TERMS AND CONDITIONS OF THE TENDER FOR SUPPLY OF SECURITY PERSONNEL BEFORE AND DURING THE FAIR IN HALLS IN PRAGATI MAIDAN.

NATURE OF WORK

Supply of Security Personnel during the Fair in Hall nos., as per details given in the Performa at Annexure–I.

TERMS AND CONDITIONS’

1. The firm should be registered and have existence of at least 3 years. The firm should have been registered with Directorate General Resettlement (DGR) or PSARA (Private Security Agency Regulation, Act) or under any other Government Act for Security Agencies only. The tender shall be submitted on the prescribed tender form (Annexure). Tender should be filled in only as per unit for which it is called for, deviation from which will cause rejection of whole tender.

2. All covers of the tender must be superscribed "21st NDWBF: Tender for supply of Security Personnel" and addressed to the Director, National Book Trust, India, shall be accepted in the office of the National Book Trust, India, Nehru Bhawan, 5, Institutional Area, Vasant Kunj Phase-II, New Delhi-110070 till 28.12.2012 at 11:00 am and shall be opened on same day at 02.30 pm. Tenderers or their authorized representative (only one) may, if they so desire, be present at the opening of the tenders.

3. If the cover of the tender is not sealed and marked, the NBT will assume no responsibility for the tender’s misplacement or premature opening.

4. The tenderer shall bear all costs associated with the preparation of his tender including cost of preparation for the purposes of clarification of the tender, if so desired by the NBT. The NBT in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

5. The tenderer should clarify whether the individual signing the tender or other documents in connection with the tender signs as:

   5.1 A “sole proprietor” of the firm or constituted attorney of such sole proprietor, or

   5.2 A partner of the firm if it be a partnership in which case he must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the tender should be signed by all the partners, or

   5.3 Constituted Attorney if it is a company.

5.4 The tender should be signed either by the proprietor or by his authorised representative. In case of the latter an authority letter should be enclosed with the tender.
6. Incomplete tenders are liable to be rejected. It means Tender should quote for all items. If any item is missed or not quoted the rates for that item, would be termed as Zero and the tenderer would have to do the job free of cost.

7.1 All statutory liabilities will be paid by the agency i.e., BMW, ESI, PF, Workmen's Compensation Act, etc. Rates quoted should be inclusive of all these and other expenses like uniform, ID Cards, mobile, wages, etc. Nothing extra besides the rates quoted would be paid except service charges which would be paid as per the rule.

7.2 Following Certified/Attested copies must be submitted:
   a) Certified copy of Income tax returns for last three years.
   b) Attested copy of Registration.
   c) Attested copy of EPF registration.
   d) Attested copy of ESI registration
   e) Attested copy of service tax registration

7. The numbers mentioned in the schedule may either be increased or reduced at the discretion of the NBT and no claim in this regard shall be entertained. If considered necessary, any item could be dropped completely.

8. The Tenderers should fill the rates both in figures as well as in words. The tender form may be filled in English and all entries must be handwritten in ink. Overwriting of rates is not permitted. Corrections, if any, should be attested by the Tenderer with his initials.

9. If there is a discrepancy in rates between words and figures, the amount in words will prevail.

10. Tenderers shall be required to deposit 5% of total value of contract as Earnest Money Deposit (refundable) in the form of a demand draft drawn in favour of National Book Trust, India, payable at Delhi. Tenders not accompanied by the requisite Earnest Money shall be rejected summarily.

11. When deemed necessary, the NBT may seek clarification on any aspect from the tenderers. However, that would not entitle the Tenderer to change or cause any change in the price quoted. The NBT may, if so desired, ask the Tenderer to give presentation for the purposes of clarification of the tender. All expenses for this purpose as also for the preparation of documents and other meetings will be borne by the Tenderer.

12. Each tender should be accompanied by documentary evidence of the Tenderer being a registered/approved government contractor and of his having undertaken work of a similar nature. In the absence of documentary evidence, the tender may be rejected.

13. The Tenderers, in their own interest, are advised to inspect the site and see its physical condition before submitting tenders.

14. The tenderer’s name, modifications, if any, withdrawal of tenders, and such other details as the NBT may consider appropriate will be announced in the meeting.

15. The NBT will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.
16. A tender determined as not substantially responsive will be rejected by the NBT and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

17. The NBT may waive any minor infirmity or non-conformity in the tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of other Tenderers. The decision of the NBT in this regard will however be final.

18. The requirement of security personnel shall vary from day to day, depending upon the exigencies of work.

19. The deployment of various personnel, as per NBT’s requirements, shall commence on 2nd February 2013 and shall continue till 11th February 2013.

20. The personnel by the agency shall be presentable in neat and clean uniform. The NBT at its own discretion shall inspect the same. In case of non-conformity, penalty as deemed appropriate shall be levied on the agency.

21. Officers of the NBT may inspect the infrastructure/ resources at the disposal of the tenderer.

22. The agency shall be responsible for round the clock security of the WBF halls and any damage or loss caused due to negligence, theft, fire etc. shall be recoverable from the agency. Atleast 50% of the staff deployed for security should be ex-serviceman.

23. All the personnel would be required to wear uniform with logo of 21stNDWBF & name of NBT inscribed on it.

24. All the personnel should wear proper ID card with name and work assigned to them.

25. Security Officer and all security supervisors should carry mobiles with them.

26. Two days before commencement of the event a briefing would be held in Pragati Maidan where all the personnel to be deployed need to be present. There the officer-in-charge in NBT would brief all the personnel their duties. All the staff should be present in uniform and proper ID card for inspection. The mobile nos. of all the personnel specified above should be handed over to the officer-in-charge of NBT.

The work of Security Personnel has to be specified. It is in discretion of NBT, who, when and how Security Personnel will be deployed to different halls.

Rates quoted should be inclusive of all expenses.

27. The agency shall engage experienced personnel for the job.

28. The Trust shall not provide any transport, food or any accessory for proper discharge of duties by the agency.

29. Subject to physical attendance of the personnel and at the recommendation of the Controlling Officer appointed by the NBT for the purpose, 80% payment of the billed amount shall be made at the site. The balance payment shall be made within 30 days of the conclusion of the Fair, together with refund of EMD and Security Deposit.
30. The NBT will award the contract to the Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily. The NBT shall however not bind itself to accept the lowest or any tender, wholly or in part.

31. Before award of the contract the successful Tenderer will be required to deposit as Security (refundable) a sum equivalent to 10% of the value of the contract, after adjustment of Earnest Money Deposit in the form of a Demand Draft drawn in favour of National Book Trust, India, payable at Delhi. The Security Money deposited by the successful Tenderer will be retained till completion of the Fair and would be paid at the time of full and final settlement of claims.

32. Security money shall, however, be liable to be forfeited in the event the contractor either fails to complete the job within the stipulated time or if the job is not done satisfactorily as per the specifications. If the successful contractor backs out after award of the contract, Earnest Money Deposit is liable to be forfeited.

33. Income tax shall be deducted at source as applicable under the rules. **Permanent Account Number (PAN) allotted by the Income Tax Authorities must be quoted in Annexure–I**, without which the tender is liable to be rejected.

   a. The NBT reserves the right to accept or reject any tender, and to annul the tender process and to reject all bids at any time prior to the award of the contract, without thereby incurring any liability to the affected tenderer or tenderers on the grounds for NBT’s action.

   B The decision of the NBT in this regard would be final and binding.

34. The NBT is not bound to accept the lowest rates quoted by any tenderer and reserves the right to accept the whole or any part of the tender as portion of the quantity offered, which the Tenderer shall supply at the rates quoted.

35. The NBT and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute, arising between them under or in connection with the contract. However, any unresolved disputes would be subjected to the jurisdiction of Delhi courts only.

36. The NBT will have discretion to award the contract to more than one agency. In such a condition, other bidders shall work at the lowest accepted rate.

37. **Validity of the bid**

   The bid submitted by the tenderers shall be valid for a minimum period of 120 days computed from the date of opening of the bid.
SUPPLY OF SECURITY PERSONNEL SERVICES BEFORE AND DURING THE FAIR IN HALL NOS.

PROFORMA

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of personnel</th>
<th>No. of personnel (approx.)</th>
<th>Rate per day per person (in ₹)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bouncers</td>
<td>02</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Security Officer</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Security Supervisor</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Security Guard</td>
<td>80</td>
<td></td>
</tr>
</tbody>
</table>

Date: Signature:
Place: Name:
Address: PAN:

I/We undertake to abide and be bound by the terms and conditions of the tender/contract.

List of documents submitted along with the tender:

1. Documentary evidence of the tenderer being a Registered (under Contract Labour Act) / approved government contractor and of his having done work of similar nature.
2. Registration Certificate.
3. PAN (attested photocopy of PAN Card).

Sign of the Tenderer with Official seal,
Tel. No. and date:

Dear Sir,

National Book Trust, India, under Ministry of Human Resource Development, Govt. of India, invites you to quote your lowest rates for providing the above services during the World Book Fair scheduled to be held from 04\textsuperscript{th} February to 10\textsuperscript{th} February 2013 at Pragati Maidan, New Delhi.

You are requested to submit your sealed quotations latest by 11:00 am on 28/12/2012. The bids shall be opened on same day at 02:30 pm in the presence of the tenderers or their authorized representative (only one).

The Terms & Conditions and Tender form (Annexure–I) is enclosed herewith.

The successful bidders will have to deposit `25,000/- as Earnest Money (refundable) and performance security deposit @ 10\% of the total quoted value of the tender by way of a demand draft within two days after receiving the work order from the Trust.

Thanking you,

Yours faithfully,

(Kumar Samresh)
Asstt. Director (Admn.)

Encl: As above