing safety, monitoring and surveillance. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act, weekly-off replacement charges, cost of uniform of personnel deployed by the contractor, all kinds of taxes, service charges, etc. of the agency. The rate quoted will be for per shift of eight hours per person per day. If the minimum wages is revised by the Government of NCT of Delhi/Government of India, the incremental wages, if applicable, will be provided.
2. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.

3. The contract is for One year.
4. The number of manpower required mentioned in NIT is indicative and the actual quantity may vary.
5. The bidders may quote the rates in Indian Rupees.
6. **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.**

(Signature of Authorized Signatory)

Name:

Designation

Phone No.:

E-Mail:

Seal:

## **ANNEXURE- V**

### **EVALUATION CRITERIA FOR TECHNICAL AND FINANCIAL POINTS**

The firm/agency which fulfills criterion prescribed in the NIT and Terms and Conditions of the contract will be treated as Technically qualified. Check-list for technical bid for security services is at **Annexure-VIII**.

The financial bids of all the technically qualified firms/agencies/bidders will be opened for financial evaluation. The work will be awarded to the L-1 agency. In case, the financial bid of more than one agency is same as L-1, then the work will be awarded to the agency which has more turnover during financial year 2015-16 as per audited annual accounts.

**JAMIA MILLIA ISLAMIA, NEW DELHI****Details of Manpower Required**

<b>Sl. No</b>	<b>Details</b>	<b>Number</b>	<b>Remarks</b>
1	Security Guards	More than 50	Female security guards will be deployed at Girl Hostels preferably.
2.	Supervisor	3	
<b>These numbers are indicative and can be revised anytime as per the requirement of the JMI</b>			

**Age and other conditions****1. SECURITY GUARD**

- Minimum Qualification: 10th class Pass
- Minimum Experience – 1 year Guarding
- Height: 5 feet 6 inches
- Chest Size: 32”(unexpanded) and 34”(expanded)
- Maximum Age: 50 Years

**2. FOR SECURITY SUPERVISORS**

- Minimum Qualification: Graduate, Ex- Servicemen (JCO)
- Minimum Experience for Graduates: 3 years in guarding service
- Minimum Experience for Ex-Servicemen: 6 years in guarding service
- Height: 5 feet 6 inches.
- Chest Size: 32” (unexpanded) and 34” (expanded)
- Maximum Age: 55 Years
- Presentable, soft but firm in handling people & situations.
- Good oral & written Hindi/English communication skills.

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

**UNDERTAKING**

The Registrar  
Jamia Millia Islamia  
Jamia Nagar, New Delhi 110025

Name of the firm/Agency\_\_\_\_\_

Name of the Tender\_\_\_\_\_Due date: \_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, 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 do hereby undertake that complete security of the Jamia Millia Islamia shall be ensured by our Security Agency, as well as any other Point considered by our Agency. Our Security Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs.15.00 lakhs (Rupees Fifteen Lakhs). 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.
5. I/We do hereby undertake that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract.

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

Telephone No.\_\_\_\_\_

**ANNEXURE- VIII**

**JAMIA MILLIA ISLAMIA**

**CHECK-LIST FOR TECHNICAL BID FOR SECURITY SERVICES**

<b>Sl.No.</b>	<b>Documents asked for</b>	<b>Page Number at which document is placed</b>
1.	Bid Security (EMD) of Rs.2.50 lakhs (Rupees Two Lakhs Fifty Thousand) in the form of DD issued by any scheduled commercial bank in favour of The Registrar, Jamia Millia Islamia valid for 45 days beyond the Tender validity period.	
2.	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name, designation, address and office telephone numbers of Directors/Partners also.	
3.	Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred only) as per format prescribed in <b>Annexure-VII</b> ).	
4.	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.	
5.	Self-attested copy of Service Tax Registration No.	
6.	Self-attested copy of valid Registration number of the firm/agency.	

7.	Self-attested copy of valid Provident Fund Registration number.	
8.	Self-attested copy of valid ESI Registration No.	
9.	Proof of experiences of last three financial years as specified in clause 3.2 and 3.3 of the NIT along with satisfactory performance certificates from the concerned employers.	
10.	Annual returns of previous three years supported by audited balance sheet and profit & Loss accounts (clause 3.1 of NIT)	
11.	Any other documents, if required.	

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

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

## **ANNEXURE –IX**

### **FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(Refer Clause 11.1.4 of the NIT)

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

1. THIS DEED of Guarantee made this day of \_\_\_\_\_ between (Name of the Bank) (hereinafter called the “Bank”) of the one part and (Name of the University) (hereinafter called the “Jamia Millia Islamia”) of the other part.
2. WHEREAS \_\_\_\_\_ (Name of the University) has awarded the Contract for Security Services 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.12.50 lakhs (Rupees Twelve Lakhs Fifty Thousand Only).
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 Jamia Millia Islamia the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Jamia Millia Islamia, the mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Jamia Millia Islamia 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 Jamia Millia Islamia 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 Jamia Millia Islamia 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 Jamia Millia Islamia 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 Jamia Millia Islamia in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Jamia Millia Islamia for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions "the University", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_day of \_\_\_\_\_(Month)\_\_\_\_\_(year) being herewith duly authorized.

For and on behalf of the  
\_\_\_\_\_Bank.

Signature of authorized Bank official

Name\_\_\_\_\_

Designation\_\_\_\_\_

I.D. No.\_\_\_\_\_

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named  
\_\_\_\_\_ in the presence of:

**Witness-1.**

Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

**Witness-2.**

Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

## **ANNEXURE -X**

### **AGREEMENT**

This deed of Agreement is executed on .....,2017 at New Delhi.

#### *BETWEEN*

JAMIA MILLIA ISLAMIA (a Central University) created by an enactment of Parliament of India) Jamia Nagar, New Delhi – 110025, acting through its Registrar referenced to hereinafter as Party of the First Part.

#### *AND*

....., who is its authorized signatory referred to hereinafter as Party of the Second Part.

The expression “Party of the First Part” and “Party of the Second Part” shall, however, mean and include their successors, heirs, assignees etc.

WHEREAS Jamia Millia Islamia, Party of the First, is desirous of securing and ensuring security of its campus on contract basis and engagement of effective services and thus requires the services of a security Agency to safeguard both movable and immovable assets including open lands & building under construction of the University & that of its employees/invitees and guest inclusive of machines & equipments, labs, vehicles etc. and other establishments maintained by the University as also keep vigilance against any pilferages/losses/thefts etc. and against fire hazards, affray, organize access control for men and material by Party of Second Part. On purely contractual basis. The essence of the Agreement is a contract for services as laid, Consented and agreed herein.

AND WHEREAS the Party of the Second Part who is engaged in the business of Providing effective security services etc. has accepted the said offer to Jamia Millia Islamia for providing proper and effective security arrangements to safeguard the premises and property of the Party of the First Part during the entirety of the period of this Agreement.

NOW THEREFORE IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERE TO AS FOLLOWS:

1. This Agreement shall come into force with effect from the \_\_\_\_\_ 2017. and shall remain in force for a probationary period of 3 months, depending upon the satisfactory performance of the Party of the Second Part, a further extension of 9 months can be granted, at the absolute discretion of the University. However, It can be terminated anytime by given one month’s notice in writing in advance by the Party of the First Part and three month notice by the Party of Second Part.

Providing that the Contract will automatically cease to exist on the expiry of one year. However, the same may be renewed or extended for further one more year by the

Party of the First Part in its sole discretion with the express prior written approval of the Vice-Chancellor of the Party of the First Part subject to the diligent and satisfactory service record of Party of the Second Part.

2. That the following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a). Letter of acceptance of award of contract;
  - b). Terms and Conditions;
  - c). Notice inviting Tender including all annexures
  - d). Addendums, if any; and
  - e). Any other documents forming part of the contract.
3. That the Party of the Second Part shall provide through its own personnel proper security arrangements round the clock for the gates, property, and the entire premises of the complex, or specified Buildings, Offices, all the faculties, Libraries, Auditorium, School Complex, Store and lawns, Hostel, Guest House, Academic and Administration Buildings, Finance & Accounts office and Cash Offices, residential Complex to include Lodges. Residential Houses and Flats of type A,B,C,D & E, Scholar's residence and hostels for boys, girls and working women, grounds, Gymnasium, Shopping Complex etc. As well as other specified buildings and premises of Jamia Millia Islamia (The Party of the First Part) at other locations including open land belonging to the Party of the First and shall be responsible for all security measures and arrangements to safeguard all the movable and immovable properties of the Party of the First Part including all other buildings which are under construction or may be constructed during the currency of the contract.
4. That for the purpose of fulfilling the object of this Agreement for providing security services, the Party of the Second Part shall inter alia, provide the Services of Security Supervisors and Security Guards for Safeguarding the Premises and property of the Party of the First Part who shall perform their duties as required from time to time.
5. That the Party of Second Part shall ensure the due observance of duty rosters and shall be responsible to provide additional personnel to take the place of any Security Guard(s) who is not available or disabled for duty at the said Premises.
6. That the Party of the Second Part will furnish a Bank Guarantee of Rs.12.50 Lakhs (Rupees Twelve Lakhs Fifty Thousand only) to the Party of the First Part before taking over the contract of the Security. The Party of the Second Part, if fails to furnish the Bank Guarantee within 15 days from the date of issue of award offer, the Earnest Money will be forfeited and his contract will be rejected.
7. That the Party of the Second Part shall ensure to provide complete and continuous security measures throughout the 24 hours (24x7) by changing the personnel in rotation or replacement subject to the provision that each person performs duty not more than eight hours daily and in accordance with the laws so prevalent for which

- liability shall be exclusively confined to the Party of the Second Part.
8. That the Party of the Second Part will ensure that the Security Personnel work for six days and observe one –day off/rest per week in accordance with notified Rules and law. In case, the Security Personnel are required to perform duties on National Holidays (26th January, 15<sup>th</sup> August, and 2<sup>nd</sup> October) or beyond normal hours such duties will be compensated exclusively from time to time by the Party of Second Part at rates so notified by law.
  9. That the identity cards issued by the Party of the Second Part to the Security staff deployed for providing security services at the campus of the Party of the First Part, will be counter-signed by the security Advisor/Security Officer-I/or any other officer nominated by Registrar of the Party of the First Part. Only those possessing Identity Card duly counter-signed will be permitted to perform duties within the campus of the Party of the First Part.
  10. That the Party of First Part shall assist the Party of the Second Part by periodically monitoring the security services as also of the Guard(s) on duty and checking whether they are doing their work as per the prescribed instructions, however such actions or monitoring of the security services and of Guard/Guards by them will not relieve the Party of Second Part from any of its obligations under this Agreement.
  11. That the Security Supervisors/Guards and other Personnel whose services are provided by the Party of Second Part in terms of this Agreement shall at all times and for all purposes and intents whatsoever be deemed to be the employees of the Party of Second Part and shall perform their duties under its sole control and supervision.
  12. That the Party of the Second Part while discharging the services as envisaged in this Agreement shall engage persons of good character, conduct, competency and qualifications so as to perform the work for which they are required. The Party of the First Part shall have the right to ask for the removal/disengagement from the premises any person(s) considered by them to be incompetent, disorderly, cantankerous or for any other reason and such person shall not be drafted/engaged without the consent of the Party of First Part.
  13. That the Security Supervisors/Guards stationed in the Premises to provide services of security and other persons shall at all times comply with the directions and instructions which may be given by the Registrar of the Party of the First Part.
  14. That the Party of Second Part shall deploy only such member in security force having such qualification, experience and training as stipulated below.

#### **SUPERVISOR**

- (i) The Supervisor should be Graduate having urban background with three years of Security Training at supervisory level. Good in Hindi and English. He should not be more than 55 years of age.

- (ii) Party of Second Part shall deploy such member in security force who have adequate training and are medically fit and agile to discharge the job assigned. He will also be familiar with the rules and statutory provision relating to the carrying and use of arms. The Party of First Part reserves the right to ask for change of any such member of Party of Second Part who, in the opinion of the Party of First Part is not found up to the mark.

#### **SECURITY GUARD**

- (i) The Security Guard shall not be more than 50 years of age and has done minimum 3 month training in security.
  - (ii) The Party of Second Part shall deploy such member in security force who have adequate training and are medically fit and agile to discharge the job assigned under this agreement. He will also be familiar with the rules and statutory provision relating to the carrying and use of arms. The Party of the First Part reserves the right to ask for charge of any such member of Party of Second Part who in the option of the Party of First Part is not found upto the mark.
  - (iii) The Party of Second Part will ensure that the experienced Security Guards are deployed and to that effect 50% of the Security Guard deployed in the campus of the Party of First Part must have more than 2 years of service with the Party of the Second Part.
15. That the Party of Second Part shall deploy security Guard at requisite places/Post indicated by Party of First Part and it shall be the exclusive responsibility of the Party of Second Part for their payments, wages, salaries, allowances, funds, duties, discipline over all command and control.
16. That the Party of the Second Part and its member will maintain complete secrecy regarding the entire arrangements and will not divulge any information obtained during the course of operation of this agreement. They shall be liable to surrender all records, documents, drawing, maps, Information relating to the Party of the First Part to which member of Party of Second Part may come across or acquire during the continuance of this agreement or otherwise. Party of Second Part will also ensure full secrecy even after the termination of this Agreement.
17. That the Party of the First Part in consideration of providing Security Services has agreed to pay per month a consolidated consideration amount of approx. Rs..... for deploying 100 Security Guards and 03 supervisors to the Party of Second Part. The Party of the Second Part shall be solely, exclusively and alone responsible for timely payments of wages/salary, remuneration, EPF&ESI contributions of the employer share, funds, allowances, relief charges in lieu of weekly off, gratuity, other statutory obligations/liabilities including Service Tax and all other obligatory dues benefits admissible under any law for the time being in force or which

may come in force during currency of the contract, to the security staff deployed rendering security services in the campus of the Party of the First Part. The details of the consideration as mutually agreed upon by both the Parties are as per Appendix attached.

18. That the Party of the Second Part will pay minimum wages, as notified by the Govt. of NCT of Delhi from time to time, to the Security Guards/Supervisors. The Party of the Second Part will submit the revised bill to the Party of the First Part as soon as a notified to this effect of issued by Govt. NCT of Delhi
19. That for effecting the said service of Security in the campus, if it is necessitated to further strengthen the number of personnel in exigencies of the situations. The enhancement shall be based on mutual decision between the Party of the First Part and the Party of Second Part, Similarly, in case of any decrease in strength of Security Personnel, Party of First Part will intimate Party of Second Part will in advance and suitable amount as per the contract shall be reduced from the contracted amount.
20. That the monthly bills relating to aforesaid security services shall be submitted by the Party of the Second Part by 5<sup>th</sup> of each month with copy of chalan of EPF and ESIC contribution of previous month of the Party of the First along with the list of Security Personnel deployed by the Party of Second Part on the campus of the Party of the First Part indication their names, EPF, and ESIC numbers and amount of individual contribution deposited by the Party of the Second Part before the concerned authority with proof including Service Tax. The Party of the Second Part shall complete payments/disburse wages of all its personnel by 10<sup>th</sup> of each month in the presence of the Security Advisor/Security officer or Authorized representative of the Jamia Millia Islamia i.e. Party of First Part.
21. The Party of the First Part shall not be responsible for any compensation, which may be required to be paid to the employee of the Party of the Second Part consequent upon any injury/mishap. It shall be the sole responsibility of Party of the Second Part.
22. The Party of Second Part will recover T.D.S from monthly payment made, as per the rules.
23. In case of unsatisfactory performance or serious shortcomings in service 10% deductions from the monthly bill to be effected initially. In case of subsequent default/shortcoming the penalty shall be enhanced to 15% to be deducted from monthly bills.
24. That the Party of the Second Part shall comply with the provision of applicable and notified labour laws and /or any other acts for which such Security Personnel are subjected to and shall keep the Party of the First Part indemnified from all such acts,

omissions , faults, breaches **and/any claim**, payments, loss, demands, injury and expenses etc. in connection with such Security Personnel deployed for effective discharge of its agreed obligations by in it the campus of to fulfill any of the obligations, the Party of the First shall initiate to withhold the monthly bills of the Party of the Second Part or any amount due to the Party of the Second Part including the Bank Guarantee deposited by the Party of the Second Part with the Party of the First Part.

25. That the Party of the Second Part shall be responsible for complying with all the provisions of the Arms Act and other laws and the rules framed there under for either carrying, displaying and /or use the arms by members of their security force in accordance with the provision of the Act and rules applicable from time to time.

The Party of the First Part will NOT take any statutory liability for carrying or use or display of any firearms by member of Party Second Part as it will be their responsibility to ensure proper compliance of all the statutory obligations of the Act & Rules.

26. The Party of the Second Part shall provide at its own cost all uniform, identity badge, torch, sticks, and other gears to its Security Personnel deployed fro effective discharge of duties and for providing security services on the campus of the Party of the First Part shall be responsible for their proper maintenance. The Party of the Second Part shall also make Special Security arrangements including Provision of Walkie Talkie Sets and other devices at its own cost for convocation ceremony and visits of VIPs and dignitaries to the campus of Party of the First Part.

27. That the Security Personnel employed by the Party of Second Part shall be of good moral character, agile and sound health and **should not be locals living in adjacent areas of the university.**

28. That the Security force provided by the Party of Second in terms of this agreement shall at time and for all purpose be deemed to be the employeesPart of the Second Part .The employees of Party of Second Part will have no claim whatsoever to any employment or reference in employment. regularization, absorption, selection to appointment, continuity in services with Party of First Part.

29. That the Party of the Second Part shall be responsible to the Registrar, Jamia Millia Islamia and /or officer duly authorized by Part of First Part for the execution of day-to-day work inside the campus of Party of First Part.

30. That the Party of the Second Part will ensure that all its members deployed in the premises of the University are duly vetted by the police authorities and appropriate

authorities in so far their character antecedents are concerned. The Party of Second Part shall provide a list of Particulars of all such member in the following format along with three identical size photographs. An updated list of employees employed in the campus will be intimated to the Party of the First Part by Party of the Second Part in the First week of each quarter .i.e. January, April, July, and October.

- (i). Full Name
- (ii). Father's Name
- (iii). Designation – Security Supervisor/Security Guard
- (iv). Educational Qualification
- (v). Details of Training
- (vi). Permanent Address
- (vii). Local Address
- (viii). Number of years of Service with the Agency.

31. Following is partial list of laws which the firm/contractor must abide by in full wherever applicable apart from other laws and rules made under these from time to time by the Govt. that may be/become applicable during the currency of this contact:-

- (i) Payment of wages Act 1936 (ii) Minimum wages Act 1948
- (iii) Employees Provident Fund and Miscellaneous Provision Act, 1952
- (iv) ESIC Act, 1948
- (v) Workmen's Compensation Act, 1923
- (vi) Industrial Disputes Act, 1947
- (vii) Maternity Benefit Act 1961
- (viii) Contract Labour(Regulation Abolition) Act, 1970
- (ix) Employer's Liabilities Act, 1938
- (x) Delhi Labour Welfare Fund as notified by the Delhi Govt. on 13.07.04
- (xi) Payment of bonus as per rule.

32. Payment of bonus shall be made on yearly basis as per law to eligible staff engaged by the Contractor. Payment of bonus to the staff shall be made by the Contractor in the presence of authorized official of the University.

33. That the Party of Second Part shall make their own arrangements of transportation. If required by its member to report for duty or while going off duty.

34. That the Party of the Second Part shall be responsible for any loss/theft/pilferage or damages to the properties of the Party of the First Part caused due to security guard's negligence and/or laxity of security services and will pay /compensate or allow the amount of loss sustained by the Party of the First Part to be deducted from any



amount found due to the Party of the Second Part including its bank guarantee deposit. The responsibility fixed for the loss/damage by joint inquiry committee shall be binding on both Parties.

Provided that the Joint Inquiry Committee will be constituted consisting of 3 member-one representative nominated by the Party of the Second Part and two member including the chairman nominated by Party of the First Part. The committee will be chaired by the Registrar or any person nominated by the Registrar or any person nominated by the Registrar for and on behalf of the Jamia Millia Islamia, New Delhi of the Party of the First Part. The decision of the committee fixing the responsibility and extent of loss damage shall be final and binding on both Parties.

35. That in the event of any dispute, differences arising out of this Agreement whether during the continuance of his Agreement or thereafter relating to interpretation of the Terms and conditions of this Agreement, shall be referred to a sole Arbitrator appointed by the Party of the First Part in consultation with the Party of the Second Part and decision of the Arbitrator shall be final and binding upon the Parties.

IN WITNESS WHERE OF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN PRESENCE OF WITNESSES ON THIS .....,2017 SIGNED AND DELIVERED BY THE REGISTRAR , JAMIA MILLIA ISLAMIA FOR AND ON BEHALF OF THE JAMIA MILLIA ISLAMIA, NEW DELHI.

IN THE PRESENCE OF WITNESSES:

Party of the First Part

Party of the Second Part

Name \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Seal:

Seal:

Signed, sealed and delivered in the presence of:

**Witness-1.**

**Witness- 2.**