

Office of the Registrar General, India
Ministry of Home Affairs
2/A Man Singh Road, New Delhi-110011

Tender Call Notice No.D-32011/01/2015-GS Dated: 07.05.2015

Office of the Registrar General, India invites sealed bids in two bid system (Technical & Financial) from the eligible agencies who agree with the terms and conditions for Providing Security Services at different buildings of ORGI up to 15:00 hrs.on 01.06.2015. The scope of work include providing round the clock security services with 32Nos of security guards at ORGI Main Gate, West Block-IR.K.Puram,PushpaBhawan building of all the days of the month including Saturdays, Sundays and National holidays. The details of the security points and the requirement of manpower are as under:-

Sl.No	Security points	Duration	No. of security personnel	No. of Supervisor
1	Main Gates (2/A Man Singh Road)	24 hours	8	2
2.	West Block-I,R.K.Puram	24 hours	15	
3.		24 hours	9	

Eligibility Criteria, Terms & Condition

1. The agency shall have a valid license/registration certificate / under Private Security Agency Regulation Act.2005 (PSARA -2005) / from Ministry of Labour/ Directorate General Resettlement, Ministry of Defense and should have experience of three years for running security services.Partnership, consortium or diversification of agreementswill not be permitted.
2. . The proof of experience (Certified copy) shall be supplied with the bid. The bidder should have undertaken at least 3 works of similar nature with any Govt. office/ department.
3. The Annual Turnover of the agency/agencies should be more than Rs.1 core during the last three years. Copies of the audited balance sheets for the last three financial years are to be enclosed along with the technical bid.The bidder should have not been blacklisted by any Central Govt. /State Govt. /PSU and self-certificate should be submitted with their technical bid.
4. The firm should submit Chartered Accountant Certificate instead of Income Tax clearance Certificate, Service Tax No, ESI, PF registration certificate and also provide list of number at least of fifty workers required with their ESI or EPF number and shall quote their permanent Account Number along with the certified copy of PAN and should attach the copy of last ST-3, Service tax returns.
5. A certified copy of Testimonials of satisfactory completion shall be obtained from the respective office where the security services were offered. And the bidder should be provide ISO9001-2008 Certificate.
6. The firm is required to furnish Performance Guarantee for an amount equal to 10% of the contract value in the form of Bank Guarantee/CDR/FDR/DD (of a Nationalized Scheduled Bank in the standard format) within two weeks from the date of issue of award of the letter. The validity period of the performance security is one year.

Signature of the bidder

7. Proper indexing and page numbering of documents is essential for processing of any bid failure which will not be considered

8. Bidders are requested to deposit Earnest Money Deposit (EMD), of Rs 100,000/- towards EMD by Bank Draft/Bankers Cheque drawn in favour of "Pay & Accounts Officer (Census)" payable at Delhi shall be submitted along with the tender. Any bid without EMD will be rejected by office as non-responsive.

9. Validity of tender shall be for 90 days from the date of opening of the Tender.

10. The tender document can be had from Accounts Officer on payment of Rs 500/- or the bid document can be downloaded from www.orgi.nic.in. Those who have downloaded bid document from the website, the tender cost of Rs 500/- (Non-Refundable) shall be attached separately in the technical bid by means of demand draft, Bankers Cheque drawn in favour of "Pay & Accounts Officer" (Census) Payable at New Delhi.

11. The bids are to be submitted in two bid system (Technical & Financial bid). The technical Bid along with EMD instrument and requisite documents shall be placed in one sealed envelope super scribed "Technical Bid". Annexure-I, the price Bid Annexure-II shall be kept in a separate sealed envelope, superscripted "Price Bid". Both the envelopes shall then be placed in one single, sealed envelope superscripted "Bid for providing Security Services at ORGI, New Delhi and shall be addressed to the "Deputy Director (Admin)" New Delhi-110011. The bidder's name, telephone number and complete mailing address shall be indicated on the cover of the outer envelope. Both the inner envelopes super-scribed with Technical Bid and Price Bid shall have the name and address of the bidder so that if required, they must be returned to the bidder without opening them. All the Bid documents submitted shall be serially page numbered and contain the table of contents with page numbers.

12. The technical bid will be opened first on 01.06. 2015 at 3.30 P.M. and the financial bid will be opened on 05.06.2015 at 3.30 P.M. in respect of those tender who qualify in the technical bid. The list of technically qualified firms shall be declared before opening the financial bid. Late received (after due date and time) will not be acceptable.

13. The tenderer shall submit/downloaded original computer printout of the document from website the photocopy shall not be accepted. If during the process of the tender finalization if it is detected that the tenderer has submitted tender documents after making any changes /additions deletions in the tender documents downloaded from the website the offer shall be summarily rejected and the EMD deposited by the tenderer shall be forfeited and in addition to any other action as per prevalent rules.

14. At any stage if the experience certificates, Registration certificate and details furnished by the firm are found to be false the earnest money shall be forfeited and the firm will be debarred from the tendering process.

15. The Sealed tenders completed in all respect shall be submitted to "Deputy Director (Admin)" at the office of the Registrar General, India, 2/A Man Singh Road, New Delhi -110011, up to 15:00 hrs. on 01.06.2015. The Technical bid will be opened at 3:30pm on the same day at Conference Room, ORGI New Delhi at 2/A Man Singh Road and financial bids of qualified agencies will be opened on 05.06.2015 at 3.30 P.M.

Signature of the bidder

16. Evaluation of the Bid

- (i) An evaluation Committee formed by ORGI would examine both the Technical and Financial bids based on the details provided by the applicant Agencies on the specified time and date fixed by the ORGI.
- (ii) The Evaluation Committee will determine whether the proposal is complete in all respects and the decision of the Evaluation Committee shall be final in this regard.
- (iii) Technical Evaluation: The Evaluation Committee will first evaluate the Technical Bid submitted by the applicant agencies. The experience, credibility, quality and competence of the agency would constitute the core parameter for technical evaluation.
- (iv) Financial bid of only those agencies who are found to be technically qualified will be opened on the specified date and time which shall be communicated to such agencies. Before opening of the financial bid

17. The representative of the Tenderer who wishes to attend the tender opening is allowed to do so Subject to presenting authorization letter from the tenderer.

18. Evaluation of Price Bids:

(a) The Price Bid shall comprise the price component for all the services indicated in the Annexure-II of the bid document. The price quoted by the bidders shall include all applicable taxes, wherever applicable as per latest Govt. order.

(b) ORGI shall however, deducts such tax at source as per the rules and issue necessary certificates to the Agency. The prices once accepted by the ORGI shall remain valid till the currency of the contract. The ORGI shall not entertain any increase in the rates during the period. In case of extension of the contract for another year, the prevailing rates as announced by Govt. of NCT, in the month would be taken for payment.

(c) Quoted rates shall ensure compliance of under noted the statutory obligations: Contract Labour (Regulation & Abolition) Act, 1970.

(d) Employee State Insurance Act and rules made there under. Minimum wages Act, 1948 EPF (Misc. Provision) Act 1952 and rules made there under. Any other labour Legislate that may be applicable or may become applicable.

(e) The rates are inclusive of all obligatory expenses i.e. Provident Fund, ESI, Paid leave, Pay for National holidays, Uniform Allowance, Operational Cost, Service Charges, reliving charges and all other levies that are applicable from time to time shall be met within the total invoice value and the interpretation of the ORGI would be final in this regard.

(f) Prices quoted should be reasonable and in accordance with the laws of NCT, in Indian rupees only in both figures and words

(g) Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between words and figures, the higher of the two shall be taken as the 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.

(h) Erasing overwriting and corrections in the offer should be authenticated by tenderers signature. In case this has not been done, such offer is likely to be rejected.

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19. **Award Criteria** The purchaser shall award the job contract to the successful bidder whose bid has been determined to be responsive by the Technical Evaluation committee and has been cleared for opening of the financial bid and thereafter determined after compiling all statutory obligations as the lowest evaluated bid on the basis of quoted rates for the estimated volume of work provided further that the bidder is determined to be qualified to perform the contract satisfactorily. The office shall, however not bind to accept the lowest or any bid and reserve the right to accept any bid, wholly or in part and open to reject any or all bids without any assigning any reason. The office at its absolute and sole discretion reserves the right to award contract to any one bidder for the purpose as may be necessary or expedient. In case of rates found to be similar in the tender, the performance and turnover would be the criteria for selection of firm.

20. Payment terms.

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

(a) Monthly bills submitted in triplicate by the agency for the security services works executed in the preceding month, shall be paid. The payment for the work will be released only after production of attendance records, log register for each security point and production of copies of Acquaintance rolls for proof of payment of wages to the security personnel. Inadequate supply of Security Guards and Security Supervisor and inadequate supply of security items like whistle, lathi, emergency lamps torch, umbrellas, etc. will attract deduction at pro-rata basis from the work bill towards compensation. The decision of ORGI will be final and binding in this regard.

(b) If the performance of the security services by the agency is not found satisfactory the Competent Authority shall have power to deduct proportionate amount from the monthly bill or to terminate the contract without any reason to the firm. Upon such termination, the security deposit of the Agency shall be liable to be forfeited and shall be absolutely at the disposal of ORGI

(c) If at any time during currency of JOB, 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 ORGI and the decision of ORGI, would be binding on the Agency.

21. No alteration shall be made in any of the terms and conditions of the bid document by scoring out. In the submitted bid, no variation in the conditions shall be admissible. Bids not complying with the terms and conditions listed in this section are liable to be ignored.

22. The earnest money of successful bidder will be adjusted with the money deposited with respect to Performance Guarantee, which has to be deposited within 15 days after the receipt of Letter of Intent @ 10 % of the annual 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 instrument will be returned within 30 days of the completion of the financial evaluation by registered post.

23.. No bid will be considered unless and until all the pages documents comprising the Bid are properly signed and stamped by the persons authorized to do so.

24. In the event of bid being accepted, the bid will be converted into a contract, which will be governed by the terms and conditions given in the bid document. The instructions to bidders shall also form part of the contract.

Signature of the bidder

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25. The Agency would have to acknowledge that he has made himself 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 the supplies. The Agency shall not plead ignorance on any matter as an excuse for deficiency in service or failure to perform or with a view to asking for increase of any rates agreed to the contract or to evading any of his obligations under the contract.

26. If the Agency or his agents or employees are found guilty of fraud in respect of the contract or any other contract entered into by the Agency or any of his partners or representatives thereof with the ORGI; or at any time during the pendency of the contract, it comes to the notice of the ORGI, that the Agency has misled it by giving false/incorrect information.

27. The Agency will be responsible for the conduct of all workers deployed by him 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 any others deployed by the Agency in the course of providing any services stated in this contract, and will bear full responsibility and cost of the same. The ORGI will not be liable for any loss or harm to any person within or outside the ORGI campus from any act of omission or commission of any of the workers agents any others deployed by the Agency in the course of providing any services stated in this contract.

28. The ORGI shall not be liable for any compensation, claim or damages etc. due to any accident, injury or harm to any person 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 ORGI.

29. Without prejudice to the preceding term of contract, the Agency will be liable to reimburse the ORGI of any cost 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 agents any others deployed by the Agency in the course of providing any services stated in this contract

30. The Agency shall be solely responsible for compliance with all statutory laws/rules/regulations such as those concerning PF, ESI, Labour laws, Minimum wages, etc. The ORGI 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 construed as a sufficient ground for termination of the contract at the discretion of the ORGI.

31. The Agency may discontinue the contract at any point of time, by giving a notice at least 60 days before the intended date for discontinuation. But will forfeit his Security Deposit (EMD) 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 ORGI will have the right to claim damages, and recover them from the payments due to the Agency or by any other means, in addition to forfeiting the Security Deposit of the Agency.

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32. The Agency has to maintain all the relevant register/records as per the laws related with labour engagement etc. An affidavit on a non-judicial stamp paper of appropriate value to the effect that the Agency will be entirely responsible for fulfilling all the statutory obligations under different statutes like workmen compensation Act., Contract Labour (Regulation & Abolition) Act, ESI Act, PF Act etc, for the workers employed by him 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 ORGI for any purpose whatsoever.

33. The Agency shall be required to enter into an agreement on a non – judicial stamp Paper of not less than Rs.150- for a period of one year within 15 days of receiving the intimation/letter of intent and to start the work within 15 days of the signing of Deed/Agreement.

34. The office of the ORGI reserves the right to accept or reject any or all bids partly or fully without assigning any reason and no correspondence would be made in this regard.

35. Penalty Clause

In case of failure in doing the job to the satisfaction of ORGI a, penalty upto the EMD cost will be imposed by the ORGI. In case of failure in doing the job assigned on a day to day basis the authority will get the job done through other sources and the expenditure so incurred will be recovered from the contractor.

Scope of Work

1. The Agency shall provide round the clock high standard security on a 24 x 7 basis on all the days to safeguard the premises and assets of ORGI. The agency shall ensure full security to the ORGI premises and its property from pilferages and maintain the standard security norms to protect the above premises from other insecurities.

2. The agency shall ensure proper locking of premises, common area etc... In case of any theft, breakage, pilferage of any fixture and/or fittings, furniture, equipment etc., the responsibility shall be of the security personnel and the security personnel shall report the same to the office immediately. The agency shall ensure immediate communication to concerned officer of ORGI for any mis-happening. Call for police protection fire agencies in case of serious incident will also include their duties.

3. The Agency shall submit bio data along with identity proof & address proof of each security guards and security supervisor duly verified, within 15 days of execution of contract agreement.

4. During surprise checks by any of the authorized officers of ORGI, if a particular guard is found negligent/sleeping/drunk on duty, or any disgraceful activity the agency will have to withdraw the guard from the premises forthwith, which may even entail cancellation termination of contract for the rest of the period.

5. The agency shall maintain proper register/log book of security personnel.
6. The Agency shall provide proper uniforms, identity cards, badges, whistle, lathi, emergency lamps torch, umbrellas, rain coats etc. to supervisor and guards manning the ORGI complex at, New Delhi.

Signature of the bidder

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7. All the security guards posted shall be in sound health and free from any contagious disease. They must be able to answer telephone calls and reply in courteous manner for the details sought including location of the institute for the outstation trainees.
8. The Security guards will maintain utmost vigil and shall be on rounds 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 theft of the property/valuables/plant & machinery/plants and trees fruits & flowers, etc. of will be the sole responsibility of the security service Agency and proportionate rates will be deducted from the bills submitted for the month or payment due to the Agency will not be released.
9. The Security guards should not accept any Registered Post, Speed Post or any signed document from Courier agency on any working day or holidays.
10. The behavior of the deployed manpower by the Agency for the security duty so awarded shall be of decent nature and should cooperate with the officials, and visiting guests, In case of report of any compliant on the issue or is found breaching this aspect, the said guard/supervisor shall be instantly removed from duty by the Agency and the decision of the ORGI, will be final & binding on the Agency.
11. No accommodation shall be provided to the security guards & supervisor inside the complex. The Agency may arrange suitable accommodation for their stay in nearby area.
12. Income tax as applicable will be deducted at source from each bill for which necessary PAN No. is required to be provided.
13. The work shall be executed as per the directions and to the satisfaction of the officer in charge.
14. No person below the age of 18 years shall be deployed on security work by the Agency.
15. 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 this organization is not responsible in any manner.
16. The contract will be terminated by the competent authority if the performance of the Agency is found un-satisfactory at any point of time.
17. The contract will be a period of one year & rate will be fixed during the contract period (01.07.2015 to 30.06.2016), which can be extend further two years subject to

satisfactory performance of the contractor on preventive minimum wages declared by NCT Delhi.

Signature of the bidder

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36. **ARBITRATION**

In the event of any dispute arising with regard to any of the clauses mentioned herein before the same shall be referred to ORGI, India and his decision shall be final and binding upon the parties to this agreement. Notwithstanding whatsoever stated above and in case of any controversy regarding the scope of work or any other terms and conditions of tender, the decision of the ORGI New Delhi be final and binding on tenders in this regard.

- (1) Any ambiguity in the offer may lead to disqualification
- (2) Conditional offer shall be summarily rejected

(Dr. Ravi Shankar)
Deputy Director (Admin)

Signature of the bidder

Annexure- I

PRESCRIBED PERFORMA FOR TIECHNICAL BID

With reference to Tender Notice No: D-32011/01/2015-GS the undersigned furnishes below/encloses herewith following details/documents as part of Technical Bid for consideration:-

Sl. No	Description	Name / Documents attached	Page No.
1	Name of the Agency		
2	The agency shall have valid license/registration certificate / under Private Security Agency Regulation Act.2005 (PSARA -2005) / from Ministry of Labour/ Directorate General Resettlement, Ministry of Defense		
3	Registration Certificate (ISO 9001:2008) of establishment issued by the concerned Ministry (Labour Department/DGR (Directorate General Resettlement, Ministry of Defense.		
4	The annual Turnover of the agency/agencies should be more than one core during last three years as on 31.03.2015. Copies of the audited balance sheets for the last three years(2012-13, 2013-14 & 2014-15), in case the balance sheet for financial year 14-15, is not ready the certificate from CA is to be submitted		
5	Documents evidence of requisite experience		
6	Least three work orders in the field of security services along-with completion work certificate (Certified copy) from any Govt. office department or pride firm of repute		
7	The earnest Money of Rs.100,000/-(Rupees one lakh only) through a Demand draft/pay order (Draft no.& Name of the bank)		
8	PAN No.(please enclose copy)		
9	A copy of latest service tax(ST-3) duly attested /stamped		
10	ESI & PF Registration certificate (attested copy) and latest challan copy& also provide list of number at least of fifty workers required with their ESI or EPF number.		
11	Self-certificate duly signed by the agency that agency is not currently black listed either by ORGI or any other Central Govt. / State Govt. / Public Sector Undertaking.		
12	15 digit service Tax Code Number with last year ST-3 returns		
13	Undertaking that none of the relative of agency is working in ORGI. Yes/No.		

2. I agree to the terms and condition as mentioned in the Tender Notice No: D-32011/01/2015-GS issued by the ORGI.

Name

Signature with date

Name of the Agency
Office Seal

Signature of the bidder

ANNEXURE=II

PRESCRIBED PERFORMA FOR FINANCIAL 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 ORGI Complex, at, New Delhi 110011 in conformity with the said bidding document 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	Qty	Rate per each person per month	Total AmountPer month.
1.	<p>Providing round the clock security services by the security guards, including on Saturdays and Sundays and National holidays as directed by the officer concerned of the ORGI. The rates shall include reliving charges for weekly rests and holidays . The rates shall be in conformity with the provisions contained in ESI&EPF Act,and minimum wages Act. Rates are inclusive of all Taxes and other levies and no extra payment on any account will be paid.</p> <p>a) Security Guards : 32</p> <p>b) Security Supervisor :02</p>	<p>Nos 32 (to be indicated by the bidder)</p> <p>02 Nos.</p>	<p>Rs..... (Rupees.....)</p> <p>Rs..... (Rupees.....)</p>	<p>Rs..... (Rupees.....)</p> <p>Rs..... (Rupees.....)</p>
Grand Total				Rs.....

(Rupees only)

ANNEXURE-III

PERFORMANCE SECURITY BOND FORM

In consideration of the CGM Office of the Registrar General, India Ministry of Home Affairs having agreed to exempt _____ thereafter called "the said contractor(s)" form the demand under the terms and conditions of an agreement (Purchase order) dated _____

Made between _____ and _____ for the contract of _____ (hereinafter called the said agreement) of performance security for the due fulfillment by the said contractor of the terms and conditions contained in the said agreement and production of a bank guarantee for _____ we, (Name of the Bank) _____ (hereinafter referred to as "the Bank" at the request of _____ contractors) do hereby undertake to pay to the company an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reasons of any breach by the said contractor(s) of any of the terms and conditions contained in the said agreement.

2. We (Name of the bank) _____ do hereby undertake to pay the amount due and payable under the guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or suffered by the company by reason(s) of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the bank under the guarantee where the decision of the company in these counts shall be final and binding on the bank. However our liability under the guarantee shall be restricted to an amount not exceeding _____

3. We undertake to pay to the company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and unequivocal. The payment so made by us under the bond shall be valid discharge our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the

period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till officer in charge certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge the guarantee. Unless a demand or claim under the guarantee is made as in writing KLJ/on or before the expiry of the Eighteen Months from the date hereof. We shall be discharged from all the liability under the guarantee thereafter.

5. We(Name of the bank) _____ further agree with the company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance of the said agreement(s) from time to time any of the power exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the agreement and we shall not be relieved from our liability by reason of any such variation. Or extension being granted to the said contractor(s) or for any forbearance act or omission on the part of the company or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. The guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s) supplier(s).

7. We (Name of the Bank) _____ lastly undertake not to revoke the guarantee during the currency except with the previous consent of the company in writing.

1. The amount of security bond/Bank guarantee is to be deposited equal to 10% of the total; amount of the cost of the work.

Dated the _____ day of _____

name of the bank)

For
(Indicate the

Witness:-

