

Cost Rs. 500/-

Tender Enquiry No. S-1009/15-A-S (Contract Services) Dated: 19-06-2017



TENDER DOCUMENT

For

Security Services

In

SURVEY OF INDIA

NEW DELHI

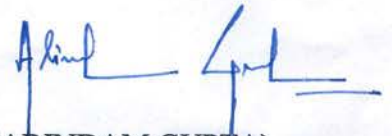
TO BE SUBMITTED BY 14/07/2017 (1500 Hrs)
Total No. of pages of Tender document = 27 pages

**Directorate of Survey (Air) & DGDC
Wing-IV, IInd Floor, West Block-IV
R.K.Puram
New Delhi-110066
Phone No. 26107795, 26108392**

NOTICE INVITING OPEN TENDERS

Sealed Tenders, duly super scribed "Tenders for Providing Security Services at Survey of India" and addressed to The Director Survey & (Air) & DGDC are invited so as to reach by 1500 Hours on 14/07/2017. The tenders can also be deposited in the Tender Box kept near Reception, Ground Floor, Directorate of Survey (Air) & DGDC, West Block No. IV, R.K. Puram, New Delhi-110066 not later than 1500hours on 14 /07/2017. Tenders will be opened on the same day on date 14/07/2017 at 1530 hours in the presence of the tenderers or their representatives who may like to be present.

2. Detailed information / terms and conditions can either be downloaded from Survey of India's Website: www.surveyofindia.gov.in or can be obtained from the office of the Director Survey (Air) & DGDC, West Block-IV, R.K. Puram, New Delhi-110066 on all working days from 1000hrs to 1700hrs till 14/07/2017 (1200 hrs).



(ARINDAM GUPTA)
Lt Col
Suptdg. Surveyor
Director (Current Duty)

SECTION-I

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DIRECTORATE OF SURVEY (AIR) & DGDC

SURVEY OF INDIA

WING-IV, IIND FLOOR, WEST BLOCK-IV

R.K.PURAM, NEW DELHI – 110066

Phone No. 26107795, 26108392

DOMESTIC COMPETITIVE BIDDING
(Through call of open Tenders)

Tender No. S-1009/15-A-S (Contract Services)

Dated: 19-06-2017

Name of Work	Providing Security Services at two office complex of Survey of India at New Delhi
Estimated value of contract	Rs. 38,50,000/-
Earnest Money Deposit	Rs. 1,75,000/-
Last Date & Time for receipt of Bid	14/07/2017 at 1500 hrs.
Time and Date of Opening of Technical Bid	14 /07/2017 at 1530hrs.
Place of opening of Technical Bid	Conference Room IInd Floor, Wing-IV West Block –IV, R.K.Puram, New Delhi-110066
The tender documents can be obtained from:	The Director Survey (Air) & DGDC Wing No. IV IInd Floor, West Block IV, R.K Puram. ND-110066
Tender document can be submitted at:	Tender Box kept near Reception, Ground Floor, Directorate of Survey (Air) & Delhi GDC from 0900 hours to 1730 hours (upto 1500hours, on 14/07/2017)
Tenders addressed to:	The Director Survey(Air) & DGDC, Wing IV IInd Floor, West Block –IV, R.K.Puram, New Delhi. – 110066

SECTION-11 **INVITATION FOR BID**

The Director Survey (Air) & DGDC, Survey of India, Wing No. IV, IInd Floor West Block-IV, R.K.Puram, New Delhi,-110066 invites sealed bid from the eligible registered security agencies for providing Security Services at following locations.

1. MT Garage, Directorate of Survey (Air) & DGDC
West Block-IV, R.K.Puram, New Delhi.
2. Field Wing, Directorate of Survey (Air) & DGDC
Pushpa Bhawan, Madangir Road, New Delhi.
3. The Director, Western Printing Group
Survey of India, Near Palam Railway Crossing
Palam Village Road, Delhi Cantt.-110010.

The scope of work includes providing round the clock Security Services with requisite Nos. of Security Guards at the above locations on all days of weeks including Saturday, Sunday and national holidays. The details of the security points and the requirements are as under:

Security Point	Duration	Approx No. of Security Guards.
1. MT Garage, West Block IV R.K.Puram, New Delhi	24 Hours	3
2. Field Wing, Ground Floor, Pushpa Bhawan Madan gir Road, New Delhi	24 Hours	3
3. Western Printing Group Delhi Cantt. – 110010.	24 Hours	10

1. The Security Agencies whether empanelled with Director General of Resettlement (DGR), Ministry of Defence or other Registered Security Agencies (both) must possess valid license of Govt of Delhi to provide Security Services under the rules of Private Security Agencies (Regulation) Act 2005.
2. The Service Contractor or the Agency should have experience in Security Services for a period of three years.
3. The earnest money deposit (EMD) of Rs. 1,75,000/- by means of Demand Draft drawn in favour of “Establishment & Accounts Officer, DSA & DGDC” payable at New Delhi shall be submitted along with the tender documents.
4. The contract will be awarded initially for a period of one year. The Competent Authority reserves the right to reduce the contract period or extend the contract on mutual consent on the same rates, terms and conditions.
5. The bid document can be downloaded from www.surveyofindia.gov.in

6. The tender form can be obtained from the above mentioned address between 1000 hrs to 1700 hrs on all working days of the office on payment of non – refundable fee of Rs.500/- By DD drawn in favour of Establishment & Accounts officer DSA & DGDC, payable at New Delhi or can be downloaded from Survey of India's Website **www.surveyofindia.gov.in** Cost of Rs. 500/- in the form of DD in case of downloaded document from the website should be enclosed along with the tender at the time of submission.
7. The Sealed tenders complete in all respect shall be submitted in the tender box kept near Reception, Ground Floor of the Directorate of Survey (Air) & DGDC, Survey of India, Wing No. IV, IInd Floor West Block-IV, R.K.Puram, New Delhi-110066 upto 14/07/2017 at 1500 hrs and the technical bid will be opened on 14/07/2017 at 1530 hrs at Conference Hall, 2nd Floor, Wing No. IV, West Block-IV DSA & DGDC, Survey of India, R.K.Puram, New Delhi-110066.

SECTION III
INSTRUCTION FOR BIDDERS

1. The bidder is expected to examine all instructions, forms, terms and conditions and specification in the bidding documents. Failure to furnish information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will result in rejection of bid.
2. The bidder is required to provide the profile of his organization and other details.
3. The Technical Bid (PART-A) submitted by the bidder shall include the following:
 - (a) The Security Agencies whether empanelled with Director General of Resettlement (DGR), Ministry of Defence or other Registered Security Agencies (both) must possess valid license of Govt of NCT of Delhi to provide Security Services under the rules of Private Security Agencies (Regulation) Act 2005 and must attach photocopies of above license and also registration certificate.
 - (b) Copy of audit balance sheet, Profit and Loss Account of the bidder for the previous two financial years 2015-2016 and 2016-2017 and income tax return particulars for the previous two financial years (2015-2016 and 2016-2017).
 - (c) A copy of PAN CARD.
 - (d) Photocopy of Registration Certificate from Registrar of companies Act 1956.
 - (e) Copy of Registration (Form 'C') from Department of Labour, Govt. of NCT Delhi. having jurisdiction over the territory in which services are sought to be provided by the Agency under this contract. In case the agency is exempted from obtaining such Registration or approval or order from the Labour Commissioner, the agency is required to produce an affidavit signed by the authorized signatory of the agency that their firm is exempted & is not required to obtain any such Registration or approval or order from the Labour Commissioner.
 - (f) Copy of valid EPF registration particulars, ESI, Sale Tax, Registration Certificate, Service Tax / GST Registration Certificate etc.
 - (g) Information regarding any litigation in the form of certificate, current or during the last five years in which the bidder was involved, the opposite party(s) and the disputed amount.
 - (h) Details regarding any work order that was abandoned at any stage prematurely terminated or resulted in ordinate delay along the reason for the same (Copies of relevant documents to be enclosed)
 - (i) Earnest Money Deposit (EMD) of Rs. 1,75,000 /- and Tender Document fees for Rs. 500/- by means of DD drawn in favour of "Establishment & Accounts Officer, DSA & DGDC New Delhi" and Payable at New Delhi.
 - (j) Certified copies of single work order each of Rs. 20 lakh or above during last three years.

4. Sealing and Marking of Bids.

- (a) The Technical Bid along with EMD and requisite documents listed in (Para 3 above) shall be placed in sealed envelope super scribed "Technical Bid". The Price Bid shall be kept in a separate sealed envelope super scribed "Price Bid". Both the envelopes shall then be placed in one single sealed envelope super scribed. "Bid for providing Security Services at Survey of India offices located at New Delhi" and shall be addressed to the following (not by any name) :-

Director Survey (Air) & DGDC,
SURVEY OF INDIA
Wing No. IV, IInd Floor, West Block-4, R.K.Puram
New Delhi-110066.

The bidder name, telephone number and complete mailing address shall be indicated on the cover of the outer envelope.

- (b) Both the inner envelopes super scribed "Technical Bid" and "Price Bid" shall have the name and address of the Bidder so that if required, they may be returned to the bidder without opening them.
- (c) If the outer and inner envelopes are not sealed and marked as required, the Director Survey (Air) & DGDC will have no responsibility for the bid's misplacement or premature opening.
- (d) If for any reason, it is found that the Technical Bid reveals the Price bid related details in any manner what-so-ever or the price bid is enclosed in the envelope, Super scribed, "Technical Bid", the bid documents will be summarily rejected in first instance itself.
- (e) All the bid documents submitted shall be serially page numbered and contained the table of contents with page numbers.

5. Deadline for submission of Bids:

- (a) Bids must be received by The Director Survey (Air) & DGDC at the address specified not later than the time and date specified in the invitations for Bids. In the event of the specified date for submission of Bids being declared a holiday for unforeseen reason, the bids will be received up to the appointed time on the next working day.
- (b) The Director Survey (Air) & DGDC, may at his discretion, extend the deadline for submission of Bids which will be binding on all the bidders.
- (c) Any bid received by the Director Survey (Air) & DGDC, after the deadline, for submission of bids prescribed by the SOI in the bid document, will be rejected and will not be opened.

6. **Modification and withdrawal of Bids.**
 - (a) The bidders may modify or withdraw their bid after the submission of bid, provided that written notice about to modify or withdrawal is received by SOI prior to deadline prescribed for the submission of bids.
 - (b) Bidder's modification or withdrawal notice shall be prepared, marked and dispatched in a sealed envelope. A withdrawal notice shall be through a signed confirmation by the bidder. The SOI will not receive it after the deadline of the submission of bids
 - (c) Bid withdrawn in the intervening period of deadline for submission of bids and the expiry period of bid validity specified by the bidders on the bid form will result forfeiture of his EMD.
7. Bids shall remain valid for 90 days after the date of opening prescribed by the SOI. A bid valid for shorter period shall be rejected by SOI as non responsive.
8. In exceptional circumstances the SOI may request the bidder's consent for an extension of the period of validity. The request and the response there to shall be made in writing. A bidder may refuse the request without forfeiting his EMD. A bidder granting the request will not be permitted to modify the bid.
9. **Opening and Evaluation of Technical Bids.**
 - (a) The Board of offices appointed by Director, DS(A) & DGDC will open all the Technical Bids in first instance on the appointed date, time and venue.
 - (b) During the evaluation of the bids, SOI may at its discretion, ask the bidder for clarification of his bid. The request for clarification and response shall be in writing.
 - (c) No bidder shall contact SOI at any matter relating to its bid from the time of the bid opening to the time the purchase order is placed. If the Bidder wishes to bring additional information to the notice of the SOI, it shall be done in writing. However, all bidders are strongly advised to furnish all information in the bid it-self.
 - (d) Any effort by a bidder to influence the SOI, in its decision on bid evaluation, bid comparison or purchase order decision, will result in rejection of bid.
10. **Opening and evaluation of Price Bids:**
 - (a) The price bid of only those bidders who has qualified in technical bid evaluation process will be considered.

- (b) Rates shall ensure compliance of following statutory obligations.
- Contract labour (Regulation and Abolition) Act, 1970.
 - Employee State Insurance Act and rules made there under.
 - Minimum Wages Act, 1948 & Payment of Bonus Act 1965 there under.
 - EPF (Misc Provision) Act 1952 and rules made there under.
 - Any other labour legislate that may become applicable during the contract period.
 - And Industrial Safety Rules.
- (c) Price shall be quoted in Indian Rupees only.
- (d) Arithmetical errors will be verified on the following basis: if there is discrepancy between word and figure, the higher of the two shall be taken on bid price. If there is any other discrepancy, the figure leading to the determination of the higher amount shall be adopted. If the bidder does not accept the correction of errors, as aforesaid, his bid will be rejected.
- (e) If a firm quotes “Nil” against service / profit charges, the bid shall be treated as non-responsive and will not be considered.
- (f) **SOI reserves the right to allot the final contract to any agency even if the prices are not lowest, depending upon the past experience, reputation and quality of work done previously by the agency.**

11. Payment Terms:

The SOI shall make the contract payment as per the payment schedule mentioned below:

- (a) Payment shall be made to the agency for the Security Services work executed in the preceeding month, after submission of bill in duplicate duly completed in all respects. The payment of work shall be released after satisfaction work certificate during the month which will be given only after producing attendance record, copies of Acquaintance roll, and proof of payment of wages to the Security personal. Inadequate provision of Security Guards will attract deduction at pro rata basis from the work bill towards compensation. The decision of Competent Authority shall be final and binding in this regard.
- (b) If the performance of the Security Guards provided by the Agency is not found satisfactory, Director concerned shall have the powers to terminate the contract with one month's notice. Upon such termination security deposit of the agency shall be liable to be forfeited.

- (c) If at any time the scope of work for which this job has been awarded is reduced/abandoned the payment value of this job order shall be reduced on pro rata basis by the SOI and the decision of Competent Authority shall be binding on the Agency.
- (12) The SOI reserves the right to accept or reject any bid due to any reasons whatsoever.
- (13) The Bidder shall sign his bid with the exact name of the concerned to which the contract is to be awarded.
- (14) The Bid documents filed by the bidder shall be typed or written in indeblialle INK. No over writing or cutting shall be permitted.
- (15) In case the bid documents submitted has deviations from specifications of terms and conditions prescribed, the bidder shall describe them in Technical Bid separately and prominently (even though the deviation may not be mentioned). It must be ensured that the price related deviations are not indicated in the Technical Bid in any manner. The SOI reserves the right to reject the bid having deviation from the prescribed terms and conditions.
- (16) It will be the sole responsibility of the bidder alone to execute the entire contract on his own.
- (17) Prior to the submission of Bids the bidder/authorized representative can personally inspect the SOI offices located at New Delhi at following addresses at his own cost and under prior intimation.

- 1 MT Garage
Directorate of Survey (Air) & DGDC
Survey of India, West Block-IV
R.K.Puram, New Delhi-110066

2. Field wing
Directorate of Survey (Air) & DGDC
Pushpa Bhawan, Madangir Road
New Delhi.

3. Western Printing Group
Survey of India, Near Palam Railway Crossing
Palam Village Road, Delhi Cantt.-110010.

This is necessary to enable the bidder to gather all the information. so as to prepare the Bid accurately after taking into consideration all the relevant factors. Submission of Bid will therefore be considered as meeting the requirement of the bidders having fully read and understood the tender documents and the scope the work prescribed therein.

18. The contract shall be deemed to have been concluded in Delhi for all purpose and therefore, Court of India, at DELHI will have exclusive jurisdiction to determine any unresolved dispute with respect to this contract.
19. Making misleading or false representations in the bid document will lead to disqualification of the Bidders at any stage.
20. Where the bid has been signed by the Authorized Representation on behalf of the concerned, the bidder shall submit a certificate of authority and any other documents consisting adequate proof of the ability of the signatory bind of the bidders to the contract. SOI may out rightly reject the bid, which is not supported by adequate proof of the signatory's authority.
21. Security Guards must be trained personnels so as to be deployed on security guards duty.

Note :- (i) All pages of Tender Bid must be serially numbered.

(ii) Pages of required documents / relevant certificates must be shown in Check List
SECTION - IX

SECTION – IV

TERMS AND CONDITIONS OF CONTRACT

1. No alteration shall be made in any terms and conditions of the bid documents by scoring out. In the submitted bid, no variation in the condition shall be admissible Bids not complying with the term and conditions listed in this section are liable to be ignored.
2. A sum of Rs. 1,75,000/- (Rupees One Lakh & Seventy Five Thousand only) must be deposited as Earnest Money Deposit (EMD) and Rs 500/- for Tender Document fees by means of Bank Demand draft drawn in favour of “Establishment & Accounts Officer, DSA & DGDC, New Delhi.” and must accompany the technical bid in the sealed envelope without which the bid will be rejected. The said amount will be forfeited, if the successful bidder fails within the time fixed by the SOI to sign the contract on terms contained in the Bid documents. The successful bidder will submit a performance guarantee, within 15 days after the receipt of letter of indent @ 10% of the tendered value of contract. The performance guarantee will be refunded to the Agency on completion of contract period without interest after deducting liabilities if any. For other bidders, the earnest money deposit will be returned within 20 days of the completion of the financial evaluation for the tender.
3. No bid will be considered unless and until all the pages / documents comprising the Bid are properly signed and stamped by the person authorized to do so.
4. In the event of bid being accepted, the bid will be converted into contract, which will be governed by the terms and conditions given in the bid documents. The instruction to bidders shall also form part of the contract.
5. The terms and conditions of contract given in Section II & IV along with the instructions for Bidder in Section-III shall be signed and returned in the envelop marked as “Technical Bid”, otherwise the tender will be rejected.
6. All above conditions will be enforced, unless written order of SOI is obtained relaxing any specific condition in any specific instance.
7. The SOI does not bind itself to accept the lowest bid.
8. Any change in the constitution of the concern of the Agency shall be notified forthwith by the Agency in writing to the SOI and such changes shall not relieve any former member of the concern from any liability under the contract. No new person shall be accepted into the concern by the Agency in respect of this contract unless he /they agree to abide by all the terms and conditions of the contract.
9. The Agency shall acknowledge that it has made it-self fully acquainted with all the conditions and circumstances under which the supplies required under the contract will have to be made or furnished and the terms, clauses and conditions, specifications and other details of the contract and supplies. The Agency shall not plead ignorance or any matter as an excuse for the deficiency in service or failure to performance or with a view to asking for increase of any rates agreed to the contract or to evading any of its obligations under the contract.

10. In the event of the Agency failing to fulfill or committing any breach of any of the terms and conditions of this contract or indulge in the following omissions or commission then without prejudice to the SOI rights and remedies to which otherwise, SOI shall be entitled, the contract shall be terminated forthwith, forfeit the security deposits and to blacklist the agency and to execute the work or arrange otherwise at the Agency's risk at the absolute direction of the SOI. The cost of such work together with all incidental charges or expenses shall be recoverable from the Agency.
 - (a) If the Agency or its agent or employees are found guilty or fraud in respect of contract or any other contract entered into by the Agency or any of his partners or representatives thereof with the SOI,
 - (b) If the Agency or its agents or employees attempt to or indulge in giving, promising or offering any bribe gratuity, gift, loan perquisite, reward or advantages pecuniary or otherwise to any person in the employment of the SOI. or
 - (c) If the agency or any its partner becomes insolvent or applies to relief as insolvent debtor or commence any insolvency proceedings or makes any composition with its/their creditors or attempts to do so; or if.
 - (d) At any time during the pendency of the contract it comes to the notice of the SOI that the agency has misled it by giving false/incorrect informations.
11. The Agency will be responsible for the conduct of all workers deployed by it and will be legally liable for any harm or loss arising to any person whomsoever, in whatever form, from any misconduct or any act of negligence, omission or commission, whether, intentional or otherwise, of the Agency or any of the workers, agents and other deployed by the agency in the course of providing any service stated in this contract, and will bear full responsibility and cost of the same. The SOI will not be liable for any loss or harm to any person within or outside SOI campus from any act of omission or commission of any of the workers agents any other deployed by the Agency in the course of providing any services stated in this contract.
12. The SOI shall not be liable for any compensation, claim or damage etc, due to any accident, injury, or harm to any persons deployed by the Agency or death due to accident or otherwise which may arise out of any circumstances related or unrelated with their duties at SOI, The SOI shall be indemnified by the Agency for all such claims.
13. Without prejudice to the proceeding term of contract the agency will be liable to reimburse the SOI of any cost of legal liability penalty fines imposed on the SOI by any authority, because of any misconduct or any act of omission or commission whether intentional or otherwise of the agency or any of the workers sub Agency's agent any other deployed by the Agency in the course of providing any service stated in this contract.
14. It shall be responsibility of the agency to comply with the provision of various Labour Laws. The agency shall faithfully discharge all the liabilities under the labour law. The agency shall indemnify the SOI against the claim arising out of non - fulfillment of obligations by him under the various labour laws.

15. The agency shall be solely responsible for compliance with all statutory law/rules/regulations of NCT Delhi Govt. / Govt. of India such those concerning PF, ESI, Labour Law, Minimum wages etc. The Director Survey (Air) & DGDC shall not be liable for any contravention/non compliance on the part of the Agency. Any contravention/non compliance on the part of the agency would be constructed as sufficient ground for termination of the contract at the discretion of the SOI. Notwithstanding, in the event of the SOI being imposed with any penalty/fine etc, by any agency/authority due to non-compliance/contravention on the part of the Agency to any statutory laws/rule/regulation etc, the SOI reserve the right to recover such fine/penalty etc from the Agency by way of recovery from the bills raised by the Agency or by any other means.
16. Rates fixed once as per the price bid shall remain valid for the contract period. Agency is fully responsible to pay wages etc to their employee as per the minimum wages etc revised by NCT Delhi Govt. / Govt. of India from time to time during the contract period. The Director Survey (Air) & DGDC will not bear for any increase in the wages etc during the contract period.
17. The Director Survey (Air) & DGDC may discontinue the contract at any point-of time, by giving a notice at least 30 days before the intended date of discontinuation, and will not be liable to any additional charges or compensation payable to Agency or any other person.
18. The Agency may discontinue the contract at any point of time by giving a notice at least 60 days before the intended dated of discontinuation. But it will lead to forfeiture of its Security Deposit submitted by it, in case of discontinuation without a notice or a notice less than 60 days prior to the intended date of discontinuation. The Director Survey (Air) & DGDC will have the right to claim damages, and recover them from the payment due to the Agency or by any other means, in addition to forfeiting the security deposits by Agency.
19. Employment cards must be issued to the employees and their wages must be paid to them on acquaintance roll. Before submission of bill by the Agency to Director Survey (Air) & DGDC / DWPG for payment against the jobs carried out by the Agency a certificate will have to be submitted by the Agency of having paid in full the wages to the workers employed by the Agency.
20. The Agency has to maintain all the relevant- register/record as per the laws related with labour engagement etc. An affidavit on a non judicial stamp paper of appropriate value to the effect that Agency will be entirely responsible for fulfilling all the statutory obligation under different status like workmen compensation Act, Contract Labour (Regulation & Abolition) Act, ESI Act, PF Act, Bonus Act, Gratuity Act, for the workers employed by the Agency on the job will be submitted by the agency before execution of the contract agreement. The workers employed by the Agency will not be treated as the employees of the Director Survey (Air) & DGDC for any purpose whatsoever.
21. The Agency shall be required to enter into an agreement on an non judicial stamp paper of not less than Rs. 150/- for a period of one year within 7 days of receiving the intimation/letter of indent and to start the work within 7 days of the signing of Deed/Agreement.

22. All Disputes at Jurisdiction of Delhi Court.
23. Security Guards must be competent persons to be deployed on security guards duty.
24. The Services Contract or the Agency shall have experience in Security Services for a period of three years of value not less than 20 Lakh per annum in single order executed with Central/State Govt., Govt. undertaking funded by Govt.
25. If a firm quotes “Nil” against service / profit charges, the bid shall be treated as non-responsive and will not be considered.
26. After awarding the contract the Agency must be submitted Police Verification Certificate of all the Security Guards which are to be employed in this office on contract bases and Security Guards should be Indian National.
27. Monthly bill of Security Guards will be sent to this office on completion of each month and payment will be released on the basis of satisfactory performance report for the concerned month. Agency must submit the photocopies of the P.F. Number, ESIC Number, Identity Card, Muster Roll Acquaintance Roll Bank Account Nos. Name of Bank, branch etc. of deployed Security Guards to this office and ensure that the monthly salary payment must be made to the deployed security guards by cheque only. Photocopies of the cheques may be sent to this office and also send the copies of the challan regarding deposit the Provident Fund etc.
28. All relevant documents related to payment of Bonus to the Security Guards must be submitted to this office as and when paid to them by the firm.

29. **ARBITRATION**

In the event of any dispute arising with regard to any of the clauses mentioned herein before the same shall be referred to the Director, Survey (Air) & DGDC and his/her decision shall be final and binding upon the parties of this agreement. Notwithstanding whatsoever stated above and in case of any controversy regarding the scope of work or any other terms & conditions for tender, the decision of the Director, Survey (Air) & DGDC shall be final and binding in this regard.

Read and accepted.

Signature and Stamp of the Bidder
or Authorized Signatory

Date :

Place :

SECTION –V
SCOPE OF WORK

The Agency shall provide round the clock Security Service at SOI offices located in New Delhi with requisite Security Guards on all days including Saturday, Sundays and National holidays. Address of the 3 office premises are :-

Sl. No.	Security Point	Duration	No. of Security Guards
1.i)	M. T. Garage Directorate of Survey (Air) & DGDC West Block-IV, R. K. Puram New Delhi-110066	24 Hours	3
ii)	Field Wing, Directorate of Survey (Air) & DGDC Ground Floor Pushap Bhawan, Madan gir Road, New Delhi-110062	24 Hours	3
iii)	Western Printing Group Near Palam Rly Crossing Palam Village Road, Delhi Cantt-10	24 Hours	10

- The Agency shall provide round the clock high standard security on a 24 X 7 basis on all the days to safe guard the premises and assets of SOI. The Agency shall ensure full security to the SOI premises and its property from pilferages and maintain the standard security norms to protect the above premises from other unsecurities and agency is fully responsible to pay extra wages etc to their employees as working in Saturdays, Sundays and National Holidays etc.
- The Agency shall ensure proper looking of premises common areas etc, in case of any theft, breakage, pilferage of any fixture and a fitting, furniture equipments etc, the responsibility shall be of the security personnel and the security personnel shall report the same to the office immediately but at least within 24 hours. If after a departmental enquiry, it is found that the loss has occurred due to the negligence of the security guard/guards on duty, the SOI will have full powers to recover the loss in full or adjust from the dues of the Agency. The decision of the Competent Authority of SOI in this regards will be final and binding on the Agency.
- The SOI may increase or decrease the requirement of the manpower and the Agency shall be bound to provide/ adjust the personnel accordingly.
- The Agency shall submit bio data with identity proof & address proof of each security guard and security supervisor duly verified within 07 days of execution of contract agreement.

6. During surprise check by any of the authorized officers of SOI, if a particular guard is found negligent/sleeping/drunk on duty the agency will have to withdraw the guard from the premises forthwith. This may even entail cancellation/termination of contract for the rest of the period.
7. The Agency shall inform immediate identification and proper handling of unclaimed material or goods lying in nearby premises.
8. The Agency shall ensure immediate communication to SOI for any mishappening.
9. The Agency shall maintain proper register/ logbook of security personnel.
10. The Agency shall provide proper uniform, identity card, badges, whistle, lathi, emergency lamp, torch, umbrella, raincoat etc to supervisor and guards manning the SOI premises at location in New Delhi at their own cost.
11. All the Security Guards posted shall be in sound health and free from any contagious disease. They must be able to answers telephone calls and reply in courteous manner for the details sought.
12. The rotation of duties shall be effective at various locations inside complex. They should note down the entry & movement of the Vehicles, men & materials. They should collect the pass/delivery challans issued by the Officers in Charge for the out going and incoming materials/items.
13. The Security guards should maintain utmost vigil and shall be on round in the duty area allotted at frequent intervals of time. Any shortcomings in this issue will be dealt with seriously and action will be initiated which may include termination of contract. Any loss or theft of the property/valuables/plant & machinery/plants and trees fruits & flowers, etc. will be the sole responsibility of the Security Services Agency and proportionate cost will be deducted from the bills submitted for the month or payment due to the Agency will not be released.
14. The Security guards should not accept any Registered Post, Speed Post or any signed document from courier agency on any working day or holidays.
15. The behavior of the deployed manpower by the Agency for the security duty so awarded shall be decent in nature and they should cooperate with the officials, visiting guests, trainees and residents of complex. In case of any complaint on the issue or is found breaching this aspect, the said guard/supervisor shall be instantly removed from duty by the Agency and decision of the Director Survey (Air) & DGDC, will be final & binding on the Agency.
16. No accommodation shall be provided to the security guards or supervisor inside the complex. The agency may arrange suitable accommodation for their stay in nearby area.
17. The performance guarantee shall be kept in the custody of the office till the expiry of the contract & will bear no interest. The Performance Guarantee will be refunded to the Agency after deducting any financial liabilities, which the Agency owes to Survey of India. If the financial liabilities are more than the Performance Guarantee, the Agency will be legally bound to pay the balance liability within 7 days from the date of issuance of notice for discontinuance of the contract so awarded.

18. Income tax (TDS) as applicable will be deducted at source from each bill.
19. The work shall be executed as per the directions and to the satisfaction of the Officer in Charge.
20. No person below the age of 18 years shall be deployed on security work by the Agency.
21. The Agency shall have insurance coverage for their workers and follow all safety measures during the work execution. Any liability occurring during work such as accident, injury, loss of life, damage to the property, the same shall be compensated and made good by the Agency only and the office is not responsible in any manner.
22. The contract will be terminated by the competent authority if the Performance of the Agency is found un-satisfactory at any point of time.
23. **During the contract period, the Agency shall make salary & other payments to the Guards in time without waiting for the payments of the bill by SOI.**
24. Monthly payment to Security Guards must be paid by Cheque/ NEFT to their bank accounts only. Photo copies of cheque /EPF/ESI Identity Cards of security guards and Attendance roll may be sent to this office.

Read and accepted

Signature of the Bidder

SECTION-VI
TECHNICAL BID

(On the letter head of the concern submitting the bid)

To

The Director Survey (Air) & DGDC,
IInd Floor
West Block-IV
R.K. Puram
New Delhi-110066

Ref: Tender No. _____ Dated _____

Sir,

I/we hereby undertake to provide the Security Services at Survey of India, offices at R.K.Puram, Pushpa Bhawan, Palam as specified in the Bid/tender document and agree to hold this offer open for a period of 90 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.

- I/we shall have understood the Instructions to Bidders and Terms and Conditions of Contract as enclosed with the invitation to the tender and have thoroughly examined the specifications of services to be rendered and are fully aware of the nature of the services to be rendered and my/our offer is to supply the services strictly in accordance with the requirements.
- Certified that I/we have the experience of more than 3 years in providing security services and related works. Certified copies of at least single work-order each of values 20 Lakhs or above during last three years shall be enclosed with this bid.
- A detailed profile of the organization is enclosed with this bid. Other details required to be submitted with this bid as per the bid documents are also enclosed as follows:
 - (a) The Security Agencies whether empanelled with Director General of Resettlement (DGR), Ministry of Defence or other Registered Security Agencies (both) must possess valid license of Govt of NCT of Delhi to provide Security Services under the rules of Private Security Agencies (Regulation) Act 2005 and must attach photocopies of above license and also registration certificate.
 - (b) Copy of the audited balance sheet, Profit and Loss Account of the bidder for the Previous two financial years (2015-16 & 2016-17) and income tax return particulars for the previous two financial years (2015-16 & 2016-17).
 - (c) A copy of PAN card.

- (d) Photocopy of Registration Certificate from Registrar of companies Act 1956.
- (e) Copy of Registration (Form 'C') from Department of Labour, Govt. of NCT Delhi having jurisdiction over the territory in which services are sought to be provided by the Agency under this contract. In case the agency is exempted from obtaining such Registration or approval or order from the Labour Commissioner, the agency is required to produce an affidavit signed by the authorized signatory of the agency that their firm is exempted & is not required to obtain any such Registration or approval or order from the Labour Commissioner.
- (f) Copy of valid EPF registration particulars, ESI, Sales Tax Registration Certificate Services Tax / GST registration certificate and others certificate
- (g) Information regarding any litigation in the form of certificate, current or during the last five years in which Bidder was in involved, the opposite party(s) and the disputed amount.
- (h) Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).
- (i) Earnest Money Deposit (EMD) of Rs. 1,75,000/- by means of DD/Pay order drawn in favour of The Establishment & Accounts officer DSA & DGDC payable at New Delhi.
- (j) Tender document fees Rs. 500/- in DD in favour of the Establishment & Accounts officer DSA & DGDC payable at New Delhi.

- We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding order between us.

Yours faithfully,

Signature and stamp of the Bidder
Or Authorized signatory

Dated this _____ day of _____ of 2017
Address _____

Telephone _____
Fax _____
E-mail _____

Company seal

Signature of the bidder

SECTION-VII
PRICE BID

Having examined the bidding documents and having submitted the technical bid for the same, we, the undersigned, hereby submit the Price Bid for providing the Security Services at MT Garage, R.K.Puram, Field Wing, Pushpa Bhawan and Director Western Printing Group, Palam in conformity with the said bidding documents at the prices and rates mentioned in the enclosed offer.

The price quoted by us for the scope of work detailed in Section V of the bid document is as below:

Sl.No.	Description of work	Categories of Employment	The rates shall be conformity with provisions contained in the minimum wages Act. Rates must be quoted as per wages rules of NCT Delhi Govt./ Govt of India Rate per person per month (with bifurcation). Rates as per the price bid once fixed shall valid till contract period. (IN INR)	
1.	Providing round the clock Security Services by the guard Survey of India at MT Garage, R.K.Puram, New Delhi Field Wing Pushpa Bhawan and Director Western Printing Group, Palam, as detailed in the scope of work (Section V) including on Saturday Sundays, and National holidays as directed by the officers concerned of the office. The rates shall include all allowances of night duty, holidays and National Holidays and shifting charges etc. The rate shall be conformity with provisions contained in the minimum wages Act.	Security Guards	BASIC	<u>Amount</u>
DA %			<u>Rs.</u>	
EPF@.....%				
ESI@.....%				
SERVICE/Profit Charges				
Bonus				
Any Other Charges				
Service Tax / GST @.....%				
		Total		

Note : If a firm quotes Nil against Services charges the bid shall be treated as non-responsive and will not be considered.

2. In case the bidder wish to add an item for which he has to quote a rate, bidder is free to do so under row any “other charges, if any” with particulars of the item .

- We do hereby undertake that, in the event of acceptance of our bid, we will carry out the Security Service work as stipulated in the tender document and that we shall perform all the incidental services.
- We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communicate of acceptance within that time.
- We have carefully read and understood the terms and conditions of bid documents and its implications. We do hereby undertake to supply all the specified items of services.
- We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding order between us.
- We do hereby undertake that we are fully responsible to pay wages etc. to our employees as per minimum wages revised by Govt. of NCT Delhi/Govt. of India from time to time during the contract period.

Yours faithfully,

(Signature of authorized signatory)

Dated this _____ day of _____ of 2017

Telephone:
FAX
E-mail:
Company Seal

Signature of the Bidder

SECTION-VIII
AGREEMENT

ON-SITE SERVICES AGREEMENT FOR THE YEAR

This agreement is made on _____ -2017 between the Director Survey (Air) & DGDC, Survey of India, whose office is located at Wing No.-4 IInd Floor West Block-IV, R.K Puram New Delhi-110066 hereinafter referred to as “**DSA**”

And

M/s _____ . a registered company with registered office at.....
.....hereinafter referred to as “**Agency**” and both the parties as mentioned above set forth and agrees to abide by the following terms of this agreement.

1. SCOPE OF THE AGREEMENT

- 1.1 The Services under the Services Contract shall comprise of providing services as per the terms and conditions.
- 1.2 Scope of work and all the terms and conditions as mentioned in the Tender document No. S-1009/15-A-S (Contract Services) dated 19-06-2017 along with all the Annexures/Appendices as well as the technical bid and financial bid as submitted by **M/s** _____ is responsible to the tender notice invited by **DSA** form part of this contract.
- 1.3 Rate fixed once as per the price bid shall remain valid till contract period. The Agency shall be solely responsible for compliance with minimum wages act and all statutory law/regulations of NCT Delhi Govt./Govt. of India and also responsible for pay wages etc to their employees as wages, DA etc revised by NCT Delhi Govt. / Govt. of India from time to time during contract period Director Survey (Air) & DGDC will not bear for any increase in the wages etc during the contract period.
- 1.4 Services shall be provided at the following locations:
Directorate Survey (Air) & DGDC, Survey of India, R.K. Puram New Delhi / Field Wing Pushpa Bhawan / DWPG Palam.
- 1.5 Any of the contracts may be withdrawn/added at any time during the period of Services and charges will be paid pro-rata basis.
- 1.6 The relationship between **DSA** and the Agency shall be that of the ‘Principals’ and the ‘Service provider’ or ‘contractor’

2. COMMENCEMENT OF THE AGREEMENT AND TERMINATION

- 2.1 The contract will be initially for only one year from the date of signing of this agreement.
- 2.2 This Agreement may also be terminated by DSA forthwith at any time: if Agency fails to rectify major pending complaints that have become due and such failure continues for a period of thirty days.

Or

The Agency commits any other breach of this Agreement and if such breach is not remedied within forty five days of receipt from notice specifying the breach and calling upon the agency to remedy it.

Or

The agency goes into liquidation (not being a voluntary liquidation, for the purpose only of a bona fide reconstruction or amalgamation) or enters into any composition arrangements with its creditors or a receiver of its assets is appointed.

- 2.3 In case of any matter relating to terms and condition not specified in this Agreement, the same shall be decided by mutual agreement of DSA and the Agency.

3. AGREEMENT

- 3.1 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relation of employer and employee between the parties.
- 3.2 The Agency and DSA represent warrant and undertake that they have full powers and authority to enter into this Agreement and perform on the obligations they have assumed there under. The parties further represent, warrant and undertake that there are no restrictions what so ever preventing them from performing their obligations of entering into this Agreement.

4. NOTICES

Any notice to be given under this Agreement shall be in writing and sent by facsimile transmission or forwarded by registered post to the other party or its nominee, shall be deemed to have been given on the date of dispatch.

5. FORCE MAJEURE

- 5.1 If either party is affected by force majeure it shall forthwith notify the other party of the nature and extent thereof.
- 5.2 Neither party shall be deemed to be breach of this Agreement, or otherwise be liable to the other, by reason by any delay in performance, or non-performance, is due to any Force Majeure of which it has notified the other party; and the time for performance of the obligations shall be extended accordingly

6. APPLICABLE LAWS

- 6.1 The Agreement shall be governed by Indian Law and both the parties consent to the jurisdiction of Delhi Courts in all matters regarding the Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Signed: For and on behalf of
President of India

For and on behalf of M/s

Directorate of Survey (Air) & DGDC

WITNESSES

- 1.
- 2.

SECTION-IX

CHECK LIST

<u>Sl. No.</u>	<u>Particulars</u>	<u>Yes/No</u>	<u>Page No</u>
1	Photocopies of experience of more than 3 years. Copies of at least one work-order each of value 20 lakhs or above during last three years.	<input type="checkbox"/>	
2	Photocopies of valid license to run the Security Services from Govt. of NCT of Delhi under the rules of Private Security agencies (Regulations) Act 2005.	<input type="checkbox"/>	
3	Regarding Balance Sheet & Profit & Loss Accounts of financial year :-		
	(i) 2015-16	<input type="checkbox"/>	
	(ii) 2016-17	<input type="checkbox"/>	
4	Income Tax Return for the previous two financial year :-		
	(i) 2015-16	<input type="checkbox"/>	
	(ii) 2016-17	<input type="checkbox"/>	
5	Photocopy of Registration Certificate from Registrar of Companies Act, 1956	<input type="checkbox"/>	
6	Photocopy of Registration (Form 'C') from Department of Labour Govt. of NCT Delhi.	<input type="checkbox"/>	
7	Photocopy of EPF Registration Certificate.	<input type="checkbox"/>	
8	Photocopy of ESI Registration Certificate.	<input type="checkbox"/>	
9	Service Tax / GST Registration Certificate	<input type="checkbox"/>	
10	Certificate regarding any litigation in current or during last 5 years.	<input type="checkbox"/>	
11	Photocopy of details of any work orders that was abandoned any stage, prematurely terminated or resulted.	<input type="checkbox"/>	
12	Earnest Money Deposit Rs.1,75,000/-	<input type="checkbox"/>	
13	Tender Document fee of Rs. 500/-	<input type="checkbox"/>	
14	Copy of Pan Card.	<input type="checkbox"/>	
Note :-	i)Attached Photocopies must be signed with office seal. ii)Pages of required documents / relevant certificates must be shown.		

