

Atal Amrit Abhiyan Society
O/o Chief Executive Officer
3rd Floor, Nayantara Super Market Building
Guwahati-781022

TENDER DOCUMENT
FOR
**HIRING OF PRIVATE SECURITY
SERVICES**

NOTICE INVITING TENDER

Tender on behalf of the Chief Executive Officer, Atal Amrit Abhiyan Society, Assam are invited in two bid system i.e, Technical bid and Financial bid for providing Hiring of Private Security Services at the office premises

| Schedule of Tender | | |
|---------------------------|---|--|
| S.No. | Activity Description | Schedule |
| 1 | Tender No. | AAAS/Assam/Security Services/2019-20/90 |
| 2 | Start date of submission of Bid | 25 th June 2019 |
| 3 | Time and last date of submitting bid | 15 th July 2019 |
| 4 | Time and date of opening of Technical bid | 18 th July 2019 |
| 5 | Validity of tender offer | 1 month from opening of Bid |
| 6 | Amount of EMD to be deposited | Rs. 5000/- (Rs. 2500/- in case of SC/ST) |
| 7 | Likely date of Commencement of Contract | Notified Later |

TENDER NOTICE

Sealed tenders in plain papers affixing non-refundable Court Fee Stamp of Rs. 8.25 (Rupees eight and paise twenty five) only are invited from the intending reputed Licensed Private Security Agencies for providing un-armed Security Guards at the office premises as per Section – II Clause 2 (b) for a period of 12 month for the Financial Year 2019-2020.

- (i) The tender documents may be downloaded from the websites of www.aaa-assam.in from 25th June 2019 to 15th July 2019 (upto 2:00 PM)
- (ii) The intending and eligible bidders may submit their tenders at office of the CEO, Atal Amrit Abhiyan Society, Nayantara Building 3rd Floor Six Mile Guwahati-22 from 25th June 2019 to 15th July 2019 (upto 2:00 PM). If the last date of submission of the tender happens to be holiday/series of holidays, due to unforeseen reason, next working day will be treated as last date.
- (iii) The applicant has to deposit Earnest Money (EMD) of **Rs. 5000/- (In words Five Thousand Only)**. In case of SC/ST the EMD will be Rs. 2500/- (In Words Rupees Two Thousand Five Hundred only) provided SC/ST certificates from the competent authority, furnished in the form of a Demand Draft from any scheduled/ Nationalized Bank drawn in favor Atal Amrit Abhiyan Society, Assam in a proper sealed Envelop Superscribed at “Tender for Hiring of Private Security Services”. Bidders are requested to write their name and full address at the back of Demand Draft (Overleaf).
- (iv) The duly filled-in tender documents shall not be accepted if they have not submitted the EMD.
- (v) The Technical Bids will be opened on 18th July 2019 at 3:00 PM by a Tender Opening Committee of this office in presence of the tenderer/their authorized representatives. At the first stage of the technical bids shall be evaluated by the Tender Evaluation Committee (TEC) constituted for the purpose by this office. At second stage, the Financial Bids of only those bidders who qualify in the technical bid will be opened for which the date and time will be intimate later on. The Tender Evaluation Committee (TEC), after evaluation of the Financial Bids, will give its specific recommendation(s) regarding the lowest responsive bid, which is to be selected along with a comparative statement duly signed by the Members of the TEC
- (vi) This Office reserves the rights to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reasons thereof. The decision of the Chief Executive Officer, Atal Amrit Abhiyan Society, Assam in this regards shall be final and binding on all.
- (vii) The Bidder is expected to examine all instructions, forms, specifications, terms and conditions in the Bid Documents. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of the bid.

Chief Executive Officer
Atal Amrit Abhiyan Society, Assam

SECTION-I

GENERAL TERMS AND CONDITIONS

1. **Parties:** The parties to the Contract are the Contractor (the tenderer to whom the work is awarded) and the Chief Executive Officer, Atal Amrit Abhiyan Society, Assam.
2. **Addresses:** For all purpose of the contract including arbitration there under, the address of the Contractor mentioned in the tender shall be final unless the Contractor notifies a change of address by a separate letter sent by registered post to the Chief Executive Officer, Atal Amrit Abhiyan Society, 3rd Floor, Nayantara Supermarket Building, Six Mile, Guwahati-781022. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
3. **Earnest Money Deposit (EMD):**
 - a. Earnest Money of **Rs. 5000/- (In words Five Thousand Only)**. In case of SC/ST the EMD will be Rs. 2500/- (In Words Rupees Two Thousand Five Hundred only) provided SC/ST certificates from the competent authority, furnished in the form of a Demand Draft from any scheduled/ Nationalized Bank drawn in favor Atal Amrit Abhiyan Society, Assam in a proper sealed Envelop Superscribed at “Tender for Hiring of Private Security Services”. Earnest Money in cash or in the form of cheque or in any other form will not be accepted.
 - b. The Earnest Money of tenderer will be refunded without interest within reasonable time after final decision of the tender on submission of an application from the Tenderer.
 - c. Request for transfer of any previous deposits such as previous earnest money or security deposit or payment of any pending bill for transfer towards earnest money shall not be entertained.
 - d. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates the aforesaid amount of earnest money will be forfeited.
 - e. The tenders without Earnest Money Deposit will be rejected.
4. **Period of validity of Bid:** Bid shall be valid for 30 days after the date of opening of bids.
5. **Period of Contract/Duration:** The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of not more than six months at a time (upto a maximum of one year) on review of performance, depending upon the requirements and administrative conveniences of the office.
6. **Preparation and Submission of Tender:** The tenders have been invited under two bid system i.e, Technical Bid and Financial Bid.

Envelope 1: Technical Bid:

(The list of documents to be submitted in a sealed envelope super scribed as “Technical Bid for Hiring of Private Security Services to Atal Amrit Abhiyan Society”)

- (i) Self-Attested copy of Registration of firm/company.
- (ii) Self-Attested copy of Experience certificate issued by Central/State Government/Public Sector companies for the last Three years.
- (iii) Self-attested copy of PAN card of firm/company/individual.
- (iv) Self attested copy of the IT-Return filed for the last three financial years.

- (v) Turnover Certificate duly sealed and signed by competent Chartered Accountant.
- (vi) An up-to date Affidavit of Non-Blacklisting on Non- Judicial Stamp Paper in any Govt./Semi Gov./PSU deptt. from public notary/competent legal authority.
- (vii) Self attested copy of Goods and Service Tax (GST) registration of certificate from competent authority.
- (viii) Self attested copy GST Return copy for the FY 2017-18 & 2018-19.
- (ix) Self attested copy of up-to date trade licence.
- (x) Self attested copy of Registration under the Private Security Agency (Regulation) Act, 2005
- (xi) Self attested copy of License for operating a Private Security Agency (PSA) at Guwahati
- (xii) Self attested copy of valid License order as per Contract Labour (R&A) Act 1970
- (xiii) Self attested copy of last submitted return under PF and ESIC

All the documents mentioned above are for establishing the eligibility and non-submission of these documents will result in rejection of the tender. Original of all such documents shall be liable to produced for verification, failing which such documents shall be rejected.

Envelope 2: Financial Bid:

The quotation should be filled in the financial bid document should be quoted the rate for the specific services both words and figures neatly. Taxes are as applicable to shown separately and duly signed by authorized person of the firms. The envelope should be sealed properly and super scribed as “Financial Bid for Hiring of Private Security Services to Atal Amrit Abhiyan Society”).

- 7. Signing of Tender:** Individual signing the tender or other documents connected with contract must specify whether he sign as:
- a. A “sole proprietor” of the concern or constituted attorney of such sole proprietor.
 - b. A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
 - c. Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a Company.

Note:

- (i) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney.
- (ii) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties, the tender and all other related documents must be signed by all partners of the firm.
- (iii) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid on behalf of such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Chief Executive Officer, Atal Amrit Abhiyan Society may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (iv) All the pages of tender should be serial numbered, signed by the bidder and affix his firm’s stamp at each page of the tender document and all its

Annexures as the acceptance of the offer made by the tenderer will be deemed as a contract . NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.

8. Technical Bid:

- a. The Technical bid should be submitted in the o/o Chief Executive Officer, Atal Amrit Abhiyan Society, 3rd Floor, Nayantara Supermarket Building, Six Mile, Guwahati-781022 mentioned above in **ENVELOPE 1**.
- b. All documents asked must be submitted as a part of Technical bid.

9. Financial Bid:

- a. The Financial Bid should be submitted in **ENVELOPE 2** mentioned above. The Financial Bids of those bidders who are found qualified, will be opened on a specified date and time to be intimated to the respective bidder. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Financial Bids.
- b. The rates quoted shall be firmed and final for the entire period of contract.
- c. Terms of payment as stated in the Tender Document shall be final.
- d. At the time of payment of bills, the income tax and other taxes, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

10. Opening of Tender: The bidder is at liberty either to be present himself or authorized not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the bidder should bring with him/her a letter of authority from the bidder. The tender shall be opened on a date and time specified by Chief Executive Officer, Atal Amrit Abhiyan Society, Assam at o/o Chief Executive Officer, Atal Amrit Abhiyan Society, 3rd Floor, Nayantara Supermarket Building, Six Mile, Guwahati-781022.

11. Criteria for Evaluation of Tenders:

The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Envelope-1 and then on the basis of Financial information furnished in form given in Envelope-2. The Financial bid of such firms found short listed based on technical parameters (as per Envelope-1) will be opened on the date, time and venue to be announced after evaluation of the Technical Bid. It must be kept in view that no decision will be given by the Tender Evaluation Committee or any inference drawn during the meeting of this Committee by the tenderers or their representatives will be their own view and the Department will not be responsible and abide by the same. The reasons for selection or rejection of a particular tender will not be disclosed.

The successful bidder is required to submit tender document, duly signed on all pages for having read, understood and accepted all the terms & conditions associated with the bid and the resultant contractual obligations.

12. Right of Acceptance:

- a. The Chief Executive Officer (CEO), Atal Amrit Abhiyan Society, Assam reserves all rights to reject any or all tenders including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the CEO, Atal Amrit Abhiyan in this regard is final and binding.
- b. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's quotation.

13. Communication of Acceptance: Successful Bidder will be informed of the acceptance of his tender through email.

14. Security Deposit:

- a. The successful tenderer will have to deposit a performance security (security deposit) for an amount of 10% (Ten Percent) of the value of the contract in the form of a Bank Guarantee for the validity period of 18 months. The Security deposit will not be adjusted against any payment due to the firm from the office of the Atal Amrit Abhiyan Society, Assam.
- b. The Security Deposit can be forfeited, wholly or partly, by order of the competent authority in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said security deposit as may be considered by the o/o Chief Executive Officer, Atal Amrit Abhiyan Society, Assam, sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- c. A letter of intent will be issued to the successful bidder/bidders. Successful bidder shall have to submit a performance security bond within 14 (fourteen) days from the issue of the letter of intent/award, from scheduled bank.
- d. The final work order will be issued only after the production of the performance security bond and EMD of successful bidder shall be refunded within a week of the receipt of the performance security bond.

15. Penalties:

In case of security guard remaining absent from duty, a substitute shall be provided by the bidder immediately. Failure to do so would impose penalty. Penalty may also be levied for late reporting/ non-reporting of guards as stipulated below.

The penalty for some of the defaults is as under:-

| Sl.no | Nature of Default | Penalty (in Rs.) |
|-------|--|------------------|
| 1 | Late Reporting | Rs.100/- per day |
| 2 | Non Reporting | Rs.500/- per day |
| 3 | Refusal of Duties | Rs.500/- per day |
| 4 | Non-observation of Dress Code | Rs.100/- per day |
| 5 | Change of Security Guards without prior permission | Rs.500/- per day |

16. Terms of payment:

- a. No payment shall be made in advance.
- b. The contractor shall submit the monthly bill in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment, with supporting attendance sheet and PF/ESIC payment challan with breakup salary structure.
- c. All payment shall be made by RTGS/NEFT.
- d. The competent authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in this tender.
- e. Wherever applicable all payments will be made as per rate schedule of payments stated in Section - IV of the submitted bid of the successful bidder.

17. Termination of Contract: Competent authority, without prejudice to any other remedy, for breach of contract, may terminate the contract in whole or in parts.

- a. If the contractor fails to arrange the supply of any or all of un-armed Security Guards within the period(s) specified in the contract or any extension thereof granted by competent authority.
- b. If the contractor fails to perform any other obligation (s) under the conditions of the contract and all clauses of this tender which are integral part of this tender.
- c. **Termination for Insolvency:** The competent authority may at any time terminate the Contract by giving written notice to the contractor, without

compensation to the contractor. If the contractor becomes bankrupt or otherwise insolvent as declared by the competent court.

18. Agreement:

The successful bidder will have to enter an agreement initially for a period of one year, further extendable subject to clause 5 of General Terms and Condition. Cost of execution of agreement shall be borne by the contractor. The draft format of the agreement is at Annexure - IV. Final format of agreement shall be issued by o/o Chief Executive Officer, Atal Amrit Abhiyan Society, Assam, at the time of the signing of the agreement with the successful bidder, and that final format shall be binding on the successful bidder. Final work order shall be issued only after execution of the agreement by the successful contractor. Apart from other things, all clauses of this tender document shall form the integral part of the agreement.

19. Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the purchaser as to whether the supplies/services have been so resumed or not shall be final and conducive, 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 60 days either party may, at his option terminate the contract.

SECTION - II

TENDER SPECIFIC TERMS AND CONDITIONS

- 1. Eligibility:** Documentary evidence for the under mentioned items should be submitted along with the bid:
 - a. The Security agency should be a registered security agency under the Private Security Agency (Regulation) Act, 2005. License issued under the Act should be enclosed.
 - b. The Agency must have a valid license for operating a Private Security Agency (PSA) at Guwahat. Valid PSA Certificate should be enclosed.
 - c. Latest police verification certificate in respect of Security personnel of the Agency to be submitted within a period of one month on entering into the contract. In the case of change of any worker, payment of wages for that worker will be released only after submission of police verification. PVR to be obtained and furnished by the Agency.
 - d. The bidder should not have been blacklisted by any State/Central Government Department/PSU/Agency in the past for breach of general or specific conditions of contract, fraudulent, unethical or corrupt business practices. In this regard an upto date affidavit on Non Judicial Stamp Paper from public notary/ legal competent authority is to be submitted.
 - e. The Agency must quote the breakup of salary proposed to be paid to the guards as per minimum wages notified by Assistant Commissioner (Central), Ministry of Labour and Employment, Govt. of India. Affidavit should be enclosed declaring that the salaries paid to the Guards shall not be less than stipulated under Minimum Wages Act and he/she shall comply with all statutory requirements connected thereto.
 - f. The bidder should have experience during the last 3 financial years of providing security service to any Government/ reputed Private Organizations in Assam. Satisfactory Work completion Certificate /Work Undertaken Certificate should be enclosed.

- g. The bidders must have Permanent Account No. (PAN) issued by Income Tax Department.
- h. The bidders must have GST Registration Certificate from competent authority.
- i. The Bidders must have a registration with contract Labour (Regulation and Abolition) Act. 1970.
- j. The Bidders should have registration under PF and ESIC Act.
- k. The annual turnover of the bidder should be **10 Lakhs per year** or average of last 3 years.

2. Services to be provided:

- a. The bidder shall be responsible for the security of the entire premises of the Department including the building, structure, movable and immovable properties throughout the period of contract.
- b. The bidder would deploy un-armed security guards in the premise/building of the Department of whom 2 (two) numbers would be available during the office working hours and 2 (two) numbers would be available for 24Hrs.
- c. The bidder would specify one amongst the 4 (four) security personnel engaged as the Supervisor, who would conform to the norms of being selected as a Supervisor in accordance with Private Security Services (Regulation) Act 2005.
- d. The Supervisor should ensure that no bad habits like taking alcohol, other addicted drugs is encountered during duty hrs. Noncompliance of the same would cause Blacklisting/Debaring of the Agency.
- e. The security Guards would be of minimum 20 years and maximum of 45 years of age.
- f. Security Guards provided should be physically fit to perform the duties of Security Guard and should be able to read and write Assamese, Hindi and English.
- g. The bidder and its security Guards shall take necessary action as may be directed by the Department to prevent theft, pilferage, burglary, loss or damage to any of the Department's property inside or outside the building or connected with or meant for the office given to them specifically for guarding.
- h. Opening of office doors/locks during morning hours for cleaning and closing the windows/window panes/ doors and putting the locks after office hours shall be the responsibility of the security personnel on duty. The security guards shall ensure that all the lights/fans and other electric equipments are switched off after the staff has left.
- i. A log sheet, specifying daily reporting and relieving time of security guards shall be maintained for each guard. The bidder should submit duly filled in log sheet, signed by the controlling officer, along with the bill, on monthly basis.
- j. Guards should wear the uniform with Logo, while on duty, as prescribed by the bidder with approval of the Department.
- k. The Agency shall issue ID Cards to the Security Guards who will be deployed with the Department.
- l. Guards should have undergone proper training on all security related issues, should be decent and well behaved. They should be sincere, disciplined, courteous and punctual. Any act of misdemeanour or misconduct in the part of the guards will lead to penalty/security forfeiture.
- m. Guards should be trained to undertake preventive fire fighting operations in the event of commencement of fire with the available fire fighting equipments installed in the office premise of the Department to the extent

possible with the said appliances.

- n. Replacement of security guards should be provided in the event of sickness or in any other circumstances, when the guard is absent, with approval of the Department.
- o. **Education Qualification:** The security guards to be deployed by the firm must have passed at least class 10th and must have working knowledge of Hindi/English. The security firm shall have to maintain registers as required by the Organization from time to time at their own cost. The firm shall submit copies of the discharge certificates and proof of educational qualification of the security guards at the time of execution of agreement and get them verified by the Department before deploying the security guards. The document shall also be verified for any change in the security guards.

3. Amendment to tender document:

- a. At any time, prior to the date of submission of bid, purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- b. The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them. A prospective bidder, requiring any clarification on the Bid document shall notify the purchaser or hirer in writing. The purchaser shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of Tender.

4. Special conditions of Contracts:

- a. In case in the opening of bid, the office happens to be a holiday or non working day, bandh etc for an unforeseen incident, then the opening of the bid shall be opened on next working day.
- b. The rate once quoted will be final and no request for change/alteration thereto will be entertained thereafter. The rate should be quoted in both Figures and words inclusive of other ancillary expenses. GST/Tax etc. if any, should be shown separately.
- c. Rates quoted will be valid 1 (one) year i.e, for the Financial Year 2019-20. The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of not more than six months at a time (upto a maximum of one year) on review of performance, depending upon the requirements and administrative conveniences of the office.
- d. The tender which do not fulfill all the terms and conditions of the tender notice will summarily be rejected without any reference to the tenderer and no correspondence will be entertained in this regard.
- e. All pages of the tender documents together with terms and conditions and the documents enclosed with the tender shall be signed by the tenderer or his authorized signatory.
- f. Successful tenderers shall have to deposit 10% (Ten Percent) of the value of the contract in the form of a Bank Guarantee for the validity period of 18 months and execute a deed of agreement in non-judicial stamp paper of the denomination of Rs.100/- as application for the purchase.

5. Payment Terms:

Payment will be made by way of RTGS/NEFT against the submission of monthly bills (in triplicate). The contractor shall submit the monthly bill in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment, with supporting attendance sheet and PF/ESIC payment challan with breakup salary structure.

6. Fraud and Corruption:

The bidders & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this

provision, the following acts shall be considered as corrupt and / or fraudulent practices -

1. “Corrupt Practice” means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
2. “Fraudulent Practice” means misrepresentation or omission of facts in execution of contract.
3. “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Organization, designed to establish bid prices at artificial, non-competitive level.
4. “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a bid process or in execution of a contract. During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process. However, if any such practice is detected at any subsequent stage or during execution of the contract, the Tender Inviting Authority will exercise the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

7. Annulment of Award, Forfeiture of Security Deposit & Fresh Award:

Failure of the successful bidder to comply with the requirements of signing of agreement and / or submission of performance security within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/EMD. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on the circumstance. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their price nearer to the originally evaluated lowest bidder.

SECTION- III

PROFORMA FOR TECHNICAL BID

| Sl. No. | Particulars | |
|---------|--|--|
| 1. | Name of Tendering Company/ Firm/ Agency/ Individual | |
| 2. | Nature of the Concern (i.e, Sole Proprietor Or partnership firm or a company under Company Act 1956 | |
| 3. | Full Address of Office of the Company/Firm/Agency/Individual a. Telephone/Mobile No b. Fax No. (if any) c. E-Mail Address | |
| 4. | Registration of firm/company. | |
| 5. | Experience certificate issued by Central/State Government/Public Sector companies for the last Three years. | |
| 6. | PAN card of firm/company/individual. | |
| 7. | IT-Return filed for the last three financial years. | |
| 8. | Turnover Certificate duly sealed and signed by competent Chartered Accountant. | |
| 9. | An up-to date Affidavit of Non-Blacklisting on Judicial Stamp Paper in any Govt./Semi Gov./PSU deptt. from public notary, competent legal authority. | |
| 10. | Goods and Service Tax (GST) registration of certificate from competent authority. | |
| 11. | GST Return copy for the FY 2017-18 & 2018-19 | |
| 12. | Up-to date trade licence. | |
| 13. | Registration under the Private Security Agency (Regulation) Act, 2005 | |
| 14. | Upto date License for operating a Private Security Agency (PSA) at Guwahati | |
| 15. | Upto date License order as per Contract Labour (R&A) Act 1970 | |
| 16. | Attested copy of last submitted return under PF and ESIC | |

I/We hereby declare that the information furnished above is true and correct.

Place:

Signature of Bidder/Authorized Signatory
with seal of the firm

Date :

Name of the Bidder _____

**SECTION- IV
FINANCIAL BID**

1. The BOQ format is given below:

| Tender Inviting Authority: Chief Executive Officer, Atal Amrit Abhiyan Society, Assam | | | |
|--|------------------|--|----------------|
| Name of work: Hiring of Private Security Services | | | |
| Tender Notice No. | | | |
| Name of the Bidder/Bidding Firm/Company | | | |
| PRICE SCHEDULE | | | |
| Sl. No. | Item Description | Basic Rate in Figures to be entered by the Bidder (in INR) (Excluding Taxes) | Rates in Words |
| 1 | 2 | 3 | 4 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

I/We have read and understood the tender for Hiring of Private Security Services vide No. _____ dtd. ___/___/2019 and other documents issued by you, we hereby quote the rates (Exclusive of all taxes) as under for Security Services as detailed in Section – II sub clause: 2

Place:

Signature of Bidder/Authorized Signatory
with seal of the firm

Date :

Name of the Bidder_____

ANNEXURE – I
BID FORM

To
Chief Executive Officer
Atal Amrit Abhiyan Society
3th Floor, Nayantara Super Market Building
Six- Mile, Guwahati-781022

Date: ___/___/2019

Tender No:

Sir,

1. Having read the terms & conditions of the above-mentioned tender and services to be provided, we undersigned, offer to provide un-armed security guards in the premise/building of the Department of whom 2 (two) numbers would be available during the office working hours and 2 (two) numbers would be available for 24Hrs. in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith in separate sealed cover and made part of this Bid.
2. We undertake, to enter into agreement within 1 (one) week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the bank gurantees from a Scheduled Bank for a sum as mentioned in this tender document for due performance of the Contract.
4. We agree to abide by this Bid for a period of 30 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us are properly sealed and prepared so as to prevent any subsequent alteration/ or replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.
8. O/o Chief Executive Officer, Atal Amrit Abhiyan Society, Assam reserves the right to cancel the tender without assigning any reasons thereof.
9. O/o Chief Executive Officer, Atal Amrit Abhiyan Society, Assam reserves the right to reject any or all tenders without assigning any reasons whatsoever.

Dated this Day of 2019

Signature of _____

In capacity of _____

Duly authorized to sign the bid for and on behalf of _____

Signature _____

ANNEXURE – II**Similar Service Execution Details****Tender No:**

| Sl. | Name of the Service | Year | Period of Contract | Value | Name and full address of the Client/Govt.Organization |
|------------|----------------------------|-------------|---------------------------|--------------|--|
| | 1 | 2 | 3 | 4 | 5 |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| 7. | | | | | |
| 8. | | | | | |
| 9. | | | | | |
| 10. | | | | | |

(Please use additional sheets if required)

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

ANNEXURE – III

UNDERTAKING ON FRAUD & CORRUPTION (for bidder)

We do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for.....under tender reference no we shall strictly observe the terms and conditions against fraud and corruption in force in the country.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

ANNEXURE – IV**AGREEMENT**

This agreement is made on this _____ day of 2019 between _____ (herin after called the agency whose term includes its successor and assignees) who's registered office at _____

_____ and acting through its authorized official Mr./Ms/Mrs. _____ and Chief Executive Officer, Atal Amrit Abhiyan Society, Assam.

The validity of this contract agreement will be for a period of two years fromday of..... Month of year..... .This agreement can be terminated at any time on giving a written notice of one month from either side, provided the Department shall have the option to renew this agreement on mutually agreed terms and conditions for a further period from the date of expiry thereof.

Now, these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The Agency shall comply with all the terms and conditions of the tender document which are integral parts of this agreement and also the following.
2. The Agency shall deposit an amount of Rs..... (Rupees Only) within 10 days of signing of the agreement, in the form of bank guarantee from any Indian scheduled bank in favour of Atal Amrit Abhiyan Society, Assam. If the Agency fails or neglects any of his obligations under the contract it shall be lawful for the Department to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.
3. The Agency shall be responsible for the security of the entire premises of the Department including the building, structure, movable and immovable properties throughout the period of contract. The Agency and its security Guards shall take necessary action as may be directed by the Department to prevent theft, pilferage, burglary, loss or damage to any of the Department's property inside or outside or connected with or meant for the office given to them specifically for guarding.
4. The Agency shall provide the number of Security personnel as desired and required by the Department from time to time on hire basis. However, the security personnel deployed shall be in the service of the Agency and shall not be deemed to be employee of the Department in any manner.
5. The bidder would specify one among the eight security personnel engaged as the Supervisor, who would confirm to the norms of being selected as a Supervisor in accordance with Private Security Services (Regulation) Act2005.
6. The Department shall be free to ask the Agency to withdraw any particular Guard/Guards and any number of security guards without disclosing any reason for the same. The Agency has agreed to change any of its guard/guards as and when demanded by the Department.
7. The Agency shall provide additional security personnel to the Department, if required, on a short notice of seven days, the cost of which shall be worked out at the rate of per guard settled in the agreement.
8. The Agency shall issue ID Cards to the Security Guards who will be deployed with the Department.
9. Guards should wear the uniform having Logo affixed /stitched /fabricated, while on duty, as prescribed by the Agency with approval of the Department. The expenses on uniforms, other accessories, rainy-wear etc. shall be borne by the bidder alone. The guards must report to duty strictly for specified hours (8/10 Hr) in each shift, seven days a week as per the roster or duty schedule to be prepared in this regard. This shall exclude the half hour

- food/lunch break, turn by turn.
10. Guards should have undergone proper training on all security related issues, should be decent and well behaved. They should be sincere, disciplined, courteous and punctual. Any act of misdemeanor or misconduct in the part of the guards will lead to penalty/security forfeiture. Security Guards provided should be physically fit to perform the duties of Security Guard and should be able to read and write Assamese, Hindi and English.
 11. The Agency shall be responsible for all losses/damages to the Department's property put under their charge or to the property specifically entrusted by the Department, due to the negligence, carelessness or dereliction of duty directly or indirectly on the part of the security personnel which will be made good by the Agency as specified by the Department. The decision of the Department in this regard shall be final and binding on the Agency provided that the Department shall afford to the Agency an opportunity of being heard to represent its case before such final decision is taken.
 12. Opening of office doors/locks during morning hours for cleaning and closing the windows/window panes/ doors and putting the locks after office hours shall be the responsibility of the security personnel on duty. The security guards shall ensure that all the lights/fans and other electric equipments are switched off after the staff has left.
 13. A log sheet, specifying daily reporting and relieving time of security guards shall be maintained for each guard. The Agency should submit the duly filled in log sheet, signed by the controlling officer, along with the bill, on monthly basis.
 14. Guards should be trained to undertake preventive fire fighting operations in the event of commencement of fire with the available fire fighting equipments installed in the office premise of the Department to the extent possible with the said appliances.
 15. Once the Guard has been allotted a spot/site he shall remain in the same position till he/she is shifted.
 16. Replacement of security guards should be provided in the event of sickness or in any other circumstances, when the guard is absent, with approval of the Department.
 17. In case of security guard remaining absent from duty, a substitute shall be provided by the bidder immediately failure to do so would impose penalty. Penalty may also be levied for late reporting / non-reporting of guards as stipulated below

The penalty for some of the defaults is as under:-

| Sl no | Nature of default | Penalty (In Rs) |
|-------|--|------------------------|
| 1 | Late Reporting | Rs 100/- per day |
| 2 | Non reporting | Rs. 500/- per day |
| 3 | Refusal of duties | Rs. 500/- per instance |
| 4 | Non-observation of dress-code | Rs. 100/- per instance |
| 5 | Change of security guards without prior permission | Rs. 500/- per instance |

18. The security personnel shall not indulge in any criminal activities/malpractices, alcohol or substance abuse or undesirable acts. In such cases they will be dealt with under the provision of law and the Agency shall be fully responsible for it.
19. The Agency shall continue to be responsible for the security personnel in respect of the terms and conditions of their services, insurance, payments, P.F., gratuity, attendance,

medical care, disciplinary matters etc of such security guards and other such persons who shall remain fully under the administrative control, financial control and supervision of the agency. The Department shall be the sole authority in respect of nature of the duties to be entrusted to and the manner of performance of their duties exclusively for the purposes of this agreement. The security personnel shall at no time be treated as employees of the Department.

- 20. The bills of the services rendered shall be accepted in the first week of the following month and the payment will be made through RTGS/NEFT or Bank Transfer on submission of the bill at the Department on fulfilling all terms and conditions on this agreement. Department would deduct Income Tax and any other Government Tax (as applicable) at source at the time of release of payment.
- 21. In consideration of the obligations undertaken by the Agency under this agreement, the Department shall pay to the Agency charges on the basis of number of duties and category of such security personnel actually engaged by the Agency for the effective operation of this agreement based on the quotations/terms. The charges to be paid forhours of duty per day per security guard for one month shall be Rs....as per quotation. This amount is inclusive of Service Tax, Income Tax and any other Government Tax.

Signed _____

Signed _____

For and on behalf of the CEO,

For and on behalf of the Agency

AAAS, Assam

Name(caps) _____

Position _____

Date _____

Date _____

In the presence of Witnesses

In the presence of Witnesses

1.

1.

2.

2.

ANNEXURE – V
Tender checklist Sheet for Bidders

| Sl. No. | Documents | | | | Yes/No |
|---------|--|--------|--------|------|--------|
| 1. | EMD* | DD No. | Amount | Date | |
| 2. | Non-refundable Court Fee Stamp of Rs. 8.25 (Rupees eight and paise twenty five) | | | | |
| 3. | Bid Form (Annexure – I) filled | | | | |
| 4. | Experience Record (Annexure – II) filled | | | | |
| 5. | Undertaking on Fraud & Corruption (Annexure-III) filled | | | | |
| 6. | Self-Attested copy of Registration of firm/company. | | | | |
| 7. | Self-Attested copy of Experience certificate issued by Central/State Government/Public Sector companies for the last Three years. | | | | |
| 8. | Self-attested copy of PAN card of firm/company/individual. | | | | |
| 9. | Self attested copy of the IT-Return filed for the last three financial years. | | | | |
| 10. | Turnover Certificate duly sealed and signed by competent Chartered Accountant. | | | | |
| 11. | An up-to date Affidavit of Non-Blacklisting on Judicial Stamp Paper in any Govt./Semi Gov./PSU deptt. from public notary, competent legal authority. | | | | |
| 12. | Self attested copy of Goods and Service Tax (GST) registration of certificate from competent authority. | | | | |
| 13. | Self attested copy GST Return copy for the FY 2017-18 & 2018-19. | | | | |
| 14. | Self attested copy of up-to date trade licence. | | | | |
| 15. | Self attested copy of Registration under the Private Security Agency (Regulation) Act, 2005 | | | | |
| 16. | Upto Self attested copy of License for operating a Private Security Agency (PSA) at Guwahati | | | | |
| 17. | Upto Self attested copy of valid License order as per Contract Labour (R&A) Act 1970 | | | | |
| 18. | Attested copy of last submitted return under PF and ESIC | | | | |

-----END OF TENDER DOCUMENT -----