



SRI GURU NANAK DEV KHALSA COLLEGE

(UNIVERSITY OF DELHI)

NAAC Accredited A

DEV NAGAR, NEW DELHI-110 005

Celebrating 50th Year

Ref. No.: SGND/ADMIN/23/8941

Dated: 21/07/2023

E-PROCUREMENT TENDER NOTICE FOR SECURITY SERVICES

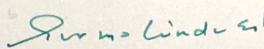
Online bids in two bid system (Technical Bid and Financial Bid) are invited from eligible reputed & registered Security Agencies for providing round the clock **Security services** at Sri Guru Nanak Dev Khalsa College, University Of Delhi, Dev Nagar, New Delhi.

Tender Schedule and important information

1.	Name of work	Security services at SGND Khalsa College, University of Delhi.
2.	Estimated Cost of the Work	Rs. 18,00,000/- (Rupees Eighteen lakhs only)
3.	Earnest Money Deposit	Rs 54,000/- (Rupees Fifty four thousand only)
4.	Cost of Tender Document (Non- Refundable)	Rs 1500/- (Rupees One thousand fifteen hundred only)
5.	Bid download Start date and time	22/02/2023, 10:00 AM onwards
6.	Online bid submission last date and time	15/03/2023, till 5:00 PM
7.	Technical bid opening date	17/03/2023 at 11:00 AM
8.	Contact number and email, for any queries	011-28729399 (Principal office) 9810488047 (Ms. Meera Dhiri, Ofg. Administrative Officer) Email: principal@sgndkc.du.ac.in

Notes:

- All details regarding the tender are available on college website www.sgndkc.org, University of Delhi website www.du.ac.in and <https://eprocure.gov.in/eprocure/app>. Bidders are therefore, requested to visit these websites regularly to keep themselves updated. Any addendum/corrigendum will be displayed on the aforesaid websites only.
- All documents pertaining to the bids (technical and financial) will be submitted only through e-procurement portal. Manual bids shall not be accepted.
- For submission of E-Bids, bidders are required to get themselves registered with <http://eprocure.gov.in/eprocure/app>.
- Bidders who have already submitted EMD and TENDER FEE w.r.t NIT No SGND/ADMIN/23/8918 dated 24/01/2023 need not submit new DD for the same (also refer to cancellation of tender SGND/ADMN/23/8936 dated 20/02/23. However, they will have to submit technical and financial bids again as part of this NIT.
- Representations, if any, can be addressed to the Principal on following email ID: principal@sgndkc.du.ac.in


Prof. Gurmohinder Singh
(Principal)

Tel.: +91 11 28729399, Fax: +91 11 28728909 email: principal@sgndkc.du.ac.in



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TENDER ANNEXURES

1.	<i>Annexure I:</i> Proforma for Technical Bid
2.	<i>Annexure II:</i> Financial Bid (Part 1 and Part 2)
3.	<i>Annexure III:</i> Format for providing details of contracts for past three years
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6.	<i>Annexure VI:</i> Price Bid undertaking
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1. TENDER INFORMATION

1.1 Online tenders are invited by the Principal, Sri Guru Nanak Dev Khalsa College, University of Delhi, from reputed, experienced Security Agencies/ Organizations for providing round the clock Security services in the college campus. Bidders have to upload Technical and Financial Bids separately on CPP Portal at <https://eprocure.gov.in/eprocure/app>. Brief details of the requirement is given below.

Requirement	Security Guards	Validity of Contract
Providing round-the-clock security services at Sri Guru Nanak Dev Khalsa College, University of Delhi	6* (1 female guard mandatory)	Initially for a period of <u>One year</u> . (Further extension may be considered by the competent authority SGND Khalsa College subject to satisfactory services)

**Number of Security Guards is tentative. Number of Security Guards may be increased or decreased at any stage depending upon the requirement on same terms and conditions.*

1.2 Tender application fee: The applicant should attach a demand draft of Rs.1500/- (non-refundable) drawn in favour of "**Principal, Sri Guru Nanak Dev College**" payable at New Delhi as tender application fee. The DD should be submitted at the college enclosed in a sealed envelope before the last date of submission of bids.

1.3 Earnest Money Deposit (EMD): Rs.54,000/- (Rupees Fifty Four thousand only)

1.3.1 Demand Draft issued by any nationalized/ commercial bank drawn in favour of '*Principal, Sri Guru Nanak Dev Khalsa College*', payable at Delhi.

1.3.2 Validity of EMD - up to a minimum period of forty-five days from the date of opening of financial Bids.

1.3.3 Refund/ Return of EMD - The EMD will be returned/ refunded to unsuccessful bidders within 30 days after the award of the contract. However, in case of successful bidder, it will be refunded/ returned only on receipt of Performance Security Deposit of requisite amount.

1.3.4 No interest will be paid on EMD.

1.3.5 The EMD Demand Draft should be submitted separately in a sealed envelope in the college before the last date of submission of bids. Scanned copy of the EMD should also be uploaded in e-procurement portal as part of the technical bid.

1.4 Performance Security/Security Deposit

1.4.1 The successful bidder should provide the Performance Security deposit equal to 3% of the value of the contract (DoE, OM NO.F.9/4/2020-PPD dated 30.12.2021) within 15 days of the award of contract.

1.4.2 Deposit an amount of **54,000/- (Fifty Four thousand only)** in the form of an Account payee Demand Draft/ Bank Guarantee in favour of '*Principal, Sri Guru Nanak Dev Khalsa College*', from a nationalized/commercial bank as Performance Security Deposit for the due performance of the contract.

1.4.3 Failure to furnish Security Deposit shall be treated as breach of contract and shall entail cancellation of the contract and other course of action as deemed fit.



1.4.4 The performance security deposit so furnished by the Agency shall remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the Agency.

1.4.5 In case, the contract is renewed after one year, the validity of the Performance Security/ Guarantee shall be extended/ renewed by the Agency accordingly within 15 days of award of renewal of contract.

1.4.6 Security deposit will be interest free.

1.5 **Period of Contract:** Initially the contract will be awarded for the period of 01 (One) year from the date of commencement of contract. Further extension may be considered by the Competent Authority of the college subject to the satisfactory services of the security agency.

The college reserves the right to accept/reject/cancel any or all the tender without assigning any reason whatsoever.



2. ELIGIBILITY CRITERIA

The bidder/security agency must fulfil the following mandatory minimum eligibility criteria and upload all the supporting documents duly signed by the authorized signatory at the time of bidding, failing which will lead to disqualification of the bid:

2.1 Valid Certificates of Statutory Registrations: -

- i. Registration under Employee Provident Fund and Miscellaneous Provisions Act, 1952.
- ii. Registration under Employees State Insurance Act, 1948
- iii. Registration under The Contract Labour (Regulation & Abolition) Act, 1970
- iv. Department of Labour Registration/License issued by the Office of Central Labour Commissioner, New Delhi
- v. License under Private Security Agencies (Regulations) Act/registered under Companies Act/Societies Act/Partnership Act etc., as applicable to run the Security Agency in Delhi.
- vi. Valid Registration under GST and GST Number.
- vii. Valid Agency/Company PAN Number.
- viii. Valid quality assurances certificate(s), **ISO 9001, ISO 14001, SA 8000** Certificate

2.2 Annual turnover and other relevant documents

2.2.1 Overall minimum annual turnover must be Rs. 45 Lakhs while minimum turnover specifically in 'Security services' should be Rs. 25 lakhs, during last three financial years (2019-2020, 2020-2021, 2021-2022).

2.2.2 The bidders must have to submit the following documents for Annual Turnover:

- i. **Auditor's report:** Auditor's report/certificate clearly mentioning the overall annual turnover and separate turnover from Security Services has to be attached for last three financial years and relevant documents to be enclosed as a proof.
- i. **Income tax returns (ITR)** of last three financial years.
- ii. **ESIC, EPF & GST** up to date payment details for the last three financial years.

2.3 Experience

2.3.1 The bidder must have at least three years' experience for providing Central Govt./State Govt/ Central Universities or State Govt. Universities/ Affiliated or Constituent colleges/ Autonomous Bodies/ Government Public Sector Undertaking with satisfactory completion report. The experience certificate along with the work order (Financial Year 2019-2022) should be uploaded and the experience certificate should clearly mention the period of the contract, the amount of the contract, and the number of security personnel deployed. The details of the contracts handled during the last five years should be filled in the prescribed format as per Annexure IV.

Note:-

- i. Experience in Private Ltd. Company/ Corporations/ PSU/ Banks/ Committee/ will not be considered.
- ii. Work Order produced as experience will not be considered as Experience Certificate.
- iii. The Experience Certificate with satisfactory report clearly mentioning the period of contract, issued from the Competent Authority of the Central Govt./State Govt/ Central Universities or



State Govt. Universities/ Affiliated or Constituent colleges/ Autonomous Bodies/ Government Public Sector Undertaking, duly signed & sealed will only be accepted.

2.3.2 The bidder must have a contract/(s) for providing Security Services during the Financial Years (2019-20, 2020-21, 2021-22) as follows:

- a) One similar work contract order of 15 lakhs or more;
OR
- b) Two similar work contract orders of 7.5 lakhs or more;
OR
- c) Three similar work contract orders of 5 lakhs or more

2.4 The agency must have its **registered office in Delhi/NCR**. Documentary proof must be submitted.

2.5 **Manpower**

The agency must have minimum **25** numbers of trained Security Guards, trained from a recognized Institute of Govt. of India/Govt. of GNCT Delhi on its roll. It should be substantiated by producing their Employee Provident Fund (EPF) numbers and other details of the Security personnel in the prescribed format in **Annexure-IV**.

2.6 The Agency should have approvals from concerned regulatory/statutory authorities as applicable for carrying out outsourced work, such as EPF, ESIC etc.

2.7 All uploaded enclosures including complete Tender Document with Annexures must be signed by the authorized signatory authority, otherwise bid will be rejected.

2.8 SGND Khalsa College reserves the right to withdraw/relax/modify eligibility criteria and in such a situation the bidder will be given sufficient time to make suitable changes accordingly. However, no relaxation will be given as far as statutory requirements are concerned, explicit/implicit.

2.9 Canvassing in any form is prohibited and the tenders submitted by the service provider/contractor/company who restore to canvassing is liable for rejection.

2.10 In case any person signs the tender/agreement on behalf of the company/service provider, letter of authority/resolution passed by the company/firm empowering him/her to sign the documents on behalf of the company or firm should be enclosed in the tender document.

2.11 SGND Khalsa College does not bind itself to accept the lowest tender and reserves the right to accept or reject, in part or full, any or all the tenders received without assigning any reason.



3. SCOPE OF WORK

Following is the scope of work for the security services to be provided in the college:

- 3.1 The agency is to provide round the clock security services to the college for a period of one year or for extended time at the discretion of the College.
- 3.2 Security has to be provided on all days i.e on all working days, non-working days and holidays (including Sundays). The security guards have to be deployed on a shift basis (8-hour shifts), based on agreement between the college and the firm. During the period of leave/Holiday of any of the security guard, the service provider shall deploy another security guard with prior intimation to the College.
- 3.3 Only unarmed, Ex-serviceman/ Ex-paramilitary personnel/civilian guards in proper uniform with verified antecedents will be employed.
- 3.4 A total of **six guards are required, with minimum one female guard**, all of whom would be working on shift basis following agreement between the college and the firm. The number of guards may be increased or decreased by the College as per requirement.
- 3.5 The agency will be solely responsible for payment to these guards/security personnel. No payment or honorarium what so ever will be paid by College to the security personnel deployed by the agency.
- 3.6 The agency will be responsible for ensuring proper conduct and discipline of the security personnel. College will have the right to direct the agency to remove/change any security guard without assigning any reason.
- 3.7 The agency will be responsible for taking all possible measures to safeguard the property, building and College premises. The agency will be held responsible for any loss of property due to negligence or failure to provide adequate security and will be liable to pay compensation. The agency will also be responsible for losses due to the negligence on the part of personnel employed by it.
- 3.8 The security staff employed will be responsible for locking and opening of all the class rooms, doors/windows and switching off all electric gadgets at the time of opening and closing of the College. The security staff will also be responsible for checking of water taps if left open. Any item/property left outside by College staff in any class room or any office room left unlocked by College Staff should be reported to the Principal immediately. The Principal will have the right to assign any other security/safety related duties to the security staff employed by the agency.

Note: The bidder is advised to visit the college (between 10:00 am – 4:00 pm on all working days) and acquaint himself with the premises and scope of work. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the College and is aware of the operational conditions prior to the submission of the tender documents.



4. INSTRUCTIONS FOR BID SUBMISSION

- 4.1 Manual bids shall not be accepted. Conditional tenders will also not be accepted.
- 4.2 “Technical Bid” shall comprise of all documents as per **Annexure-I** and **Tender Clause 2 - Eligibility Criteria**.
- 4.3 Each page of tender document must be numbered and signed by the bidders with rubber stamp of the firm affixed on each and every page.
- 4.4 Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender. The scanned copy of the EMD should be part of the technical bid submitted online.
- 4.5 “Financial Bid” shall comprise the rate of item/s quoted in the Bill of Quantities (BoQ). The BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- 4.6 The rates quoted in the BoQ will be valid for a minimum 90 days from the date of Financial bid opening.
- 4.7 Bids shall be submitted online only at CPP portal: <https://eprocure.gov.in/eprocure/app>. Bidders shall submit their bids well before the bid submission end date & time (as per Server System Clock). Bidder will be solely responsible for any delay due to any issues.
- 4.8 In order to reduce the file size, bidders are suggested to scan the documents in 200 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- 4.9 Downloaded tender documents, including annexures and templates should not be tampered/modified in any manner. If the same is found, the tender will be completely rejected, EMD would be forfeited and the bidder will be blacklisted.
- 4.10 Intending bidders are advised to visit the College website www.sgndkc.org, University of Delhi website www.du.ac.in and CPP Portal <https://eprocure.gov.in/eprocure/app> on regular basis, and at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment at any stage.
- 4.11 The bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document. Unsigned documents will not be considered.
- 4.12 After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated.



- 4.13 The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 4.14 SGND Khalsa College, in public interest, reserves right to accept or reject any or all tenders without assigning any reason and also to change/relax any of the terms and conditions of the tender.

5. OPENING OF BIDS AND EVALUATION

5.1 Opening and Evaluation of Technical bid

- 5.1.1** The Technical Bid will be opened on stipulated date and time. In case the date of technical bid opening is declared a holiday, the bids will be opened on the next working day at the same time.
- 5.1.2** Evaluation of technical bid will be done by the technical committee constituted by the principal, and shall comprise assessment of all documents as per Annexure-I and Tender Clause 2 (Eligibility Criteria).
- 5.1.3** The Technical committee will conduct antecedent verification of the provisionally qualified agencies. The agency will have to produce all the technical bid documents in original to the Technical Committee, if required. The Committee may also decide to visit/inspect the offices and as well as the sites of the eligible agencies for verification of antecedents.
- 5.1.4** Bidder can send their representations on the CPP portal or address it to the Principal, SGND Khalsa College on the email ID principal@sgndkc.du.ac.in within 24 hours following update of evaluation status i.e. reject/accept bids. The Committee decision on representation will be considered final. Representations beyond the stipulated time period will not be entertained. Representation sent on any other email address or received from other mode/source will not be entertained/ considered.

5.2 Rejection of Technical bid

- 5.2.1** The technical bid submitted shall become invalid/ be rejected in case of the following:
- i. Submission of Manual Bids.
 - ii. The bidder does not fulfil Minimum Eligibility Criteria as per the tender document and Technical Bid Annexure-II.
 - iii. The bidder has not uploaded and submitted requisite documents, certificates, EMD, Annexures in tender format etc.
 - iv. The uploaded documents are not in consonance with the tender document.
 - v. The uploaded documents are found not legible.
 - vi. The documents / Certificates / Registrations are found not valid at the last date of submission.
 - vii. If contradictions are found in uploaded documents.
 - viii. If, the Technical Committee recommends rejection after antecedent verification.
 - ix. Unresponsive Bids.
 - x. Non-submission of valid registrations and certificates



- xi. Turnover found below the minimum requirement as per tender document and not attached Turnover claim documents like Auditor Report or Certificate for annual Turnover and turnover from Security Services for the Financial Year 2019-20, 2020-21 and 2021-22.
- xii. Non-submission of Complete Tender Documents and requisite Annexures in the given format, duly filled and signed on agency letterhead.
- xiii. Experience Certificate not as per Tender Clause 2.3
- xiv. Registered Office not in Delhi/NCR or non-submission of documentary proof for the same.
- xv. Non-submission of EMD.

5.3 Opening of Financial bid

5.3.1 After the technical evaluation of the bids, the committee will open Financial Bid (BoQ) of all those bidders who qualified in the technical bid on a notified date and time.

5.3.2 *Date of Financial Bid Opening:* The date will be intimated subsequently on CPP portal to the technically qualified bidders and/or published on the College website.

5.4 Evaluation of Financial bids

5.4.1 The Financial Bid Quotation must be submitted in the uploaded BoQ file as sought in the enclosed Annexure III. Any modification/tampering with the BoQ file shall lead to disqualification.

5.4.2 The BoQ consists of rates of service charge for one security guard. See Annexure III for details.

5.4.3 Service Charges is a fee charged by the agency responsible for providing Security Services to cover expenses related to record-keeping, operational charges, incidental charges, Uniform, and other additional administrative costs. **Service charge should not be less than 2% of the minimum wages (basic pay) per Security guard**, mentioned in S. No. 1 of Annexure II, Part 1. **Bids quoting less than 2% service charge will be rejected.** The service charges will remain the same for the whole tenure and the extended term (if any).

5.4.4 **Service charges should be in integer (whole number) value only**, mentioned in BoQ file (as per Annexure-II (Part-II)). The lowest one (L1) will be decided/considered based on the service charge mentioned for one security guard.

5.4.5 The rates must be quoted as provided in Annexure-II (Part-II) covering the entire activity as per the scope of the contract. Rates agreed upon shall remain the same throughout the period of the contract.

5.4.6 The wages and other statutory emoluments mentioned in Financial Bid (Annexure-II, Part-1) for one security guard shall not be less than the minimum amount laid down as per norms by the Govt. of NCT of Delhi (and/or by other relevant acts/statutes as in force) for the corresponding category of workers, as applicable from time to time.

5.4.7 In case of a tie among the bidders in the financial bid (BoQ), then L1 will be decided in chronological order as below:

- i. The bidder who has the **longest experience to provide Security Services** in the Central Govt./State Govt/ Central Universities or State Govt. Universities/ Affiliated or Constituent colleges/ Autonomous Bodies/ Government Public Sector Undertaking in the financial year 2019-20, 2020-21 and 2021-22 will be L1. The longest experience will be decided on the sum of the total number of months of experience in Central Govt./State Govt/ Central Universities or State Govt. Universities/ Affiliated or Constituent colleges/ Autonomous Bodies/ Government Public Sector Undertaking claimed by the agency in the financial year 2019-20, 2020-21 and 2021-22. The calculation will be made by adding



the number of months per work order falls in the financial year 2019-20, 2020-21 and 2021-22. In case of more than 1 bidder has equal longest experiences then, L1 will be decided as per Clause ii below.

- ii. The bidder having **average highest turnover in security services** during the last three financial years 2019-20, 2020-21 & 2021-22 will be L1. In case of more than 1 bidder having equal average highest turnover then, L1 will be decided as per below Clause iii below.
- iii. The bidder having **average highest overall turnover** during financial year 2019-20, 2020-21 & 2021-22. In case of more than 1 bidder having equal average highest turnover and longest experience then, L1 will be decided as per below Clause iv below.
- iv. The decision of the Evaluation Committee shall be final and binding upon the parties.

5.5 Rejection of the Financial Bid

5.5.1 The Financial bid submitted shall become invalid/ be rejected in the following cases:

- i. Non-responsive financial bid.
- ii. Non-submission of BOQ file.
- iii. Bids quoting Service charge less than 2% of the minimum wages (basic pay) mentioned in S. No. 1 of Annexure II, Part 1.
- iv. If Service charges is quoted in decimal places.
- v. If bid is found non-realistic.
- vi. As per the recommendation of the Technical Committee after evaluation of the Financial bid.

5.6 Bidders are requested to study the terms and conditions of the tender document carefully and submit their bid accordingly. Any tender/quotation received against this tender and any contract resulting from this tender shall be governed by the terms and conditions indicated in the tender document and all the tenderers quoting against this tender shall be deemed to have read, understood, and accepted the same. No clarification shall be entertained after receiving the bids.

5.7 Sri Guru Nanak Dev Khalsa College is under no obligation to accept the lowest tender and shall be entitled to reject any tender without assigning any reason whatsoever.



6. GENERAL TERMS AND CONDITIONS

- 6.1 The bidder must submit an **EMD of Rs. 54,000 (Rupees Fifty-Four thousand only)** in favour of **Principal, Sri Guru Nanak Dev Khalsa College, along** with the technical bid. EMD in the form of Demand Draft should be valid for three months which can be, if required, further renewed for three months. The EMD Demand Draft should be submitted separately in a sealed envelope in the college before the last date of submission of tender. EMD in the form of cheque/cash will not be acceptable. Technical Bids without submission of EMD shall be rejected.
- 6.2 Bid should be complete in all respects and incomplete bids will be summarily rejected. No clarification will be given by the College in this regard. Bids, which do not comply with the conditions laid down in the tender document, or are unrealistic, are also liable to be rejected.
- 6.3 The bidder will be suspended for the specific time by Sri Guru Nanak Dev Khalsa College in case any one or more of the following events happen: -
- i. If, after submission of the quotation, the bidder fails to accept the contract, if awarded, or refuses to comply with any/all of the terms and conditions of the tender.
 - ii. If the bidder withdraws the offer during the validity period of the quotation.
 - iii. If the successful bidder fails to commence the contract at the stipulated time in accordance with the terms and conditions of the tender.
 - iv. If the successful bidder fails to submit the Performance Bank Guarantee/Security Deposit within 15 days of the start of contract. This will also warrant closure or termination of contract.
- 6.4 The college reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.
- 6.5 The College reserves the right to reject/accept or withdraw any part or full tender(s) without assigning any reason whatsoever. The decision of the college will be final and binding.
- 6.6 The College reserves the right to relax/withdraw/modify any of the terms and conditions mentioned in the tender document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.
- 6.7 The bidders should quote their most competitive price.
- 6.8 Canvassing in any form entails the bidders' disqualification. If any bidder is found influencing or intimidating other bidder or tender processes, their tender is liable for disqualification.
- 6.9 Please note that any falsification/suppression of information could lead to bidders' disqualification.
- 6.10 The bidder/agency shall be the employer of the security guard deployed in the college and responsible for payment of wages/EPF/ESI Charges and other benefits to their employees according to wages rules and regulations of Govt. of NCT Delhi.
- 6.11 The bidder/agency shall comply with and abide by all the relevant legal/ statutory provisions/requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI, Bonus and various other Acts



including local laws applicable from time to time with regard to the personnel engaged by the Agency for the College.

- 6.12 Violation of minimum wages act, contract labour act, Govt. of NCT, Delhi and Employment Order and such other statutory provisions shall make the bidder/agency liable for disqualification and for the agreement to be terminated without assigning any reasons. No communication will be entertained in this regard.
- 6.13 The agency will provide trained and experienced sanitization workers and supervisors. The security guards having matriculation/10th Pass qualification from any recognized board and equivalent shall be placed in the 'semi-skilled' category. The guards employed should be in the age group of 25-50 years.
- 6.14 The Agency shall ensure that the personnel employed are punctual and disciplined and remain vigilant in performance of their duty. Employment of child labour will lead to the termination of contract. The bidder shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff.

6.15 Compliance with the technical terms and labour regulations

- i. The services offered shall be in accordance with the requisite terms and conditions/eligibility criteria contained in the Tender Document and in accordance with the minimum statutory requirement covered under Govt. of India Rules including Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition Act 1970), EPF/ESI etc.
- ii. The Agency shall be responsible for the payments to Security guard employed and the College shall in no event be liable for the same. The Agency shall keep College indemnified against the same and from all proceedings in respect thereof. The Agency shall open Savings Bank account for each of the deployed security guard in any nationalized bank, if not in their name earlier. All payments to the staff should be made by Electronic Clearing Service (ECS) on monthly basis and the Agency shall provide documentary proof of payments such made to them, while claiming the bill for reimbursement.
- iii. The Agency shall be responsible for paying the expenses for providing medical treatment to the personnel deployed by it, who may suffer any bodily injury during the course of their service as a result of any accident or otherwise while in the College premises.
- iv. The security guards shall be deemed to be the employees of the agency for all purposes including but not limited to the payment of wages, and all other obligations under labour laws, rules and regulations there under.
- v. The College reserves the right to check the actual payment of the wages register/ related document maintained by the agency in respect of the above.
- vi. The agency shall not charge any fee/gratification from the Security guards in any manner in the name of Registration or Entry fee etc. In case the same is brought under the notice of the College, appropriate action shall be initiated and the decision so taken shall be binding to the agency.
- vii. The agency shall comply provisions of the Minimum Wages Act as amended time to time.

6.16 Statutory Obligations



- i. The contractor will be solely responsible for all claims, damages, or compensation under the provisions of the Payment of Wages Act, 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, the Workmen Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961, Payment of Bonus Act, 1965 or any other law relating thereto and rules made there under from time to time.
- ii. All applicable laws, ruled, regulations and statutory orders or guidelines on providing security services shall be fully complied with by the service provider except where it is duly exempted from such compliance.
- iii. The bidder shall be solely responsible for any failure to fulfill the statutory obligations and all other necessary statutory requirements. All necessary statutory documents, records like logbook, wage registers, attendance registers etc. should be maintained and produced on demand.
- iv. In case the worker suffers any injuries/damages or meet with an accident in the College premises or outside, during discharge of duties, the entire cost of compensation should be borne by their respective agency.
- v. In case of any accidents, the agency to whom contract is awarded will be solely responsible for the statutory/financial obligations. SGND Khalsa College will not enter into any litigation whatsoever under any circumstances.
- vi. The bidder shall be responsible for all claims from third parties (including the staff of college) in the event of any liability arising from accident involving third party.
- vii. The agency will keep indemnified the College from all such liabilities arising out of above clause against the agency.

6.17 Duty hours

- i. The security agency should ensure that they provide round the clock security to the college. Security has to be provided on all days i.e on all working days, non-working days and holidays (including Sundays). The security guards have to be deployed on a shift basis (8-hour shifts), based on agreement between the college and the firm. The exact duties will be intimated by the Principal/ Administrative Officer of the college to the Security Agency or their representative.
- ii. No double duty will be accepted/allowed for claim of remuneration. If found, it will be deducted from the total claim for the month.

6.18 Payment Terms

- i. Payment of salary and arrears if any to the Security guards provided by the Agency to perform duties at the college shall be made by the agency through ECS only thus crediting all their dues in their respective Bank Account. The agency will provide documentary proof of payment made to only those security personnel engaged in college as per specified format of the college or devise similar nature of format so as to ensure clear break up of wages disbursed. The personnel are entitled to a paid rest in every period of seven days. In other words, actual working days works out to be 26/27 days in a month (26 days if month duration is 30 days/27 day if month duration is 31 days) with the entitlement of four paid rest days. However, for performing extra duties during the rest period, the college will not be entitled for payment of additional wages. Also payment will be deducted for double duty (if found).
- ii. The college shall pay consolidated sum to the Agency towards wages, service charges etc. The wage components shall be reimbursed as prescribed and in accordance with the agreed terms. The payment shall be made after deduction of applicable taxes.



- iii. The Agency shall disburse the salary of each month to the Security staff latest by 7th day of succeeding each month without any fail. The Agency shall also issue the personnel engaged by them Salary Statement/Salary Slip indicating therewith the break-up of wages/deductions due and disbursed each month. Similarly, reimbursement bills may be furnished by the agency by 10th of each month along with the complete supporting documents confirming proper disbursement of wages so as to ensure timely reimbursement of preferred Bill/claim within 15 days subject to fulfilment of all requirements.
- iv. No bill will be accepted without complete documents. The agency should provide the documents as asked for in the agreement. The bills duly completed in all respected must be submitted by the agency in the office of Administrative Officer.
- v. The re-imburement bill claimed by the Agency without any supporting documents may cause delay and, in such case, the sole responsibility shall lie on the Agency. The Agency shall not make any excuse for delay in releasing the monthly salary to the deployed guards, in case any kind of deficiency/discrepancy noticed/found by College in their Bill/claim. In other words, the agency has to release the salary to these personnel within the stipulated period i.e. by 7th day of each month.
- vi. The College reserves the right to carry out a post payment audit of the Agency's bill including all supporting documents/ vouchers. The college reserves the right to enforce recovery of any overpayment coming to light as a result of such audit, by any or all the methods prescribed above. No part of the payment / reimbursement shall become due or payable until the Agency has provided the services to the complete satisfaction of the college. Reimbursement/payment shall be made subject to recoveries, if any.

6.19 Penalty

- i. Suitable penalty will be levied for the faults mention below. For any other fault which is not explained exhaustively, suitable penalty will be decided by the Competent Authority of the College.
- ii. In case of any delay in payment of wages to the Security guards/Supervisors, a penalty of 5000/- per day from 11th day onwards shall be imposed.
- iii. In case any of security guard deployed under the contract fails to report on time and the agency is unable to provide suitable substitute in time for the same, it will be treated as absence, and a penalty as decided by the competent authority shall be levied.
- iv. In case any public complaint is received attributable to misconduct/misbehaviour of any security guard, a penalty or Rs.1000/- for each such incident shall be levied and the same shall be deducted from bill of the agency/firm.
- v. In case the bidder fails to commence/execute the work as stipulated in the agreement or in case of unsatisfactory performance or if it does not meet the statutory requirements of the contract, the College reserves the right to impose penalty.
- vi. 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 the College, a penalty commensurate to the losses caused to the college shall be imposed.

6.20 Force Majeure

- i. If, at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which



may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations.

- ii. The performance of the obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

6.21 Settlement of disputes

- i. The College's decision in respect of any dispute arising out of the Security Services shall be final.
- ii. Any dispute, difference or disagreement between Sri Guru Nanak Dev Khalsa College and the agency to whom this contract has been awarded, concerning the existence, validity, interpretation, performance, termination or breach under this Contract, shall be amicably resolved in good faith. Failing which, the matter shall be referred for settlement by arbitration in accordance with provisions of Indian Arbitration & Conciliation Act, 1996, as amended from time to time. The language of arbitration proceedings shall be English and the venue and jurisdiction of the arbitration shall be New Delhi. The arbitration award shall be final and binding on both the Parties.

6.22 Agreement

The successful bidder shall sign an Agreement in accordance with the form of Agreement given at Annexure-VII on a stamp paper of appropriate denomination and submit the same to the Principal, Sri Guru Nanak Dev Khalsa College within 15 days of the receipt of work order.



Annexure I

PROFORMA FOR TECHNICAL BID

1.	DETAILS of COMPANY/ FIRM/ ORGANISATION	
a.	Name	
b.	Registered Address	
c.	Address of Office at Delhi/NCR	
d.	Contact person/s	
i.	Name	
ii.	Designation	
iii.	Contact number (landline)	
iv.	Contact number (mobile)	
v.	Email ID	
2.	Type of Firm <i>(Please tick and enclose copy of Memorandum/Articles of Association/Certificate of Incorporation)</i>	Private Ltd / Public Ltd. /Cooperative / NGO / PSU
3.	PAN Number <i>(Please enclose attested photocopy)</i>	
4.	GSTIN Number <i>(Please enclose attested photocopy)</i>	
5.	Department of Labour Registration certificate number <i>(Please enclose attested photocopy)</i>	
6.	The Contract Labour (Regulation & Abolition) Act, 1970 Registration number <i>(Please enclose attested photocopy)</i>	
7.	Valid quality assurance certificate(s), ISO 9001, ISO 14001, SA 8000 Certificate Registration Number <i>(Please enclose attested photocopy)</i>	
8.	License under Private Security Agencies (Regulations) Act/registered under Companies Act/ Societies Act/ Partnership Act etc., as applicable to run the Security Agency in Delhi.	
9.	EPF Registration Number <i>(Please enclose attested photocopy)</i>	



9.	ESI Registration Number <i>(Please enclose attested photocopy)</i>	
10.	Annual Turnover (overall and for Security services) for the last 3 years <i>(refer to <u>Eligibility Criteria in tender document for details</u>)</i>	Mention enclosures <i>(Enclose copies of attested audited balance sheet and P&L A/c)</i>
9.	Experience of similar work in the field during the last three years <i>Should have provided security services in reputed organizations (refer to <u>Eligibility Criteria in tender document for details</u>) with work order not less than:</i> <i>(i) Rs 15 lakh in one order; or</i> <i>(ii) Rs. 7.5 lakh each in two orders;</i> <i>or</i> <i>(iii) Rs. 5 lakh each in three orders</i>	Mention enclosures <i>(Enclose copies of documentary evidence e.g. work order and corresponding satisfactory job completion certificates from clients specifying value and period of work order)</i>
10	Workforce Details <i>-should not be less than 25 in security services.</i> <i>-Please enclose the list giving employee-wise details in the format provided in Annexure IV.</i>	
11.	Earnest Money Deposit (EMD) Details	
	D.D. No.	
	Date	
	Amount	
	Drawn on bank	

Note: *Antecedents of the agency/bidder shall be verified by the Technical Committee of the College and only on the basis of the satisfactory report of this Committee, the Financial Bid will be opened.*

Date:

Place:

Name and Signature of Authorized signatory
(alongwith official seal)



Annexure II

FINANCIAL BID Part 1

I/We..... of
..... hereby agree, subject to acceptance of this tender by Sri Guru Nanak Dev Khalsa College, to carry out the following works and to provide the following Sanitary Worker per month in accordance with the specifications, terms and conditions of the contract as stated in the tender document at the rates and prices given below:

S.No.	Particulars	01 Security Guard (Semi-Skilled) in ₹ per month
1.	Basic Pay on the date of uploading tender i.e minimum wages per month as prescribed by the O/o The Commissioner(Labour), Govt. of NCT of Delhi order dated 14.10.2022.	18,499.00
2.	ESI Contribution i.e. @ 3.25% of Basic Pay (Sl.No.1)	601.22
3.	EPF Contribution i.e. @ 13% of 15,000	1950
4.	Bonus i.e. @ of 8.33% of Basic Pay (Sl.No.1)	1540.97
5.	Sub Total (Sl No. 1+2+3+4)	22591.19

Date:

Place:

Name and Signature of Authorized signatory
(along with official seal)



Annexure II

FINANCIAL BID Part 2 (Bill of Quantities)

PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only. The bidder is liable to pay the wages and other benefits as per Annexure-II (PART 1) Sl. No. 1 to 4 of the Tender Document and the minimum wages as per Govt. of NCT, Delhi orders as revised from time to time.)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Service Charges in Figures To be entered by the Bidder	TOTAL AMOUNT Without Taxes in Rs. P (Calculation based on Minimum Basic Rate)	TOTAL AMOUNT In Words
1	01 Security Guard					
1.01	Service/Administrative charges (integer value) in Rupees only. It should not be Zero "0" and below "2%" of Minimum wages (Basic). (The Service Charges will remain fixed for the whole tenure)	1.00	Nos			0.00 INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only	

Important points

- 1) The Lowest One (L1) will be decided/considered on the service charges for one security guard (in Rupees) of BOQ file. In case, more than one agency has quoted L1 rates, then L1 will be decided as per sub-clauses mentioned in 5.4.7. If there is ambiguity in the calculation, the bid will be rejected.
- 2) The administrative/service charges will remain fixed during the contract period as well as for during extended contract period, if any.
- 3) The quoted rates shall include all applicable taxes, duties, VAT/GST, insurance, customs duty etc. as applicable and no extra shall be payable on this account. Vague offers such as customs duty extra, cartage extra, tax extra, etc. shall not be accepted. Any extra taxes, duties, or levies not written in the above table but written separately at any other place in the bid document shall not be considered and the tenderer shall bear it.
- 4) The bidder is liable to pay the minimum wages as per Govt. of NCT, Delhi orders as revised from time to time. The bidder is also liable to pay EPF/ESI/Bonus Contribution as per orders/rules of Govt. of India and revised from time to time.
- 5) The tentative requirement of deployment of security staff may be decreased or increased as per requirement of the College.
- 6) **Service charge should not be less than 2% of the minimum wages (basic pay) per security guard, as given in Annexure III, Part 1, S.No 1.**
- 7) Necessary recoveries of all Government levies/Taxes i.e. GST etc. as applicable from time to time and wherever required the same shall be charged to the agency.
- 8) The above quantities, wherever indicated are only for the purpose of evaluation. The requirement may increase or decrease and the decision of SGND Khalsa College in this regard shall be final and binding on the contract awarding agency.

Signature:

Name & Designation:



Name of the Security agency (Seal)

Date:

Annexure - III

**FORMAT FOR DETAILS OF CONTRACTS SUCCESSFULLY HANDLED DURING
LAST THREE YEARS**

Details of contracts with Central Govt./State Govt/ Central Universities or State Govt. Universities/ Affiliated or Constituent colleges/ Autonomous Bodies/ Government Public Sector Undertaking handled by the tendering agency for providing Security services during the last three years (2019-20, 2020-21, 2021-22) in the following format.

(Please enclose attested copies of the work/contracts awarded during the last three years)

S. No	Details of client along with address and contact details	Duration of Contract	Amount (Lakh per year)

(If the space provided is insufficient, a separate sheet may be attached).



Annexure – IV

PROFORMA FOR DETAILS OF THE WORKING SECURITY GUARD

S. No	Employee Code	Name of Employee	Designation	Date of Birth	Experience yy/mm/dd	EPF Number	ESI Number	Place of posting



Annexure – V

DECLARATION AND UNDERTAKING FOR BLACKLISTING

(To be given on Company letterhead)

To
The Principal
Sri Guru Nanak Dev Khalsa College
University of Delhi
Dev Nagar, Karol Bagh
Delhi 110005

Sir,

We, the undersigned bidder, having carefully read and examined in detail the Terms and Conditions and all tender document each and every page in regard to the providing of the Security Services at SGND Khalsa College. We accept all the terms & conditions mentioned in the tender document and also do hereby declare:

1. That we have not been blacklisted/debarred by CBI or any law enforcement agencies/Government organization/Department/Autonomous Bodies/Public Sector 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, signed and sealed so as to prevent any subsequent alteration and replacement.
3. That 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 to contract offer, if selected, I/We agree that SGND Khalsa College, without prejudice to any other right or remedy available to the College, 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.
4. That the information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law

For and on behalf of the firm (Firm's Name & Address) (Signature of Authorized Signatory)

Name:

Date:

Designation:

Place:



Annexure – VI

PRICE BID UNDERTAKING
(To be given on Company letterhead)

From: (Full name and address of the Bidder)

To,
Principal
Sri Guru Nanak Dev Khalsa College
University of Delhi
Dev Nagar, Delhi

Dear Sir/Madam,

1. I submit the Price Bid (Bill of Quantities) for _____ and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid, BoQ, inclusive of all applicable taxes.

Yours Faithfully,

Signature of the Authorized Representative



Annexure – VII

<Stamp paper of requisite amount>

AGREEMENT FOR PROVIDING SECURITY SERVICES

THIS AGREEMENT is made on _____ (date) between Sri Guru Nanak Dev Khalsa College, Delhi-110007, through its Principal, Sri Guru Nanak Dev Khalsa College (hereinafter referred to as "College") AND M/s _____ with registered office at _____ through its authorized signatory Mr./ Ms. _____ (hereinafter referred to as "Contractor") and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS the Contractor has tendered for providing Security Services to Sri Guru Nanak Dev Khalsa College, University of Delhi as per all the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the Contractor has deposited with the Tendering Authority the sum of Rs. _____ (amount in words) as security deposit for the fulfilment of this Agreement.

The tender documents including the notice letter, inviting tender, instruction to Bidder, General Conditions of Contract, Special Conditions of Contract, corrigendum/ addendum if any, Bill of Quantities (BOQ)/ Price schedules, General obligation, Specifications, Time schedule of completion of jobs, Acceptance of Letter of Intent/ Award letter/ Work order and any statement of agreed variations, if any, shall be read as "*Mutatis Mutandis*" form part of this Contract, though separately set out herein and are included in the expression "the Contract" wherever herein used.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

- i. This Agreement shall come into force with effect from _____ and shall remain in force till _____.
- ii. That the Contractor shall carry out/ execute the work of Security Services more particularly described in the Tender specifications read with Scope of Work, General terms and conditions and various declarations submitted as part of bid by the Contractor which form a part of the Contract.



- iii. That the Contractor has accepted the contract on all the terms and conditions set out in the tender notice no. _____ dated _____, which shall hold good during period of this agreement.
- iv. That in consideration of payments to be made to the Contractor by the College in accordance with Work order dated _____ given by College prior to this agreement, the Contractor hereby covenants and undertakes with College that the Contractor shall execute and carry out the work in conformity, in all respects with the terms and conditions specified in this Agreement and the documents submitted by him, governing the same.
- v. That the Contractor had already carefully examined the workload specified in the tender document, this Agreement and the documents submitted/ governing the same and also to have satisfied himself/ herself as to the nature and character of work to be executed by him/ her.
- vi. That the Contractor shall carry out the services of the said work to the complete satisfaction of the officer nominated by the College for this purpose.
- vii. That the College shall be entitled to deduct income tax or such other taxes as provided in the Income Tax or law of land from the Contractor's bill or otherwise.
- viii. That it is hereby agreed by and between the parties that non-exercise, for bearance or omission of any of the powers conferred on the College and/ or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to College or Contractor's obligations shall remain unaffected.
- ix. That the Contractor shall duly comply in all respects, with the provisions of all Statues, Rules and Regulations applicable to it and/ or its employees including but not limited to the Minimum Wages Act, Employees Provident Fund and Miscellaneous Provisions Act, Employees State Insurance Act, Payment of Bonus Act, Contract Labour (Regulation & Abolition) Act or other Statutory Rules, Regulations, Bye-Laws as applicable or which become applicable in future as amended time to time.
- x. That the payments made to the Contractor's employees or otherwise, under Statutory obligations, on behalf of the Contractor, shall be liable to be adjusted/ recoverable from the payments accrued to the Contractor.
- xi. The Agency shall submit the proof of having deposited the amount of contribution claimed by it on account of ESI & EPF towards the persons deployed for security services at the 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 withheld till submission of required documents.
- xii. That all documents signed/ submitted/ agreed upon by the Contractor specified in the tender document and various declarations submitted as part of the bid, will form part of this Contract.



- xiii. That the Contractor shall at all times be solely responsible and/or liable to issue and maintain adequate insurance for the life and safety of its employees and shall ensure that the said insurance policies do not lapse.
- xiv. That the Contractor shall indemnify and keep indemnified the college against all claims, demands, suits and proceedings whatsoever that may be brought or made against the College by or behalf of any person, body authority, whomsoever and all penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatever nature which the College may now hereafter be liable to pay or sustain by virtue of or as a result of the performance or non-performance by the Contractor of any of the terms and conditions of this Agreement or applicable laws.
- xv. That the Contractor hereby agrees that it shall not assign or transfer or sub-contract this Agreement or part thereof to any third party under any circumstances.
- xvi. That upon breach by the Contractor of any of the conditions of the agreement, the Tendering Authority/ College may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the College to claim damages for antecedent breaches thereof on the part of the Contractor and also to reasonable compensation for the loss occasioned by the failure of the Contractor to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation) payable by the Contractor to the College.
- xvii. That upon the determination of this agreement whether by effluxion of time or otherwise, the said deposit shall after the expiration of two months from the date of such determination be returned to the Contractor but without interest and after deducting there from any sum due by the Contractor to the Government under the terms and conditions of this agreement.
- xviii. That the Tendering Authority may give notices in connection with the contract, in consideration of the payments to be made by the College to the Contractor as hereinafter mentioned the Contractor hereby covenants with the College to provide the Services and to rectify defects therein conformity in all respects with the provisions of the Contract.
- xix. That the employees deployed by the Contractor shall have no relation with Sri Guru Nanak Dev Khalsa College and further confers not any claim for regular appointments. The work is purely on contract basis and will remain valid till end of this agreement.
- xx. That subject to circumstances beyond control the contractor fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority/ College shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without cancelling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.
- xxi. Notwithstanding anything contained herein above, the College shall have the right to terminate this Agreement at any time during its existence by giving “THIRTY DAYS” notice to the Contractor without assigning any reason and the College shall be entitled to recover any money becoming due under this Agreement from the Contractor.



- xxii. Any dispute or difference of any nature whatsoever regarding any right, liability, act, omission of either of parties hereto arising out of or in relation to this agreement or any matter incidental thereto shall be referred to the arbitration of a single arbitrator as per the provisions of the *Arbitration & Conciliation Act, 1996*, as amended from time to time. The parties shall bear the costs of such arbitration in equal shares. Such arbitration shall be held at Delhi and the Courts at Delhi alone shall have the jurisdiction to deal with the arbitration proceedings and the awards in accordance with law and language shall be English.
- xxiii. In the event of action to be taken, the Contractor shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.
- xxiv. No amendment or modification of this Agreement shall be valid unless the same is made in writing and signed 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.

IN WITNESS WHEREOF the parties hereto have signed these papers on the date, month and year as mentioned here under.

WITNESS For and on behalf of Agency

For and on behalf of SGND Khalsa College

1.

1.

2.

2.