INDIA TRADE PROMOTION ORGANISATION
E-TENDER NOTICE

Introduction & Scope

Online tenders are invited through two bid system for empanelment of security agencies with India Trade Promotion Organisation, New Delhi, to provide the services of skilled security guards and security supervisors for the period 01 April 2017 to 31st March 2020 for monthly requirement and requirement during fairs held at Pragati Maidan, New Delhi. The financial bid would be called for empanelled agency only as and when requirement of Supervisor and security guards arises.

1. The tender documents are available on ITPOôs website www.indiatradefair.com (for not uploading of bid). Tender document can be downloaded from **www.eprocure.gov.in**. However, the documents required such as one DD/ Bankers cheque towards Cost of Tender (Demand Draft/ Bankers cheque should be in favour of India Trade Promotion Organisation, payable at New Delhi) should be deposited in Room of Manager (Security) before the closing time and date fixed for opening the e-tender. The bidder should have PAN Number, Service Tax Number, TIN number, ESI, EPF Registration Number and Service Tax return/clearance certificate up to date upto last quarter.

2. Tender documents may be downloaded from ITPOôs web site www.indiatradefair.com (for not uploading of bid) and CPPP site https://eprocure.gov.in/eprocure/app as per the schedule as given in CRITICAL DATE SHEET as under.

INDICATIVE CRITICAL DATE SHEET

Published Date	**22/02/2017**
Bid Document Download Start Date	**22/02/2017**
Bid Submission Start Date	**22/02/2017**
Bid Submission End Date	**20/03/2017 at 1.00 PM**
Prequalification Bid Opening Date	**21/03/2017 at 4.00 PM**
Communication Address	Manager, Security Division, Pragati Building , Pragati Maidan New Delhi-110001 Email: mandeepsingh@itpo.gov.in
Feel free to Contact regarding query, if any	Desk No.: 011-2337 1784/1808

3. Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app.

4. Tenderers/ Contractors are advised to follow the instructions provided in the óInstructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/app documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. No Manual bids shall be accepted.

5. **NONRESPONSIVE BIDS** ï Means a **bid** or proposal that does not substantially complies with the invitation to **bid** or request for proposals and all prescribed procurement procedures and requirements.

6. Not more than one tender shall be submitted by one bidder or bidders having business relationship/ vested interest. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parities liable to rejection.

7. Tenderer who has downloaded the tender from the **ITPO's website www.indiatradefair.com** and Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app, **shall not modify the tender form in any manner**. In case if the same is found to be tampered/ modified in any manner, tender will be summarily rejected and tenderer is liable to be blacklisted from doing business with ITPO.

8. The prospective bidder is advised to visit ITPOôs website **www.indiatradefair.com** and Central Public Procurement Portal website https://eprocure.gov.in/eprocure/app for any Corrigendum/Addendum/Amendment/Clarifications, if any, before uploading its bid and if the bid has been uploaded, same could be detached/withdrawn and resubmitted taking into account Corrigendum/Addendum/Amendment/Clarifications.
Notwithstanding, anything contained in this bid document, it is unequivocally clarified that if any Corrigendum/Addendum/Amendment/Clarifications issued after submission of the bid and before closing of the bid date and time, such bid would be treated as nonresponsive.

Tender cost:

Cost of tender is to be deposited electronically by NEFT/RTGS in the account of ITPO at the below mentioned details or DD/ Bankers cheque in favour of ITPO payable at New Delhi.

BANK Details for NEFT/RTGS:

Name of the Beneficiary	:	India Trade Promotion Organisation
Name of the Bank	:	Central Bank of India
Branch Address	:	Pragati Maidan, New Delhi-110001
Account No.	:	1167404133
Type of Account	:	Saving
RTGs Code	:	CBIN 0284078
MICR CODE	:	110016150
PAN NO.	:	AAATI2955C

9. The Hard Copy of original instruments in respect of cost of tender document must be delivered to Manager (Security) India Trade Promotion Organisation, Pragati Maidan, New Delhi - 110001 on or before bid opening date/time as mentioned in critical date sheet. The Demand Draft attached/ submitted for tender fee shall be non refundable. Non submission of cost of tender document etc on or before closing date and time of bid would result into summarily rejection of bid.

10. Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet.** The firm will be selected on the basis of the meeting out the parameters. The price negotiation/ bid will be given/ done by them with respective organizers.

Submission of Tender

The **tender shall be submitted online.** All the pages of bid being submitted must be signed wherever required, and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be entertained and bid would be summarily rejected.. No correspondence will be entertained in this matter. The Security agencies will be empanelled on the basis of the technical bids only. The financial bids may be obtained by ITPO or the third party organizers while hiring the security guards among the selected security agencies.

(Eligibility Criterion for Qualification Bid)

1. To qualify in the Pre Qualification Bid, the bidders must fulfill the following Technical parameters /conditions:-

a. The Private Security agency may be proprietorship/ partnership firm/ company incorporate, however should be registered with respective authority.
b. Minimum turnover of Rs.1.50 crore per annum for last three years.
c. Minimum work experience of five years in the field of Security service.
d. Minimum strength of 500 Security Guards should be on the Pay Roll of the Agency.
e. If the agency failed to fulfill the eligibility criteria parameters the bid will be rejected summarily.
f. Non-responsive/incomplete bids shall be summarily rejected and no communication of the same will be obligatory on the part of ITPO.

The bidder is required to attach/upload scanned and signed copy of the followings e-tender document through on-line : failing to provide the mentioned documents the bids may be rejected summarily.

I. Scanned copy of valid registration with Registrar of Companies or with any other Government body.
II. Scanned copy of PAN No, Service Tax number, EPF & ESI registration number.
III. Scanned Copy of Service Tax, return/clearance certificate up to date of last quarter.
IV. Scanned Copy of Tender acceptance letter(Annexure - III).
V. Scanned Copy of Work experience issued by other organisations.
VI. Scanned Copy of Work experience with PSU/ Government agency.
VII. Scanned copy of documents like Tender cost.
VIII. Scanned copy of Legal standing of the company Proprietorship/partnership/co-operative society of the agency if any.
IX. Scanned copy of Balance sheet for the last three years certified (copy) by the Chartered Accountant.
X. Scanned copy of Number of employees(at least 500) should be certified by a Practicing Charted Accountant.
XI. Scanned copy of blacklisting certificate in this regard (Annexure -V).
XII. Scanned copy of undertaking for accepting the terms & conditions & scope of work.(Annexure - II).
XIII. Scanned copy of the authorization in favour of the person signing the tender document.
XIV. Scanned copy of valid labour license issued by the competent authority in the name of the Agency/ firm under the Contract Labour (R & A) Act 1970.

2. The bidders should have business office as well as workmanship in Delhi and NCR area. Under no circumstances, the company, outside of Delhi-NCR would be considered.

3. The bidder must submit/upload self-attested copy (copies) of three years work order/work experience, as a proof of similar work done in a PSU, Central /State Government Organization or subsidiary / joint venture / Regulated company thereof, or a reputed private company etc.

4. In case at later date, if it is noticed/found that the information provided/incorporated in the quotation form is incorrect or false, contractor empanelment would be cancelled.

5. The tentative man-power requirement of ITPO is as under:

1)	On Monthly basis	124 Per day (28 security guards + 4 supervisor in each shift of 8 Hrs.) appox.
2)	During IITF	300-600 Security guards per day (approx.).
3)	During other fairs/exhibitions. of ITPO except IITF.	6 - 150 approx. Security Guards per day/ Night.

The security staff of the Private Security agency will work in shifts of 8 hrs. of duty .i.e. Morning, Evening and Night or as per the requirement of ITPO.

6. The incomplete Technical Bid/Empanelment offer received without the supporting documents, the bid would be treated as nonresponsive and thus be summarily rejected.

7. ITPO reserves the right to reject any/all panel without assigning any reason.

8. All the pages of terms and conditions of tender form are to be duly signed by authorized signatory of the bidder as a mark of acceptance of the stipulated Terms & Conditions.

9. The empanelment of Private Security agencyôs man-power with ITPO shall be subject to Police verification/clearance of its manpower including the proprietor of agency.

10. Any Change in the format is strictly forbidden and if noticed the bid would summarily be rejected.

11. The participating agencies would be required to quote their agencies service charge in their bid and which should not be less than 3% of minimum wages of NCT of Delhi as mentioned in Column No. 1 of the Financial Bid otherwise Tender will be rejected.

12. In the event of the quoted rates of the first two or more agencies in the sequence remains the same, in such a situation the order of preference for the empanelment is vested with ITPO and shall be final & binding.

13. The successful bidders have to show the original copies and the required documents when called.

14. SITE VISIT: The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

15. CLARIFICATION OF BIDDING DOCUMENTS: A prospective bidder requiring any clarification of the Bidding Documents may notify ITPO in writing or email at ITPOôs mailing address indicated in the Invitation for Bids. ITPO will respond in writing to any request for clarification of the Bidding documents which it receives not later than 05 working days prior to the deadline for the submission of bids prescribed by ITPO. Written copies of ITPOôs response (including an explanation of the query but without identifying the source of the query) will be uploaded on e-tendering website. Any clarification or information required by the bidder but same not received by ITPO, five days prior to the bid due date, the same is liable to be considered as no clarification/information required.

16. Disclaimer:

The information contained in this bid document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of is provided to Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided. By acceptance of this tender document, the recipient further agrees that this tender document may not be distributed, reproduced or used for any other purpose than selection of a company for undertaking Contract.

The recipient agrees that it will cause its Directors, Partners, officers, employees and representatives and any other parties who provide services to the recipient to use the tender document for the purposes in the manner stated above, does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this tender document. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document. The ITPO also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document. ITPO may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document. The issue of this tender document does not imply that ITPO is bound to select a Bidder and reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

17. Interpretation :

In this Tender Doc
ument, unless the context otherwise requires

(a) For the purpose of this Tender Document, where the context so admits:

(i) The singular shall be deemed to include the plural and vice versa and

(ii) Masculine gender shall be deemed to include the feminine gender and vice-versa.

(b) References to a **"person"** if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies, corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency legal juristic person thereof;

(c) References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Tender Document. The Schedules, annexure and addendums shall form an integral part of this Contract.

(d) Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Contract. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.

(e) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Tender Document. References to the word "includeò and "includingò shall be construed without limitation. Any reference today shall mean a reference to a calendar day including Saturday and Sunday.

18. Due diligence:

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid non-responsive to the Tender Document in every respect will

be at the Bidderôs risk and may result in rejection of the bid. ITPO shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

19. Period of validity of bid:

i. Validity Period: Bids shall remain valid for 120 days; ITPO holds the right to reject a bid valid for a period shorter than 120 days as non-responsive, without any correspondence.

ii. Extension of Period of Validity **:**
In exceptional circumstances, ITPO may solicit the Bidderôs consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. A Bidder granting extension of validity will not be permitted to modify his technical or commercial bid.

20. Cost of bidding:
The Bidder shall bear all costs associated with the preparation and submission of its bid and ITPO shall under no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

21. Tender Cost:
The successful bidder shall have to furnish a tender cost of Rs. 525 /- (Rupees five hundred twenty five only) in the form of account payee demand draft/ Bankers cheque, drawn on any nationalized or scheduled commercial bank in favour of India Trade Promotion Organisation, payable at New Delhi. A bid received without tender cost except those Firms which have been exempted from submission of Tender Cost, as per Government of India orders/instruction shall be summarily rejected. Certified copies of the same should be uploaded with the quotation for claiming the relaxation, failing which quotation will be rejected.

22. Processing fee/ Tender cost:

i. The processing fee/tender cost is non-refundable.

- If a bidder withdraws his bid during the period of bid validity, Or in case of a successful bidder, if the bidder fails to sign the contract/agreement in accordance with terms and conditions, the contract awarded to the agency shall be terminated.

23. Tender evaluation committee:
ITPO will constitute the Tender Evaluation Committee. This committee will evaluate the Bid Documents submitted by the Bidders.
i. The Tender Evaluation Committee may choose to conduct negotiation or discussion with any or all the Bidders. The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the parties.
ii. All the successful bidder on showing the original documents will be empanelled.
iii. Any effort by a Bidder to influence the Tender Evaluation Committeeôs processing of Bids or award decisions may result in the rejection of the Bid.

24. Acceptance & Withdrawals:
The right of final acceptance of the tender is entirely vested with ITPO who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of ITPO to communicate with rejected Bidders. After acceptance of the tender by ITPO, the Bidder shall have no right to withdraw his tender, or claim higher price.

25. ITPO 'S Decision to be final:

- A firm blacklisted by any Govt. /State Government office will not be eligible to participate in

this tender. In case any such firm obtained contract by hiding the facts and it comes to the notice of Office later, contract will be cancelled/ terminated immediately.

- ITPO reserves the right to relax/withdraw/amend/modify any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.

- Tenderers/ Bidders are advised to read the tender document carefully and thoroughly before submitting Bid Application, in order to avoid any further disputes and should subsequently satisfy themselves that they meet the qualifying criteria and capability as laid down in the tender documents.

- If the last day happens to be Holiday, the next working day will be the last date for submission and opening of bid, if deemed fit.

- The final decision would be based on the technical capacity and pricing that does not bind it in selecting the firm offering lowest prices alone. The e-tender shall be submitted neatly and all corrections, over-typing shall be attested with seal and full signature. Tendering/Subsequent award of job shall not in any way entitle the vendor to have any exclusive rights and privileges.

- It will be the sole discretion of India Trade Promotion Organization to accept or reject any tender in full or in part without assigning any reason thereof. Also ITPO reserves its rights to cancel or postpone the award of work without assigning any reasons what so ever, for which the quotations are invited. The discretion of ITPO shall be final and binding in this regard.

- This tender is non- transferable.

- It will not be obligatory for ITPO to accept the lowest quotation and no explanation shall be given for the cause of rejection of quotation of any tenderer. No such obligation on the part of ITPO is also to inform the unsuccessful bidders of the outcome of the tender process.

26. Undertaking:

An unconditional undertaking from the Bidder stating the compliance with all the terms and conditions of the Contract/Tender and Technical Specifications of the Bidding Document will be required, since no deviation will be acceptable to ITPO.

27. RECTIFICATION OF ERRORS:

Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the rates in words and figures, the rate in words will govern. If the bidder does not accept the correction of errors, his bid will be rejected.

28. The job contract of ITPO in respect of man-power (Private Security staff) requirement during the tenure of this empanelment shall be governed in accordance with the terms & conditions and laws applicable in the country.

29. The ITPO may inspect the facility of the vendors to verify the genuineness and to ensure the conformity with the details given.

30. The financial bid would be called for empanelled agency only as and when requirement of Supervisor and security guards arises.

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates here in after referred to as DSC . The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app**.**

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link ñ**Online Bidder Enrollment**ò on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCôs to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ôMy Tendersô folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender. A Helpdesk facility would be available to the prospective bidders on Helpdesk No. 011-2337 1784/1808.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully. The bidders are cautioned to take note of two stages of bid i.e. Technical Bid and Financial Bid, which are to be in two

separate covers/envelope duly written in bold together with specified documents to be attached with each bid. Any deviations from these may lead to rejection of the bid summarily.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use ñMy Spaceò or óOther Important Documentsôô area available to them to upload such documents. These documents may be directly submitted from the ñMy Spaceò area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5) Incomplete, conditional offer, offer containing vague and indefinite expression such as ñ subject to immediate acceptance, conditions apply, subject to condition, authorized to participate etc.ò will summarily be rejected.

SUBMISSION OF BIDS

1) Bidder should log in to the website well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as ñofflineò to pay the tender fee as applicable and enter details of the instrument.

4) The server time (which is displayed on the biddersô dashboard) will be considered as the standard time for referencing the dead lines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured socket layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openerôs public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid opener.

6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) Upon the successful and timely submission of bids (i.e. after Clicking ñFreeze Bid Submissionò in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

INDIA TRADE PROMOTION ORGANISATION
Pragati Maidan, New Delhi 110 001

TERMS AND CONDITONS FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES WITH INDIA TRADE PROMOTION ORGANISATION, NEW DELHI TO PROVIDE REQUISITE MAN-POWER ON CONTRACT BASIS FROM 1st April 2017 TO 31st MARCH 2020

A. POINTS TO CONSIDER FOR SELECTION AND SHORTLISTING OF PRIVATE SECURITY AGENCY TO PROVIDE SERVICES:

1. Agency must be **licensed under Private Security Agency Regulations Act (PSARA), 2005**, for at least 5 years prior to selection, for the State where services are to be rendered, copy of valid license to be submitted at time of empanelment.

2. **Procedures to be followed for recruitment:**
   a) Age: Eligibility of each private security guards ï he should be between 20 and 45 years

   b) Physical ï A person shall be eligible for being engaged or employed as security guard if he fulfills the standards of physical fitness as specified below:
      i) Height : 170 cms (for female 155 cms).
      ii) No physical disability or divyang in moving around and vision etc. to be checked.
      iii) Weight: According to standard table of height & weight, chest 80 cm with an expansion of 4 cms (no chest criterion for female workers shall be followed)
      iv) Eye Sight: - Far sight vision 6/6, near vision 0.6/0.with or without correction, free from colour blindness should be able to identify and distinguish colour displayed in security equipment and read and understand display in English alphabets.

   c) Education - Minimum matriculation complete/ passed.

3. **Training**
   Training as prescribed under PSARA to completed by all guards from a PSARA prescribed training facility, certificates to be submitted for each worker.
   Training Syllabus to cover the following broad areas:
   1) Basics of security
   2) Fire training
   3) Basic First Aid
   4) Crowd control
   5) Conduct in public place
   6) Reading & writing basic
   7) Maintaining men and materials record
   8) Frisking and checking of persons entering and exiting a premises
   9) Emergency protocol

4. **Documentation**: - Agency should maintain a register containing, the names, addresses, photographs, along with Police verification reports and biometric details and records of salaries

paid to the guards in accordance with Minimum Wage Act and deduction of PF and ESI be made as per prescribed rules. The salary will be paid through bank only under intimation to ITPO.

5. **Uniforms:** Guards should wear his/her uniform while on duty, an arms badge, shoulder or chest badge to indicate his position in the organization, whistle attached to the whistle cord and to be kept in the left pocket, shoes, headgear (which may also carry the distinguisher mark of the agency). They should also carry a notebook, writing instrument, flesh light and batten.

6. **Photo Identity Card**: the photo identity card shall be issued in such from as may be prescribed every security guard or supervisor shall carry on his photo identity card issued, by the security division of ITPO at all times while in ITPO.
7. 10% of the guards should have Defence/ Paramilitary background.
8. The guards should not be addicted to liquor/tobacco/any other intoxicated substance.
9. The guards should be fluent in Hindi and English.
10. In case of requirement of armed guards, the guards should be in possession of Armed License of nonï lethal weapon. He must always carry this license while on duty.
11. Performance statement for the past 3 years to be submitted.

Note:

1. After enrolment in the panel, the team of Security Division formed by GM (Security) will also check whether the parameters are being adhered to by security agency or not.
2. In case it is found that security agencies are not following the given parameters, they will be first advised which will be followed by warning. If still the security agency fails to comply with parameters, ITPO is empowered to cancel the empanelment of the security agency.
3. A list of security personal being detail for a fair will be submitted to the organizer and GM (Security) in advance. It should contain all the details about the required documents.
4. The Agency shall not engage any personnel continuously for 16 hours.

B. Security Deposits

A total amount of 10 % may be charged from the Private Security Agency who will be taken on panel by the organiser as refundable security deposit within one month of the receipt of notification of award. The security deposit shall be refunded to the Private Security agencies on request after six months of satisfactory completion of the empanelment period. The security deposit will not bear any interest.

C. Forfeiture of Security Deposits:

C1- In case of any breach or lapse on the part of the Agency, ITPO will be entitled to invoke the **Security Deposits** without any objection from the Agency in any manner. The **Security Deposits** shall stand forfeited, if a bidder withdraws or amends the bid /tender or fails to sign the agreement (as attached sample) or accept the contract within the stipulated period.

C2- In case the empanelled Security agency, at any stage fails to provide the man-power requirement of ITPO as mentioned above would tantamount to the cancellation of the empanelment and the amount of the **Security Deposit** shall be forfeited in full and in this regard no representation would be entertained thereafter.

D. Payment of wages to deployed Private Security Guards/Supervisor

The empanelled Private Security agencies shall pay minimum wages and other statutory obligation as laid down by the Govt. of NCT of Delhi in accordance with the minimum Wage Notification issued by the Government of NCT of Delhi from time to time. The responsibility of timely payment of wages to its employees and compliance of labour law, EPF Law & ESI Law will rest with the empanelled agency.

E. Rate and Taxes

i) The Service Tax as applicable from time to time shall be payable by empanelled agency on the total billing. The amount of Service Tax as calculated by the empanelled agency will be deposited with the concerned Government department and the copy of challan of payments to be submitted along with the bill to ITPO.
ii) TDS as applicable from time to time shall be deducted on gross amount of the bill as per rules.
iii) Taxes extra as applicable will be payable by the empanelled agency as levied by the State/Central Government from time to time.

F. Submission of bills ï The bills shall be submitted by the party within one month after conclusion of the event/fair along with following documents:-

i) Copy of job order
ii) Copy of attendance sheet
iii) Copy of challan for service tax deposited
iv) Copy of challan of ESI
v) Copy of challan of EPF
vi) Form 36 B for EPF
vii) ECR for EPF

G. Insurance Cover

(1) The Empanelled Private Security Agency shall take out comprehensive insurance cover for all the personnel deployed to cover any accident, and copy of same shall be submitted to ITPO.
(2) The Empanelled Private Security Agency undertakes all responsibilities to keep alive the insurance cover and shall not allow the lapse of such policy at any point of time.

H. Indemnity

(1) The empanelled Private Security Agency shall indemnify ITPO from any claims including third party claim arising out of its own employees (Annexure VIII).
(2) The agency undertake all responsibility/responsibilities arising out of loss, damage, theft excluding natural wear and tear/calamity to make good or replace the equipment/accessories within 24 hrs. to 72 hrs. as per exigency and shall bear the expenses thereto. The agency undertake to make good to the ITPO the loss to the property (movable or immovable) if it is found the same is out of their negligence/non application of diligence of deployed personnel.
(3) The empanelled Private Security agency is required to submit the indemnity bond indemnifying ITPO from any claim arising on account of deduction/payment to statutory authority on account of contributory employees provident fund, ESI, pension and other statutory liabilities/obligations/stipulations as given in various Central/State Labour Laws from time to time in-force.
(4) ITPO shall not indemnify any third party claim arising on account of the guards deployed by the security agency.

Notwithstanding, anything contained in this agreement the successful bidder unconditionally, unequivocally, without demur and its own violation shall indemnify ITPO and its officer against any claim arising out and in connection with deployment Supervisor/ Security guards and /or any Third Party claim including statutory claims and compliances and keep the employer

indemnified, which includes legal expenses incurred by ITPO and Statutory authorities in defending the matter in any event of Law/ Tribunal..

I. Agreement/Contract:

The parties to the Agreement i.e. Organiser and successful bidder shall have to enter into a contract by formal signing of the agreement on Rs. 100/- non-judicial stamp paper within one month of the receipt of notification of award (sample attached).

J. Termination

(1) Any breach of the terms and conditions of the empanelment may culminate into termination of empanelment.

(2) If the services of contractor are not found satisfactory/fail to provide the requisite manpower for fairs/monthly, the contractor may be issued one month notice by ITPO to improve the security performance. Failing to which, a final one month notice may be issued by ITPO to remove the security agency from the panel and decision of ITPO in this regard will be final.

(3) Either party may terminate the agreement by issuing the notice to this effect in writing with clear 30 days excluding first and last holidays.

No claim for any compensation will however be entertained due to such termination prior to the expiry of stipulated period of contract.

K. Assign & Control (Sub contract)

(1) No empanelled agency shall be allowed to further assign/sub-assign/sub-contract the requirement of ITPO without prior approval deduced in writing and its breach would lead to de-empanelment.

L. Force-Majeure

If at any time, during the continuance of this contract, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the contractor), fire, floods, natural calamities for any act of GOD (hereinafter referred to as EVENT) beyond their control unequivocally and accepted by other, provided notice of happenings of any such EVENT is given by the affected party to the other, within 15 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any such claims for damages/ compensation against the other, in respect of such non-performance or delay in performance provided the contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist. The decision of the CMD, ITPO, as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days either party may, at his option terminate the contract.

M. Arbitration

Any disputes or differences between the ITPO and the empanelled agency in connection with the agreement shall be referred to the Chairman & Managing Director, ITPO or his nominee to act as

a sole Arbitrator in accordance with the Arbitration and Conciliation Act 1996 as amended time to time. The award of the Arbitrator shall be final and binding on the parties It is also agreed that if any fees are payable to the Arbitrator, then the same shall be paid equally by both the parties as per direction of Arbitrator. It is further agreed that the venue of the arbitration proceedings shall be the office of ITPO, i.e. Pragati Bhawan, Pragati Maidan, New Delhi.

N. Cost of Stamp Duty

The successful bidder shall bear the cost of Stamp Duty payable for execution of this Agreement and in engrossment thereof and indemnify ITPO against any claim arising out of payment of Stamp Duty.

O. Jurisdiction

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

ANNEXURE-I

INDIA TRADE PROMOTION ORGANISATION
(A GOVERNMENT OF INDIA ENTERPRISE)
PRAGATI MAIDAN, NEW DELHI-110001.

PREQUALIFICATION BID
(To be submitted in firmôs own letter head)

SUB: OFFER FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES WITH INDIA TRADE PROMOTION ORGANISATION, NEW DELHI TO PROVIDE MAN-POWER ON CONTRACT BASIS FROM 1st April 2017 TO 31st MARCH 2020

1. Name of the Security Agency :

2. Postal and Registered office Address :

3. Telephone

4. Fax :

5. Email :

6. (a) Registration No. with Registrar of Co. :

   (b) ESI Registration Code No. :

   (c) EPF Registration Code No. :

   (d) Service Tax No. :

   (e) PAN / TIN No. :

7. Nature of the organization company Incorporated / Proprietorship Firm / Partnership Firm / Society (Please enclose copy of the certificate) :

8. No. of Private Security personnel employed (Organizational setup) :

9. Date of start of business :

10. Total work experience in the field :

11. Work experience with ITPO, if any :

12. Annual turn-over of the agency during the last three years certified by C.A. :

13. List of companies where applicant had Provided Private Security guards in preceding 3 years (Kindly attach separate sheet) :

14. Labour Contract License No.

15. Details of Payment of Cost of Tender Papers: (i) DD Noé é . Dateé ..
(ii) Bank Name & Address é é

This is to certify that I/We before signing this bid have carefully read the contents of the Bid Document and fully understood all the terms and conditions contained therein and undertake myself/ourselves to abide by the same.
I/We hereby declare that the information/facts provided is true, correct and to best of my/our knowledge and belief.

In case any information/facts found to be incorrect, misleading or factually wrong, ITPO is empowered to take any decision/action, as deemed fit.

Note: Please strike out Not Applicable **(N/A)** against the column which does not relate, while filling up the above column.

Date:

Place:

Signature of Bidder along with seal
Name of Bidder:
Name of the Firm / Agency

Note: Please attach attested copies of the above documents.

Annexure -II

Declaration

(To be submitted in firmôs own letter head)

To,

Manager (Security)
India Trade Promotion Organisation
Pragati Bhawan
Near Gate No.-03,
Pragati Maidan
New Delhi-110001

Subject: TENDER FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES WITH INDIA TRADE PROMOTION ORGANISATION TO PROVIDE REQUISITE MAN-POWER ON CONTRACT BASIS FROM 1ST APRIL 2017 TO 31ST MARCH, 2020

Dear Sir,

With respect to the e- tender enquiry, I / We hereby submit my/ our tender in a required on-line format. I / We have adhered to the requirements prescribed by ITPO, New Delhi. I/ We have carefully gone through the guidelines / scope of work/ terms and conditions and prescribed format and I/ We accept the same without any alternations / modifications and in case of any false/ incorrect information found at later date after award of work, I have clearly understood that ITPO would be at liberty to terminate the agreement and proceed with process of black-listing of the bidder for the period as deem fit & proper depending upon graveness of the matter.

Thanking you,

Yours faithfully,

(Signature and seal of bidder)

Date:
Place: Address:

Annexure: III

TENDER ACCEPTANCE LETTER

(To be submitted in firmôs own letter head)

Date:

To,
Manager
Security Division
INDIA TRADE PROMOTION ORGANISATION
Pragati Bhawan, Pragati Maidan,
New Delhi – 110001

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: Empanelment of Private Security agencies with India Trade Promotion Organisation, New Delhi to provide the services of skilled Private Security guards and Security Supervisors for the period 01 April 2017 to 31st March 2020 for monthly requirement and requirement during fairs held at Pragati Maidan, New Delhi.

_____

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:
_____
_____

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE-IV

UNDERTAKING

(To be submitted in Firmôs/ Agency own letter head)

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document, scope of work, and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted for any other department in India.
3. I/We give the rights to the Competent Authority of ITPO to forfeit the Security Money deposited by me/us if any delay on our part or fail to undertake contract/information provided by me/us are false.
4. I hereby undertake to undertake contract, as per directions given in the tender notice..

(Signature of the Tenderer)

Place: Name of the Signatory:_____

Date: Name of the Firm/agency _____

Seal of the Firm/Agency _____

ANNEXURE-V

DECLARATION

(To be submitted in firmôs own letter head)

It is certified that my firm/agency/company has never been black listed by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on date.

Signature of the Tenderer _____

Place: Name of the Signatory _____

Date: _/_/ Name of the Firm/agency _____

Seal of the Firm/Agency _____

AGREEMENT

AN AGREEMENT is made thisé é é é é é é é é é é é é é é é é é BETWEEN the India Trade Promotion Organisation. A company Incorporated under the companies Act, 1956 and with its registered office at Pragati Maidan New Delhi-110 001, which expression shall include its successor, unless repugnant to or Excluded by the contract here of and assignees of and represented by its CMD, ITPO the first party (hereinafter called the Authority) and by its sole proprietor/partners, Managing Director é .(which expression shall be including his/its successorøs heirs, executors, representative and or assignees of the second party (hereinafter called the contractor).

WHEREAS the Authority has, under Notification No. é ...é ..
WHEREAS the contractor has submitted tender for carrying out the work as above as per the tender document page 01 to 27 and has represented that in conformity with his/its obligation contained in the tender as modified by the correction slips and corrigendum contained he/it shall carryout the same truly, faithfully and honestly.

WHEREAS the contractor will carry out the duties as mentioned:

As prescribed under PSARA by all guards from a PSARA prescribed training facility i.e. on broad areas like Fire training, Basic First Aid, Crowd control, Conduct in public place, Reading & writing basic, Maintaining men and materials record, Frisking and checking of persons entering and exiting a premises and Emergency protocols.

WHEREAS the contractor will have the insurance cover as mentioned:

a) The Empanelled Security agency shall take out comprehensive insurance cover for all the personnel deployed to cover any accident, and copy of same shall be submitted to ITPO.
b) The Empanelled Security Agency undertakes all responsibilities to keep alive the insurance cover and shall not allow the lapse of such policy at any point of time.

WHEREAS the contractor will submit the bills within one month after conclusion of the event/fair along with following documents:-

a) Copy of job order
b) Copy of attendance sheet
c) Copy of challan for service tax deposited
d) Copy of challan of ESI
e) Copy of challan of EPF
f) Form 36 B for EPF
g) ECR for EPF

WHEREAS the contractor will comply the mentioned Rates and Taxes:

a) The Service Tax as applicable from time to time shall be payable by empanelled agency on the total billing. The amount of Service Tax as calculated by the empanelled agency will be deposited with the concerned Government department and the copy of challan of payments to be submitted along with the bill to ITPO.
b) TDS as applicable from time to time shall be deducted on gross amount of the bill as per rules.
c) Taxes extra as applicable will be payable by the empanelled agency as levied by the State/Central Government from time to time.

WHEREAS both parties shall abide by the **Arbitration and Conciliation proceedings:**

a) In case of any dispute, both the parties (i.e. ITPO and the Agency) shall make all efforts to resolve by way of conciliation process. In the event of any doubt, dispute or difference arising under the contract agreement (except as to matters, the decision to which is specifically provided under this agreement) remains unresolved, the same shall be referred to CMD, ITPO for appointment of Sole Arbitrator . The provision of Indian Arbitration & Conciliation act, 1996. (as amended from time to time) shall apply on both parties.
b) It is also a term of contract that if any fees are payable to the Arbitrator, these shall be paid equally by both the parties.
c) The venue of Arbitration proceedings shall be the office of ITPO, i.e. Pragati Bhawan, Pragati Maidan, New Delhi.

THE SAME has been accepted by both the parties on the terms and conditions, corrections, corrigendum contained in the tender as modified as well as the letter of acceptance Issued party No. 1 annexed here to as.

The same shall be binding on both the parties.

IN WITNESS WHEREOF, the parties have signed the deed of agreement on the date, month and year referred to above.

At New Delhi.
WITNESS

1. _____ Party No. 1
2. _____ Party No. 2

Annexure: VI

FINANCIAL BID UNDERTAKING

(To be submitted in firmôs own letter head)

From: (Full name and address of the Bidder)_____
_____
_____

To,
_____
_____

Dear Sir/Madam,

1. I submit the Price Bid for **"**empanelment of Private Security agencies with India Trade Promotion Organisation, New Delhi to provide the services of Private Security guards and Security supervisors for the period 01 April 2017 to 31st March 2020 for monthly requirement and requirement during fairs held at Pragati Maidan, New Delhiò and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to provide the requisite Private Security staff at the rates as indicated in the price Bid.

Authorized Signatory

(Signature of the Authorized Person)

Annexure: VII

INDIA TRADE PROMOTION ORGANISATION

(A GOVERNMENT OF INDIA ENTERPRISE)
PRAGATI MAIDAN, NEW DELHI-110001.

FINANCIAL BID

(To be submitted in firmôs own letter head)

EMPANELMENT OF PRIVATE SECURITY AGENCIES WITH INDIA TRADE PROMOTION ORGANISATION TO PROVIDE REQUISITE MAN-POWER ON CONTRACT BASIS FROM 1st April 2017 to 31st March, 2020

SCHEDULE OF RATES OF WAGES FOR PER DAY PER PERSON FOR 8 HRS. DUTY

S.No	Description	Security Guard Per Day(Armed) in Rs/-.	Security Guard Per Day(Un-armed) in Rs/-.	Security Supervisor Per day in Rs/-.
1.	Minimum wages for skilled Security Guard / Security Supervisor			
2.	EPF 12% of (1) above			
3.	ESI 4.75% of (1) above			
4.	EDLI & Admin. charges 1.36% of (1) above			
5.	Agency Service charges (not below 3% of (1) above) as per Condition No. 14 of the Eligibility criteria.			
	COST PER HEAD			
6.	Service Tax As Applicable (AT PRESENT 15%)			
7.	**GRAND TOTAL (In Rs.)**			

I have read the Terms & Conditions for empanelment of Private Security agencies with ITPO **from 1st April 2017 to 31st March 2020** as mentioned above and accepted the same. I have quoted above mentioned rates for per day for 8 hrs as duties mentioned in the tender document.

Placeé é é é é é é .

Dateé é é é é é ..

Signature (of authorized signatory only)é é é é é é é é é é é é é é é é ..
Nameé é é é é é é é é é é é é é é é é é
Designationé é é é é é é é é é é é é é ..
Addressé é é é é é é é é é é é é é é é é
é é

Annexure: VIII

On Rs. 100/- Non-Judicial Stamp Paper duly Notarized

INDEMNITY BOND

This Indemnity Bond is executed on this _____day of _____ 2017 at New Delhi.

I, Smt./Ms. _____ Authorized Director/ Authorized Signatory/Authorized Representative having authority to sign this Indemnity Bond on behalf of company vide resolution passed by Board of Directors in meeting held on _____ and extract thereof duly signed by the Company Secretary/ Managing Director/ Whole Time Director is attached herein as Annexure-I.

I above named, on behalf of M/s _____, hereby indemnify and kept it indemnified India Trade Promotion Organisation (ITPO), Pragati Bhawan, Pragati Maidan, New Delhi-110001, which expression shall include and mean its successors, administrators and assigns against any claim including that of third party claim arising out of services rendered to ITPO. This also includes any payment already made by ITPO erroneously claimed second time and paid by ITPO in good faith on the basis of duplicate bill under the gauge of losing the original bill. The same shall be refunded within 10 days from the receipt of notice thereof and/or any third party claim for the period of execution of the agreement even after lapse of agreement.

In witness whereof, I_____ Authorized Representative hereinabove execute this Indemnity Bond in presence of witnesses stated below on day, month and year stated above.

Signature of authorized signatory

(with official seal)

WITNESSES

1._____

(Signature)

Name:_____

Address:_____

_____

2._____

(Signature)

Name:_____

Address:_____

_____

"NB: The Executor of this Indemnity Bond shall submit copy of authentic Identity Card and PAN No., which shall be attached with this indemnity Bond. These documents needs to be certified True Copy by the Notary Public."