



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/4420014 Dated/दिनांक : 02-01-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
 Bid End Date/Time/बिड बंद होने की तारीख/समय	15-01-2024 17:00:00	
Bid Opening Date/Time/बिङ खुलने की तारीख/समय		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Delhi	
Department Name/विभाग का नाम	Training And Technical Education Department Delhi	
Organisation Name/संगठन का नाम	N/a	
Office Name/कार्यालय का नाम	Delhi Skill And Entrepreneurship University	
ltem Category/मद केटेगरी	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard , Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Security Supervisor	
Contract Period/अनुबंध अवधि	2 Year(s) 1 Day(s)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	1000 Lakh (s)	
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)	
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छ्टट/ and Turnover/टर्नओवर के लिए एमएसई को छ्ट प्राप्त है	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छ्टट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छ्र्ट प्राप्त है	Yes	
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Bid Details/बिड विवरण			
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No		
Type of Bid/बिड का प्रकार	Two Packet Bid		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days		
Estimated Bid Value/अनुमानित बिड मूल्य	106249999.15		
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation		

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	Bank Of Baroda
EMD Amount/ईएमडी राशि	3187500

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	7.50
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	26

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शतों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए बिनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Registrar DELHI SKILL AND ENTREPRENEURSHIP UNIVERSITY, DELHI (Registrar)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes

Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer. 3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. 4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year. 5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for eachcontract of providing manpower services to Central/ State Government Departments/ Public SectorUndertakings/ Autonomous Bodies in last N financial years: As per Bid Document

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in eachcontract of providing manpower services to Central/ State Government Departments/ Public SectorUndertakings/ Autonomous Bodies in last N financial years: As per Bid Document

Geographic Presence: Office registration certificate: As per Bid Document

Additional Conditions specific to this bid: As per Bid Document

In case, the buyer wants to retain some of the existing resources then buyer is needed to upload the list of resources along with the quantity of each type or resource to be continued by the successful bidder/service provider under the new contract as per the T&C of new contract concluded on the basis of this bid along with approval of Competent Authority.:<u>1704133437.pdf</u>

Scope Of Work For the Service:<u>1704191714.pdf</u>

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard (162)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile Unarmed Security Guard	
Category of Skills	Semi skilled
Gender	No Preference
Duty Hours in a day	8
Qualification	High School
Ex Servicemen	Optional
Age Limit	Up to 55 years
Years of Experience	3 – 6 years
Additional Requirements for the Security Personnel	NA
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Surender Kumar Sharma	110077,Delhi Skill and Entrepreneurship University, DSEU Dwarka Campus, Sector- 9 Dwarka Delhi-110077	162	 Number of working days in a month : 26 Tenure/ Duration of Employment (in months) : 24 Basic Pay (Minimum daily wage) : 741.5 Provident Fund (INR per day) : 69.23 EDLI (INR per day) : 69.23 EDLI (INR per day) : 2.88 ESI (INR per day) : 24.1 EPF Admin charge (INR per day) : 2.88 Bonus (INR per day) : 2.88 Bonus (INR per day) : 2.88 Bonus (INR per day) : 2.88 Optional Allowance 1 (in Rupees) : 0 Optional Allowance 2 (in Rupees) : 0 Optional Allowance 3 (in Rupees) : 0

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Security Supervisor (4)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Security Supervisor
Category of Skills	Skilled
Gender	Male
Duty Hours in a day	8
Qualification	Secondary School
Ex Servicemen	Optional
Age Limit	Up to 55 years
Years of Experience	6 – 10 years
Additional Requirements for the Security Personnel	NA

Specification	Values
Specification	values

Addon(s)/एडऑन

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Surender Kumar Sharma	110077,Delhi Skill and Entrepreneurship University, DSEU Dwarka Campus, Sector- 9 Dwarka Delhi-110077	4	 Number of working days in a month : 26 Tenure/ Duration of Employment (in months) : 24 Basic Pay (Minimum daily wage) : 815.96 Provident Fund (INR per day) : 69.23 EDLI (INR per day) : 69.23 EDLI (INR per day) : 0 EPF Admin charge (INR per day) : 2.88 Bonus (INR per day) : 2.88 Optional Allowance 1 (in Rupees) : 0 Optional Allowance 2 (in Rupees) : 0 Optional Allowance 3 (in Rupees) : 0

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Provisions for workmen compensation, insurance, public liability, property damage, insurance etc. to be

ensured by the contractor. Also, safety measures prescribed for working in Extra High Voltage & use of personnel protective equipment must be adhered to.

3. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

4. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

5. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

6. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

7. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Breakup of male and female security guards for deployment at various campuses of DSEU will be provided at the time of award of the Contract.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.

- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the <u>General Terms and Conditions/सामान्य</u> नियम और शर्ते, conditons stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश को बिडर हम विविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर का इसका अनुपालन करना होगा और कोई भी गलत समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

DELHI SKILL AND ENTREPRENEURSHIP UNIVERSITY Sector-9, Dwarka, Delhi

Notice Inviting Tender (NIT) for Outsourcing of Security Services for DSEU

Tender are invited through GeM Portal under Two-Bid system from reputed agencies having capacity to provide security services with the suitable and uniformed experienced manpower for the Delhi Skill and Entrepreneurship University, Dwarka and its Campuses in Delhi for a period of two years on outsourcing basis through GEM Portal.

> Registrar Delhi Skill and Entrepreneurship University, Dwarka, Sector-9, Delhi

Outsourcing of Security Services for DSEU

1. Back Ground of the Tender:

1.1.

The present tender is being invited for Security Services under which the contractor shall provide uniformed experienced security personnel and will use its best endeavors to provide Security services to all the premises, buildings, equipment, staff, visitors, materials, as specified in the Scope of Work, in Delhi Skill and Entrepreneurship University (DSEU) and its constituent campuses.

- **1.2.** DSEU operates in a multi-campus mode at various locations in Delhi which can be seen at the website <u>www.dseu.ac.in</u>. These campuses constitute the DSEU, and Security services covered under this bid are required at these locations. The bidder is required to provide Security services to its HQ and its constituent campuses and is advised to visit and acquaint himself with the area and 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 Department and is aware of the operational conditions prior to the submission of the tender documents.
- **1.3.** For the purpose of Security service, the 'DSEU' or 'Delhi Skill and Entrepreneurship University' shall mean Delhi Skill and Entrepreneurship University, Dwarka HQ and it's all campuses spread over the Delhi, including its premises, staff, visitors, materials, buildings, play grounds, open areas, roads inside, parking and any other area within the boundary of Campus.

2. Mode of Bidding Application:

2.1. All bidders who are desirous to apply for this bid/tender shall apply through the GeM Portal in two bid system (Technical Bid and Financial Bid). Bidder must read the bid document carefully and submit all the documents as specified in the Bid document and ATC such as mandatory experience, past experience and turnover etc. Further, any other document that is part of the eligibility criteria shall also be required to be submitted by the bidder along with techno-commercial un-priced bid. Non-submission of any such document shall lead to rejection of the bid and disqualification of the bidder from further process. **2.2.** Power of Attorney / authorizing signatories shall sign on the Bid Documents.

(Only Authorized person of the firm / agency, with name, designation, address and office telephone numbers shall sign or if the bidder is a partnership firm, then the directors/Partners also should sign on the contract with name, designation, address and office telephone numbers.

2.3 <u>Earnest Money Deposit (EMD):</u> Bidders who are not eligible for exemption of EMD should upload the Scan copy of EMD in technical bid for an amount as mentioned in the Bid on GeM and submit the original copy of EMD physically within the period as specified in Bid Documents.

2.4. Documents to be submitted in Technical bid at bidding stage for technical qualification:

- 2.4.1. Annexure-I (Undertaking) on bidder's letter head, duly filled and signed.
- 2.4.2. Annexure-II duly filled and signed.
- 2.4.3. Documents (Mandatory and Selective as per eligibility))as mentioned in Annexure-II.
- 2.4.4. Non-submission of any one of the Mandatory and Selective documents as per the bid, shall be liable for the rejection of the bid.
- 2.4.5. If the bidder applies for exempted categories without submitting concerned valid Exemption certificates from concerned government authority, then the bid shall be liable to be rejected.
- 2.4.6. The bidders are required to upload / submit specific, precise and accurate documents for efficient bidding process and evaluation. It is desired that the <u>bidder</u> <u>should not submit</u> any extra document / modified document / duplicate copies of document.

3. Terms and Conditions of the Contract:

- **3.1.** While accepting the Contract, the awarding agency shall submit an affidavit on non-judicial stamp paper of Rs 100/- for Power of Attorney / authorizing signatories, the details of which as mentioned at the time of bidding.
- **3.2.** Power of Attorney / authorizing signatories of the agency shall sign on the contract on non-judicial stamp paper of Rs 100/-.

(Only Authorized person of the firm / agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, the directors/Partners also

should sign on the contract with name, designation, address and office telephone numbers).

3.3. All the below Terms, Conditions, instructions along with Bid document / Tender document shall form part of the contract document/agreement:

- **3.3.1. Period of Contract**: The tender will be awarded <u>for a period</u> of Two year with extendable provisions for another one/ two years on yearly basis subject to the discretion & approval of DSEU, from the day the selected agency starts providing the Security Service in University Campuses. However, University reserves right to cancel/ terminate the contract at any time during the contract. The extension of contract will depend upon agency's performance and on mutual terms and conditions agreed to.
- **3.3.2.** Agency shall be required sign a contract with DSEU on 100 Rs. Stamp Paper (Cost to be borne by agency) for accepting the work order and the terms and conditions (GTC and ATC) as mentioned in the Bid document / Tender document.
- **3.3.3.** The number of Security Personnel required to be engaged will be 162 Unarmed Security Guards and 04 Security Supervisors. However, the Competent Authority has the right to change the number of guards at his/her discretion at any time and the agency shall be bound to provide the amended number of security guards as per the requirement. Schedule of deployment of Guards shall be finalized after signing of contract. Breakup of male and female security guards for deployment at various campuses of DSEU will be provided at the time of award of the Contract.
- **3.3.4.** All the Bid Documents submitted at the time of bidding shall form the part of Contract including the Tender documents & all terms and conditions, Additional Terms and Conditions.
- The monthly minimum wages shall be in accordance with 3.3.5. the norms notified by Labour Deptt. of GNCTD for semiskilled/ skilled category from time to time. The latest applicable wages been notified vide order have F.No.(142)/02/MW/VII/Part File/5206-5224 dated 23/10/2023. Administrative Charges of agency including GST shall be as per as per OM of Min. of Finance dated 23-06-2023. The ESI, EPF and GST shall be applicable as per government norms.
- 3.3.6. <u>Performance Security Deposit</u>: Agency shall deposit the Performance Security @7.5% of the contract value in the form of Payment online through RTGS / internet banking / e-PBG / FDR/Bank Guarantee

On-line payment shall be in Beneficiary name: Registrar, Delhi Skill and Entrepreneurship University DSEU SD Account Account No. 62300100007604 IFSC Code BARB0VJRAPH (0 = zero) Bank Name: Bank of Baroda Branch address: Ramphal Chowk Branch, Sector - 10 Dwarka, New Delhi.

- **3.3.7.** Service provider providing the security services shall not employ or engage any person unless he or she is a citizen of India or a citizen of such other country as are permitted to be employed in terms of the extant Government rules and regulations in force.
- **3.3.8.** The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer (barring emergencies.
- **3.3.9.** The Changes in the personnel deployed will not be allowed without prior approval/permission of the University.
- **3.3.10.** No enhancement in the agreed rates will be allowed during the contract period except government notified statutory revision if any.

4. Scope of Work and Contract:

4.1. The Agency shall <u>provide following undertakings</u> with regards to Security personnel /Services provided:

- **4.1.1.** Security personnel should be a citizen of India or a citizen of such other country as are permitted to be employed in terms of the extant Government rules and regulations in force.
- **4.1.2.** Security personnel should have completed eighteen years of age and not above 55 years of age.
- **4.1.3.** Security personnel should be medically fit for security service.
- **4.1.4.** Security personnel should have completed prescribed security training.
- **4.1.5.** Security personnel should have fulfilled such physical standards as may be prescribed in the Private Security Agencies (Regulation) Act, 2005 and the rules notified there-under & any other conditions as may be prescribed in relevant rules.
- **4.1.6.** Security personnel should not have been convicted by a competent court or been dismissed or removed on grounds of misconduct or moral turpitude while serving in any of the armed forces of the Union, State Police Organization,

Central or State Governments or in any private security agency.

- **4.1.7.** Due preference to be given to a person who has served as a member in Army, Navy and Air force or other Central Paramilitary Forces, Central Police forces, even for posts which are not specifically indicated as that of ex-service men in the roles and responsibilities.
- **4.1.8.** The agency shall not engage any sub-contractor or transfer the contract to any other person.
- **4.1.9.** Attendance of personnel will be maintained by the Service Provider and copy of the same shall be provided along with the monthly bill to the office of DSEU
- **4.1.10.** The Eight Hours Shift will normally commence from 06:00 hrs to14:00hrs, 14:00 hrs to 22:00 hrs and 22:00 hrs to 06:00 hrs and would be called Morning, Evening and Night Shifts respectively. But the timings of the Shift are changeable and can be fixed by this office from time to time depending upon the requirements.
- **4.1.11.** On any given day, if any of contractor's personnel(s) deployed under the contract is (are) absent or fails to report in time, the contractor must provide a suitable substitute in time, for this purpose the contractor must monitor on a daily basis the sanction of leave to the staff deployed.
- **4.1.12.** The administrative issues like leave, weekly off, discipline etc., of the Security personnel are responsibility of the contractor.
- **4.1.13.** The Agency must comply with all the provisions of labour laws applicable.
- **4.1.14.** The Agency must ensure that all security personnel should be conversant with the layout of the building, its firesafety system /fire-fighting equipment and telephone nos. of nearest Police Station, Fire Station, Hospitals, Estate officer, Head of Office, and should be vigilant and cautious at all times.
- **4.1.15.** The agency shall be responsible for overall security measures and arrangements to safeguard the movable and immovable property and prevention of theft within the premises.
- **4.1.16.** The Agency shall comply with PSARA Act, Contract Labour(R&A) Act, EPF Act provisions, ESI provisions, Payment of Bonus Act etc. (whichever are applicable) and all other statutory payments will be the liabilities of the Security Agency, applicable from time to time.
- **4.1.17.** The agency shall be fully responsible for the performance and fitness of the security personnel provided on duty.
- **4.1.18.** The Security personnel must be in proper neat and tidy uniform. They must be provided with Uniform, name plates,

whistle, torch, *lathi* (5 ft. long) & other gears at all times and the movement of the security guards must be arranged in such a way that no part of the building remain unnoticed/unattended. The security guards should be positioned at strategic places.

- The Agency should display the List of all the Security 4.1.19. personnel along with name of the Agency at each Security post/Hut.
- 4.1.20. The security personnel must properly attend & note in the Register the Visitors/Vehicles and guide after necessary security check, guiding visitors in normal and special occasions, to the concerned officials/occupants, regulating entry & controlling the access of persons/vehicles in to and out of the complex and regulating entry of unwanted visitors/sales man and with maintenance of visitor register with proper checking as per instructions given from time to time by DSEU.
- instructions 4.1.21. The Agency must follow the of the administrative authority of the office.
- Office files/papers/equipment or machinery may be allowed 4.1.22. to be taken out of the building only with proper Gate pass under the signature of competent authority and the entry & exit of the visitors should also be through passes. A register is to be maintained with details of movement of items and list of visitors.
- 4.1.23. The Senior-most Security personnel should submit daily report of compliance & happenings in the premises to the Head of office/authorized officer. In case of occurrence of any untoward incident the same is to be reported immediately by phone to Concerned officer of University and give suggestions for strengthening the overall security.
- 4.1.24. The Security personnel has to ensure to minimization of wastage of electricity, water & other resource by taking periodical rounds of the building.
- 4.1.25. The Agency must ensure overall responsibility to safeguard all DSEU property, assets and to assist in maintaining peaceful office environment.
- The Agency should indemnify up to the satisfaction of the 4.1.26. DSEU against all claims, damages and losses due to theft or compensation under all the statutory laws & rules prevailing there under, arising out of negligence or dereliction of duty of the security guards.
- The Security personnel must ensure that there is no 4.1.27. unidentified/ unclaimed/ suspicious objects/ person in the building/premises.
- The Vehicles that enter into the premises must be identified, 4.1.28. noted in register and parked at designated places and time

of exit to be recorded and it be ensured that no hawkers, marketing persons or vendors are allowed into the campus without permission. Collecting intelligence about anti-social and other subversive elements in the crowd, and also be alert in tackling the mischief-mongers trying to gain entry in the campus.

- **4.1.29.** The Security personnel shall ensure that all the electrical equipment /instruments/light and fans must be switched off at time of closure of the office or part of the office so as ensure the safety and security of the buildings.
- **4.1.30.** The agency shall undertake any other work of similar nature assigned to them by the University from time to time. The security personnel should not leave the point unless and until the reliever comes from shift duties.
- **4.1.31.** Security Agency must organize surprise visits (preferably during night) to check the alertness of the security guards at least twice in a month.
- **4.1.32.** The Agency should provide security for protection of life, Security against theft, pilferage, fire etc for man and material in the premises.
- **4.1.33.** The security personnel have to ensure Patrolling and guarding various common areas and surroundings to ensure adequate safety and security. Preventing entry of stray animals like cow, dogs etc. Round the clock patrolling of sites. Ensuring that boom barriers and access control systems are monitored and are in operational condition.
- **4.1.34.** The security personnel have to ensure Assisting the occupants during emergency evacuation of building. Effective involvement during the crisis management like accidents and bomb threats. Involve in frequent drills for preparation for emergencies. Handling of disaster management in case of emergencies and disasters
- **4.1.35.** The security personnel have to ensure Rescue operation of passengers if stranded in lifts, Help occupants in any accidents or medical emergencies. Handling situation in case of fire.
- **4.1.36.** The security personnel have to ensure Liaison with appropriate agencies in case of disaster and emergencies and keep excellent liaison and contact with all such agencies.
- **4.1.37.** The Agency has to ensure Lodging of Complaints/FIR in case of any crime or violence and assist the police and other security agencies in their investigation in any related matter.
- **4.1.38.** The Agency has to ensure any other responsibility in connection with performance of the roles specified though not specifically covered above shall also be considered as

part of the responsibilities of the security manpower.

4.2. The Agency shall provide the <u>following documents</u> / with regards to the security personnel and work.

- **4.2.1.** Mandatory PSARA License Certificate in Delhi under the PSARA Act, 2005.
- **4.2.2.** Clearance certificate of Police verification of character and antecedents for each security personnel.
- **4.2.3.** All Documents as per bid

5. Payment:

5.1. Process:

- **5.1.1.** The billing cycle will be on Calendar month basis. The agency/contractor shall pay the wages to the manpower by 7th of every month and also deposit the ESI and EPF (both deducted from salary as well as employer's contribution) to the concerned statutory authority in time bound manner by its due date.
- **5.1.2.** The payment of the bill will be made preferably within stipulated time, subject to submission of bill in proper format and with all required documents. In case of non-receipt of required documents, the date of receipt of last document will be considered as the date of receipt of bill.
- **5.1.3.** The Security personnel shall get wages on or before 7th of every month. This payment of wages is not linked to settlement of the Bill by the DSEU. However, endeavor shall be made by DSEU to make the payment to the agency in time.

5.2. <u>Following documents</u> are to be submitted by Contractor /Agency for payment:

- **5.2.1.** Bill for previous month as per attendance & wages paid as applicable (including the Service Charges & statutory taxes quoted by the agency in the financial bid), raised from office registered in Delhi.
- **5.2.2.** List of manpower deployed in the billing month.
- **5.2.3.** Calculation sheet & statement of ESI & EPF in the format for every month
- **5.2.4.** Proof of ESI/EPF/GST and other statutory dues along with bill.
- **5.2.5.** Proof of payment in form Certified Bank Statement (statement should have names of manpower deployed at DSEU & its campuses only).

- **5.2.6.** Attendance details of that month and consolidated attendance as per format.
- **5.2.7.** Electronic challan receipt of ESI and EPF for employer contribution and employee contribution.
- **5.2.8.** Proof of GST deposit.
- **5.2.9.** Certificate to the effect that payment of wages to the concerned staff is as per rules and laws in force, and no Labour Law or any other Law governing the worker(s) deployed has been violated and any dispute or claim arising out of this shall be concerned and responsibility of Contractor.

5.3. Penalty Clause

- **5.3.1.** In case of any loss/theft of property, the Competent Authority of University will consider the circumstances leading to the loss/theft and if the responsibility is fixed upon the Agency by the Competent Authority, the Agency will make good the loss within a specified period or else deduction of the cost will be made from the security bill of the following month.
- **5.3.2.** For any breach of contract, the University shall be entitled to impose a penalty to the extent of Rs. 1000/- 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 University.
- **5.3.3.** If the lapse is repeated again, the extent of penalty will be doubled on each such occasion. The decision of the said officer in this regard shall be final and binding upon the agency.
- **5.3.4.** A Penalty upto Rs. 500/- (Rupees Five hundred only) per instance will be imposed if the Security Guard/supervisor while on duty/is:

-Found indulging in smoking/drinking/sleeping during duty hours and Misbehaves with any person

-Found performing double duty within 24 hours without prior approval.

-Found not in proper Uniform and displaying Photo Identity card.

-Found performing duty, under a fake name and address.

-Leaves the post unguarded (except in circumstance beyond his control)

-Found doing any other act which as per the decision of the Competent Authority constitutes an offence/mis-conduct.

On repetition of any misconduct the Security guard/supervisor will be liable for removal from the duties in the establishment.

- **5.3.5.** The contractor should ensure to maintain adequate number of manpower. In case the available manpower is less when compared to the required, a penalty of Rs.500/- per day will be deducted from the bill.
- **5.3.6.** University reserves the right to direct the contract to replace any Security guard at any time during the contract period and the contractor will be bound to follow the directions in this regard.
- **5.3.7.** In case the Agency fails to execute the work as stipulated in the agreement or does unsatisfactory performance or does not meet the statutory requirements of the contract, the DSEU reserves the right to get this work done from the Open Market and any expenditure incurred on it will be recovered from the agency. Further, this may lead to blacklisting of the agency for a period of two years from participating in such type of tender and Performance Guarantee may also be forfeited.

6. Dispute Settlement:

- **6.1.** It is mutually agreed that all difference and disputes arising out of or in connection with this Agreement shall be settled by mutual discussions and negotiations and if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the Sole Arbitrator to be appointed under the Arbitration and Conciliation Act, 1996 or as amended from time to time, whose decisions shall be final and binding on both the parties. The arbitration proceedings shall be governed by Arbitration and Conciliation Act, 1996 as amended from time to time.
- **6.2.** The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, the contractor shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi only.
- **6.3.** The Courts at Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

ANNEXURE-I

< On Letter Head of Bidder> (Undertaking)

(to be submitted by bidder in Technical Bid)

Affix dulv Attested P.P. Size recent photograph of the prospective bidder.

То The Registrar, Delhi Skill and Entrepreneurship University Dwarka, Sector-9, Delhi Sir. Name of the firm /Agency and registered address:

Bid/Tender ID: Due date:

Sir.

- 1. I/We here by agree to abide by **all the terms and conditions** laid down in the Tender document bearing ID as mentioned above.
- 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 all relevant Acts & Statutory provisions with respect to bidding, Contract fulfillment, payment terms and dispute settlements relevant to this Tender.
- 4. I / We hereby undertake to upload/ submit only requisite & accurate documents taking precaution not to submit any extra/ modified / duplicate copies of documents exercising precision uploading.
- 5. I/ We hereby do declare that Our Firm is not under liquidation, court receivership or similar proceedings and also not bankrupt at the time of applying for the above GeM Bid. Also we have never been blacklisted and / or there were no debarring actions against us as on date due to any reason what-so-ever, by any Government or Government Agencies
- 6. In the event of any such information pertaining to the aforesaid matter found at any point of time either during the course of the contract or at

the bidding stage, our bid/contract will be liable for truncation / cancellation / termination without any notice at the sole discretion of Delhi Skill and Entrepreneurship University.

7. I/We hereby furnish the required information below and undertake the following:

S.N.	Information required	Reply / Undertaken
1.	Bid/Tender ID	
2.	Due date for tender	
3.	Names, address of firm/Agency and Telephone numbers.	
4.	Registration No. at Delhi of the Firm/Agency	
5.	Name, Designation, Address and Telephone No. of Authorized person of Firm/Agency to deal with.	
6.	Please specify as to whether Tenderer is sole proprietor/Partnership firm. Name and Address and Telephone No. of Directors/partners should be specified	
7.	Experience ofrunning Security services (in years)	

Date:

(Signature of the bidder) Name and Address (with seal)

ANNEXURE-II

< On Letter Head of Bidder>

(to be submitted by bidder in Technical Bid)

То The Registrar, Delhi Skill and Entrepreneurship University Dwarka, Sector-9, Delhi

Sir, Name of the firm /Agency and registered address:

Bid/Tender ID: _____ Due date: ____

Sir.

I/We hereby undertake to **submit / upload** in the Technical Bid of the above Tenderthe following Documents (scanned copies, self-attested) as per our reply as "Yes" in this Annexure with document No. and details as follows:

A .	<u>Mandatory</u> Documents for <u>All Bidders</u> :		
S.N	Document type / Information	Document & Certificate No. / Details	Document Submitted; Write (Yes/No)
1.	PSARA License Certificate issued in Delhi.		
2.	Copy of PAN card issued by Income Tax Department.		
3.	Copy of Provident Fund Account Registration Certificate.		
4.	Copy of ESI Registration Certificate.		
5.	Copy of GST Registration Certificate.		
6.	Copy of proof of Local office in Delhi bearing Registration Certificate issued by Delhi Govt.		
7.	Copy of Valid MSME Certificate (for consideration of applicable Exemption criteria) (Note: Traders are excluded from any exemption)		
8.	Valid Start-up Certificate (for consideration of applicable Exemption criteria)		

9.	Valid Make in India (MII) Certificate (for consideration of applicable Exemption criteria)		
10.	Any other valid Certificate (for consideration of applicable Exemption criteria)		
В.	i) Bidders <u>without</u> any valid Exemption Certize below Documents in addition to the mentioned above.		
S.N	Document type / Information	Document No. / Details	Document Submitted; Write (Yes/No)
1.	Scanned Copy & Details of EMD deposited		
2.	Copy of previous three Financial Year's Income Tax Return for 2020-21, 2021-22, 2022-23		
3.	Copy & Details of Annual Turnover certificate from valid Charted Accountant firm for last three financial years for 2020-21, 2021-22, 2022-23		
4.	Copy & details of <u>GEM / Work orders</u> <u>executed/completed with completion certificate</u> <u>from buyers</u> as past experience for similar Services over the last three financial years for 2020-21, 2021-22, 2022-23: - 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.		

Date:

(Signature of the bidder) Name and Address (with seal)