

Government of India
(Department of Personnel & Training)
STAFF SELECTION COMMISSION (NWR)
Ground floor, Kendriya Sadan, Sector 9-A, Chandigarh
Web address: www.sscnwr.org

TENDER DOCUMENT

FOR

"Videography of recruitment activities of SSC (NWR) in the state of J&K, Punjab, Haryana, Himachal Pradesh and Chandigarh(UT)

Tender No: 1/28/2014/Admn/NWR/Videography Dated: 02/10/2014

Price Rs. 100/-

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Government of India (Department of Personnel & Training) STAFF SELECTION COMMISSION(NWR) Ground floor, Kendriya Sadan, Sector 9-A, Chandigarh Web address: www.sscnwr.org

NIT No: 1/28/2014/Admn/NWR/Videography NOTICE INVITING TENDER

Staff Selection Commission is a reputed Government Recruitment Organisation for recruitment of various Group B and Group C posts in various Ministries, Departments of Government of India, and its attached & subordinate offices.

Recruitment for various post are done mostly through open competitive written exam (which includes different tiers of exam for some of exams) followed by skill test and Interview as per Recruitment rule applicable for these posts. The Staff Selection Commission has a nationwide network of 9 Regional/Sub-regional Offices located at Allahabad, Bangalore, Chennai, Guwahati, Kolkata, Mumbai, New Delhi, Chandigarh & Raipur. Northern Western Region of

SSC has its jurisdiction over J&K, Punjab, Haryana, Himachal Pradesh and Chandigarh

(UT). Normally Written exam in North West region are conducted at Bathinda, Jalandhar, Amritsar & Patiala in Punjab, at Hamirpur, Shimla in Himachal Pradesh, at Jammu, Srinagar, Anantnag, Baramula, Rajauri, Kargil, Dodda, Leh in J&K and in Chandigarh.

In our continuous effort to introduce fairness & transparency in Recruitment process, Commission has decided to do videography of recruitment activity especially in written exams. Therefore proposal for empanelment from reputed, experienced and financially sound Companies/Firms/Agencies for providing "Videography of recruitment activities of SSC(NWR)" are invited on behalf of the President of India, under Two Bid System i.e. Technical Bid and Financial Bid.

The schedule of activity is as follows:

SN	Activity Description	Time Schedule
1	Tender No.	No: 1/28/2014/Admn/NWR/Videography Dated: 02-10 -2014
2	Time and last date of depositing tender / Bid	15:00 Hours of 14-10 -2014.
3	Time and Date of Opening of Tender / Technical Bid	14:30 Hours of 15-10-2014.
4	Time and Date of Opening of Financial Bid	16:30 Hours of 15-10-2014
5	Minimum Validity of tender offer	90 days from the date of Opening
6	Services to be offered	Videography of recruitment activity of SSC(NWR)
7	Estimated number Examination to be held in calendar year	About 12
8	Earnest Money Deposit with BID	Rs. 30,000/-
9	Duration of contract	One Year from the date of award of contract, with Provision for extension up to two more year with one year at a time.
10	Cost of Bid Document	Rs.100/-

Tender document can be obtained from Assistant Director, O/o Dy. RD Staff Selection Commission(NWR), after paying cost of bid document through DD in favour of the Dy. Regional Director, Staff Selection Commission(NWR), Chandigarh. Tender document can also be downloaded from the website www.sscnwr.org. The cost of the tender document in the form of Demand Draft in favour of the Dy. Regional Director, Staff Selection Commission(NWR), Chandigarh is to be enclosed with the bid along with requisite Bid security & other documents, failing which the tender will be out rightly rejected. The Demand draft of cost of tender form and of Earnest money should bear the date after the date of NIT. Interested/Willing firms are requested to visit SSC (NWR) office at Chandigarh to clear doubts, if any, regarding the nature and details of work to be done by them, with prior appointment.

The interested Companies/ Firms/ Agencies may submit their Bid complete in all respect (As mentioned in clause 22 of section I & Clause 16 of section II) along with Earnest Money Deposit (EMD) of Rs. 30,000/- from 10:30 AM on 02-10-2014 up to 1500 hours on 14-10-2014 in the Tender Box kept in O/o Dy. Regional Director, Staff Selection Commission (NWR), Ground floor, Kendriya Sadan, Sector 9-A, Chandigarh. The tenders shall not be entertained after this deadline under any circumstances whatsoever.

Asst. Director O/O Dy.RD SSC(NWR), Chandigarh

Dated: 02/10/2014

Copy to: 1. On Website www.sscnwr.org

CHECK LIST FOR BIDDERS

SN	Documents	Yes/No/(N/A)
1.	Cost of Tender documents. DD No. Amt. Date	
2.	EMD DD No. Amt. Date	
3.	Whether all the Pages are seal and signed & properly tagged with all documents?	
4.	Whether Bidder's Profile is filled up (Section-III)	
5.	Whether Self Attested copy of Registration of the firm is attached?	
6.	Self Attested copy of Partnership Deed or Proprietorship deed / Memorandum of Association / Articles as applicable.	
7.	Self Attested copy of PAN card.	
8.	Self Attested copy of Service Tax Registration Certificate.	
9.	Self Attested copy of Experience certificate (Minimum one year experience of similar nature of work during last three year from the date of NIT).	
10	Declaration regarding no relative working in SSC on Rs. 20/- Stamp Paper & notarized (Section-V)	
14.	Letter of Authorization for attending tendering process, in original (if applicable) (Section-VI)	
15.	Declaration towards Non – Tampering of tender document. (Section-VII)	
11.	Declaration about Blacklisted/Non-Blacklisted company Rs. 20/- stamp paper & notarized (Section-VIII)	
12.	Power of Attorney in original, in case tender document is signed by person other than tenderer or tendering company.	
13.	Technical Bid (Clause 22 of Section I & Clause 16 of Section II)	
14.	Financial Bid (Section-IV)	

GENERAL INSTRUCTIONS TO BIDDERS

- 1. The tenderer must read carefully all the terms, conditions and specifications before filling up the tender and his bid.
- 2. In respect of the matters pertaining to this contract, tenderer shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organisation. All disputes, differences, clarifications etc. arising out of this contract will be represented by tenderer himself or by his authorised representative at Chandigarh only.
- 3. The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document.
- 4. It may be noted that the tender notice is only for empanelment and fixing a contract and shall not be construed as invitation to bid for providing the job i.e. there is no guarantee for award of work.
- 5. Any tenderer participating in this tender should make sure that he have the necessary eligibility /capability to accomplish the task timely, efficiently and accurately.
- 6. It is implied that the tenderer has obtained all necessary information directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract and has satisfied him/her before making the offer. Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the contract. The rate quoted should take all factors into consideration.
- 7. The tenderer acknowledges that he assumes all risks contingent upon the nature of the contract to be actually encountered by him in executing the contract, even though such actual conditions may result in the tenderer performing more or less work than that originally anticipated.
- 8. The tenderer who are confident of executing the contract in time by employing the required resources, manpower and materials should only participate in this tender offer.
- 9. The tender schedule shall be read in conjunction with General Instructions to bidders, Terms & Conditions of Contract and Additional Conditions if any. The tenderer shall be deemed to have carefully examined all these documents. It is further understood and agreed that the tenderer by careful examination satisfied him with the terms and conditions of the tender document.
- 10. The quantities indicated in tender may increase or decrease in each category depending of requirement.

11. SUBMISSION OF BIDS:

The tenders should be submitted in sealed covers super scribed "Tender for Videography of Recruitment Activities of SSC (NWR)". The tender should be addressed to Dy.Regional Director, Staff Selection Commission(NWR), Ground floor, kendriya sadan, sector 9-A, chandigarh and should be dropped in the tender box placed in room of Asstt. Director O/O Dy. Regional Director, Staff Selection Commission(NWR), Ground floor, kendriya sadan, sector 9-A, chandigarh.

12. Method of preparation of bid

a) Bid for each tender should be submitted in two sealed envelopes placed inside a main sealed envelope. The envelopes inside the main envelope should contain the following;

Envelope	Marked on the cover	Contents of Envelope
First	Technical Bid	Should contain EMD, cost of tender form and documents as
		per clause 22 of Section I (General Instruction).
Second	Financial Bid	Rates duly quoted by the tenderer in the prescribed format in
		Section IV.

On all these envelopes the name of the firm and whether "Technical" OR "Financial" bid must be clearly mentioned and should be properly sealed, seal means wax sealed or sealed with PVC tape/ Adhesive tape, the document should not be sealed merely with gum or stapler pin. These envelopes are to be placed inside an outer envelope and properly sealed as mentioned above. The tenders which are not submitted in above mentioned manner shall be summarily rejected

- b) The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.
- c) Any tender with conditions other than those specified in the tender documents, is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.
- d) No person is permitted to bid for tender whose relative(s) is (are) working in Staff Selection Commission (NWR), Chandigarh. The tenderer thus should give certificate on Rs. 20/-Revenue Stamp paper duly attested by Public Notary along with tender documents that none of his/her relative is working in Staff Selection Commission(NWR), Chandigarh. Near relative for this purpose is defined in section V.

Note: - The "Financial Bid" of only technically qualified tenders will be opened.

- **13. LATE BIDS:** Tenders will not be received after the specified time of closing of the tender and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.
- **14.** The tenderer shall quote the rate in English or Hindi only, both in words and figures only in the manner as specified for every mentioned item separately.
- **15.** In the case of illiterate tenderer, a witness should attest the tendered rate. The rates quoted in words will have precedence over the rates quoted in figures.
- 16. All corrections, additions and alterations in the entries and tender papers will be signed in full by the tenderer with date. No errors or overwriting shall be permissible unless signed by the tenderer with date.
- 17. The tender shall contain the name, address of residence and place of business of tenderer and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish full names and addresses; in case of the authorized representative signs it in that behalf, tender shall accompany the "Power of Attorney" in original. In case of the partnership firm, Self Attested true copy of the partnership deed must be submitted along with the tender. Similarly in case of company the Self Attested copy of Memorandum of Article & Association.
- **18.** The tenderer shall certify and sign on each and every page of tender document at the bottom left hand corner and also will sign wherever required in the tender document as his acceptance of each and conditions of the contract.
- **19.** Earnest Money shall be paid by Demand Draft drawn on any Nationalized or Scheduled Bank drawn in favour of the Dy. Regional Director, Staff Selection Commission(NWR), Chandigarh as mentioned in the notice inviting tender. Earnest Money in cash or in the form of cheque or in any other form will not be accepted.

- 20. Interest shall NOT be payable on the Earnest Money deposit.
- **21.** The Earnest Money of the successful tenderer will be adjusted towards security deposit and of the unsuccessful tenderer will be refunded without interest within reasonable time after final decision of the tender, normally within six months from the date of opening of tenders.
- **22.** The following documents must be submitted by the bidder with technical bid. The contracting firm/ agency/ company should be registered with appropriate authorities and Self Attested copy of registration must be attached.
 - a) Self Attested copy of **Service Tax Registration** certificate issued by competent authority.
 - b) Self Attested Copy of PAN Card.
 - c) Self Attested Copy of experience Certificate (Minimum experience of providing of Services of Videography services in multiple City simultaneously in written exam of recruitment agencies or similar nature of work during the last three year from the date of NIT) of value of Rs. Two Lacks in Central Govt. /State Govt./CPSU/Nationalized Bank/State PSU .The certificate should be issued by the officer of the rank of Branch Manager/Executive Engineer/Under Secretary or above.
 - d) Bidder's profile as per section III.
 - e) **Certificate on Rs.20/- stamp paper notarized**, regarding no near relative is working in Staff Selection Commission (NWR), Chandigarh as per **section V**.
 - f) Declaration towards Non tampering of tender document as per section VII.
 - g) **Certificate on Rs.20/- stamp paper notarized**, regarding Blacklisting and Non- Blacklisting of firm/company/agency as per **section VIII**.
 - h) Self Attested copy of Partnership Deed or affidavit in original regarding sole proprietorship in case of proprietorship firm / Memorandum of Association / Articles as applicable.
 - i) Tender document(s), in original duly filled in and signed by tenderer or his authorized representative along with rubber seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
 - j) Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.
 - k) In case of downloaded tender document, cost of tender document in the form of Demand Draft in favour the Dy. Regional Director, Staff Selection Commission(NWR), Chandigarh.
 - I) Bid Security in the form of Demand Draft in favour of the Dy. Regional Director, Staff Selection Commission(NWR), Chandigarh.

23. REJECTION OF TENDERS

The authority inviting tenders, at his sole discretion shall reserve the right to reject or cancel consideration of any or all tenders:

- a) If the requisite Earnest Money Deposit in the manner does not support the tender provided therein.
- b) If the tender is **not duly signed**, or **not found proper or complete** to the satisfaction of SSC in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
- c) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
- d) If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.
- e) Without assigning any reason thereof.

- 24. The bid submitted by tenderer will remain valid for acceptance for a period of **90 (Ninety) days** from the date of opening of the tender. Tenderer shall not be entitled during this period of Ninety days, without the consent in writing of SSC to revoke or cancel or modify his bid submitted or in thereof. The SSC shall communicate the acceptance of tender to the successful tenderer(s). Due to administrative reasons, extension of the time period, if requested by the SSC in writing, the tenderer shall accede to such request for extension and communicate his acceptance to the SSC in writing.
- 25. Tender will be accepted and Contract will be finalized only with those of the tenderer(s), who in the opinion of SSC shall have capacity and resources to execute the contract assigned in the prescribed time as per the time schedule.
- 26. The SSC reserves the right to award the contract or part thereof to **one or more tenderers** whose rate may not necessarily be the lowest. The decision of Dy.Regional Director, SSC(NWR), Chandigarh in this regard shall be final and binding.
- **27.** Any clarifications on details of the contract can be obtained from AD O/o Dy.Regional Director, SSC(NWR), Chandigarh before the date specified for opening of the tender.
- **28.** Any attempt to negotiate directly or indirectly by tenderers with the authority to whom the tender is submitted or with the authority who is competent to accept the tender or endeavours to secure interest for actual or prospective tender or to influence by any means will disqualify the tender and same will be summarily rejected and action to black-list the tenderer will be taken by the competent authority.
- 29. No Gazetted Officer employed in SSC is allowed to work as a contractor for a period of two years of his retirement. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained permission of Govt. of India as aforesaid before submission of the tender or engagement in the contractor's service as the case may be, and any security deposit, earnest money deposit and any other bills due for payment shall stand forfeited forthwith. Under the above circumstances, such contractor shall not claim any type of relief or remedy of whatever nature, from the SSC for his illegal act.
- **30.** SSC assumes no responsibility whatever for any oral understandings or representations made by any of its officers or agents or servants prior to the execution of the contract.
- 31. No communication from the tenderer in the form of any clarification or information/document lost sight of in the original tender etc. will be given any consideration, unless any such clarification has been sought for by the SSC.
- 32. SSC reserves the right to postpone the date of opening of tender or to cancel the tender notice without assigning any reasons thereof. Any request from tenderers to postpone or to change date of opening of the tender due to any reason, whatsoever, will not be considered.
- 33. SSC is not bound to accept the lowest tender and reserves absolute right to reject any or all tenders without assigning any reason thereof.
- 34. The tender form and Document shall be non-transferable.
- 35. These instructions to the Tenderer/Bidder shall be deemed to form part of the Agreement/Contract for the work.
- 36. The tender will be in force for a period of One Year commencing from the date of execution of agreement. The Dy. Regional Director, SSC(NWR) Chandigarh may extend the period of contract for up to two more year (one year at a time) from the date of its expiry on the same terms and conditions. Similarly the Dy.Regional Director, SSC(NWR) Chandigarh can also reduce the period of contract which shall be binding on the contractor.

37.	the date working	of opening day.	of tender	is	declared	а	holiday,	the	tender	will	be	opened	on

SECTION-II

Terms and Conditions of Contract

1. About Staff Selection Commission (Northern Western Region)

1.1. Staff Selection Commission recruits Group B & Group C personnel for the Government of India. Departmental Examinations for promotion to posts of Stenographer Grade 'C', UDCs/LDCs and Proficiency Tests are also conducted. NW Region of the Staff Selection Commission handles candidates of J&K,Himachal,Punjab,Haryana and Chandigarh(UT).

Following are the main Open Examinations conducted by SSC -

- (i) Combined Graduate Level Examination.
- (ii) Sub Inspector in CAPFs/Delhi Police Examination.
- (iii) Junior Engineer (Civil & Elect.) Examination.
- (iv) Stenographers Gr. 'C' & Gr. 'D' Examination
- (v) Combined Higher Secondary Level (10+2) Examination.
- (vi) Multi-Tasking (Non-Technical) Staff Exam.
- (vii) Junior Translator (CSOLS)/ Junior Hindi Translator Examination.
- **1.2.** Apart from above examinations, SSC also conducts Departmental Examinations and other examinations on Consultancy basis, for example, recruitment of Food Corporation of India, Prasar Bharati and Constables (GD) in CAPFs etc.
- 2. Examination Centre (Cities): SSC(NWR) conduct written examination at following centre
 - (i) Bathinda, Jalandhar, Amritsar & Patiala in Punjab
 - (ii) Hamirpur, Shimla in Himachal Pradesh
 - (iii) Jammu, Srinagar, Anantnag, Baramula, Rajauri, Kargil, Dodda, Leh in J&K
 - (iv) Chandigarh.

However the Cities/Towns mentioned above may change or new Cities/Towns added depending on exigencies and other factors

- 3. **Scope of Videography:** Videography of examinations should start from 0800 Hrs. on the examination day and continue till the last process of examination is over. Examinations are held in both single and double shifts/sessions. Each examination hall consists of a maximum of 24 candidates with two Invigilators or their multiple of 24. Video coverage of examinations starts from the very start of the examination process and inter-alia includes:
 - (a) The general atmosphere at the venue with the candidates entering the main gate and the school/college;
 - (b) Coverage of the Notice Boards near the gate of the Examination Centre, where the details of the candidates are displayed;
 - (c) Arrangements for safe custody of mobile phones, if exists;
 - (d) Security arrangements and personnel on security duty at the examination Centre;
 - (e) Receipt of the Examination materials from the Co-ordinator;
 - (f) Seals on the bags and the overall condition of the bags received from the Co-ordinator;
 - (g) Opening process of the bags and its distribution to the Invigilators or other officials (for further distribution to the Invigilators in the room/hall);
 - (h) Footage of the Centre Supervisor, Inspecting Officers, officials and other staff present in the room;
 - (i) Invigilators, Flying Squad, other officials visiting the Centre;
 - (j) Instructions being conveyed to the Invigilators;
 - (k) A short of the list of candidates allotted to a particular room;
 - (I) Videography of each and every candidate present during the written examination, hall-wise and preferably in serial order. During videography it should be ensured that the full frontal view of the candidates face is captured. Candidates should be advised to hold their open Admit Cards close to

their chest so that their Roll Number/Photo printed thereon is clearly visible in the Video shot. Each candidates are to be videographed for a minimum of 3 to 4 seconds. On publication of result, the videos of the selected candidates for the next stage (if applicable) should be segregated in a separate external hard disc. The same is to be aligned later with their video shot during the Next stage. The hard disc/DVDs should be handed over to the Dy. Regional Director/SSC. Adequate Back-up should be taken and kept in readiness for use, if required.

- (m) Invigilators and other functionaries in the room;
- (n) Special coverage of any activity that may be noticed unusual in the examination hall, like usage of mobile phones, copying, candidates talking with each other, etc.
- (o) Desks in the examination hall where OMR Sheets/Questions Papers are kept on the desks of absentees;
- (p) Filling up of the OMR Sheets and writing of the examination;
- (q) Provision of lighting, ventilation and drinking water facility in the examination halls;
- (r) Arranging, packing and sealing of the OMR Sheets/Answer Booklets after the examination, etc.
- (s) Any other unusual incident which may arise at a particular venue or any other event as per the direction of the Centre Supervisor/Inspecting Officer/SSC Official.

4. Retention and Submission of Videography records

- 4.1. The complete record of the videography, session-wise and venue-wise should be handed over to the Dy. Regional Director/SSC (as the case may be) within fifteen days after completion of the Written Examination in external hard-discs or in DVDs as instructed. Adequate Back-up should be taken and kept in readiness for use, if required.
- 4.2. On publication of result, the videos of the selected candidates for the next stage (if applicable) should be segregated in a separate external hard disc. The same is to be aligned later with their video shot during the Next stage. The hard disc/DVDs should be handed over to the Dy. Regional Director/SSC. Adequate Back-up should be taken and kept in readiness for use, if required.
- 4.3. All videography records are to be kept till three month after final publication of result of respective exam in reliable media storage.

5. <u>Selection of Videographer</u>:

- 5.1. No person, whose wards or relatives are taking part in that particular examination should be engaged for videography or assigned any related works. It will be sole responsibility of the contractor, not to engage such videographer whose ward is appearing in that particular examination.
- **5.2.** The videographers engaged for each venue should be of good character, experienced and should possess Identity Cards/ Authority Letters signed by the authorized signatory of the contractor.
- 6. <u>City Supervisor</u>: Contractor has to depute at least one supervisor in each city for coordinating the activities of videographers if no of venues for videography are more than five. Contactor has to provide the name and contact detail of these supervisors along with detail of all videographer well in advance to SSC.
- 7. Single authority letter will be issued to the contractor containing list of venue for Videography by SSC. Name of the contractor authorized for videography will be intimated to venue supervisor well in advance or team leader of Flying squad team to permit videography of exam activity in exam venue.
- 8. <u>Identity Card:</u> All videographer and supervisor engaged should bear the identity card issued by the authorized person of the contractor. They should also posses ONE ORIGINAL PHOTO ID SUCH AS PAN CARD/ADHAR CARD/DRIVING LICENSE ETC ISSUED BY ANY GOVERNMENT AGENCY while on duty.
- 9. **Quality of Videography**: The videos should be of high quality so that the images do not become grainy and fuzzy upon magnification up to 04 times the original image size. Roll No., Ticket No. and Name of candidate printed on Admit card should be clearly visible in video shot.
- 10. The work shall be undertaken as per instructions/guidelines given by the Dy. Regional Director, SSC(NWR) from time to time.

- 11. The Agency shall have proper Work Place, Manpower including technical Manpower, Computer, etc. (Provide relevant documentary proof).
- 12. The Agency shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed and utmost secrecy and confidentiality must be maintained. Any incidence of compromise with secrecy and confidentiality by the agency shall be construed as breach of contract and appropriate penal action shall be taken.
- 13. The Cities as well as the Centres where videography is to be done will be decided solely by the Commission based on the needs and the successful tenderer must carry out the work at such Cities and Centres as Stipulated by the Commission.

14. EARNEST MONEY DEPOSIT (EMD)/ Bid Security:

The EMD (Earnest Money Deposit) for an amount of Rs. 30,000/- (Rupees Thirty Thousand Only) should be in the form of Demand Draft. The DD should be in favour of the Dy. Regional Director, Staff Selection Commission(NWR), Chandigarh. Earnest Money Deposit in any other form will not be accepted. Earnest Money of the successful bidder will be adjusted against the performance security. No exemption of EMD shall be allowed to anyone including PSU/Cooperative Society / Govt. Organization. Tender Bids without EMD or EMD of lesser amount shall be summarily rejected. EMD shall be returned/refunded to unsuccessful bidders.

15. **PERFORMANCE SECURITY**:

- 15.1. **Earnest Money** of Rs 30,000/- deposited at the time of submission of the tender will be converted into Performance Security Deposit on the acceptance of the tender.
- 15.2. The successful tenderer will have to deposit a Performance Security Deposit of Rs 60,000 (One Sixty thousand Only) including BID EMD of Rs. 30,000 at the time of signing of agreement within 10 working days of the issue of the letter of intent. The performance security will be furnished in the form of the Account Payee Demand Draft/Bank Guarantee drawn in favour of the Dy. Regional Director, Staff Selection Commission(NWR), Chandigarh OR Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of the Company / Firm / Agency but hypothecated to the Dy. Regional Director, SSC(NWR), payable at Chandigarh. The performance security should remain valid for a period of 90 days beyond the date of completion of all the contractual obligations of the supplier.
- 15.3. Additional Performance Security Deposit upto 10% of the work order value may be required to be deposited by the empanelled agencies/tenderers, if the total value of the work order in a financial year exceeds Rs. 6 Lakhs (Rupees Six Lakhs).
- 15.4. Security Deposit shall **not bear any interest for any period whatsoever**, and therefore, Interest shall not be payable by the SSC on the Security Deposit or on amounts payable to the Contractor under the contract.
- 15.5. Security Deposit shall be liable for appropriation / adjustment against any liquidated damages for delayed execution. If the contractor fails or neglects to perform any of his obligation under the contract, it shall be lawful for the SSC to forfeit either whole or any part of the Security Deposit furnished by the contractor after issuing a "SHOW-CAUSE" Notice to the contractor.
- 15.6. The Security Deposit shall be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account.
- 15.7. All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the Security Deposit or from any sum which may be due or may become due to the contractor by the SSC on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in

- full, the security deposit. Otherwise, they said balance in full shall be collected from the bills of the contractor.
- 15.8. If the contractor duly performs and completes the contracts in all respects, the SSC shall refund the Security Deposit to the Contractor after deducting all costs and other expenses that the SSC may have incurred for making good any loss due to any action attributable to the contractor which the SSC is entitled to recover from the contractor.
- 15.9. Security Deposit will be refundable only after full settlement of final bill for the works contracted/executed under the contract and on submission of NOC from the all section of SSC.
- 15.10. Security Deposit that is due for refund to the Contractor and remain unclaimed for One years after its refund becomes admissible (for instance, after the contractor fulfils his contract) shall be dealt with in accordance with the provisions contained in the rules of the SSC.

16. <u>Minimum Eligibility criteria for bidder:</u>

The following documents must be submitted along with tender document. Any tenderer submitting bid without documents, those specified below, is liable to be summarily rejected.

- a) Bidder must be a firm/ agency/ company that should be registered with appropriate authorities and Self Attested copy of **registration** may be attached. Self Attested copy of **Partnership Deed or** affidavit in original regarding sole proprietorship in case of proprietorship firm/ **Memorandum of Association / Articles** as applicable.
- b) Bidder must have **Service tax registration number** issued by competent authority.
- c) Bidder must have PAN card.
- d) Self Attested Copy of **experience Certificate** -Minimum experience of providing of managing Videography or similar nature of work at multiple cities on same day and time during the last three year from the date of NIT of value of Rs. Two Lacks in Central Govt. /State Govt./CPSU/Nationalized Bank/State PSU etc. The certificate should be issued by the officer of the rank of Branch Manager/Executive Engineer/Under Secretary or equivalent or above.
- e) Bidders profile dully filled & signed as per section III.
- f) Certificate of "No near relative" of the bidder firm/company be working/employed in SSC to be executed on Rs.20/- Stamp paper & Self Attested by Public Notary/Executive Magistrate by the bidder (Section-V).
- g) Declaration towards Non tampering of tender document (Section-VII).
- h) Certificate of "BLACKLISTING & NON- BLACKLISTING "of bidder firm/company to be executed on Rs.20/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder(Section-VIII).
- i) All the tender document pages are sealed and signed.
- j) Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.

17. FINANCIAL EVALUATION of BID

- 17.1. Lowest rate will be calculated as per following formula.
 - 0.30 *Rate per single session+ 0.70*Rate for double session.
- 17.2. In case of tie, preference to be given to the bidder/tenderer who have more experience /infrastructure to execute the work.

18. **EMPANELMENT OF AGENCIES**:

- 18.1. The Commission will empanel One/two more agencies in addition to the lowest bidder (L1), on their written consent to work at the rates of lowest bidder.
- 18.2. The SSC (NWR) reserves the right to assign the full or part work of Examination/Examinations to one or more agency as per requirement.

19. SIGNING OF THE CONTRACT AGREEMENT

The empanelled agencies will be required to enter into an Agreement with SSC within **10(Ten)** working days of being called upon on a non-judicial stamp paper of Rs. **100/-(**One hundred only) at his own cost and in the form annexed hereto to this effect. Such agreement must conform to all the terms and conditions of NIT and other such condition in the tender offer as may be agreed upon by Dy. Regional Director, SSC(NWR), Chandigarh.

- 20. The SSC reserves the right to cancel the agreement executed without any compensation whatsoever to the contractor any time before the award of the work. The action of SSC under this clause shall not construe the breach of contract.
- 21. **FORFEITURE OF EARNEST MONEY:** In the event of failure of the tenderer to execute the Agreement or failure to remit the required security deposit **within seven working days** of being called upon to do so, the amount of Earnest Money shall stand forfeited. The acceptance of the tender will be re-considered or revoked or cancelled at the discretion of SSC which will not amount to imposing of penalty.

22. PERIOD OF CONTRACT:

- 22.1. The empanelment of agencies will be for a period of one year initially from the date of signing the agreement. The agreement with the agencies can also be extended for a further period of maximum of two years, one year at a time, upon satisfactory performance of the Agency and requirement of the Commission.
- 22.2. The agency shall be liable to complete all pending activities in respect of work already assigned during the period of Contract/Agreement.
- 22.3. After the expiry/Termination of Agreement / Contract with Agency by whatever reason, the Commission would be entitled to get the work done from any other firm/agency or person and the bidder would be liable to hand over all materials to the Commission and will not object in any manner to the work being completed by any other agency.

23. PAYMENT TERMS AND CONDITIONS

- 23.1. The Contractor shall submit bills in duplicate after successful completion of works as per work order within fifteen days along with videography records in reliable media and certificate of videography done from Static Magistrate/Inspecting officer or Venue Supervisor or team leader of flying squad team as the case may be.
- 23.2.Contractor has to submit a "No Relations Certificate" to the effect that none of their (all personal engaged for videography) close relatives are appearing in the exam along with the bill.
- 23.3.70 % payment of qualified amount for a particular tier/stage of exam will be made only by Account payee cheques or through NEFT/RTGS. The SSC will have the right to recover liquidated damages for delay or slow progress or inferior quality of the work from the bills submitted for payment. Balance will be paid after submission of bill of balance amount along with segregated and aligned videos of previous tiers/stages in respect of finally successful candidates.

- 23.4. Payment will be made only after the Commission is satisfied about the completion of work in terms of quality & quantity.
- 23.5. TDS will be deducted as per prevalent rule of Income Tax Act.

24. **PENALTIES**:

- 24.1.The Agency shall be responsible for 100% accuracy in the execution of work. The agency shall be responsible for completion of work as per time schedule stipulated in the Bid document/agreement and as per the direction of the Commission.
- 24.2.After publication of final result, the video/still photo of such candidates should be segregated in external reliable storage media for each stage of exam for verification of impersonation if used by the candidates while writing exam. If the contractor failed to provide video/still photo of any finally successful candidates for whom videography had been done earlier or failed to cover video in exam, then SSC may imposed penalty up to Rs 1000/- per such case.
- 24.3. The Commission will have the right to impose a penalty. The quantum of penalty levied will be based on whether the laxity of work is major or minor. Decision of the Dy.Regional Director, SSC(NWR) will be final on this.
- 24.4. For any loss, damage, financial liability etc. occurring to the Commission by way of court matter; litigation or under right to Information Act or otherwise on account of any irregularities, negligence, omission, commission or mishandling etc. By the agency, the Agency shall be accountable and the entire damage or loss of financial liability shall be borne entirely by the agency.

25. **TERMINATION OF AGREEMENT**:

- 25.1. In case of any delay in execution of work assigned, the Agency would be liable to pay penalties. However, in case of regular delays, the Commission would be entitled to cancel the agreement and in that case the agency will not be entitled to any amount payable to them under this contract.
- 25.2. In case of excessive errors and if the Commission is of the view that the work has not been performed satisfactorily and cannot be performed by the Agency, the Commission at its discretion may terminate the agreement without any prior notice and in that case the Commission would not be liable to pay any amount on any account to the Agency.
- 25.3. If the work of the agency is not found satisfactory or any breach is noticed or any manipulation is reported to or noticed by SSC (NWR), Dy. Regional Director, SSC (NWR) reserves the right to cancel the contract and/ or forfeit Performance Security submitted by the agency and/ or to take legal action including black listing the agency, at any point of time during the period of contract without prior notice.
- 25.4. In case the contract is terminated with agency, the Commission would be entitled to get the work done from any other firm/agency or person and the bidder would hand over the completed and uncompleted work to the Commission and will not object in any manner to the work being completed by any other agency.
- 25.5. The agency shall strictly comply with the terms and conditions of the agreement. In case of violation of any of the terms and conditions, the agreement shall be liable to be cancelled immediately and Performance Security shall also be forfeited and the agency will not be entitled to any amount payable to them under this contract.

26. **FORCE MAJEURE**:

- 26.1. Notwithstanding the provisions of the tender, the Agency shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default, to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 26.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the Agency's fault or negligence and not foreseeable. Such event may include, but are not restricted to, acts of the client either in its sovereign or

contractual capacity, ware or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

26.3. If a force Majeure situation arises, the qualified agency shall promptly notify the commission in writing of such conditions and the cause thereof. Unless otherwise directed by the Commission in writing, the Agency shall continue to perform its obligations, under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Commission may terminate the contract, by giving a written notice of 7 days to the agency, if as a result of force Majeure, the agency being unable to perform activities/functions for a period of more than two weeks.

27. TAXES AND DUTIES

Contractor shall pay **all levies, fees, royalties, taxes and duties** payable or arising from out of, by virtue of or in connection with and/or incidental to the Contract or any of the obligations of the parties in terms of the Contract Documents and/or in respect of the works or operation(s) or any part thereof to be performed by the Contractor and the Contractor shall indemnify and keep indemnified the SSC from and against the same or any default by the Contractor in the payment thereof.

28. PRICE ESCALATION

The SSC shall not be responsible for any escalation in prices of labour or materials, machinery, equipment etc. what-so-ever or any increase in any duties, levies, or taxes in respect thereof whatsoever and the Contractor rates and Contractor's obligation shall remain unaffected by such escalation and/or increase.

29. SUB-CONTRACTS

The Contractor shall not assign, sub-contract or sublet the whole or any part of the work covered by the contract.

- 30. <u>ARBITRATION</u>: In the event of any dispute or differences, the matter will be referred to the sole arbitrator appointed by Dy.Regional Director, Selection Commission (NWR), whose decision shall be final and binding
- 31. All dispute are subject to jurisdiction of Chandigarh Court only.

32. **DEFINATION**:

32.1. In the CONTRACT, the following expressions shall unless where the context otherwise required, have the meaning hereby respectively assigned to them:

The expression "WORKS" or "WORK" shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

"Change" shall mean a substitution for or omission of any work or other requirements within the general scope of the work; the performance of or compliance with which is contemplated by the contract documents.

"Extra work" shall mean any work or compliance with any requirements, other than a change which is not, expressly or impliedly contemplated by the contract documents, and which is necessary to be performed for the proper completion of the contracted work. For the purpose of clarifications, it is declared that, any work or operation which shall be necessarily incidental to the proper performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.

The "SITE" shall mean the location wherein the work is to be executed under the contract.

The "SSC" means the Staff Selection Commission, and its successors.

The VGA means Videography Agency

The "COMPETENT AUTHORITY" means the Dy. Regional Director, SSC(NWR), Chandigarh.

32.2. All references of: -

SSC /Chairman/Member, Commission / Secretary/Director/Regional Director/Dy.Regional Director/Asst. Director/Assistant/Account Officer/Accountant in various clauses shall mean the Officers in their respective Grades/Groups employed in the SSC, by whatever designations are assigned to them from time to time and who may be in-charge of direction, execution, supervision, testing, acceptance, maintenance of claims, etc. from time to time and includes their successors in office.

Words imparting the singular number include the plural number and vice-versa.

SECTION-III PROFILE OF BIDDER

1		Name of Bidding Agency/Firm (Acertificate of registration)	Attach :			
2		Name of proprietor / Director of Agency/Firm				
3		Full Address of Reg. Office with Te No., FAX No. & E-Mail	elephone :			
4		Full address of Operating/Branch with Telephone No., FAX No. & E-	•			
5		PAN / GIR/TAN No (Attach Self Attested copy)	:			
6	, [Details of available Infrastructure equipment used in videography v Bidder (Video camera, equipmen human manpower etc)	vith :			
7.	requ give	Attested copy of experience during a sirement in "Eligibility of Bidde n format in chronological order	er" clause. T r:	he summary of	that can be tab	ulated in the
	SN	,	Nature of the work executed	Work value (In Rs.)	Experience cer period from	tificate for the
	1		CACOUTCU			
	2					
	3					
	(If the space provided is insuffic	cient, a sepa	rate sheet may b	e attached)	
_						
8.	Addi	itional information, if any (Atta	ch separate	sheet, if require	d)	
8.	Addi	itional information, if any (Atta	ch separate	·	d) gnature of auth	orized person
Da	Addi te:	itional information, if any (Atta	ch separate	Sig		orized person

Rubber Seal of the Agency

SECTION-IV

FINANCIAL BID

Price Bid for Videography Services at venues for written examination conducted by Staff Selection Commission at various Cities across J&K, Punjab, Haryana, Himachal Pradesh and Chandigarh(UT) (Venues include the storage points of Question paper Bags).

	Rate (including all taxes and duties if any						
	Sessions of		venue of exam for Videography as per				
SN	Exam	Approx.	requiremen	t of SSC (irrespective of seating			
	LXaiii	Timings	capacity	y or registered candidates)			
			(In Figure)	(In words)			
		8:00 A.M. to					
		1:30 PM					
1.	Single	Or					
		12:00 AM to					
		5:30 PM					
2.	Double	08:00 A.M. to					
- .	Dodbie	5:30 PM					

NOTE -

1 : Session timings include the time at which the Question paper bags are taken out of the Treasury/Storage point of Question Paper bags, the time at which Question Paper bags are received at the Venue up to the time at which the post exam material are sealed for dispatch after the exam is over.

NOTE – 2: The capacity of the venue or number of candidates would generally range from 144 to 576 registered candidates per Venue for which videography have to be conducted. Seating/Registered capacity means numbers of candidates who have been issued admit card and allowed to take exam at this venue.

Place	Name of Signing Authority
Date	Signature & Rubber Seal of the Bidder

SECTION-V

PERFORMA FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN STAFF SELECTION COMMISSION(NWR), Chandigarh – 160 009

(To be executed on Rs.20/- Stamp paper & attested by Public N	lotary/Executive Magistrate by the bidder)
I S/O Sh	
R/o	
Hereby certify that none of my relative (s) as defined in in Staff Selection Commission(NWR), Chandigarh as per any stage, it is found that the information given by m absolute right to take any action as deemed fit, without	definition as detailed below. In case at e is false/incorrect, SSC shall have the
	Signature of the tenderer with seal*
The near relative (s) means:	
a) Members of a Hindu Undivided family;	

- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter (s) & daughter's husband (son-in-law), brother (s) and brother's wife and sister (s) & sister's husband (brother-in-law)

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, Certificate will be given by all the partners and in case of Limited Company, Certificate will be given by all the Directors of the company or company secretary on behalf of all directors). Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

Signature of the tenderer with seal*

SECTION VI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(Must be submitted to on or before date of bid opening)

To, Dy.Regional Director Staff Selection Commission(Notes) Ground floor, Kendriya Sadar Chandigarh		
Sub: Authorisation for attending bid	opening on	(date) in the
Tender of		
Following person is authorised to att		
Name of the Representative	Specime	en Signature
1		
Signature of the Bidder		
(Maximum one representative will entry to the venue of bid opening mis not received.)		

SECTION VII

DECLARATION FOR NON TEMPERING OF TENDER DOCUMENT

I / We /Proprietor/ Partner(s)/ Direct	or(s) of M/s,
hereby declare that I / We have not tar	npered the tender document issued vide TENDER
NO. 1/28/2014/Admn/NWR/Videography,	Dated: , which is downloaded from the
website <u>www.sscnwr.org</u> .	
	Signature
	Name
	Name & address of the firm:

SECTION VIII

DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING FROM TAKING PART IN GOVT. TENDER BY SSC/GOVT. DEPT

(To be executed on Rs.20/- Stamp paper & attested by Publ	ic Notary/Executive Magistrate by the bidder)
I / We Proprietor/ Partner(s)/ Director(s) of M/S	hereby declare that
the firm/company namely M/S	has not been
blacklisted or debarred in the past by SSC or any other G	Government organization from taking part in
Government tenders.	
Or	
I / We Proprietor/ Partner(s)/ Director(s) of M/S	hereby declare that the
firm/company namely M/S	was blacklisted
or debarred by SSC, or any other Government Departmen	at from taking part in Government tenders for
a period of years w.e.f The	period is over onand now the
firm/company is entitled to take part in Government te	nders.
In case the above information found false I/We are fu	illy aware that the tender/ contract will be
rejected/cancelled by O/o SSC(NWR), and EMD/SD shall be	e forfeited.
In addition to the above O/o SSC(NWR), will not be resp	ponsible to pay the bills for any completed /
partially completed work.	
	Signature
	Name
Capacity in which as	signed:
Name & address of the f	firm:
	Rubber Seal of the firm
	should be Affixed.
Date:	Signature of Bidder with seal.

SECTION IX

PRE RECEIPT FOR REFUND OF EARNEST MONEY

Received with thanks from Deputy Regional Direct Selection Commission , Chandigarh-160 009 a sum of the selection Commission , Chandigarh-160 009 a sum of the selection Commission , Chandigarh-160 009 a sum of the selection Commission , Chandigarh-160 009 a sum of the selection Commission , Chandigarh-160 009 a sum of the selection Commission , Chandigarh-160 009 a sum of the selection Commission , Chandigarh-160 009 a sum of the selection Commission , Chandigarh-160 009 a sum of the selection Commission , Chandigarh-160 009 a sum of the selection Commission , Chandigarh-160 009 a sum of the selection Commission , Chandigarh-160 009 a sum of the selection Commission , Chandigarh-160 009 a sum of the selection Commission , Chandigarh-160 009 a sum of the selection Commission , Chandigarh-160 009 a sum of the selection Commission , Chandigarh-160 009 a sum of the selection Commission	of Rs /- (Rs only, towards refund of Earnest Money
Tender No: 1/28/2014/Admn/NWR/Videography	Dated:02.10.2014
Date:	Signature of Bidder
Place:	(On one rupee revenue stamp)
(Note: Earnest Money will be returned to unsuccessful Of the tender)	Bidder only after finalization/completion
Name & Address:	

SECTION - X

AGREEMENT

(To be executed on Rs.100/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

 rep	ugnant to the co	ntext, include its	herein after calles successors, heir, exe	ed "The Contracto cutors, administrat	(year) between M/Sr" (which expression shall unless excluded by or ive representative and assignee) of the one part & rein after referred to as the SSC, of other part.		
acti duly	vities of SSC (NV accepted and v	VR)"on the terms where as the nec	s and conditions here	ein contained and the sits have been furn	SSC for providing "Videography of recruitment ne rates as mentioned hereunder which have been ished in accordance with the provisions of the Bid		
		Sessions of Exam		Rate (including all taxes and duties if any) per venue* of exam			
	SN			for Videography as per requirement of SSC (irrespective of			
			Approx. Timings	seating capacity or no. of candidates present)			
				(In Figure)	(In words)		
	1.	Single	8:00 A.M. to 1:30 PM Or 12:00 AM to 5:30 PM				
	2.	Double	08:00 A.M. to 5:30 PM				
whi	ch videography I		ucted. Seating/Regist		om 144 to 576 registered candidates per Venue for ans numbers of candidates who have been issued		
	It is hereby agre	eed and declared	by and between the	parties to these pr	esents as follows.		
1.	The contractor shall, during the period of this contact that is to say from (Date)						
2.	The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates and such othe additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the						

work shall be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.

3. The contractor hereby declares that nobody connected with or in the employment of the O/o Deputy Regional Director,

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(NWR) SSC, Chandigarh shall not ever be admitted as partner in the contract.

4.	The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc, stipulated in the Bid document including any correspondence between the contractor and the SSC having bearing on execution of work and payments of work to be done under the contract.						
In witness whereof the parties present have here into set their respective hands and seals the day, year in							
Above written:							
()	()			
Sigr	nature on behalf of SSC	Signature	on behalf of Contractor				
Nar	me:		Name:				
Des	ignation:		Designation:				
Sea	1:		Seal:				
Agreement signed in the presence of							
Sigi Nai Wit Sigi	iness 1: nature: me: iness 2: nature: meture:		Witness 1: Signature: Name: Witness 2: Signature: Name:				