

# MOTILAL NEHRU COLLEGE

(UNIVERSITY OF DELHI, SOUTH CAMPUS)  
BENITO JUAREZ MARG: NEW DELHI-110021

## NOTICE INVITING TENDERS (NIT) FOR SECURITY GUARD SERVICES


Sealed tenders in two bid system (Technical bid & Financial Bid) are invited by the Principal, Motilal Nehru College, (University of Delhi) Benito Juarez Marg, New Delhi 110021 from reputed, experienced Ex- Army servicemen ventures for providing round the clock Security services in the College for the year 2021-22


Tenderers shall furnish proof of satisfactory completion of such work issued by the client along with their full company profile including list of T&P, supervisor and other staff, PAN/TIN/GST No. Technical bid shall be opened first and after evolution and finalization of technical bid, the list of eligible contractors shall be prepared and financial bid of the short-listed contractors shall be opened.

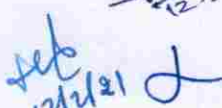
Tender documents can be obtained from the office of Principal Motilal Nehru College: Benito Juarez Mar: New Delhi-110021 (University of Delhi, South Campus) from 15.03.2021 to 22.03.2021 during working hours on payment of Rs.1000/- by DD in favour of "Principal, Motilal Nehru College".

Earnest Money Deposit	Rs.50,000/- (Rupees Fifty Thousand in a separate envelop)
Last date of sale of tender	22.03.2021 up to 1.00 p.m.
Last date of Submission of tender	30.03.2021 up to 3.00 p.m.
Date of Opening of Technical Bid	01.04.2021 at 2.00 p.m.
Date of Finalization of Technical Bid	04.04.2021
Date of Opening of Financial Bid	05.04.2021

Note : Tender Document can also be downloaded from the College website <http://www.mlncdu.ac.in> downloaded tender shall accompany a DD of Rs.1000/- drawn in favour of Principal, Motilal Nehru College, as cost of tender (Non-refundable). Downloaded tender document shall be spiral bound before submission. Loose, Stapled or incomplete bid documents will be rejected without assigning any reason.

  
Principal (Eve)

  
12.3.2021  
Principal (Day)

  
12.3.2021

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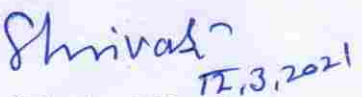
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Principal (Day)



# MOTILAL NEHRU COLLEGE

(UNIVERSITY OF DELHI, SOUTH CAMPUS)  
BENITO JUAREZ MARG : NEW DELHI-110021

Ref. No.....

Dated : 11.01.2021

Sealed tenders are invited for awarding contract for out-sourcing the Security Guard Services in the College.

## CONTENTS OF TENDER DOCUMENT

S. No.	Contents
1.	Notice Inviting Tender
2.	Tender Document
3.	Instruction/Guidelines for Tenderers
4.	Scope of Work
5.	Technical Bid
6.	Financial Bid
7.	General terms and Conditions of Contract Agreement
8.	Specimen for Agreement
9.	Work Experience Certificate to be submitted with Technical Bid
10	Details of the Security staff with EPF Nos. to be Submitted along with the technical bid (Annexure-F)
11.	Undertaking (Annexure-U)



## TENDER DOCUMENT

Sealed tenders are invited by the Principal, Motilal Nehru College, (University of Delhi) Benito Juarez Marg, New Delhi 110021 from reputed, experienced Ex- Army Servicemen venture for providing round the clock Security services in the College. The tentative details of the deployment of the security personnel can be seen as per **Annexure-B1**.

### **Mandatory Requirement**

The security agency should meet the following mandatory requirements:-

1. Certificate of statutory Registration
  - a) Registration under Employee Provident fund and miscellaneous provisions Act.
  - b) Registration under Employee State Insurance Act.
  - c) Registration under the Labour contract (regulation & abolitions) Act.
2. Registration under the Private Security Agencies Regulation Act.
3. Registration under GST/PAN.
4. Registration under the Labour department of the State/Central Govt.
5. An Agency must have 10 years of experience in the field of providing Security Services and its Annual turnover should not be less than 10,00000/- . Documentary evidence should be attached.
6. Antecedents of the agency/tenderer shall be verified by the College and only on the basis of the satisfactory report, the Financial Bid will be opened.
7. Clientele-list with performance certificate from the agencies should be furnished.
8. The agency has to attach an undertaking stating that the agency has carefully read the complete tender document and has agreed to all the terms and conditions, scope of work, agencies & College's obligation, Penalty clause and all other conditions as mentioned in the tender document.
9. The agency should have at least 1000 numbers of Security Guards on its rolls and it should be substantiated by producing their Employee Provident Fund (EPF) numbers and other detail of Security Guards.
10. The Agency must provide the **Savings Bank Account** numbers of all the security guards and security supervisor/s engaged in the College.
11. A declaration has to be given that the Agency/Contractor has not been black-listed by the Central/State Govt. /Autonomous Body/Company in the past.





12. The tenderer must give the job profile of the security agency detailing the following:-

- (i) Infrastructure
- (ii) Technical expertise
- (iii) Trained Manpower
- (iv) The possession of all security-related gadgets, equipment, etc.

### **How to apply:**

Security agencies meeting the above mentioned mandatory requirements should submit Technical as well as Financial Bid together in the separate Performa prescribed for Technical & Financial bid (Tenders submitted with only single bid shall be summarily rejected). A demand draft for Rs. 50,000/- as Earnest Money Deposit (EMD) and Rs. 1000/- as cost of tender fee drawn in favor of Principal, Motilal Nehru College required to be submitted along with technical bid. The Financial Bid of only those agencies who qualify the Technical Bid will be opened on stipulated date and time.

Tenders in the prescribed format duly completed in all respects and supported by relevant documents should be submitted in two separated envelopes duly super scribed as: **“Technical Bid”** & **“Financial Bid”** put together in a sealed single envelopes addressed to: **“Principal, Motilal Nehru College, University of Delhi, Benito Juarez road New Delhi-21”** and should reach on or before 30.03.2021 latest by 03.00 PM. The technical bid will be opened on 01.04.2021 at 2.00 P.M. in the presence of the Tenderers or their Authorized Representatives, if present at that time.

**INSRUCTIONS/GUIDELINES FOR TENDERERS**

1. Each Page of tender document should be numbered and signed by the tenderers with rubber stamp of the affixed on each page.
2. Tenders must be accompanied with Earnest Money deposit (EMD) of a sum of Rs. 100000/- in the form of Demand Draft/pay order from a Nationalized bank and drawn in favour of the "**Principal, Motilal Nehru College**" Payable at **Delhi**.
3. Unsealed condition/telegraphic/fax tenders and tenders without Demand Draft/Pay Order of Earnest Money Deposit (EMD), cost of tender fee and not on the prescribed form shall not be entertained.
4. Rates offered should be mentioned both in figures as well as in words and offer should be typed or legibly hand written. The tenders will be valid for a minimum of 90 days from the date of its opening. In case of any discrepancy between the amount in figures and words, the amount in words will stand.
5. The tenderer will be responsible for timely submission of the tender documents complete in all respects by the stipulated date and time. Late bids shall not be considered.
6. In case the date of receipt or opening of tenders is declared a Govt. holiday then the tender will be opened on the next working day at the same time.
7. All tenderers may contact to **Section Officer/Senior Assistant**, for visiting the site and to acquaint themselves with the proposed area for providing security before the submission of tender.
8. **Motilal Nehru College, DU in public interested reserves right to accept or reject any or all tenders without assigning any reason and also to impose/relax any of the terms and conditions of the tender.**





## SCOPE OF WORK/CONTRACT

The Agency will be required to provide total security and protection of land to buildings, fitting and fixture there in Plant & machineries, equipments installed (including out-door), office records movable and immovable properties from theft, pilferage, trespassing, encroachment etc, of and other properties/land/hostels outside the campus.

- i. Safety of all the belongings inside of the College Campus besides trees, shrubs, electric overhead installations water pipelines, boundary walls etc. and fresh addition/installations from to time during the contract period.
- ii. To maintain security checkups/vigilance to allow the entry of Officers and Staff of the college only after verifying their identity.
  - To permit the entry of visitors only after confirming from the designated Officers of that the entry is for official purpose and to ensure issue of visitors pass by maintaining the necessary records thereof.
  - To permit entry of the official vehicles and staff vehicle after ensuring that authorized parking stickers is pasted on the vehicle. Entry of private vehicles may be allowed against a valid parking token for authorized purpose.
  - To permit entry of private vehicles bringing materials in the college only after confirming from the officers of the college.
  - To issue a temporary pass for the Officers/Staff not having the Identity Cards after necessary approval of the designated officers of the Motilal Nehru College.
- iii. Entry of Officers/Staff during the holidays and before/after Working Hours.
  - Security persons will be responsible to maintain a record of the incoming and outgoing staff cars on working days and on holidays. A register would be maintained for entry of the staff that is coming to office during holidays.
  - Entry would also be made in a register about the details of the official vehicles and their timings of entry/exit during holidays and before and after working hours.
- iv. Issue of Gate passes for stores/materials coming in and going out of the premises building.



- v. The requirement for Security Guard/Supervisors may increase or decrease as per the deployment plan of the college. The security personnel will be deployed on eight hours shift duty on round the clock basis.
- vi. To ensure that no part of the college land is trespassed encroached or squatted upon.
- vii. The College gets a number of distinguished visitors from within India and abroad who are to be treated very carefully/courteously.

S. No.	Place of Work	Security Guards (day)	Security guards (night)
1.	College Campus	Male-3 Female -2	Male-3
2.	College Campus	Male-2	
	Total	Male-5 Female-2	Male-3

Numbers are indicative only

- The No. guards/ locations are subjects to change as per requirement of the college.
- Out of the total deployed persons, 2 shall be females.





## TECHNICAL BID

### Tender for providing Security Services at Motilal Nehru College, University of Delhi, New Delhi

1	Name of the Organization/Firm, location of Office with completed address with Telephone/Fax Nos. and E-mail address.	
2	The tenderer must give the job profile of the security agency detailing the following: (i) Infrastructure (ii) Technical expertise (iii) Trained Manpower (iv) The possession of all security related gadgets, equipments etc.	
3	Details of job contract executed and clientele list. Work Experience certificate on Annexure-E from clients is to be enclosed.	
4	Financial resources, assets in terms of firms property (fixed and moveable) held.	
5	Service Tax Registration (attach copy)	
6	Registration number with Private Security Agency Regulation Act, 2005 (Attach a registration copy).	
7	Registration with the Labour Department of the State/Central Govt. (Attach a copy of the registration certificate)	
8	Registration with EPF authorities (Attach a copy)	
9	Registration under ESI Act (Attach a copy).	
10	Has the firm attached an undertaking stating that the agency has carefully read the complete tender document and has agreed to all the Terms and conditions, scope of work, Agencys obligation, Penalty clause and all other conditions as mentioned in the tender document? ( <b>Annexure-U</b> )	
11	Has the tenderer signed on all the pages of the tender document? (Attach the signed copy of the tender document)	
12	Details of the DD/BC of cost of tender document of Rs. 1000/-	
13	Details of EMD of Rs 50000/- in the form of Demand Draft/Bankers Cheque from a Nationalized Bank.	
14	Annual Turnover in security sector for the last three years. (Attach a copy of latest audited Balance Sheets) i.e. 2013-14,2014-15,2015-16	
15	PAN/TIN/TAN of the firm (Attach Copies)	
16	The Agency should have atleast 30 numbers of Security guard on its roll and it should be evidenced by producing Employee Provident Fund (EPF) Nos and other details of the Security Personnnel on prescribed <b>Annexure-F</b> .	



17	The agency shall provide the Saving Bank Account number of the Security Guards/Supervisors on their roll.	
18	Declaration that agency has not been black listed by the Central/State Govt./Autonomous body/Company during the last three years.	

- **Antecedents of the agency/tenderer shall be verified by the Committee of the and only on the basis of the satisfactory report of this Committee, the Financial Bid will be opened.**

Place:

Date:



Signature of Tenderer



## FINANCIAL BID

S.No.	Particulars	Rate for 8 Hours Duty		Rate for 12 Hours Duty		Rate for 8 Hours/12 Hours Supervisor
		Civilian	Ex-Serviceman	Civilian	Ex-Serviceman	Civilian
1	Minimum wages per month as prescribed by the Labour Department, GNCTD under the Minimum Wages Act, 1948.					
2	ESI Contribution					
3	EPF Contribution					
4	Bonus					
	Sub Total					
5	Relieving Charges					
6	Service/Administrative Charges (viz all training visit must by supervisor, Uniforms) 3-1 of minimum wages.					
7	GST applicable					
8	Grant Total					

Note:

1. Necessary recoveries will be made towards income tax and all other Government levies/Taxes as applicable from time to time and wherever required the same shall be charged to the agency.
2. Requirement of Supervisor will be optional and can be dropped at any time.

Date: \_\_\_\_\_



SIGNATURE OF THE TENDERER

## GENERAL TERMS AND CONDITIONS OF THE CONTRACT AGREEMENT

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Agency for the service mentioned above shall be the employees of the Agency for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Agency and in no case, a relationship between the said person and the University shall accrue/arise implicitly or explicitly.  
All tenderers are advised to contact Care taker, who is the Coordination Official, for visiting the site and inspect the duty points and also acquaint themselves with the proposed work to be carried out before submission of their tenders.
2. Any tender which is not in conformity as laid down will be summarily rejected.
3. Security Guards: should have one year of working experience of security sector and well-trained about security duties.
4. The Security Guards should have good health and no communicable diseases. The physical heights of the Security Guards shall not be less than 5.6 feet in case of males and 5.2 feet for females.
5. Security Guards provided by the Agency should also be trained in Civil Defence/fire-fighting.
6. No accommodation or departmental transport will be provided by the College for the Agencies staff.
7. The agency will be responsible for entire administration of their security personnel.
8. The security guards shall always wear uniform as provided by the Agency while on duty compulsorily.
9. The Care taker of the College or authorized persons of the college shall be at liberty to carry out surprise check of the efficiency of services provided by the agency.
10. The agency will ensure that the monthly wages to be paid to Security personnel by 10<sup>th</sup> of every month irrespective of their submission of bills to the College and payment thereof.
11. Enhancement in Administrative/Service charges, on any ground will not be entertained during the tenure of the contract.
12. The Security Guards/Supervisors engaged by the Agency shall strictly follow the discipline/security rules of the College.





13. In case any of the security personnel does not perform duties properly or indulges in any unlawful activities, riot, or disorderly conduct, the Agency shall withdraw such security personnel from the campus within 24 hours and provide replacement.
14. In case of theft cases, Security Guards shall report the matter to the Supervisor of the Company/Agency and he will inform the Care taker/Principal/Administrative Officer in writing immediately.
15. The Agency shall furnish Bank Guarantee to an extent of 10% of total value of annual contract in favour of Principal, Motilal Nehru College, (University of Delhi) Benito Juarez Road, New Delhi 110021 from a Nationalized/Scheduled Bank.
16. Details of Ex-servicemen will be provided (from their past service) and age limit in case of ex-servicemen up to 50 years.



## ● AGREEMENT FOR ROUND THE CLOCK SECURITY SERVICES

This AGREEMENT made on this day of \_\_\_\_\_  
Between the Motilal Nehru College,  
(University of Delhi), Benito Juarez Road, New Delhi-110021 (hereinafter referred  
to as college) the ONE PART.

And M/s \_\_\_\_\_ at \_\_\_\_\_

(Herein after referred to as Agency) the OTHER PART.

WHEREAS the is desirous of signing a contract for the security services at college Campus and whereas the Agency has offered to provide the security arrangement on the terms and conditions herein after stated in the tender document.

WHEREAS Agency has represented that he is a registered Agency under The Private Security Agencies (Regulation) Act, 2005 and also under the Contract Labour (Regulation and Abolition Act.), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations/and/or formalities which are required to be fulfilled under the said Act or any amendment there to for the purpose of entering into and/or execution of this contract shall be carried out by the Agency at its own expenses, etc. and the Agency shall report the compliance thereof to the College.

The Agency shall be liable for any violation of the provision of the said Act or any other Acts.

WHEREAS College has agreed to award the contract of providing security services for watch and ward of the land/buildings and properties handed over the agency for the purpose.

### **B. MODALITES OF CONTRACT**

1. This contract is of the nature of service contract for a specified period and not labour contract.
2. The responsibility of the Agency and schedule of fulfillment there of shall be as per General Terms & Conditions of the Contract Agreement.
3. Monitoring of the implementation of the terms and conditions and the work assigned shall be done by the Motilal Nehru College, New Delhi-110021 through its designated officer/officers/committee and deductions.





## 6. AGENCY'S OBLIGATIONS

1. That the Agency shall provide security and keep watch and ward of the land and properties as detailed in Annexure-B1 and on any other property, as may be required by the college.
2. That for performing security duties, the Agency shall deploy persons round the clock in eight hours shifts only. The Agency shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. The Agency shall engage medically and physically fit persons preferably in the age group of 25 to 55 years for security duties. The security guards having Matriculation/Xth Pass qualification from any recognized board and equivalent shall be placed in the semi-skilled category. The security supervisors having Intermediate/XIIth qualification with minimum three years of experience in reputed organization of security sectors shall be placed in the skilled category.
3. That the Agency submit details of the names, parentage, residential address, age, a passport-size photograph, police verification etc. of the persons deployed by it in the premises of the College for the purpose of proper identification of the employees of the Agency deployed at various points.
4. That the Agency shall ensure that the persons so deployed do not allow any property of the College to be taken out of the premises without a Gate Pass signed by the designated officials of the college.
5. The Agency shall report promptly to Principal/designated Officer of the College, any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the Agency to ensure security and safety of all the property and assets moveable and immovable of the college and if there is any loss to the college on account of dishonesty, and/or due to any lapse on the part of the Agency or its worker, the Agency shall make good on demand the loss to the College.
6. That the Agency shall at its own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to college and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act, Employees Compensation Act, 1923 payment of Wages Act, 1936, The Employee Provident Fund (and Miscellaneous Provisions) Act 1952; Payment of Bonus Act, 1965. The Minimum Wages Act, 1948, Employment of Children Act, 1938 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the College indemnified from all acts of omission, fault, breaches and/or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Agencies failure to fulfill any of the obligations here under and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these the college shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the Agencies monthly payments.





7. That the Agency shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at college in their respective names before submitting the bill for the subsequent month. In case the Agency fails to do so, the amount claimed towards ESI & EPF contribution shall be with held till submission of required documents. The agency shall comply with all the relevant rules and regulations as laid down by G.O.I. for ESI/EPF etc.
8. That the Agency shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rules 1950 framed there-under as amended from time to time. The Agency shall pay monthly wages to the workers at the rate of minimum wages fixed by the Government of National Capital Territory of Delhi(GNCTD).
9. That the Agency shall be required to maintain permanent attendance register/roll within the building premises which shall be open for inspection and checking by the authorized officers of the college.
10. That the Agency shall make the payment of wages, etc. through Bank only to the persons so deployed and shall on demand furnish copies of wages register/muster roll, copies of Bank Statements/Passbook etc. to the College for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Agency to ensure fulfilling its commitments towards employees so deployed under various Labour laws, having regard to the duties of College in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Agency shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wages slip, publications of scale of wages and terms of employments, inspection and submission of periodical returns.
11. It will be prime responsibility of the service provider to disburse the wages to their Security Guards/Supervisors on or before 10<sup>th</sup> day of every month.
12. The Agency will comply with all the provisions of Private Securities Regulation Act,2005.
13. That the uniforms supplied by the Agency at its own cost to the persons deployed for this work shall include army-cut, anklets, ankle boots, web belt (with baton strap), baton beret with ceremonial heckle, whistle, loaded torches etc. The seasonal equipment such as Jerseys, grey coats in winters and raincoats in monsoon shall also be provided by the Agency at its cost and college shall have no liability whatsoever on this account.
14. The Agency shall take all reasonable precautions to prevent any unlawful riots or disorderly conductor acts of the employees so deployed and ensure preservation of peace and protection of persons and property of the college.
15. That the Agency shall deploy persons in such a way that they do not violate relevant provisions of Delhi Shops and establishment Act. The Agency shall in all dealings with the persons in its employment have due regard to all recognized festivals, days of rest and





- religious or other customs. In the event of the Agency committing a default or breach of any of the provisions of the Labour Laws including the provision of Contract Labour (Regulation Abolitions) Act,1970 as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to the college a sum as may be claimed by the college.
16. During the notice period of termination of the contract in the contingencies contemplated above, the Agency shall keep on discharging its duties as before till the expiry of notice period.
  17. It shall be of the duty Agency to withdraw all the deployed persons on expiry/termination of the contract and will ensure that no person creates any disruption/hindrance or problems of whatsoever nature to college.
  18. TDS will be recovered from the Agencies on monthly bill as per the Govt. of India's order and necessary TDS certificate will be issued to the Agency as a proof of having deducted the tax.
  19. The agency should not allow security personnel to conduct any unlawful/union activities in the campus of college.
  20. The manpower deployed by the Agency are employees of the Agency and they have no right to claim for any compensation or regular employment in the college. The college does not own responsibility/liability whatsoever either for absorption/continuation or for regularization or compensation etc. on whatsoever grounds and/or reasons. The Agency should provide a copy of appointment order issued to the workers.
  21. All disputes arising from this contract in respect of personnel posted at college concerning their wages or any other matter connected with their service conditions under relevant Labour Laws are solely and wholly the responsibility of the Agency. The college will be free from all encumbrances either form the Government or form any other sources.
  22. The agency will be responsible for leave, replacement and other welfare measures for the security guards and other supervisory staff.
  23. The Agency shall issue identity cards/name badges to the staff/security guards/supervisors duly signed by the agency. The identity card shall bear.
    - i) Agencies name and address
    - ii) Name of the Security Guard/Supervisor
    - iii) Validity period etc.
    - iv) Photography of employee



24. The Agency shall keep the college indemnified against all claims of whatsoever nature in respect of the security personnel deployed by the Agency and any financial or any other liability.
25. Agency will provide a baton, torch, whistle etc. to Security Guards,.
26. Agency will depute adequate staff (guards) so that no guards are put on double duty.
27. The Agency will make necessary provisions for giving weekly off to every guard on duty.
28. That on taking over the responsibility of providing security arrangements, the Agency shall formulate the mechanism and duty assignment of Security personnel in consultation with the college. Subsequently, the Agency shall review the security arrangement from time to time and advise the college. The Agency shall further bound and carry out the directions/instructions given by the college in this respect from time to time.

#### **D. COLLEGE'S OBLIGATIONS**

1. That in consideration of the service rendered by the Agency or as stated above the agency shall be paid amount as per the approved financial bid and revision of rates as applicable as per the notification of the Govt. of NCT of Delhi from time to time. Such payment shall be made on the basis of the bills raised by the Agency and duly certified by the Care taker of the college.
2. That payment on account of enhancement/escalation of charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by the college to the Agency.
3. The security deposit will be refunded to the Agency within three month of the expiry of the contract only on the satisfactory performance of the contract.

#### **E. COMPLETION**

- The work shall be deemed to have been completed on expiry of period of this contract. The release of final payment to the CONTRACTING AGENCY/CONTRACTOR by the college shall be made after three months.

#### **F. FORCEMAJURE**

- Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force major events such as but not limited to Acts of God, war, flood, earthquake, strike, lockouts, epidemics, riots, civil commotion, etc, provided on the occurrence and cessation of any such events, the party affected there by shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.





## **G. INDEMNICATION**

1. That the Agency shall keep the college Indemnified against all claims whatsoever in respect of employees deployed by the Agency. In case any employee of the Agency so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Agency to contest the same. In case college is made party and is supposed to contest the case, the college will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Agency to college on demand. Further, the Agency will ensure that no financial or any other liability comes on college in this respect of any nature whatsoever and shall keep college indemnified in this respect.
2. The Agency shall further keep the College indemnified against any loss to the College property and assets. The College shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Agency under the contract.

## **H. PENALTIES/LIABILITES**

1. That the Agency shall be responsible for faithful compliance of the terms and conditions of this agreement and the obligations as given under Clause-C "Obligations of the Agency". In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the security services may be arranged from another agency at risk and cost of the agency.
2. That if the Agency violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of college, a penalty leading to a deduction up to a maximum of 10 % of the total amount of bill for a particular month will be imposed.
3. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Agency and/or loss/ damage if any, sustained by the college on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Agency.

## **I. COMMENCEMENT & TERMINATION OF AGREEMENT**

1. The Agreement shall be effective from the date of acceptance of the offer as shown in the letter of acceptance of offer and award of work issued to CONTRACTING AGENCY/CONTRACTOR and shall remain in force for a period of (12 months) from the said date.
2. The Agreement shall be deemed to expire on completion of the period, as agreed to in the said agreement unless extended by both the parties on mutually agreed terms and conditions.
3. During the tenure of the Agreement, parties here to can terminate the Agreement either for breach of any of the terms and conditions of this Agreement or otherwise by giving a one



month notice in writing to the defaulting party. Failure of either party to terminate the Agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this Agreement.

4. In this event of termination of the Agreement vide provisions at F (iii) the rights and obligations of the parties there to shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by INDENTING OFFICE.

#### **J. AMMENDMENTS TO THE AGREEMENT**

- No amendment or modification of this Agreement shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this Agreement. The modifications/changes shall be effective from the date on which they are made/executed, unless otherwise agreed to.

#### **K. DISPUTE SETTLEMENT/ARBITRATION**

- In the event of any question/dispute/difference between the parties arising out of or in connection with the terms and conditions of this Agreement such dispute or differences shall be referred to the sole arbitration of the principal, college or his nominee. The decision of the arbitrator shall be final and binding on both the parties.
- The Arbitrator may give interim award(s) and /or directions, as may be required.
- Subject to the aforesaid provision, the Arbitration & Conciliation Act, 1996 and the rules made here under and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceeding under this clause.

#### **L. JURISDICTION**

- For arbitration and all other related matters, the jurisdiction for the purpose shall be Delhi, High Court.

IN WITNESS WHERE OF the parties here to have signed these papers on the date, month and year as mentioned here under.

Party

For and on behalf of  
Motilal Nehru College  
(University of Delhi)  
Benito Juarez Marg,  
New Delhi-110021.

WITNESS

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2

For and on behalf of the Agency.

1

2





## Work Experience Certificate

This is to certify that  
M/s.....has been  
working/worked since.....and deployed numbers of Security  
Guards..... and Security Supervisors..... and contract value  
of the security service is..... The agency has been performing/performed its  
duties satisfactory. No penalties or recoveries have been/was imposed on the  
agency for security lapses and complaints.

Signature:

Name:

Designation:

Institution:

Tel. No.

Mob. No.:

E-mail:



