



# राष्ट्रीय पुस्तक न्यास, भारत NATIONAL BOOK TRUST, INDIA

नेहरू भवन, 5 इंस्टीट्यूशनल एरिया, फेज-2,

वसंत कुंज नई दिल्ली-110070

**Nehru Bhawan, 5 Institutional Area, Phase-II, Vasant Kunj,**

**New Delhi-110 070**

**Phone No.011-26707700, Fax No.011-26121883**

**Email: office.nbt@nic.in**

**Website: w.w.w.nbtindia.gov.in**

## **TENDER NOTICE**

National Book Trust, India (NBT), Ministry of Human Resource Development, Government of India invites sealed Tenders from registered and reputed agencies in the prescribed Tender Form for **providing Security Services** for its office premises at Vasant Kunj.

Tender Form can be obtained from the Assistant Director (Admn.), National Book Trust, India, Nehru Bhwan, 5, Institutional Area, Phase-II, Vasant Kunj, New Delhi-110070 on any working day till 4 P.M. between **20.3.2015 to 14.4.2015** against payment of Rs.500/- in cash/ Demand Draft or the tender documents can be downloaded from NBT website [www.nbtindia.gov.in](http://www.nbtindia.gov.in). In such a case, the Tender fee may be remitted through bank draft/banker's cheque in favour of *National Book Trust, India*, payable at *New Delhi* alongwith the Complete Bid Documents.. The Tender Document is also available in e-procurement portal [www.eprocurement.gov.in](http://www.eprocurement.gov.in).

Sale of Tender document	: From date of release of advertisement <b>20.3.2015 to 14.4.2015</b> (upto <b>4.00 p.m.</b> )
Cost of Tender document	: Rs.500/-
Earnest Money Deposit	: Rs.50,000/-
Date of Pre-Bid	: 26.3.2015 at 11.00 a.m.
Last date of receipt	: 14.4.2015 upto 1.00 P.M.
Date of opening of tender	: <b>15.04.2015 – 2.00 0.M.(technical bid)</b> : <b>20.04.2015 – 2.00 P.M (financial bid)</b>

Director, NBT reserves the right to accept/reject any or all the bids without assigning any reason whatsoever.



**NATIONAL BOOK TRUST, INDIA**  
Ministry of Human Resource Development, Govt. of India  
Nehru Bhawan, 5 Institutional Area, Phase-II, Vasant Kunj,  
New Delhi-110 070  
Phone No.011-26707700, Fax No.011-26121883  
Email: office.nbt@nic.in  
Website: [www.nbtindia.gov.in](http://www.nbtindia.gov.in)

**TENDER FOR APPOINTMENT OF  
SECURITY SERVICE PROVIDER FOR  
NATIONAL BOOK TRUST**

<b>DATE OF ISSUE</b>	:	<b>From date of release of advertisement to 20.3.2015</b>
<b>Date of Pre Bid</b>	:	<b>26.3.2015 at 11.00 a.m.</b>
<b>LAST DATE FOR SUBMISSION</b>	:	<b>14.04.2015 up to 4.00 P.M.</b>
<b>DATE OF OPENING</b>	:	<b>15.04.2015 – 2.00 P.M (technical bid) 20.04.2015 – 2.00 P.M (financial bid)</b>
<b>PLACE OF SUBMISSION OF TENDER</b>	:	<b>National Book Trust, India Nehru Bhawan, 5, Institutional Area, Phase –II, Vasant Kunj, New Delhi – 110 070.</b>
<b>TELEPHONE NO</b>	:	<b>011-26707700</b>
<b>FAX NO.</b>	:	<b>011- 26121883</b>

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**NOTICE INVITING TENDERS (NIT)**

**Subject : Submission of tender for Security services**

1. National Book Trust (NBT) Ministry of Human Resource Development , Government of India, desires to appoint a Security Service Agency for its office premises at Vasant Kunj. Sealed tenders are invited under Two-Bid system from reputed agencies, having capacity to provide the required number of uniformed trained manpower for the security services of National Book Trust (NBT) at Vasant Kunj (5, Institutional area, Phase II, Vasant Kunj, New Delhi–110070) on contract basis/outsourcing basis for a period of one year. On satisfactory performance and mutual consent job can be extended for two more years.
2. Tender document containing terms and conditions can be purchased on payment of **Rs. 500/ (Rupees five hundred only) (Non-Refundable)** in the form of demand draft favoring **Director, National Book Trust, payable at New Delhi, from the office of NBT, Nehru Bhavan, Vasant Kunj , New Delhi 110070 till 14.4.2015** (Except Saturdays/Sundays and Bank Holidays) up to **4.00 PM..**
3. Tender forms/ application form can be downloaded from the website of the NBT i.e [www.nbtindia.gov.in](http://www.nbtindia.gov.in) and the same can be submitted along with the cost of tender documents/ application form of Rs. 500/- (nonrefundable) in the form of pay order/demand draft drawn in favour of National Book Trust payable at Delhi.
4. The bids are to be sent in two parts – one sealed enveloped superscribed as '**Technical-commercial Bid**' giving details in the format as per Chapter 6 and the second sealed envelope superscribed as '**Financial Bid**' in the format at Chapter 7. The two sealed envelopes as above will be placed in another sealed envelope superscribed as '**BID FOR SECURITY SERVICES**'. The bids shall be signed by a person duly authorized on behalf of the bidder firm and shall be sent to :-

**Assistant Director (Administration)**

**National Book Trust,**

**Nehru Bhavan, Vasant Kunj,  
NEW DELHI – 110 070**

5. The sealed bids will be received by the NBT up to **4.00 PM on 14.04.2015**. Any bid received after the prescribed deadline shall not be considered irrespective of rates. The Technical bid will be opened on **15.04.2015 at 2.00 PM** in the presence of the representatives of the bidders present. The technical bids shall be scrutinized by the committee constituted for the purpose. The Committee will assess the ability of the agencies to supply requisite service and the number of personnel in different categories based on its record, profile and on such other criteria as it may fix and only those found fit will be eligible for financial bid opening. The decision of NBT in this regard shall be final and binding. The financial bids will be opened on **20.04.2015 at 2.00 PM**.

6. Tender can be obtained from the office of NBT on address mentioned above as per schedule given below:

<b>SI. No</b>	<b>Tender Schedule</b>	<b>Date and time</b>
1	Issue of tender from employers office	<b>From date of release of advertisement to 20.3.2015</b>
2	Date of submission of tender	14.04.2015 up to 4.00 P.M
3	Date of opening of tender	15.04.2015 – 2.00 pm (technical bid)  20.04.2015 – 2.00 pm (financial bid)

7. Earnest Money (EMD) of Rs.50000 (Rupees fifty thousand only) should accompany the **Techno-commercial bid document**. The EMD shall be paid in the form of Demand Draft/Banker Cheque from a nationalized bank/Scheduled commercial bank in favour of

National Book Trust payable at New Delhi. Such EMD shall not carry any interest. Any bid not accompanied by requisite EMD shall be deemed to be invalid and will be rejected by the Trust.

8. The EMD shall be forfeited:
  - a) If the bidder withdraws his bid during the period of bid validity.
  - b) In the case of successful bidder, if he fails to furnish the required Performance Guarantee within the specified time limit.
9. The EMD of successful bidder shall be retained towards making of the security for the performance of the contract and shall only be discharged after submission of the required Performance Guarantee.
10. The bid shall remain valid for a period of 3 months from the date of receipt of the bid. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and condition of the tender which are not acceptable to NBT or the contract is not executed within seven (7) days from the date of letter of acceptance or the work is not commenced within seven (7) days after execution of contract then the NBT without prejudice to any other right or remedy be at liberty to forfeit the earnest money.
11. The Bidder should inspect the site before filling in and submitting the tender to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof. Tenderer may visit the site on any working day during working hours for assessment of job and site conditions. The contact details of NBT's representative for coordination of inspection is Shri Mayank Surolia , Asst. Director , Phone: 011-26707873.
12. Tender must be submitted in original and without making any additions, alternations, and as per details given in other clauses given hereunder. The requisite details shall be filled in by the Bidder in the Tender Document wherever required.

The bidder shall bear all costs associated with the preparation and submission of his bid and the NBT will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

13. No alternative offer shall be considered.
14. NBT reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of NBT's action.
15. NBT reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.
16. Any clarification on the documents may be obtained from:-

**Shri Mayank Suorlia,**  
**Asstt. Director (Administration),**  
**National Book Trust,**  
**Nehru Bhavan, Vasant Kunj,**  
**NEW DELHI – 110 070.**  
**Telephone No: 011-26707873**

17. NBT reserves the right to reject or accept any or all application(s) without assigning any reasons and to restrict the list of pre-qualified agencies to any number deemed suitable by it, if too many tenderers /bidders are received satisfying the basic pre-requisite criteria.
18. Conditional tenders are liable to be rejected.
19. After award of LOA, the Contractor is required to enter into a Contract with NBT on the terms and conditions as detailed in the tender document.



## **GENERAL TERMS AND CONDITION**

### **1. Parties**

The parties to the contract are the contractor (the tenderer to whom the work have been awarded) and the NBT through the Director.

### **2. Address**

For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to NBT. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

### **3. Contractor**

The term contractor shall mean Company, firm or the party to whom the Contract is awarded and his/ their heirs, legal representative, assignees and successors.

### **4. Specification of work**

The Specification of work shall mean the specification of work as specified and forming part of this contract.

### **5. Price Bids**

Priced Bids shall mean the chapter 7 duly priced with the accepted quoted rates of the contractor.

## **6. TENDER DOCUMENTS:-**

### **6.1. Contents of Tender Documents.**

6.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Security Services. The Tender document comprises of:

Chapter 1 Notice of Invitation of Tender.

Chapter 2 General Terms and Condition of the Contract

Chapter 3 Terms and Conditions specific to the contract

Chapter 4 Eligibility Qualifying criteria

Chapter 5 Scope of Work

Chapter 6 Tender Application Form

Chapter 7 Price Bid for security services

6.1.2. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

6.1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

6.1.4. The entire set of tender papers issued to the tenderer should be submitted fully priced and also signed on the last page together with initials on every page. Initial / signature will indicate the acceptance of the tender papers by the tenderer. The schedule of quantities shall be filled in as follows:

- i) The "Rate" column to be legibly filled using Ball pen both in English figures and English words.
- ii) Amount column to be filled in for each item (rate per unit as well as total amount for required quantity)
- iii) All corrections are to be initialed.
- iv) In case of any errors / omissions in the quoted rates, the rates given in the tender marked "original" shall be taken as correct rates. No modifications, writings or corrections can be made in the tender papers by the tenderer, but

may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender papers.

6.1.5 The NBT reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders of each section or to split up and distribute any item of work to any specialist firm or firms, without assigning reasons.

6.1.6 The tenderer shall note that his tender shall remain open for consideration for a period of 90 days from the date of opening of the tender.

## **7. Preparation and Submission of Tender**

The tender should be submitted in two parts, namely: (i) Technical bid and (ii) Financial bid. The duly filled up chapter 6 along with Demand Draft of Earnest Money amount shall be placed in the sealed cover containing Technical Bid. The financial bid shall be given in Chapter 7. Each bid should be kept in separate sealed covers, addressed to Joint Director, NBT. The outer envelope containing both sealed covers should bear the address, Tender No. and date, subject of tender, date and time of opening of the same. The inner envelope should be superscripted with Tender No, subject of tender whether the envelope is containing the 'Technical Bid' or the 'Financial Bid' and date of opening of the tender. If the outer envelope is not sealed or marked as prescribed above, the proposal will be rejected summarily.

### **7.1. Language**

Bids and all accompanying documents shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

### **7.2 Format for submission of offer:**

(a.) Offer for each security personnel / Gunmen / supervisor is to be given as per the format at **Annexure - 4**. However, total nos. of Security personnel are to be finalised/ deployed as per the shift wise requirement of the Trust which may be

mentioned in your offer. For inspection and assessment of total manpower required category wise, following official of the Trust may be contacted.

**Shri Mayank Surolia**

**Asst. Director**

**Ph.: 011-26707873**

### **7.3. Signing of Tender**

Individual signing the tender or other documents connected with contract must specify whether he signs as:

- (a) A sole proprietor of the concern or constituted attorney of such sole proprietor;
- (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly execute by the partners of the firm.
- (c) Director or a principal officer duly authorized by the Board of Directors of the Company.

### **N.B.**

- (i) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- (ii) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.
- (iii) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, the

Director, NBT without prejudice may cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

- (iv) The tenderer should sign and affix his/her firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer made by the tenderer will be deemed as a contract NO PAGE SHOULD BE REMOVED / DETACHED FROM THIS NOTICE INVITING TENDER.
- (v) Any correction, mutilation or overwriting in figures of rates should be supported by your signature; otherwise the quotation may not be considered.

7.4 *Technical Bid:* The tenderer should submit the technical details in Contract Form i.e chapter 6.

7.5 *Financial Bid:* It should be submitted in form given in Chapter- 7 i.e Price Bid.

## **8. Rates quoted**

- 8.1. Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Security Services at NBT head office located at Vasant Kunj. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor including Gun hiring charges in case of Gunmen and all other statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.
- 8.2. The rates and prices quoted by the Bidder shall be inclusive of all taxes except service tax which the bidder would show separately and would be paid as per the law.
- 8.3. The rate quoted shall be responsive and the same should be inclusive of all Statutory obligations such as Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.
- 8.4. Conditional bids/offers will be summarily rejected.

## **9. Opening of tender**

The tenderer is at liberty to be present either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

## **10. Criterion for Evaluation of Tenders**

The evaluation of the tenders will be made first on the basis of technical and commercial information furnished in form given in chapter 4. The agencies would be given scores. Scoring of fifteen marks will be based on Annual Turnover, Manpower on roll, experience of providing security services, volume of work performed in preceding years, own training centre, trained security Staff on roll and other pre-qualification criterion prescribed in Chapter 4 .

The firm/agency which has secured seven out of ten marks will be considered as technically qualified. The financial bids of all the technically qualified firms/agencies/bidders will be opened for financial evaluation.

The work will be awarded to the L-1 agency. In case the financial bid of more than one agency is same as L-1, then the work will be awarded to the agency which gets the maximum marks in Technical evaluation.

The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will be further subject to any specific terms and conditions of the contract given in chapter 3 of tender document.

## **11. Earnest money**

Earnest Money of Rs. 50,000/-(Rs. Fifty thousand only) should be submitted in the form of a Demand Draft along with Technical bid of their tenders.

- 11.1 Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made

herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited to the Government.

11.2 The tenders without Earnest Money Deposit will be summarily rejected.

11.3 No claim shall lie against NBT in respect of erosion in value or interest on the amount of Earnest Money Deposit or security deposit.

## **12. Validity of bids**

The bids shall be valid for a period of 90 days from the date of opening of the tenders. This has to be so specified by the tenderer in the financial bid.

## **13. Award of tender**

Financial bids shall be opened of only those tenders who will qualify the eligibility conditions specified in Chapter 4 of tender document.

## **14. Communication of acceptance/right of acceptance**

The NBT reserve all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the NBT in this regard is final and binding. Successful Tenderer will be informed of the acceptance of his tender. Necessary instructions regarding the amount and time provided for Security Deposit, if any will be communicated.

## **15. Performance Security**

The bidder would have to submit the performance guarantee to the value of 10% of the basic value of contract in the form of DD or alternatively in the form of Bank Guarantee to NBT within 10 days from the day of issue of work order. The earnest money of Rs.50,000 (Rupees Fifty thousand) shall be adjusted against the Performance Guarantee to be submitted by the successful bidder. The Performance Guarantee could be forfeited by the NBT in the event of any breach or negligence or non-observance of any condition of contract or in case the supply of manpower is delayed beyond the period stipulated by NBT or frequent absence from duty/misconduct on part of manpower supplied by the agency.

**16. Duration of Contract:-**

The contract which is initially for a period of 1 year from can be extended further if the agency agrees to provide the services on the same terms & conditions provided the services provided by them are satisfactory. NBT reserves the right to pre-maturely terminate the agreement without assigning any reason by giving one month notice before the expiry of the contract period.

**17. Force Majeure**

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, Labour disputes and government or public authority's demands or requirements.

**18. Insolvency etc.**

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified the NBT shall have the power to terminate the contract without previous notice.

**19. Breach of terms and condition**

In case of breach of any of terms and conditions mentioned above, the Competent authority will have the right to cancel the work order without assigning any reason therefore and nothing will be payable by NBT in that event and the security deposit shall also stand forfeited.

**20. Subletting of work**

The firm shall not assign or sublet the work or any part of it to any other person or party.

**21. Arbitration**



If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such request shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The arbitration proceedings shall take place at New Delhi and shall be conducted in English. The provisions of Arbitration and Conciliation Act, 1990 and the rules framed there under and in force shall be applicable to such proceedings.

**22. Legal jurisdiction**

The agreement shall be deemed to have been concluded in the National Capital Territory of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and the Court within NCT of Delhi will have jurisdiction to the exclusion of all other Courts.

**23. Validity of tender**

The tender is valid for a period of 90 days.

**TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT**

1. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the NBT and if any change is required on part of the NBT fresh list of staff shall be made available by the agency after each and every change. The agency to employ adult and skilled/trained labour only.
2. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the Security personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the NBT and to the Labour NBT.
3. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for NBT works, is required to be submitted to NBT. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time NBT is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for NBT.
4. The antecedents of security staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the NBT and NBT shall ensure that the contractor complies with the provisions.

5. The agency will keep record and issue gate pass to all visitors. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of NBT. They will have to register their attendance on the bio-metric machine installed at the reception both on entry and exist. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking (on the format), duly countersigned by the concerned official of NBT, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
6. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
7. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility. The mobile no. of the Supervisor shall be made available to the Trust.
8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with NBT.
9. Contractor and his staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse of the areas of responsibility given to them by the NBT and shall not knowingly lend to any person or company any of the effects of the NBT under its control.
10. The security staff shall not accept any gratitude or reward in any shape.
11. The contractor shall have his own Establishment/set up/mechanism/Training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Police for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

12. Under the terms of their employment agreement with the Contractor the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
13. That in the event of any loss occasioned to NBT, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the NBT, the said loss can claim from the contractor up to the value of the loss. The decision of the Head of the NBT will be final and binding on the agency.
14. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the NBT may issue from time to time and which have been mutually agreed upon between the two parties.
15. The NBT shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the NBT.
16. The contractor shall be responsible to maintain all property and equipment of the NBT entrusted to it. Trained security guards in field of security surveillance will also look after the CCTV system installed in the building.
17. The contractor will not be held responsible for the damages/sabotage caused to the property of the NBT due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
18. The contractor will deploy supervisors as per the need given by the NBT. The supervisor shall be required to work as per the instructions of NBT.
19. The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs.500/- each occasions and habitual offenders in this regard shall be removed from the NBT. The penalty on this account shall be deducted from the Contractor's bills.

20. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Patients/Attendants and should project an image of utmost discipline. NBT shall have right to have any person moved in case of staff complaints or as decided by representative of NBT if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases immediately.
21. The eight hours shift generally will be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shift are changeable and shall be fixed by NBT from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by NBT for double duty, if any.
22. The personnel will have to report to NBT's office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by NBT.
23. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for NBT.
24. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the NBT and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by NBT.
25. Any damage or loss caused by contractor's persons to NBT in whatever form would be recovered from the contractor.
26. NBT will give basic training/familiarization of the Security and door keeping services required to be done by the personnel to be deployed by the contractor under the contract

for 2 to 3 days and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.

- 27(a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the NBT and the same shall be deducted from the contractor's bills.
- (b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 27(a) shall be levied.
- (c) In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the NBT system immediately.
- a. In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, NBT reserves the right to impose the penalty as detailed below:-
- i) 20% of cost of order/agreement per week, upto four weeks delays.
- ii) After four weeks delay Principal Employer reserves the right to cancel the contract and withhold the agreement and get this job carried out preferably from other contractor(s) registered with DGR and then from open market or with other agencies if DGR registered agencies are not in a position to provide such Contractor(s). The difference if any will be recovered from the defaulter contractor and also shall be black listed for a period of 4 years from participating in such type of tender and his earnest money/security deposit could also be forfeited, if so warranted.
28. The contractor shall ensure that his personnel shall not at any time, without the consent of the NBT in writing, divulge or make known any trust, accounts matter or transaction

undertaken or handled by the NBT shall not disclose to any information about the affairs of NBT. This clause does not apply to the information, which becomes public knowledge.

29. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
30. The contractor shall deploy his personnel only after obtaining NBT approval duly submitting curriculum vitae (CV) of these personnel, NBT shall be informed at least one week in advance and contractor shall be required to obtain the NBT's approval for all such changes along with their CVs.
31. Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days , whichever is more, either party may at its option terminate the contract.

32. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

33. "NOTICE TO PROCEED" means the notice issued by NBT to the contractor communicating the date on which the work/services under the contract are to be commenced.
34. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to NBT for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the NBT.
35. The contract period is One year from the date of the commencement (as mentioned in Notice to Proceed). On satisfactory performance and mutual consent job can be extended for two more years on the same terms & conditions.
36. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the NBT shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
37. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the NBT may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the NBT from the contractor.
38. If any money shall , as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the NBT, such money shall be deemed to be payable by the contractor to the NBT within seven days. NBT shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
39. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.



40. The contractor shall indemnify and hold NBT harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
41. The bidder should be registered with the concerned authorities of Labour NBT under Contract Labour (R&A) Act 1970 and Delhi Works Contract Act (wherever applicable).
42. The contracting agency shall not employ any person below the age of 18 yrs. And above the age of 55 yrs. Manpower so engaged shall be trained for providing security services and fire fighting services before joining. In addition NBT will also arrange training in batches by Civil Defence and Fire Service NBTs for deployed manpower. During this training, contractor shall have to arrange for substitute for the staff undergoing training. Smaller NBTs can tie up with bigger NBTs in neighbourhood for such trainings.
43. The contracting agency shall employ at least 33% manpower from the category of Ex-Servicemen not above the age of 55 years. The contractor shall provide proof of Ex-Servicemen and NBT shall get it verified on its own. Security staff other than ex-servicemen shall be minimum 10th pass and training minimum of five days duration for providing security and fire fighting services.
44. Each and every security guard of the agency must be verified by Police.
45. The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. NBT will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
46. Security staff engaged by the contractor shall not take part in any staff union and association activities.
47. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis/ballams and other implements to security staff, stationery for writing duty charts and registers at security check points and records keeping as per requirements.

48. Agency will provide walkie-talkie to each supervisor and to 20% of security guards to ensure effective timely communication between them.
49. NBT shall not be responsible for providing residential accommodation to any of the employee of the contractor.
50. NBT shall not be under any obligation for providing employment to any of the workers of the contractor after the expiry of the contract. NBT does not recognize any employee employer relationship with any of the workers of the contractor.
51. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the NBT from the agency.
52. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by NBT.
53. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every month. Failing which the bill of the succeeding month will not be processed.
54. The contractor shall disburse the wages to its staff deployed in NBT every month through ECS or by Cheque in the presence of representative of NBT.
55. The contractor should have round the clock control room service in Delhi along with quick response teams to deal with emergent situations.

**56. OBLIGATION OF THE CONTRACTOR:**

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

**57. Dispute Resolution**

- (a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Principal Secretary/Secretary (of the Administrative NBT), Government of NCT of Delhi.
- (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- (c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract.

Arbitration proceedings will be held at Delhi/New Delhi only.

**58. JURISDICTION OF COURT**

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

**Chapter – 4****Recommendation of the Evaluation Committee regarding Parameters for execution of work (Qualification Criteria) to consider the Tender for providing Security Services for National Book Trust, India**

<b><u>S. No.</u></b>	<b><u>Item</u></b>	<b><u>Points</u></b>
1.	The firm should be registered with DGR (Directorate General of Resettlement) or applied for PSARA (Private Security Agencies Regulation Act) and have existence of at least 3 years.	Essential Requirement
2.	Certified copy of Income tax returns for last three years	Essential Requirement
3.	Attested copy of Registration	Essential Requirement
4.	Attested copy of EPF registration	Essential Requirement
5.	Attested copy of ESI registration	Essential Requirement
6.	Attested copy of Service Tax Registration	Essential Requirement
7.	Attested copy of PAN Card	Essential Requirement
8.	Proof of being run by an Ex-Serviceman/Ex-Paramilitary man (as applicable) in case of Registration with DGR.	Essential Requirement
9.	The firm has to declare the Company profile such as partnership / proprietorship/ Memorandum & article of Association of the company.	Essential Requirement
10	Specimen, Signature, Name, Address, Contact No., designation/capacity of the person signing the tender document on plain paper	Essential Requirement
11.	The firm should have the experience of working with Central/ State Government /PSU/Autonomous Organization/ Hospital/ Institution/ University for 3 years as follows:- (a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost; or (b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost; or (c) One similar completed work costing not less than the amount equal to 80% of the estimated cost. (d) Copy for documents in support of their claim should be enclosed.	03
12.	The contractor shall have his own Establishment/set up/mechanism/Training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Police for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.	03
13	Certified copy of last three years Accounts showing minimum annual turnover of Rs.10 lakh each year continuously from similar services	02
14.	Certificate regarding minimum 3 running contracts with more than 20 employees at one location supported by some documentary proof in shape of certificate from such an agency	02

## **SCOPE OF WORK OF THE CONTRACTOR**

The contractor shall ensure protection of the personnel & property of the NBT, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the campus of the NBT building.

### **DUTIES AND RESPONSIBILITY OF SECURITY STAFF:**

1. The Security Supervisor will be responsible for overall security arrangement of the concerned NBT covered in the contract.
2. Security Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
3. No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the concerned NBT.
4. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
5. The officers and staff of the NBT will keep the Identity cards with them got checking and allowing entry by the security personnel.
6. Deployment of Guards/Gunmen/Security Supervisors will be as per the instructions of the authorities of the NBT and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
7. Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.

8. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the NBT.
9. Security personnel shall also ensure door keeping duties.
10. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the NBT.
11. Entry of the street-dogs and stray cattle into the premises is to be prevented. It should be at once driven out.
12. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
13. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattles.
14. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
15. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the NBT. Guards/Supervisors should be sensitized for their role in such situations.
16. The Security Supervisor/Guards are required to display mature behaviour, especially towards female staff and female visitors.
17. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
18. Any other provisions as advised by the NBT may be incorporated in the agreement. The same shall also be binding on the contractor.

**PROVIDING WORKFORCE;**

The bidder has to provide workforce in sufficient numbers to maintain the buildings as required and of quality to ensure workmanship of the degree specified in the job order and to the satisfaction of the Officer-In-Charge. Tentative requirement of workforce to be deployed is given hereunder:-

Security Guards –21

Supervisor-02

Fire fighter –03

Gunman –03 (with valid licence. The cost of gun and bullets/Kartoos will be borne by the security agency.

The bidder shall, however, survey the area and make assessment of the manpower requirement on their own. The bidder must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The successful bidder shall engage only such workers whose antecedents have been thoroughly verified, including character and police verification and other formalities. In order to maintain quality services and minimize operational problems, the bidder must rotate the staff once in six months with prior written intimation to NBT.

The bidder shall ensure that all the workforce deployed wear uniform while on duty.

The agency should be willing to provide additional security guards on certain contingencies on payment of proportionate wages. NBT may also increase the number of security guards required depending upon future requirement.



**NATIONAL BOOK TRUST, INDIA**  
**Ministry of Human Resource Development, Govt. of India**  
**Nehru Bhawan, 5 Institutional Area, Phase-II, Vasant Kunj,**  
**New Delhi-110 070**  
**Phone No.011-26707700, Fax No.011-26121883**  
**Email: office.nbt@nic.in**  
**Website: [www.nbtindia.gov.in](http://www.nbtindia.gov.in)**

From

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To

The Director,  
National Book Trust, India  
New Delhi – 110 070

Tender No.

Dated:

Sub.: **Submission of Tender for providing security services for NBT premises in Vasant Kuni**

Dear Sir,

With reference to your above-mentioned notice inviting tenders, I/We hereby offer to provide required services to National Book Trust. I/We shall execute the work truly and faithfully as set forth in the attached terms and conditions. I/We shall be responsible for all complaints as regards the quality of service and in case of any dispute; the decision of the Director National Book Trust shall be final and binding on me/us.



A Demand Draft No./Cash Receipt no. of NBT, if deposited in cash \_\_\_\_\_  
Dated\_\_\_\_\_ drawn on \_\_\_\_\_intended for the prescribed amount in  
favour of National Book Trust, payable at New Delhi is enclosed as earnest money as desired. I  
fully understand that in the event of my/our tender being accepted, you shall adjust this earnest  
money in security deposit payable by me/us for the faithful and satisfactory execution of the  
contract.

My/our PAN no \_\_\_\_\_ and Service tax no \_\_\_\_\_.

I/WE shall have no claim to the refund of earnest money/Security prescribed against this tender  
in the event of my/our non compliance of the contract, provided such contract is implemented  
within the period of validity of my/our tender.

I/We further understand that my/our earnest money shall stand forfeited in case of  
unsatisfactory services/violation of any term/terms or if I/We withdraw my tender at any stage  
during the period of validity.

(Initial of Tenderer with Rubber Stamp)

My/our tender shall remain valid for a period of 90 days from the last date prescribed for  
submission of the tender against the above-mentioned notice. My/Our tender along with terms  
and conditions with relevant columns and annexure duly filled in under my/our attestation and  
with each page of the tender paper including the enclosed terms and conditions signed by  
me/us (in the capacity of sole owner/general or special attorney attached) is submitted for your  
favourable consideration

I/We have read the enclosed terms and conditions carefully and have signed the same in token  
of our absolute and unconditional acceptance.

Thanking you,

Yours faithfully,

Place

Name

Date

Signatures with stamp

& Full Address

**PRICE BID FOR SECURITY SERVICES**

Sl. No.	Designation	No. of manpower required	Minimum Wages A	EPF B	ESI C	Service Charge quoted in % (percentage) D	Service Tax E	Rate Per person for a month (Inclusive all) A+B+C+D+E
1.	Security Guard (Semi-Skilled)	21						
2.	Gunman (Skilled)	03						
3.	Security Supervisor (Skilled)	03						
4.	Fire Fighter (Skilled)	03						

**Note:-** Service charge should not be less than the TDS deducted at source.

Place  
Date

Name  
Signatures with stamp  
& Full Address