

SHORT TERM E-TENDER NOTICE

SECTION 1

NOTICE INVITING TENDER

Online open tender is invited from the reputed firms to deploy seven numbers of uniformed and trained Security staff for providing security services for a period of two years i.e. 2018-19 & 2019-20 which is extendable for Two year (on mutual consent) i.e. 2020-21 and 2021-22 in Delhi Bureau of Text Books, 25/2, D Block, Institutional Area, Janakpuri, New Delhi – 110058. **The estimated cost of the tender for Rs.36,00,000/- (Rupees thirty six lakhs only).**

1. Details of the tender are as below:

I	NIT No.	Tender No. F.1 Admn./DBTB/18-19/23
II	Type of tender	On line open e-Tender two bid System for administrative charges for seven security guards.
III.	Description	For deploying seven number trained uniformed security guards for a period of two years extendable for a further period of Two year (with mutual consent)
IV.	Scope of work	Uniformed and trained seven security guards for round the clock vigil of the office & Godown of DBTB
V.	Date/time of Pre-Bid Meeting	04.09.2018 at 11:00 a.m.
VI.	Closing date/time of submission of bids	10.09.2018 at 2:00 p.m.
VII.	Opening Date/time of Technical Bid Opening – Date/Time of Financial Bid will be intimated later to the technically qualified bidders	10.09.2018 at 3:00 p.m.
VIII	EMD/Bid security	(1,08,000) 3% of the tender value valid upto 31.10.2018
IX	Bid Validity	90 days from the date of opening of Bid.
X	Bid opening	Bid will be opened on 10.09.2018 at 3:00 p.m.

XI	Security Deposit to be submitted by successful bidder/ Contractor)	7 % of order/contract value
XII	Place of deployment	DELHI BUREAU OF TEXT BOOKS 25/2, INSTITUTIONAL AREA, PANKHA ROAD, "D" BLOCK, JANAKPURI, NEW DELHI-110058.
XIII	Address of Correspondence	DELHI BUREAU OF TEXT BOOKS 25/2, INSTITUTIONAL AREA, PANKHA ROAD, "D" BLOCK, JANAKPURI, NEW DELHI-110058

2. Terms and Conditions:

- a) The bidder must be in existence in the field of providing security for the last 5 (five) years for which registration of the company is required.
- b) Experience & past performance in security services for at least two years. The work orders for such works alongwith their completion certificates (if work is completed) or copies of work orders (if work is running) are to be submitted by the bidder.
- c) PAN Card of the bidding company
- d) Certificate of Incorporation of Registration in case of company registered under Indian Companies Act Partnership deed in case of Partnership firm
- e) Certificate of Registration for PF subscription.
- f) Certificate of Registration for ESI subscription.
- g) Valid License to bidder under Central Contract Labour Regulation & Abolition Act.
- h) Valid License of security agency under DPSA(Regulation) Rules 2009
- i) Audited balance sheet / audited Income statement for preceding three years (2014-15, 2015-16 & 2016-17)
- j) Undertaking as per **Annexure-VII**.
- k) Firm will give an undertaking that the firm has been registered with the Labour department and fulfilling all the statutory conditions with regards to personal/Labour laws as per Annexure-VIII.

2.1 Financial Bid

It shall be submitted in the format as per **Annexure-IV**

2.2 Financial standing:

The Bidder will upload the following:

- a) The proof of average annual turnover duly certified by C.A. for the last 3 financial years, ending 31st March 2017. The average annual turnover should be at least 30% of the estimated cost of the work.
- b) Profit & Loss A/c and Balance Sheet for last three Financial Years ending 31st March 2017 duly attested by C.A and ITRs for the same period i.e. Assessment Year 2015-16 & 2016-17 & 2017-18.

- c) Upload the Registration of GST and also upload the GSTR-3B Return for June, 2018.
- d) Upload the copy of PAN Card of Firm/Company/Proprietor.

NOTE: GSTIN Number of Delhi Bureau of Textbooks is 07AAATD4122G1Z7 and PAN No. is AAATD4122G.

3. Scope of Work & Penalty

Uniformed and trained seven security guards for round the clock vigil of the office & Godown of DBTB.

Process	Service Level Specifications	Penalty
1. Providing seven number of Security Guards.	The contractor will provide seven number of Security Guards for round the clock vigil.	Rs.1000/- per person per shift per day for deficiency of security guard
2 Security Guards to report in uniform.	Uniform design with name badge with the consent of DBTB	Rs. 500/- for every number of Security guards not found in prescribed uniform.
3.Misconduct/misbehavior / indiscipline by the Security Guards	i) Security Guards should be courteous ii) They should not smoke and spit on the walls/floors etc.	Rs.500/- for every instance.
4.Security Breach	The Contractor shall ensure that within the restricted and prohibited areas no unauthorized person/vehicle enters.	Rs.1,000/- for every instance of security breach.
5. Protection of properties such as books, furniture. fire fighting equipments, accessories, vehicles, machinery installed CCTV, Biometric Machine, water cooler, water purifier, computers, lifts, civil & electrical fittings & appliances, Air Conditions etc.	Contractor will protect all the properties of the Bureau from theft, damage etc. The staff should be well versed with the fire fighting system installed in DBTB.	Recovery of the 20% higher amount of the value of lost/damaged item than that of loss caused due to theft of items or damage of items due to vandalism etc.

4. EMD :

4.A EMD to be submitted by the bidder physically along with other requisite documents before the closing time and date of technical bid. The **Earnest Money Deposit** in the form of F.D.R./Bank Guarantee for 3% of any nationalized/Scheduled bank valid up to 31-10-2018 in favour of Managing Director, Delhi Bureau of Text Books is required to be dropped in the Tender Box placed in the Chamber of Secretary, DBTB along with other requisite documents and also to be uploaded with the bid up to the last date and time of uploading of the bid.

4.B The last date of up-loading the completed tender document would be on 10.09.2018 at 2:00 p.m. There shall be two types of bids namely Technical & Financial bid as mentioned in the bid.

4.C The bidders not conforming to the requirements mentioned above and as laid down in the terms and conditions/ scope of work or not accompanied by earnest money along with the required documents are liable to be rejected summarily.

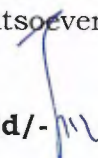
4.D The bid must be uploaded on the website <https://govtprocurement.delhi.gov.in> before last date and time of up-loading the Bid i.e. 10.09.2018 by 2:00 p.m.

4.E The Tender form along with detailed terms and conditions is available at the website <https://govtprocurement.delhi.gov.in>. The details of the tender are as under: -

- (i) Last date for uploading the bids online is 10.09.2018 at 2:00 p.m. through e-procurement.
- (ii) Online opening of Technical Bid on **10.09.2018 at 3.00 p.m.** in the Chamber of Secretary, DBTB of Delhi Bureau of Text Books.
- (iii) Online opening of Financial bid will be intimated to the qualified Technical Bidders

4.F **The first requirement to participate in e-tender is to have digital signature and the registration of bidders with application service provider i.e. NIC is mandatory. For any enquiry about e-tender/digital signature, please contact at NIC Help Desk, C Wing, 6th floor, Vikas Bhawan-2, Near-Metcalf House, Civil Lines, Delhi-110054, Tel No. 23813523.**

4.G Chairman, Delhi Bureau of Text Books reserves the right to accept or reject any or all or any part of the tender(s) without assigning any reason whatsoever.

Sd/- 

Secretary,
Delhi Bureau of Text Books

SECTION 2

General Terms and Conditions :

Online bids are invited from the reputed firms to deploy seven numbers of uniformed and trained Security staff for providing security services for a period of two years i.e. 2018-19 & 2019-20 which is extendable on yearly basis for a further period of one year (on mutual consent) i.e. 2020-21 in Delhi Bureau of Text Books, 25/2, D Block, Institutional Area, Janakpuri, New Delhi – 110 058.

1. Eligibility criteria: - The bidders must fulfill the following eligibility conditions and must also submit documentary evidences in support of fulfilling the conditions while submitting the bid.

1.1 Experience & past performance :

Experience & past performance in security services for at least two years. The work orders for such works along with their completion certificates (if work is completed) or copies of work orders (if work is running) are to be submitted by the bidder. The bidder must be in existence in the field of providing security for the last 5 (five) years for which registration of the company is required.

1.2 Personal

The Bidder will submit an Undertaking that the firm has been registered with the labour department and fulfilling all the statutory conditions with regards to personal/labour laws.

1.3 Financial standing:

The Bidder will upload the following:

- a) The proof of average annual turnover duly certified by C.A. for the last 3 financial years, ending 31st march 2017. The average annual turnover should be at least 30% of the estimated cost of the work.
- b) Profit & Loss A/c and Balance Sheet for last three Financial Years ending 31st March 2017 duly attested by C.A and ITRs for the same period i.e. Assessment Year 2015-16 & 2016-17 & 2017-18.
- c) Upload the Registration of GST for respective state and also upload the GSTR-3B Return for June, 2018.
- d) Upload the copy of PAN Card of Firm/Company/Proprietor.
- e) Upload the copy of EPF Registration.
- f) Upload the copy of ESI Registration.

NOTE: GSTIN Number of Delhi Bureau of Textbooks is 07AAATD4122G1Z7 and PAN No. is AAATD4122G.

(Note:- The Bureau is at its discretion may seek any clarifications, obtain additional documents in respect of above within maximum 15 days of the bid opening).

1.4 Technical Capabilities:-

The bidder should be providing such security services to following categories of clients :-

- (i) Delhi/Central Govt. owned Departments/Institutions and/or
- (ii) Public Sector entities and/or,
- (iii) Any other State Govt. or public sector banks or local bodies/municipalities.

All the bidders should quote only administrative expenses, other charges like EPF, ESI etc. shall be paid as per prevalent rate in the Financial bid.

1.5 The company blacklisted by any Govt. department or by any other Govt. Undertakings/ Organizations shall not be eligible for bidding.

The organisation/contactor would be required to submit an undertaking that the bidder has never been blacklisted by any Govt. department/Govt. undertaking/Organizations directly to the office of the Bureau alongwith the EMD before the opening of the technical bid and should also upload the same.

1.6 The company is under obligation to pay all the dues of the workers as per law and pay all legal charges/contributions to statutory authorities.

1.7 The company should follow the labour laws framed by the Labour Commissioner of Govt. of NCT of Delhi or of concerned authorities of neighbouring states concerned as the case may be. **The agency shall submit following certificate on its letter head duly signed and seal that the organisation is maintaining the labour laws as framed by the labour departments of the concerned states. No compensation will be borne by DBTB in case of any mishappening during the duty time.**

Certificate:

“Certified that the Company/organization is following Rules and Regulations framed by the Labour Deptt., Govt. of NCT of Delhi/ concerned state authorities.”

2. **Due date and time:** - On line bid documents should be uploaded on or before 10.09.2018 upto 2.00 pm.

3. **Uploading the tender containing Technical & Financial Bid:** - This tender document contains the following: -

- (i) Tender Terms and Conditions: A Certificate regarding acceptance of all the terms and conditions of the tender will be uploaded by the bidder with the Technical bid.
- (ii) Technical Bid Forms: To be uploaded after completion in all respect.

iii) Financial Bid Form: Only administrative charges have to be quoted.

4. **Earnest money deposit (EMD):** - EMD of **3%** (3% of Estimated cost) in shape of FDR/Bank Guarantee of any nationalized/scheduled bank valid up to 31.10.2018, in favour of Managing Director, Delhi Bureau of Text Books. No interest shall be payable on EMD.

The EMD of the unsuccessful bidder shall be returned after the finalization of the tender at the expense of such bidder within a reasonable time consistent with the rules and regulations in this behalf.

The EMD of the successful bidders will be released only after signing of the Agreement by the bidder and after submission of performance Security which will be got verified by the Bureau from the concerned bank. If the bidder fails to submit the EMD and other documents required **directly in the Tender Box placed in the chamber of Secretary Delhi Bureau of Text Books upto the last date and time of opening of bid**, the tenders of such bidders shall be summarily rejected.

5. **Special Instructions for Completing the Bid: -**

- a) All particulars must be uploaded as asked for in the prescribed formats for bids in the bid document.
- b) The documents required alongwith EMD in physical form should be dropped in the Tender Box in sealed envelope in the Chamber of Secretary, Delhi Bureau of Text Books 25/2, Institutional Area, Pankha Road, "D" Block, Janakpuri, New Delhi-110058 within time prescribed in the tender.
- c) The bidders should not impose any counter condition and in such case tender shall be summarily rejected.
- d) The Bidders not conforming to the requirements as laid down in the terms and conditions or not accompanied by earnest money along with the required documents are liable to be rejected summarily.

6. **Opening and evaluation of tender:** - The uploaded bid will be opened by a committee under the Chairmanship of Secretary, Delhi Bureau of Text Books on 10.09.2018 at 3:00 p.m. in the Chamber of Secretary, DBTB in the presence of the bidders or representative/s of the bidders (who wish to be present) **with a letter of authority**. The bid will be evaluated in the light of the eligibility criteria and submission of documents required for the tender as per terms and conditions.

7. **Performance Security: -**

- A. The successful bidder will have to deposit the performance security at the rate of 07% of the total work awarded within 5 clear calendar days from the issue of Offer Letter of Intent (LOI). The PG will remain valid upto 60 days after the completion of work for two years of contract. The performance security will be released only after 60 days from the successful completion of work for two years or final payment of the job 60 days after completion of the second year of the contract i.e., 2019-20 whichever is later. No interest will be paid by DBTB. The work order will be provided only after the submission of Performance Guarantee and verified from concerned bank (in case of Bank Guarantee). The Bureau will have the discretion to take any or

all the following actions in case of non submission of performance security within stipulated time: -

- i) Forfeiture of its EMD.
- ii) Termination of the contract.
- iii) Any other action as decided by Chairman, DBTB

Further, the required performance security will be accepted in the form of FDR/Irrevocable Bank Guarantee of any Scheduled/nationalized bank in favour of Managing Director, Delhi Bureau of Text Books.

B. The performance security can be forfeited in the following cases:-

- i) If the bidder fails to perform any contractual obligation and back out after giving consent for next year (Clause 08 (d, e) & 12)
- ii) In the event of furnishing false/incorrect information by the bidder(Clause No.14).

Note :- Performance security, so required, will not be adjusted against any other Bank Guarantee/FDR already submitted to Bureau by the bidder against any similar/other work. The successful Bidder has to submit fresh performance security in the form of FDR/Irrevocable Bank Guarantee for the work awarded. However, if the work is also assigned for the next Academic year on mutual consent, then the Performance Guarantee of the previous year(s) may be adjusted, however the validity of the PG has to be extended as per requirement.

8. Agreement deed: -

- a) The successful bidder/s shall execute an agreement for the fulfillment of the contract on Rs. 100/- non-judicial stamp paper within 5 clear calendar days from the date of award of the work. The organization shall not be allowed to insert/delete any terms and conditions on the Agreement Deed. If any deviation is found in the Agreement Deed, the organization will entail termination of the contract without prejudice to the rights of the Delhi Bureau of Text Books and any consequential loss will be recovered from the contractor. Agreement/contract will be signed at the following terms.
- b) The incidental expenses of execution of Agreement/Contract shall be borne by the successful bidder.
- c) The conditions stipulated in the Agreement/Contract should be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the Delhi Bureau of Text Books and any consequential loss will be recovered from the contractor.
- d) After signing the agreement, if successful bidder fails to perform any contractual obligation, his performance security deposit can be forfeited or any other action as deem fit by Chairman, DBTB may be taken. Depending upon the gravity of the violation/omission, the contractor is liable to be blacklisted for a considerable period.
- e) If the contractor back out after giving the consent of next year after completion of two years of contractual period, the Bureau will have the discretion to take any or all the following actions:-

1. Forfeiture of Performance Security
2. Termination of the Contract
3. Any other action as decided by Chairperson, DBTB.

9. PENALTY:-

In addition to the penalty mentioned above the following penalties can also be imposed on the contractor.

- (i) In case the Contractor fails to commence/execute the work as stipulated in the agreement, or
- (ii) If the performance continues to be unsatisfactory even after giving it a notice for putting the things in order for satisfactory performance, or
- (iii) If he does not meet the statutory requirements of the contract even after giving it a notice for putting the things in order to meet the statutory requirements e.g., 'non deposit of statutory dues as ESI, EPF and non disbursement of wages before 7th of following month as per the provision of payment of Wages Act. Bureau reserves the right to impose the penalty as detailed below: -
 - (a) For delay upto 4 weeks, penalty will be imposed at the rate of 20% of the daily contract value calculated for each day of delay for a period upto maximum 4 weeks time for any of the defaults mentioned above.
 - (b) For delay beyond 4 weeks, the DELHI BUREAU OF TEXT BOOKS, Janakpuri in addition to imposing penalties at the rate as mentioned In (a) above reserves the right to cancel the contract and get the job carried out from other sources. The additional financial implication in this regard, if any, may be recovered from the defaulting Contractor. The Contractor may also be black listed for a period up to maximum 4 years and his performance security may be forfeited, if so warranted.
- (iv) The DELHI BUREAU OF TEXT BOOKS, Janakpuri may forfeit the performance security of the contractor in case of any of the defaults as per clause 7.

Note : 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 nature/God etc. which may prevent either party to discharge their 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. The Contractor shall have his own establishment setup/mechanism, etc. at his own cost to ensure correct and satisfactory performance of his responsibilities under the contract.

10. WAGE DISBURSAL:-

- i) The Contractor shall pay to the personnel deployed at such rates which should not be less than the minimum prescribed wage plus admissible EPF, ESI, Bonus etc calculated at prevailing rates as revised from time to time by Labour Department, GNCTD of Delhi under Minimum Wages Act. 1948.
- ii) In order to safeguard against the possible underpayment to the personnel by giving them less than what are mandatorily and statutorily required to be paid, it is mandatory that the Contractor shall disburse the wages to the security personnel every month through ECS (electronic cash transfer) No exception in the mode of transfer of payments to the personnel shall be accepted.

11. RISK COVERAGE

In the event of the contractor failing to provide the requisite services as per the contract the DELHI BUREAU OF TEXT BOOKS, Janakpuri reserves the right to procure the services from any other source at the cost of the contractor. The DELHI BUREAU OF TEXT BOOKS shall retain the right of forfeiture of the performance security and the outstanding claims or any other actions as deemed fit.

12. Further assigning of tender in whole or part: - The contractor shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. No under letting or subletting to any person or body corporate for the execution of the contract or any other part thereof is permitted under any circumstances. In case of subletting the work, the contractor/firm shall be blacklisted and performance security may be forfeited apart from taking other appropriate actions as per terms & conditions of the tender.

13. Power of acceptance and withdrawal of the tender: -The final acceptance of the tender would entirely vest with the Chairman, Delhi Bureau of Text Books, who reserves the right to accept or reject any or all tenders without assigning any reason whatsoever. There is no obligation on the Chairman, DBTB to communicate in any way with the bidder whose bid is rejected. After acceptance of the tender by Chairman, DBTB, the bidder shall have no right to withdraw his tender or claim higher price.

- a) Tender with incomplete information is liable for rejection.
- b) If the L-1 bidder fails to execute all the jobs, the Bureau with the permission of Chairperson, allot the work to L-2 at L-1 rates and forfeit the Performance Guarantee of defaulter company and blacklist the company.
- c) Any dispute and or difference arising out will be resolved by the arbitrator appointed by the Chairperson, DBTB.

14. False Information:-In the event of furnishing false/incorrect information by the bidder, the EMD in respect of such bidder shall be forfeited. Further during the performance of the contract, if it is detected that the contract has been obtained by furnishing the false/incorrect information in the tender, the agreement is liable to be terminated and performance security and other payments due to the contractor in r/o this work order shall be forfeited and depending upon the gravity of the false/incorrect information, the contractor is liable to be blacklisted for a substantial period or forever as may be considered appropriate by the competent authority.

15. Submission of Self declarations/Undertaking: - The bidder will have to furnish the following three self declarations/Undertaking with the tender documents **directly to be dropped in the tender box placed in the chamber of Secretary, DBTB upto the last date and time of opening of technical bid.**

- i. That the bidder has furnished the correct information in the tender and the bidder shall be solely responsible for furnishing wrong/false information in the tender.
- ii. That the firm has never been blacklisted in the past by any Govt. Department/Undertakings/ Organizations.

iii. Undertaking as per Annexure-VII

16. **Registration with GST department:** - The bidder/authorized distributor should be registered with the Sales Tax/GST Department of the concerned state and shall submit the documentary proof of registration of GST.
17. **Quoting of rates:** - The rates should be quoted as administrative charges only. The rate should be **exclusive of GST**. However, the payment shall be made by the Bureau to the bidder after deducting TDS as per the scheduled rate at time of payments. GST will be paid as per Govt. Norms.
18. **Validity of Rates:** Since the tender is for 2+1 year only the rates should be valid up to 31.03.2021 for the deployment of security guards.
19. **Self attestation of the documents:** - Each and every document required to be uploaded with the technical bid must be self-attested by the bidder along with seal of company/firm.
20. **Amendment in tender documents:** - At any time prior to the deadline for uploading of bids, DBTB may amend the tender document by issuing an addendum. The amendment will be displayed on the website of the Delhi Govt. i.e. <https://govtprocurement.delhi.gov.in>. The amendment will be binding on all the bidders. In order to afford prospective bidders reasonable time in which to make the amendment into account in preparing their bid, the DBTB may, at its discretion, extend the deadline for the submission of bids.
21. **Completeness of the tender document:** - The Bureau is not responsible for the completeness of the tender documents of the bidder, if bidder does not upload the documents correctly on the site.
22. **Power to reject the tender:-** The Chairperson, DBTB does not bind herself/himself to accept the lowest or any other tender and reserves the right to accept the tender in whole or in part or reject it entirely without assigning any reasons at any time.
23. **Submission of documents for the partnership firms and in other cases:** - The bidder should upload a partnership deed in case of partnership firm, memorandum and article of association and certificate of registration in case of private/public limited company or registered society.
24. **Taxes and Duties:** - The organization/contractor shall be entirely responsible for all taxes, duties, license fees, and any compensation under wage act etc.
25. **IMPORTANT NOTES:** -

- a. The successful bidders shall be selected on the basis of lowest tender rate, subject to fulfillment of all terms and conditions as mentioned in this tender document. Chairperson, Delhi Bureau of Text Books reserves the right to negotiate with L-1 bidder for further reduction of rates.
- b. If the L-1 bidder does not have the capacity to execute the job, the Bureau with the permission of competent authority may allot the work to the next organization/contractor on L-1 Rate.
- c. The implementation schedule specified in the contract shall be strictly adhered to.
- d. Chairperson, Delhi Bureau of Text Books reserves the right to change any of the terms and conditions prior to the dead line for submission of bids.
- e. Prices quoted by the Bidder will remain fixed during the Bidder's performance of the contract and not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

26. Amendment in Bidding Document:

- a) At any time prior to deadline for submission of Bids, the Bureau may amend the Bidding Documents by issuing an addendum/corrigendum on the Website only. No addendum/corrigendum will be published in the newspaper.
- b) The amendment will be binding on all the bidders. Bidders are advised to keep themselves updated with the information displayed on the website of the Bureau and Bureau shall not be responsible if the bidder has not received such addendum/corrigendum in the manner stated above.

27. Clarification regarding Bids

1. To assist in the examination, evaluation and comparison of Bids, the Bureau may, at its discretion, ask the Bidder for a written clarification of his/her Bid. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors, if discovered by the Bureau in the Evaluation of the Bids.
2. No Bidder shall contact the Bureau on any matter relating to firm's Bid from the time of the Bid opening to the time the contract is awarded. Any attempt by any Bidder to influence the Bureau Bid Evaluation, Bid Comparison or Contract Award decision in any manner may result in summary rejection of its Bid and this will be treated as a fraudulent and corrupt practice and in such cases the earnest money of the firm will be forfeited besides any other action as deemed fit by the Bureau.

28. Correction of Errors.

- a) Bids determined to be substantially responsive will be checked by the Bureau for any arithmetical error/s will be corrected by the Bureau as follows:
- b) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and



- c). The amount stated in the Bid will be corrected by the Bureau in accordance with the above procedure for removal of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest Money shall be forfeited in accordance with the rule.

29. Authority Letter:

If the tender is signed by other than proprietor/partners/Director of the firm, the authority letter issued by the proprietor/Director/partners of the firm must be uploaded in the technical Bid, failing which, tender will not be considered.

30. More Instructions for Bid.

1. The tenderers not uploaded in prescribed form and non submission of EMD, self declarations, and necessary documents, upto the last date of uploading the tender shall be disqualified.
2. The quotations should be strictly in accordance with the specifications of the terms & conditions specified above. Uploading of **incomplete tender or incorrect specifications or any false information** shall be liable for rejection and forfeiture of EMD.
3. The details as required in the Technical bid form shall be provided by the firm to the Bureau and **no self-made condition or counter conditions shall be written by the bidder.**
4. **Rates shall not be quoted in the Technical Bid form.** In case rates are mentioned therein directly or indirectly, the bid shall be summarily rejected.
5. The organization/contractor must upload the undertaking with the technical bid that the all the terms & conditions of the tender are acceptable to them and shall abide by the same fully and the rates quoted shall remain effective, including extended orders, upto 31.03.2021.
6. A self declaration confirming that the information furnished in the tender document is correct to the best of knowledge and belief.
7. A declaration regarding financial bid has to be signed and submitted with the bid as given below: -

“I/We declare that the financial bid has been submitted without any condition and strictly as per terms and conditions of the tender document and I/We aware that the financial bid is liable to be rejected if it contains any other condition”.

8. A certificate of reading/understanding of specifications and quoting of rates accordingly as mentioned in the tender document has to be signed.
9. Such other information as may be specified in the bid Form.

31. More instructions for financial bid: -

1. The allotment of the job shall be made to the lowest bidder for that job.
2. The organization/contractor shall quote the rate in the prescribed format of BOQ.
3. The work will be allotted to the L-1 bidder with lowest rates.

32. Any point not covered under the Terms and condition of the tender

For any point not covered under the provisions of the tender, Chairperson, DBTB shall be the final competent authority, whose orders in this regard shall be final and binding upon the bidders.

33. 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.

34. 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 Chairman, DBTB.
- B) The award of the sole Arbitrator shall be final binding on all the parties. The arbitration proceedings 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.

Sd/-

SECRETARY

Delhi Bureau of Text Books

**Pre-qualification Bid Form
(Scanned copy to be uploaded)**

1. Name of the Department issuing NIT : _____
- 2 . Name of the Bidding Firm : _____
3. Constitution of the Bidding Firm : _____
(i.e. Limited/Private Limited Company
registered under the Companies Act, 1956
or Joint Venture/Consortium Partnership firm/Proprietorship)
4. Name of the office-bearers of bidding firm : _____
 - i) Proprietor in case of proprietorship
 - ii) All Directors in case of company
 - iii) All Partner in case of Partnership firm.
5. Address of the Bidding Firm
 - i. Head Quarter
 - ii. Delhi Office
6. E-mail address of the bidding firm for correspondence: _____
7. Details of person authorized to bid : _____
 - i. Name & Designation
 - ii. Address
 - iii. Telephone No.
 - iv. Mobile No.
 - v. Power of attorney or letter of authority for authorization (to be enclosed with this form)
8. Licence No under DPSA(R) Rules, 2009 : _____
 - (i) Date of issuance _____
 - (ii)Date upto which valid _____
9. Registration number and date issued under Central Contract (Labour & Abolition) Act
 - (i) Date of issuance : _____
 - (ii)Date upto which valid : _____
10. PAN card Number : _____
 - (i) Date of issuance : _____
11. Provident Fund Registration No. : _____
 - (i) Date of issuance : _____
 - (ii) Date upto which valid : _____
12. ESI Number : _____
 - (i) Date of issuance : _____

(ii) Date upto which valid : _____

13. Registration No. & date/year of Certificate of Incorporation of Registration under Indian Companies Act (if applicable) : _____

14. Details of EMD submitted for

(a) Amount: Rs _____

(b) Ref. No. _____ Date _____

(c) Name of issuing bank & Branch _____

14. Annual Turnover (As per the audited account for the financial year).

i. 2014-15: _____

ii. 2015-16 : _____

iii 2016-17 : _____

iv. Total turnover of last three financial year ending March 2017, March 2016, March 2015 years (i.e. sum of (i)+(ii)+(iii) _____

v. Average annual turnover for last three Financial year ending March 2017 years: ---

(i.e. total turnover divided by 3)

15. Date of filing IT Return:-

(i) Assessment year 2015-16 Date _____

(ii) Assessment year 2016-17 Date _____

(iii) Assessment year 2017-18 date _____

16. Declaration by the bidder :

I/We _____ R/o _____

am/are authorized to sign & upload the bid documents on behalf of the bidding firm M/s. _____. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions contained in this Bid document and undertake to abide by them. I/We further declare that our bidding firm has not been blacklisted over last three years. I/we have uploaded the self attested copy of the documents required as per clause 2 of the section 1 of the Bid documents. The list of documents which have been uploaded is given hereunder which are all self-attested.

List of documents which have been uploaded herewith are:- (mention complete list)

S.No.	Name of Documents	Number of pages
1		
2		
3		
4		
5		

Signature _____
Name of the authorized person
(Seal of the bidding Firm)

Note:-

(1) No column should be left blank.

(2) In Col. No. 1 to 18 pl. also write date upto which it is valid. In case the validity is not restricted then write NOT APPLICABLE.

(3) EMD shall be deposited physically with relevant documents in the tender box, place in the chamber of Secretary, DBTB, Delhi before the last date & time of bid submission in a sealed envelope duly subscribed "Tender for Providing Security Staff". However, legible scanned copy of the EMD must also be uploaded.

Check-list for uploading the documents

<u>S.NO.</u>	<u>DOCUMENTS REQUIRED</u>	<u>YES/NO</u>	<u>UPLOADED/NOT UPLOADED</u>	<u>PAGE NO.</u>
1.	Letter of Authority in favour of authorized person signing the bid.			
2.	license under the DPSA(R) Rules, 2009			
3.	license under Central Contract (Labour & abolition) act.			
4.	PAN Card			
5.	EPF Registration Certificate			
6.	ESI Registration Certificate			
7.	Registration under Indian Companies Act (if applicable)			
8.	Copy of EMD(s) (Physically & Uploaded)			
9.	Audited Balance Sheet/Income Statement of last three financial years ending March 2017.			
10.	Copy of Income-tax return of bidding firm for last three Assessment years ending 2017-18 year			

	duly Acknowledged by the IT Deptt.			
11.	Undertaking as per Clause No. 2			
12.	Existing Proof of time for 5 years			
13.	Two year work experience			
14.	Partnership documents			
14	Undertaking Annexure VII (Phy & uploaded)			
15	Annexure VIII undertaking			
16	Average Annual Turnover			
17	Never blacklisted documents & (physically/uploaded)			
18	Wrong & false information certificate (Physically & uploaded)			

:

↑
M

**Technical Bid Form
(Scanned copy to be uploaded)**

1. Name of the Deptt. issuing NIT : _____

2. Name of the Bidding Firm : _____

3. Detail about the clients to whom contract with not less than 80% of the estimated contract value rounded to be nearest ten) has been provided at any time in last three years reckoned backward with reference to the last date of bid submission.

S.NO	Particulars	Name & address of client-A	Name & address of client-B	Name & address of client-C
1.	Total contract value	From (date/month/year) To (date/month/year)	From (date/month/year) To (date/month/year)	From (date/month/year) To (date/month/year)
2.	Period over which the above said contract has been provided	From (date/month/year) To (date/month/year)	From (date/month/year) To (date/month/year)	From (date/month/year) To (date/month/year)
3.	Supporting documents:- (Whether work order and/or agreement copy, give their ref. no & date also)			
4.	Ref. no & date of certificate of satisfactory service*			

(The detail will be submitted in the tabular format as given above in point No..3)

Note : As mentioned in clause 1 section 2, the bidder is required to submit satisfactory service certificate from at least one client out of the list of all clients to be mentioned above in order to get the assigned marks for all the clients. If no satisfactory certificate is submitted then no marks will be given for any of the clients.

Signature _____
Name of the Authorized Person _____
Office Seal of the Bidding Firm _____

DEPLOYMENT PLAN

1 Security points will be as mentioned in the following list. The contractor will ensure deployment of the security guards as per the below given requirement of DBTB.

S.No.	Security Point	Frequency
1.	2 Main Gates of DBTB	Round the clock
2.	Patrolling	Round the clock

2. The Contractor will ensure following points related to deployment:-

i) The guards deployed by Contractor will be trained and well mannered with proper uniform and as per the qualifications, experience and age.

ii) The Contractor shall make available CV of the personnel to be deployed and also provide a CD giving out details of all the employees deployed in DBTB.

iii) The shift of the guards would be rotated periodically for operational & efficiency point of view.

iv) The Contractor shall be responsible to provide manpower trained in fire fighting and security. The personnel should be fully trained to handle and operate all the fire and security equipments installed in DBTB.

v) The Contractor must have daily provision for day and night checking of alertness of their guards deployed and the same to be recorded in writing.

vi) During winter duty guards will be equipped with woollen over coats, boots, gloves, and sweaters as per need.

vii) The security shall be adequately equipped with torches, baton and other necessary communication devices.

viii) Any mishappening with Security/Staff during the Duty time, the contractor will fully responsible for all compensation to their staff as per workman compensation Act.



FINANCIAL BID FOR SECURITY SERVICE

(In Rupees)

1. Name of Deptt. issuing NIT: Delhi Bureau of Text Books, Delhi.

2. Tender Enquiry No. _____

3. Name of Bidding Firm : _____

4. Price Quotation, Per Month (INR) without service tax

Monthly wages per head/per Shift/ (30 days) (as per Govt. of NCT of Delhi norms or quoted wages)	Agency Charges/Commission bidder may quote their charges per month per person
Wages/ESI/PF	As per minimum wages and norms not be filled by bidder
Admn. Charges per month per security Guard	Amount in Rs. _____

Signature _____

Name of the Authorized Person _____

Office Seal of the Bidding Firm _____

Note :

1. Bidders may quote as per the table given above.
2. The bidders are advised to quote the amount on which he/they shall be able to meet all such expenses towards wage disbursement, administrative charges, maintenance of badge/uniform etc.
- 3 The agency charges shall be full and final and no revision shall be allowed during this period on any grounds.
- 4, Minimum wages will be claimed by the contractor at the rates revised by Deptt. Of Labour. Govt. of NCT of Delhi from time to time under minimum wages act.1948.

FORM OF AGREEMENT

THIS AGREEMENT is made on the _____ day _____ (Month) _____ (Year) Between the Managing Director, DBTB, Delhi which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND (Name and address of the contractor) through Shri _____ authorized representative (hereinafter called "the Contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Security services to the _____ (Name of the Department)

NOW THIS AGREEMENT WITNESSETH as follows :-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Contract conditions and service level of the contract hereinafter referred to as bid documents.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Letter of acceptance of award of contract;
 - b. General/Special conditions of contract and service level;
 - c. Notice inviting Tender;
 - d. Financial Bid,
 - e. Scope of service;
 - f. Addendums, if any; and
 - g. Any other documents forming part of the contract.
3. This Agreement is for a normal contract period of 2 years unless terminated earlier as per the contract conditions. This is extendable also for an additional period upto two years maximum.
4. The Contractor agrees that in course of providing the requisite security services, it will deploy adequate number of Security personnel at each security point where security personnel are required as per the bid documents and they shall be the employees of the Contractor for the purpose of this Agreement and not of the department.
5. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to execute and provide the security services w.e.f _____ as per the provisions of this Agreement and the bid documents The Contractor also agrees that it will ensure that no security breach takes place on the premises.
6. The Department hereby covenants to pay the Contractor in consideration of the execution and completion of the services as per this Agreement and tender document at the rate of Rs. _____ (Rupees _____ (in words) per month ..
7. The contractor shall also timely disburse by the date prescribed under payment of

wages act through electronic transfer mode to the employees the wages which should be compliant to the prevailing minimum wages rates as revised from time to time and shall mandatorily deposit EPF, ESI. Subscription and Employers' Contributions thereon as admissible with the concerned authorities. In case. Violation of the prevailing rules/laws in such matters occurs, it shall be the complete responsibility of the Contractor & the Contractor indemnifies the department from any loss or damage that may occur.

IN WITNESS WHEREOF: the parties hereto have signed the Agreement on the day and the year written above.

For and on behalf of the

For and on behalf of the

CONTRACTOR

DELHI BUREAU OF TEXTBOOKS

Authorized Signatory

Authorized Signatory

(Name: _____)
(Designation _____)

(Name: _____)
(Designation _____)

Seal of Contractor

Seal of Department
(From the Department side)

1. Witness _____
Name _____
Address _____

Telephone No. _____

2. Witness _____
Name _____

Address _____

Telephone No. _____

(Note.- The department should ensure that the person signing the agreement on behalf of contractor should be either proprietor himself or one of the authorized partners or one of Directors in case of bidding company)

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the "Bank") of the one part and _____ (Name of the Department) (hereinafter called the "Department") of the other part.

2. WHEREAS _____ (Name of the Department) has awarded the contract for Security Services contract at agreed rates (hereinafter called the "contract") to M/s. _____ (Name of the contractor) (hereinafter called the "contractor").

3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).

4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. _____ (Amount in figures and words) as stated above.

5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to Indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor.

The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-S

above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.

9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions "the Department", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns
IN WITNESS whereof If I/WE of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year)
Being herewith duly authorised . For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name _____

Designation _____

I.D. No. _____

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named
_____ in the presence of:

Witness -1.

Signature _____

Name _____

Address _____

Witness -2.

Signature _____

Name _____

Address _____

UNDERTAKING

(ON A STAMP PAPER of Rs.100/.)
(to be uploaded on e-tender platform)

To

(Designation of officer issuing NIT)

Name of the Bidding firm/Agency _____

Name of the tender _____ Due date _____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in bid document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.
3. I/WE agree to abide by the provisions of payment of Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, Bonus, Gratuity, Leave, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per rates governed by Minimum Wages Act 1948 as revised by the Govt. of NCT of Delhi from time to time and shall be fully responsible for any violation.
4. I/We do hereby undertake to provide required security services to the Delhi Bureau of Text Books through trained and uniformed security guards as per health and other standard Private Security Agencies Regulation Act 2005 Our Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs . (Rs. in words .) i.e. 1% of the value of the work awarded. The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.
5. In case of non-compliance of any of the terms and conditions laid down in the bid document & agreement, the Bureau may take necessary action against us as deemed fit under the provision of law.

Signature _____
(Name of the Authorised person)

Name and Address of the Bidding Firm _____

Telephone No. _____

Date : _____

Seal of the Bidding Firm _____



TECHNICAL BID

Certificate regarding implementation of labour laws and etc.

It is certified that I/We have read the clause of labour law of GNCT of Delhi/State Govt. and we are implementing the labour laws in our Company as framed by the Labour Department, Govt. of NCT of Delhi/State Govt.

**Name & signature of the authorized signatory of the Firm/Partner of the Firm/ Director/ Proprietor.
With rubber stamp**

Place & Date

A handwritten signature or mark consisting of a vertical line with a hook at the top and a small flourish at the bottom.

TECHNICAL BID

SELF DECLARATION TO BE SUBMITTED ALONG WITH TECHNICAL BID

That I/We _____ M/s _____
Address _____ has/have furnished
the correct information in the tender and I/We shall be solely responsible for
furnishing wrong/false information in the tender.

**Name & signature of the authorized signatory of
the Firm/Partner of the Firm/ Director/
Proprietor. With rubber stamp**

Place & Date:



TECHNICAL BID

SELF DECLARATION TO BE SUBMITTED ALONG WITH TECHNICAL BID

That I/We _____ M/s _____
_____ Address _____ certified
that our firm has never been blacklisted in the past by any Govt.
Department/Organisation/Undertaking.

**Name & signature of the authorized signatory of the
Firm/Partner of the Firm/ Director/ Proprietor.
With rubber stamp**

Place& Date

A handwritten signature or mark in blue ink, consisting of a vertical line with a hook at the top and some scribbles at the bottom.

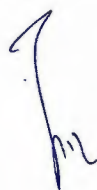
TECHNICAL BID

AUTHORITY LETTER

Certified that I/We _____ proprietor/director/partner
of M/s _____ Address _____
_____ hereby authorize to Sh. _____ to sign the
tender documents on my / own behalf.

**Name & signature of the authorized signatory of the
Firm/Partner of the Firm/ Director/ Proprietor.
With rubber stamp**

Place & Date



TECHNICAL BID

Certificate regarding filling of latest GST Return 3B

Certified that I/We _____ proprietor/director/partner of
M/s _____ Address _____ hereby certify
that I have filed the latest return of GSTR 3B for the month of June, 2018.

**Name & signature of the authorized signatory of the
Firm/Partner of the Firm/ Director/ Proprietor.
With rubber stamp**

Place & Date



TECHNICAL BID

DECLARATION REGARDING FINANCIAL BID

I/We declare that the financial bid has been submitted without any condition and strictly as per the conditions of the tender documents and I/We aware that the financial bid is liable to be rejected if it contains any other condition.

Place: **Name & signature of the authorized signatory of the**
Date: **Firm/Partner of the Firm/ Director/ Proprietor.**
 With rubber stamp

A handwritten mark in blue ink, consisting of a vertical line with a hook at the top and a small flourish at the bottom, resembling a signature or initials.

TECHNICAL BID

UNDERTAKING REGARDING ACCEPTANCE OF ALL TERMS & CONDITIONS OF THE TENDER AND VALIDITY OF RATES

I/We hereby undertake that all the technical & financial tender conditions and other terms & conditions mentioned in this document or any changed conditions prior to the dead line for submission of bids shall be acceptable to us and I/We shall abide by the same fully and the rates quoted shall remain effective including extended orders up to 31.03.2021.

**Name & signature of the authorized signatory of the Firm/Partner of the Firm/ Director/ Proprietor.
With rubber stamp**

Place:

Date:

A handwritten signature in blue ink, consisting of a vertical line with a hook at the top and a small flourish at the bottom.

TECHNICAL BID

DECLARATION REGARDING DEPLOYMENT OF SECURITY GUARDS AS PER SPECIFICATION AND SCHEDULE

I/We declare that deployment of security guards shall be made in accordance with the specifications as per terms and conditions of the tender.

**Name & signature of the authorized signatory of the Firm/Partner of the Firm/ Director/ Proprietor.
With rubber stamp**

Place & Date



TECHNICAL BID

PROFORMA FOR INFORMATION OF ANNUAL TURNOVER

Name of the Firm _____

Address _____

Annual turnover for the last three years _____
(In Indian Rupees)

Financial year	Turnover (Rs. in lacs)	Profit & Loss A/c, Balance Sheet Authenticated by Chartered Accountant	ITR for the financial year 2014-15, 15-16 and 16-17. (Assessment year 2015-16, 16-17 and 17-18)
2014-15		Uploaded/Not uploaded	Uploaded/Not uploaded
2015-16		Uploaded/Not uploaded	Uploaded/Not uploaded
2016-17		Uploaded/Not uploaded	Uploaded/Not uploaded

Name & signature of the authorized signatory of the Firm/Partner of the Firm/ Director/ Proprietor.
With rubber stamp

Place & Date:

