

Tender Cost – Rs.1000/-

**Government Sunder Nursery Management Trust
(GSNMT)**

**TENDER
FOR
PROVIDING SECURITY SERVICES**

AT

Sunder Nursery & Humayun's Tomb World Heritage Site Museum

Last Date & Time for Submission of Sealed Tenders : Monday, May 18, 2026 till 5 pm

Total Number of Pages : 26 (*twenty-six*)

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Technical & Commercial Bid

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Government Sunder Nursery Management Trust Sunder Nursery, Nizamuddin, New Delhi 110013

NOTICE INVITING TENDER

GSNMT invites sealed tenders in a Two Bid system (Techno-commercial and Financial Bids in two separate covers) from registered and experienced Security Agencies for providing Security Services to the Sunder Nursery and Humayun's Tomb World Heritage Site Museum, located at Nizamuddin, New Delhi 110013.

1.	Name of the Tender	Tender for providing Security Services at Sunder Nursery and Humayun's Tomb World Heritage Site Museum, Nizamuddin, New Delhi 110013.
2.	Tender Fee	Rs.1000/- in the form of a Demand Draft in favour of Government Sunder Nursery Management (<i>non-refundable</i>), accompanied by a written request on letterhead.
3.	Availability of tender	a) From the office of the Government Sunder Nursery Management Trust, Nizamuddin, New Delhi 110013 b) Sunder Nursery website: www.sundernursery.org/home.php
4.	NIT document purchase start date and end date	Start date: Wednesday, 22 nd April, 2026 End date: Friday, 15 th May, 2026 (till 4 pm) Bidders who are going to "download" the tender documents from the official website are requested to submit the tender value in the GSNMT office, through a Demand Draft with a covering letter on the Company's letterhead, on or before Friday, 15 th May, 2026 (till 4 pm). Only bidders who have paid tenders will be considered for the pre-bid meeting (if any) and for the submission of Tender documents.
5.	Last date for submission of tenders	<u>Monday, May 18, 2026, upto 05:00 pm.</u> Tenders may be submitted at the office of the GSNMT, Sunder Nursery, Nizamuddin, New Delhi 110013. Alternatively, tenderers may send the tender documents through Speed Post or courier to reach before the last date of submission. The GSNMT will not be responsible for any postal delay in the receipt of tender documents.
6.	Date of opening the Technical Bid (Cover – 1)	The Technical bids shall be opened on <u>Tuesday, May 19, 2026, at 11.00 am.</u> In the event, the specified date of bid opening is declared as a holiday for GSNMT. The bid shall be opened on the next working day at the specified time and location.
7.	Date of opening of Financial bid (Cover – 2)	All bidders who have successfully qualified in the technical bid evaluation shall be eligible to participate in the opening of the financial bids. The qualified bidders will be duly notified of the date and time for the financial bid opening via email and telephone.
8.	Validity of Tender	The tender shall be valid for 90 days from acceptance from the date of opening of the Financial Bid.
9.	Income Tax	The required amount of TDS will be deducted as per the latest Income Tax rules or those modified by the Government from time to time from all payments made to the bidder.
10.	Earnest Money Deposit	Sealed tenders along with an account payee bank draft for <u>Rs.29,00,000/-</u> (<i>Rupees Twenty Nine Lakh Only</i>) as earnest money in favor of Govt. Sunder Nursery Management Trust, payable in New Delhi, with the name of the work

		and the name of the tender written on the envelope, will be received at the office of Govt. Sunder Nursery Management Trust. <u>The EMD draft should be enclosed with the technical bid document.</u> The earnest money shall be returned to the unsuccessful tenderers within a period of 30 (Thirty) days from the date of Tender opening. For the successful tenderer, the earnest money deposit shall form a part of the security deposit. No interest shall be paid on earnest money.
11.	Amount in words	Bidder shall write the amount in numbers and in words. In case of any discrepancy, the amount in words shall be considered as final and binding on both parties.

Note:

1. GSNMT reserves all rights at any time to reject any tender/bid at any stage and/or time fully or partly for the whole process and/or for the particular contractor and also reserves all rights at any time to add, alter, modify, change, edit & delete any item and/or condition at any stage and/or vary all or any of these terms and conditions or replace fully or partly for the whole process and/or for the particular contractor or vary all or any of these terms and conditions or replace without assigning any reasons whatsoever. In this regard, the decision of GSNMT shall be final and binding on all the participants.
2. GSNMT reserves the right to reject any or all tenders/bids and the entire tender process without assigning any reason whatsoever.
3. Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the Security Agency that resorts to canvassing are liable to be rejected.
4. GSNMT or its representatives shall not entertain any bidder during the period of the collecting and submitting of tender documents.
5. GSNMT reserves the right to verify the particulars furnished by the tenderer/ bidder, independently.
6. In no case, the request of the bidder for change or modification in any terms and conditions related to payment shall be entertained.
7. GSNMT reserves the right to modify any condition of Tender documents at any time. GSNMT can also issue a corrigendum to this tender by notifying the same at www.sundernursery.org
8. GSNMT reserves the right to award the contract in full or in part to one or more bidders/ Security Agencies without assigning any reason, whatsoever.
9. GSNMT also reserves the right not to accept the lowest bid.

Section - I
ELIGIBILITY CRITERIA

General Eligibility

This invitation to respond to the Tender is open to such qualified and reputed Security Agencies which are registered and have their registered office in India. Along with the General Eligibility criteria, the bidder has to satisfy the following criteria:

1. The Bidder shall have its Registered Office, preferably in Delhi/Delhi NCR, and in case of firm/company having a Registered Office in any other State/Union Territory, it must have its Branch office in Delhi/Delhi NCR.
2. Copies of the last three (3) years' P&L Account and Balance Sheet duly certified by the Chartered Accountant must be enclosed with the Tender document.
3. The bidder shall have experience in providing Security Services to the Government Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings or Public Sector Banks or Local Bodies/ Municipalities and **must have at least two executed or running single work orders/contracts valued more than INR 300 Lakhs per annum** in the last three financial years. The details of names and addresses of such organizations along with the value of the contract are provided as part of the Technical Bid (attached documentary proof).
4. The Bidder shall possess the valid required licenses, and registrations under the Private Security Agencies Registration Act, 2005 or any other law at the time of opening of tender.
5. The Bidder shall have a minimum of 5 years of experience in providing Security services.
6. There should be no case pending with the police against the Proprietor/ Firm/ Partner or the Company (Agency).
7. The bidder shall have a minimum strength of 500 security guards on its rolls.
8. The Bidder shall have the following Registrations and details of the same shall be provided in the Technical Bid:
 - (a) PF Registration
 - (b) ESI Registration
 - (c) GST Registration
 - (d) Valid License, issued by Regional Labour Commissioner, Govt. of India
 - (e) Valid License from the competent authority under the Private Security Agencies (Regulation) Act, 2005
 - (f) Proof of registration with DGR, if any
 - (g) Proof of compliance of other statutory requirements
 - (h) Income Tax clearance certificate

- (i) Copies of contracts already executed and those in hand along with their value
- (j) Statement indicating financial status, total manpower engaged in various other contracts
- (k) Proof of Registration of firm/agency along with Proprietary Certificate/Partnership Deed, Certificate of Incorporation, MOA, AOA as the case may be
- (l) Profile of the Company / Agency/ Firm

Section - II
INSTRUCTIONS TO TENDERERS

1.1 Please examine each and every clause of the Tender documents carefully. One set of Tender Documents consisting of Instructions to Tenderers, General Conditions of Contract, Scope of Work, etc. will be issued to each Bidder. Bidder shall submit the Tender Documents duly signed and stamped on each page of tender in token of his acceptance along with his bid.

1.2 Bid shall remain valid for 90 days from the date of opening of financial bids.

1.3 Sealed tenders are invited under two bid systems directly from the established, registered, reputed Security service agencies/firms/companies having wide infrastructure across the country for providing security services to the GSNMT.

1.4 CLARIFICATION REQUESTS BY BIDDER

1.4.1 Although the details presented in this Tender Document consisting of conditions of the contract, the scope of work, etc., have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.

1.4.2 Bidder shall examine the Tender documents thoroughly in all respect.

1.4.3 Any failure by Bidder to comply with the aforesaid requirement shall not absolve the Bidder from liability, after subsequent award of contract, from performing the work in accordance with the Tender Documents.

1.5 AMENDMENT OF TENDER DOCUMENT

1.5.1 GSNMT may, for any reason whether at its own initiative or in response to the clarification requested by the prospective Bidder, issue amendment in the form of addendum/corrigendum during the Bidding period and subsequent to receiving the bids.

Any addendum/corrigendum thus issued shall become part of the Tender document and the Bidder shall submit an 'original' addendum/corrigendum duly signed and stamped in token of his acceptance.

1.5.2 For addendum issued during the Bidding period, the Bidder shall consider the impact of his Bid. For the addendum issued subsequent to receiving the Bids, Bidder shall follow the instructions issued along with the addendum with regard to submission of impact on quoted price/revised price, if any.

2. DOCUMENTS COMPRISING THE BID

2.1 GSNMT intends to fully evaluate the Technical and Commercial Submissions.

2.2 Bidder is advised to furnish the complete and correct information required for evaluation of his Bid. If the information/ documentation forming basis of evaluation is found incomplete/ incorrect the same may be considered an adequate ground for rejection of the bid.

2.3 Bidder shall arrange his bid in the following order:

I) PART-I TECHNICAL PART (BID)

Technical Part shall comprise the attachments, specifying attachment number ranges in the order as follows:

- a) Submission of the Declaration letter along with the Tender document.
- b) Power of Attorney in favor of the authorized signatory of the Bidder.
- c) Organization details
 - In the case of a proprietorship firm, the name and address of the proprietor, an attested copy of the 'Certificate of registration of firm'.
 - In case Bidder is a partnership firm, attested copy of the partnership deed.
 - In the case of the company (whether private or public), an attested copy of the 'Certificate of Incorporation together with an attested Memorandum/Articles of Association, along with a certified copy of the Board Resolution for the decision of the company to participate in bids.
- d) **Composition of the Security Agency** – Full particulars (whether the contractor is an individual, or a partnership firm, or a company, etc.) of the composition of the Security Agency in detail should be submitted along with the name(s) and address(es) of the partners/copy of the Articles of Association/Power of Attorney/any other relevant document.
- e) **Work experience during the specified period**
Copies of the detailed work orders indicating the date of award, and value of awarded work should be enclosed as proof of the work experience.
- f) **Details of completed works** – The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), name(s), and full contact details of the officers /authorities /departments under whom the work(s) was/were executed should be furnished.
- g) **Creditworthiness of the Tenderer and its turnover during the specified period** – Balance sheets of the last 3 years should be enclosed ending 31st March 2025.
- h) **Name(s) & Address(s) of the bankers of the Tenderer and their contact details.**
- i) List of staff with their qualification and experience.
- j) Copies of labor license, works contract registration and GST registration certificate, Copy of PSARA License, Proof of registration with DGR, if any, Proof of Registration with ESI & PF Commissioner with separate code, Proof of compliance of other statutory requirements, Profile of the Company/ agency/ firm.
- k) Checklist of submission of the bid.
- l) Any other relevant document, Bidder desires to submit.

II) PART-II PRICED FINANCIAL PART (PRICE BID)

- a) Priced-financial Part shall be submitted duly filled in.
- b) No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in price part of bid. GSNMT shall not take cognizance of any such statement and may at their discretion, reject such price bids.

3.0 SUBMISSION OF BID

3.1 SUBMISSION IN TWO SEPARATE ENVELOPS

- 3.1.1 Technical and Financial parts must be submitted in separate sealed envelopes clearly mentioned as “**Technical Bid**” and “**Financial Bid,**” and both the sealed envelopes to be put into another envelope, and it should be superscribed as “**Tender for providing Security Services**”

I) PART-I TECHNICAL PART

- a) This part shall contain Technical Bid. This envelope shall comprise the signed copy of the Tender documents, addendum (if any), and the information listed for submission in Part -I under Para 2.3 (I) above. Techno-commercial bids disclosing prices shall be summarily rejected.
- b) The envelope shall have the following information clearly written on the outside of the envelope, failing which GSNMT will assume no responsibility for the misplacement or premature opening of the bid.

**Part-I Technical Part
“Tender for providing Security Services”**

Due date & time of Opening: _____

From: Address of Bidder: _____

II) PART-II SEALED PRICED FINANCIAL PART

- a) This part of the bid shall contain the Schedule of Rates, duly filled in all respects and other information specifically requested for submission in the price part under Para 2.3 (II) above. The envelope shall have the following information clearly written on the outside of the envelope, failing which GSNMT will assume no responsibility for the misplacement or premature opening of the bid.

Part-II Financial/Price Part
“Tender for providing Security Services”

Name and Address of Bidder: _____

3.2 Address to which bids are to be sent (Post/ Courier/ Hand/ etc.)

Chief Operating Officer
Govt Sunder Nursery Management Trust
Sunder Nursery,
Nizamuddin,
New Delhi 110013

Bid received after the time and date fixed for receipt of bid is liable for rejection. In case of incomplete submissions, GSNMT shall not be under any obligation to give the bidder an opportunity to make good such deficiencies and GSNMT may at its discretion treat such bids as incomplete and not consider for further evaluation. Incomplete Tenders will be rejected summarily.

3.3 SIGNING OF TENDER

The Tender shall contain the name, place of business, and other prescribed details of the person(s) making the Tender and shall be sent by the Tenderer under his signature. Partnership firms shall furnish the full names of all the partners and shall annex a copy of the Partnership Deed with the Tender. It shall be signed in the partnership name by all the partners or by a duly authorized representative followed by the name and designation of the person signing. Tender by body corporate shall be signed in the name of the body corporate by a person duly authorized to do so. All the pages/ documents of the Tender should bear the signature of the tenderer with the date. All the entries by the tenderer should be in one ink & legibly written. Any overwriting, corrections & cuttings should bear the dated initials of the tenderer. Corrections should be made by writing again instead of shaping or over-writing.

Rates should be quoted both in figures as well as in words. In case the rates quoted in words & figures are at variance, the rates written in words shall be taken as final.

3.4 TECHNO-COMMERCIAL DISCUSSIONS

Techno-commercial discussions with the bidder shall be arranged if needed.

4. AWARD OF WORK

4.1 The bidder whose bid is accepted by GSNMT shall be issued Letter of Intent (LOI).

Bidder shall confirm acceptance by returning a signed copy of the LOI. The successful bidder shall be required to execute a formal agreement in accordance with the ‘Proforma of Articles of Agreement’ within 7 days of receipt of LOI/Detailed Letter of Award.

Contract Documents to be signed between GSNMT & selected bidder shall consist of the following:

- a) Agreement
- b) Letter of Intent/ Detailed letter of award
- c) Original Tender document
- d) Addendum / Corrigendum issued to bidder, if any.

4.2 GSNMT reserves the right to award the work to more than one bidder on the rates approved by GSNMT for better service options.

Section – III SCOPE OF WORK

The Service Provider will be directly responsible for ensuring operational service levels and that the performance is met. They will be directly reporting to the Security Officer.

Service Provider shall deploy the manpower for Sunder Nursery and Humayun’s Tomb World Heritage Site Museum, considering the following equipment and Services.

1. Security Services
2. Training for Security Guard
3. Job Profile for Security Staff
4. Penalty Clause

A. General Specifications:

Site Details	Contact Person
Sunder Nursery and Humayun’s Tomb World Heritage Site Museum, Nizamuddin, New Delhi	Security Officer + 91 11 21420556, 40700700

All the Staff deputed at the site should be insured for any accident. Service Provider will take full care in terms of safety and security of their employees and GSNMT will not be responsible for any untoward incident during any activity carried out at site.

1. Security Services

Objective

To ensure a first level perimeter Security for a safe and secure environment to all workers, visitors and service providers operating at the Sunder Nursery.

- **Physical Security:** Deployment of a team of trained personnel to safeguard the premises from perceived threats, thefts and control personnel in the premises as a first level security.
- **Fire Safety:** Guide the subordinates, visitors and service providers in evacuating the Sunder Nursery – Delhi’s Heritage Park through the exit gates in case of any emergency if required.
- **Emergencies:** Provide assistance to the workers, visitors and service providers in case of emergencies to help evacuate and also provide security cover as deemed fit.

Role of Security Team

Guard deployed at main Entry Gates should deliver the following:

- Check and confirmation authorization of service providers, Visitor tickets and event pass of visitors; and gate pass of material before permitting them to enter the premises.
- He will ensure that pass is issued to the visitor as per the visitor pass, check the visitor, where he/she wants to go, whom to meet. Contact the concerned person, take his consent and permit him to enter the premises.
- Any material bought in will be handled in line with the Sunder Nursery Security Management

policy. Given below:

- Check if Delivery Challan is there with the material.
- Be polite and firm in your talk and action.
- Ensure that the entry of outward material has been authorized by authorized signatory.

Key Management

Objectives to be achieved:

- To keep track of keys at any point of time
- Details would include- Total number of keys issued at any instant of time. The name of the person to whom the key is issued.
- To check the status of the key- whether on rack or issued.
- To take inventory of keys, all the master keys will be kept in the office and duplicate key box on the main gate, keys of which will be available with the Security Guard
- An entry for issue of any keys is to be made in the Key issue Register.
- All keys are to be checked for their tallies at the end of the day.

2. Training for Security Staff

- Candidates should undergo a minimum of one week basic training.
- Fortnightly training of security personnel is to be undertaken.
- Monthly Fire drill/training must be organized by trainer from the Security agency team to all personnel at site in the presence of Sunder Nursery Security Management.

3. Job Profile for Security Staff Security Guard

- Should be a minimum of 10th standard passed.
- Should have worked in the same role for 2-3 yrs. in crowd management like public visiting place, BPO's /large facilities.
- Should have basic knowledge of Security protocols and electronic security equipment.
- Should have experience in emergency situations.

4. Penalty Clause:

No.	OCCURRENCE	PENALTY
1	Overtime: No person will be allowed to work for more than 12 hours; double duty can be acceptable but not more than 3% of overall attendance in a month.	Double duties beyond acceptable limit will not be paid but post should not be kept vacant. Shortage of Staff or keeping the post unmanned will attract penalty as per S.No.2, 3 & 4.
2	If attendance at any particular day falls below 95% of the total approved strength.	Deduction of 100/- per shortage staff + payable duty.
3	If attendance at any particular day falls below 90% of the total approved strength.	Deduction of 200/- per shortage staff + payable duty.
4	If attendance at any particular day falls below 80% of the total approved strength.	Deduction of 400/- per shortage staff + payable duty.

5	Permanently deployed manpower should not fall below 80% of the total approved strength & maximum 20% temporary manpower can be deployed in case permanent employee is on leave or absent because of any reason or circumstances.	50/- penalty per person if deployment of temporary manpower exceeds 20% in a day.
6	Only during Holi, Diwali & Chatth Pooja security agency would have the leverage of providing the temporary staff if permanent employees go on leave with prior intimation to Sunder Nursery Management. However, strength should not fall below the desired strength.	Deductions will be made as per point no 1,2,3,4.
7	Incidents at site (Direct Loss to Sunder Nursery Security Management): - (Like theft, damage to property etc.)	Post joint investigation by Sunder Nursery Security Management & security agency, if proven to be an outcome of negligence and failure of personnel deployed by the security agency at site then direct Loss to Sunder Nursery Management will be deducted from current month Invoice.
8	Breach of Statutory Compliances- (All statutory as applicable shall be followed by the Security Agency)	Recoveries/penalties as imposed by Sunder Nursery Management; statutory authority will be recovered from current month invoice.
9	Staff misbehavior/Sleeping case.	Penalty of Rs.300/- per occurrence and Warning letter to be issued.
10	Staff Uniform: (All staff should be provided proper uniform for summer / winter along with shoes / Cap/ID Card from the date of joining.)	Penalty of Rs.50/- per instance will be imposed. If new joined make sure with all stuff given.
11	Staff background verification: - (Any staff deployed should have proper police verification and documentary proof to be submitted to Sunder Nursery Security Management within two months of deployment and properly. Pending status will not be accepted).	Penalty of Rs.500/- per occurrence.
12	Submission of Training Report: Once a month effective training to bridge the knowledge gap shall be rendered by the security agency. The report shall be submitted with the content of the training, feedback and attendance of the employees shall be shared with Sunder Nursery Security Management.	500/- Penalty per non-submission.
13	Night Check Report: Twice a month, a night check should be conducted by the security agency, and reports & photos should be shared with Sunder Nursery Security Management.	500/- Penalty per occurrence.

(II) For carrying out the above job, the Tenderer shall be required to employ the following manpower at Sunder Nursery:

S.No.	LOCATION	No. of Manpower (8.30 hours shift duty with lunch time)			Total
		Male Guard	Female Guard	Supervisor	
1.	Site – 1: Sunder Nursery – Delhi’s Heritage Park	46	04	03	53
2.	Site – 2: Humayun’s Tomb World Heritage Site Museum, Nizamuddin	50	07	03	60

The manpower required shown above is indicative, and the actual number may vary.

Section - IV
GENERAL CONDITIONS OF CONTRACT

1. **SCOPE OF SERVICES**

Scope of Services as detailed in Scope of Work (Section-III).

2. The agency will provide complete uniforms including shoes to each of the security personnel.

3. Payslips to be provided clearly mentioning all the details on monthly basis to each of the security personnel.

4. The Agency shall provide weekly off/ holidays as per relevant laws to its personnel so deployed at the Premises, however, at the same time it shall be the responsibility of the Agency to ensure uninterrupted services on all days including holidays. However, in the event of any security personnel being on leave/absent, the Agency shall ensure suitable alternative arrangements to make up for such absence.

5. **PRICE**

The prices as quoted shall be valid for full contract period. However, for the purpose of payment to the successful bidder, **minimum wages will be taken as the rates prevailing in the concerned month as notified by the Government of NCT** from time to time, notwithstanding the rates mentioned in the Financial Bid. The amounts of statutory contributions e.g. PF, ESI will also be suitably computed as per prevailing rates and the Contractor will be paid minimum wages, PF and ESI at enhanced rates. No claim for escalation of Service charges shall be entertained.

6. **PAYMENT TERMS**

The payment would be made on monthly basis. The Security Agency to whom the Contract is assigned, shall forward its monthly bill so as to reach the GSNMT latest by 3rd day of each succeeding month. Payment of the Bills shall be made after scrutiny/verification, by the 10th day of every month in respect of the services rendered in the preceding month. TDS will be deducted as per the prevailing rate.

7. The Security Agency shall render the Security Services as per the Scope of Work in terms of the quality standards and round the clock Security Services as per the terms of the tender. The quality of service shall be outstanding and any deviation on account of quality of services shall give right to GSNMT to terminate the contract. In case the Security agency to whom the contract has been awarded fails to execute the job as per the terms and conditions of the contract, work will be got executed through other agency at the Security agency's risk and cost.

The GSNMT reserves the right to appoint alternate source/agency by giving due caution notice and levying penalty as deemed appropriate in this regard.

8. **PERIOD OF CONTRACT**

The contract shall be valid initially for a period of thirty-four (34) months w.e.f. 1st June, 2026 to 31st March, 2029. GSNMT will evaluate the performance of services of the security agency. If the services are found satisfactory, the GSNMT reserves the right to extend the contract for another one; two or three years on the terms as may be mutually agreed. The parties may, if so desire, extend or renew the contract on such terms and conditions as mutually agreed by the parties.

9. **ASSIGNMENT**

The Security Agency shall not assign/ sublet the work or any part thereof except with the prior written consent of the GSNMT. Such consent even if provided shall not relieve the Security Agency from any liability or any obligation under the contract.

10. **TERMINATION OF CONTRACT**

10.1 Either party may terminate the Contract, without assigning any reason, by giving a one month notice in writing to the other.

10.2 In addition to any other rights or remedy available to GSNMT, the GSNMT may terminate the contract, at its option in whole or part, by giving a one month notice in writing, in case of any of the following violations by the Security Agency, if the violations are not remedied in the notice period to the satisfaction of the GSNMT.

(A) the Security Agency refuses to render all or any of the **Security Services** which the Security Agency is required to render under the Contract, or refuse to render the same within the time or in the manner or otherwise according to the Contract;

(B) the Security Agency becomes incapable of or unable to perform the Contract;

(C) death of Proprietor or dissolution of Security Agency or commencement of liquidation or winding up proceedings or appointment of a Receiver or insolvency of the Security Agency.

(D) distress execution or other legal process being levied on or upon any of the Security Agency's assets.

(E) the Security Agency or any person employed by him made an offer for any purpose in connection with the Contract by way of any gift, gratuity, royalty, commission, gratification or other inducement (whether in money or in any other form) to any employee or agent of the GSNMT. The decision of the GSNMT as to whether any of the event/contingencies mentioned above has occurred shall be final and binding upon the Security Agency.

(F) Security Agency assigns or sub-lets the work under the contract without the prior written permission from the GSNMT.

10.3 Upon termination of the contract in whole or in part, the Security Agency shall be entitled only to receive payment in accordance with the Contract for the **Security Services** rendered under the contract till the date of termination of contract, and shall not be entitled to any other payment or compensation.

11. **FORCE MAJEURE**

11.1 In the event of either party being rendered unable by force majeure to perform any obligation required to be performed under the Contract by such party, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

11.2 The term 'Force Majeure' as employed herein shall mean Acts of God, like fire, earthquake, flood, sabotage, and other irresistible cause like war, revolt, riot which are beyond the control of the either party. However, strike, lockout & other labour or student unrest will not constitute 'force majeure' for the purpose of this contract in respect to obligations of the Security Agency.

11.3 Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligation(s) suspended by the force majeure shall stand extended by the period during which such cause lasts.

11.4 If rendering of services are suspended by force majeure conditions applicable to the Security Agency lasting for an aggregate period of more than 1 (one) month, the GSNMT shall have the option of cancelling the contract in whole or in part or re-negotiate the contract provisions.

12. The persons engaged by the Security Agency shall be the employees of the Security Agency and in no circumstances shall be entitled to claim a relationship of employer-employee with the GSNMT.

13. In case the GSNMT is being made party to any litigation by the employee of the Security Agency for any reason whatsoever, the Security Agency shall bear/indemnify any cost incurred by the GSNMT.

14. **INSURANCE AND SAFETY**

The security agency will ensure that all staff deployed in the GSNMT's site are duly covered under applicable Insurance policies. Strict safety measures shall be observed by the Security Agency till the completion of the assignment. The agency shall bear all the expenses for the treatment and care of any injured worker(s) as per the prevailing laws. The same rules are applicable in case of the death of any worker(s).

15. **INDEMNITY**

The Security Agency shall at all times indemnify the GSNMT and shall keep it indemnified from and against any claim, loss, damage, action, proceedings, costs, charges and expenses that may be suffered or incurred by the GSNMT on account of any misrepresentation or material breach of any representation made by the Security Agency or the terms and conditions herein contained or on account of any default or breach or violation or non-observance or non-performance of any applicable law, statute, rule, regulation, directive or guidelines by Security Agency or any of its employees or representatives or agents in relation to the contract and attributable to Security Agency.

16. **BLACKLISTING**

Without prejudices to the other rights, the GSNMT reserves the right to blacklist the Security Agency in case the Security Agency commits breach of any terms and conditions of the contract and such blacklisting shall be for the period as decided by the GSNMT.

17. **ARBITRATION CLAUSE**

That in the event of any question, dispute or differences arising out of or in connection with any of the terms and conditions of the tender document or the agreement arising thereunder, in the

first instance, the parties hereto shall try to resolve the same by mutual consultation, failing which the same shall be referred to the sole arbitrator to be appointed mutually by the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings shall be held at Delhi and the language of the arbitration proceeding shall be English. The arbitral award shall be final and binding upon both parties. All Arbitral Awards shall be in writing and shall state the reasons therefor. The cost of the Arbitration shall be borne by both parties equally.

18. GOVERNING LAW AND SETTLEMENT OF DISPUTES

This Contract shall be construed and interpreted in accordance with Indian laws. The courts at New Delhi shall have exclusive jurisdiction to adjudicate on any matter arising out of or incidental to this Contract.

19. AMENDMENT TO CONTRACT

The contract shall not be deemed or understood to have been amended unless amended by a document signed by an authorized representative of each of the parties to the Contract.

20. COMPLIANCE WITH LAWS

The Security Agency shall at its own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, rules, regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any government, government agency or department, municipal board or any other government or regulatory body etc. and shall provide all certificates of compliance therewith as may be required by such applicable laws, by-laws, rules, regulations and orders etc. The Security Agency shall assume full responsibility for discharge of all statutory obligations such as wages, Leave Salary/Leave Encashment, allowances, compensations, EPF, Bonus, Gratuity, ESI, etc. relating to security personnel deployed in the Premises. The GSNMT shall have no liability in regard thereto. In particular, the Security Agency shall ensure compliance with the following and their re-enactments/amendments:

The Payment of Wages Act 1936
The Employees Provident Fund Act, 1952
The Contract Labour (Regulation and Abolition) Act, 1970
The Payment of Bonus Act, 1965
The Payment of Gratuity Act, 1972
The Employees State Insurance Act, 1948
The Child Labour (Prohibition and Regulation) Act, 1986
The Minimum Wages Act, 1948

9. Income tax assessment certificate for the :
last three financial years i.e. 2022-23,
2023-24 and 2024-25.

10. Details of places where security services are being provided to Govt./ Public Sector
Undertakings/ Educational Institutions /Public Limited co./Public Places in the last three
years.

Organisation	Nature of Job	Value	Area covered	Manpower deployed	Contact Person at such organization with Tel. No. and his designation

11. Furnish details of work orders/ : a)
performance certificates clearly mentioning
the value of work more than INR 300 lakhs
and period of contract during last three
years
(attach copies also)

b)

12. Details of infrastructure :

13. Name & address of Principal Bankers. Also :
submit solvency certificate.

14. Turnover receipts for the last 3 financial years
2022 – 23 :
2023 – 24 :
2024 – 25 :
Attach audited accounts and / or CA.
certificate for the above years
15. Any other relevant information :

Signature of the tenderer(s)

Name and Designation of authorised person
signing the tender on behalf of the tenderer(s) with Rubber Stamp.

Full Name and address of the tenderer(s).

Declaration Letter from the Contractor

Reference No: _____

Date: _____

From:

Sub: Tender for providing security services at Sunder Nursery and Humayun's Tomb World Heritage Site Museum, Nizamuddin, New Delhi 110013

Dear Sir,

Having examined the Tender Documents for providing **Security Services** comprising of Notice Inviting Tenders, Instructions to Tenderer(s), General Conditions, Scope of Work etc., (hereinafter called the '**Tender Documents**') and having understood the provisions of the said tender documents, I/We hereby submit my/our offer to you in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the price quoted by me/us in the Financial Bid Form being submitted separately duly signed in a sealed cover as required along with Commercial and Technical bid in soft copy. I/We have enclosed with this tender duly signed the following documents namely:

1. Instructions to Tenderer(s)
2. Scope of Work
3. General Conditions
4. Information about the Tender
4. Price offered Part i.e., Financial Bid
5. Other documents as required

I/We hereby undertake that the statements made herein and the information given by us are true in all respect and that in the event of any such statement or information being found to be incorrect in respect of any of particulars, the same may be construed to be a misrepresentation entitling the GSNMT to avoid any resultant contract/terminate the contract and I/we will compensate the GSNMT for any loss/damage caused due to such misrepresentation and the GSNMT may also, at its discretion may blacklist the tenderer.

We further note, that GSNMT can amend/alter/ modify the conditions in its discretion.

- (i) We also agree, that GSNMT reserves the right to cancel the entire process of tender without assigning any reason.

Yours faithfully,

Signature of the tenderer(s)

Name and Designation of authorised person
signing the tender on behalf of the tenderer(s) with Rubber Stamp.

Full Name and address of the tenderer(s).

**FINANCIAL BID
(Part-II)**

Schedule of Rates

Rates are to be provided strictly in the following format, not following this format will lead to cancellation of the tender:

The location and number of guards and supervisors are as mentioned in the **Scope of Work**.

S.No.	Particular (8.30 hours shift duty)	Total Manpower	Per person / Per month (INR)	Total Per Month (INR)
1.	Security Guard (Male)	96		
2.	Security Guard (Female)	11		
3.	Security Supervisor	06		
	Total:			

Please attach the detailed breakup of per person/per month and GST to be mentioned extra.

Note:

1. The **Security Guard** will be considered under the **Semi-skilled category and Supervisor under skilled category as per the minimum wages of the Government of NCT of Delhi**. The Tenderers are expected to submit their respective bids considering the above consideration. The successful bidder shall provide uniformed and trained personnel and use its best endeavor to provide Security services to the GSNMT. Rates quoted will include all statutory obligations of the contractor under the Code on Wages, 2019, Contract Labour (R&A) Act, 1970, weekly-off replacement charges, cost of uniform of personnel deployed by the contractor, all kinds of taxes, etc. of the agency. The rate quoted will be for per shift of per person per month. **If the minimum wages is revised by the Government of NCT of Delhi**, incremental wages, if applicable, will be provided.
2. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
3. The contract will be for thirty-four (34) months w.e.f. 1st June, 2026 to 31st March, 2029.
4. The number of manpower required shown above is indicative, and the actual quantity may vary.
5. The bidders shall quote the rates in Indian Rupees.

6. **All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.**

The Price Bid should be on the agency / company/firm letter head and submitted in a separate sealed envelope.

Signature of the tenderer(s)

Name and Designation of authorised person
signing the tender on behalf of the tenderer(s) with Rubber Stamp

Full Name and address of the tenderer(s).