

ELIGIBILITY CONDITIONS

1. The tenderer should have minimum continuous experience of 03 (Three) years in providing independently round the clock security services by deployment of security personnel in any reputed manufacturing company of medium size or above and/or sponsored by Directorate General of Resettlement (DGR). Proof for having continuous service of minimum 3 years to be enclosed. The tenderer should have a minimum 4 (Four) running contracts for providing Security services in reputed manufacturing industries of medium size or above at the time of tendering. The name and addresses of the clients where running contracts are in existence are to be furnished. The tenderer should have a strength of not less than 80 (Eighty) Security guards in Kolkata at the time of tendering (proof to be given). Security provided in the residence/guest house of Industrial Manufacturing unit will not be considered for eligibility purpose.
2. The bidding firm should have registered under the relevant law (proof of registration, certificate of incorporation / firm registration certificate to be enclosed, for partnership firm certified copy of registered partnership deed to be enclosed).
3. The firm should have valid E.S.I. and P.F. registration numbers. Copy of allocation letter and copy of latest valid remitted challans shall be enclosed.

GENERAL CONDITIONS

1. AGE, QUALIFICATION AND LANGUAGES TO BE KNOWN

Age - Between 25 years and 45 years (Age should be strictly adhered to).

Qualification - At least Madhyamik pass for Security Guards, Gunman and Security Supervisor with good physique.

Languages known: Should be able to read and write in Bengali and English.

2. The Contractor shall not appoint any sub-contractor or sublet or assign or transfer any of the rights under the agreement to other persons. In the event of any such transfer or assignment, the agreement shall, at the option of the company, stand terminated and Security Deposit, deposited by the contractor, shall be forfeited.

3. The Security Guards and Gunman shall be rotated at frequent intervals and in all the factories within Kolkata operation of Electrical Division without affecting the work so that familiarity can be kept to the minimal to deliver the duty effectively.

4. Firm should provide the Uniforms, other accessories, arms etc. to the security personnel deployed and good outlook is to be maintained. This aspect has to be strictly adhered to. A regular Supervisory Night check-up is to be carried out. Details regarding such processes and report to be furnished.

5. If Services Tax is applicable, the same is to be specified by you including the rate at which Service Tax is paid. In that case, bidder has also to enclose latest valid registration certificate under Service Tax.

6. Tender Documents shall be duly signed and stamped on each page as a token of acceptance of all terms and conditions as per NIT.

Earnest Money Deposit - Rs. 20,000/- (Rupees Twenty Thousand only) by way of Pay Order / Demand Draft drawn in favour of M/S ANDREW YULE & CO.LTD Payable at KOLKATA.

If any vendor has any dues from AYCL- Switchgear Unit Kolkata, EMD may be adjusted against such dues on the basis of specific request of the vendor in writing in this regard.

Bidders who are SSI/MSMED registered may apply for exemption from furnishing EMD / BG in lieu of EMD by making a specific request in writing and enclosing the necessary document in support of the same.

If reason for non-submission of EMD or adjustment against the outstanding balance for EMD is not mentioned in Techno-commercial bid of tender, the tender will be rejected.

Security Deposit

The successful bidder shall furnish a Security Deposit of Rs. 1,00,000 (Rupees One lakh only) towards performance for this contract. The E.M.D. paid by the successful bidder will be converted into Security Deposit. For the balance amount, the successful bidder shall deposit Security Deposit of balance amount by another DD or in the form of Bank Guarantee of equivalent amount. If the contract is not performed as per the terms and conditions, then the Security Deposit will be forfeited.

The tenderer whose tender is accepted should commence the work with effect from the date as notified by the Company. If he fails to do so within the stipulated time, the Earnest Money, deposited by the firm, will be forfeited.

TERMS AND CONDITIONS OF DEPLOYMENT

- a. The contractor shall comply with all the provisions as required under the appropriate Acts of Government and also statutory requirements as applicable, including maintenance of Registers, Forms, getting verification and signature of appropriate authority etc.
- b. The contract will be for a period of 24 months with a provision to extend by one more year if mutually agreed upon. However the first 06 months will be considered as probation / trial and during this period, if any lapse / inadequacy is noticed, the contract can be terminated by the Management without any notice. On successful completion of probation / trial, the contract will be confirmed for remaining 18 months.
- c. The Security personnel shall perform the duties round the clock on all days of the month and year. The shift timings shall be strictly adhered to and no guard shall be allowed to continue beyond their stipulated shift timings, for whatsoever reason it may be. Any absenteeism on duty, has to be made up by the firm by deploying guards at their resources. The contractor will ensure that after every 6 days of work, a weekly off (for full day) is given to his guards and Gunmen and this aspect has to be strictly adhered to.
- d. The bidder shall submit the residential addresses and physical measurements of the security personnel proposed to be deployed by him within one week from the date of award of contract.
- e. The requirement of Security Guards, Gunman & Security Supervisors may vary from time to time, subject to requirement of security services for various Unit of Andrew Yule & Co Ltd, Electrical Division.
- f. Income Tax as applicable will be deducted from the wage /salary bills payable. The tenderer on awarding contract, shall produce the Firm's PAN No.
- g. Payment will be made on monthly basis after receipt of pre-receipted invoice along with proof (challan copy) of ESI & PF contribution paid and with attendance particulars duly certified by the Personnel Department. Subject to this compliance only monthly payment shall be released. The monthly payment for a particular

month will be made by overlapping the payment by one month e.g. July month payment will be made by 10th September.

- h. The contractor should ensure submission of periodic returns as required under Contract Labour (R&A) Act 1970. Employees' Provident Fund & Misc. Provision Act 1952, ESI Act 1948 etc. and copy of each of the return submitted should be made available to Principal employer and enforcement Officer under each statutory Act. The same shall also be verified from the respective internet sites for which arrangements to be made.

9. **SALARY COMPONENTS**

You have to quote the monthly charges per duty for each duty (8 hours) for Security Personnel as per West Bengal Minimum wages Act, in your Price Bid. Your price bid will contain items by items, details split up like Monthly wages, ESI, PF, Bonus, contribution to Welfare Fund etc.

You have to quote your Service Charges and Service Tax separately (both components to be quoted separately) without mixing up with salary components, mentioned in the above paragraph.

The reliever charges to cover the "Weekly Off" of a guard will solely rest on you and reliever charges paid should conform to minimum wages. Accordingly, the rate per guard shall be quoted.

In case of any increase in minimum wages during the operation of the contract, the management will pay the increase in wages subject to your producing relevant proof for increase in salary (giving the revised circular) as well as payment made by you on the basis of revised salary. There will be no other increase in rates other than the minimum rates notified by the Government.

No reliever charges will be paid separately.

- 10. Advance information will be given in writing to the contractor about the daily requirement of security personnel. The contractor shall provide the required number of workmen everyday. Whenever there are less security personnel than the required strength, the company shall employ personnel at the risk and cost of the Contractor.

Any amount, which becomes due to the company on account of the above shall be settled either by way of direct payment of such amount through cheque to the company by the Contractor or recovery from the bills due to the contractor or Bank Guarantee.

The Contractor should not stop supply of any workman abruptly, the contractor before change of any workmen should give at least a minimum notice of one week. This is important from the point of view of continuity of work.

11. The company reserves the right to terminate the contract by giving one months Notice without assigning any reason thereof.
12. The firm can visit our campus sites on any working day between 14.00 hours to 16.00 hours for discussions if any.

THE RIGHT OF THE COMPANY

The Company reserves the right to accept any tender irrespective of whether it is lowest or otherwise or to reject any or all tenders without assigning any reason thereof.

ARBITRATION

If any dispute arises between the Company and the Contractor as to the terms and conditions of the Agreement or method of compliance thereof, only the competent Court at Kolkata shall have exclusive jurisdiction to entertain the claim.

FORCE MAJEURE

In case of strike, accident, natural calamity, acts of God and other unforeseen contingencies causing stoppage of production at Andrew Yule's Factory, Andrew Yule reserves the right to cancel and / or modify this contract without liability for compensation and / or claim of any description

SUBMISSION OF TENDER

The Tender should be submitted in **two parts** - Commercial Bid and Price Bid.

Quotation should be submitted in separate sealed covers super scribing the envelop

(a) Commercial Bid with reference number as given in our advertisement and

(b) Price Bid with reference number as given in our advertisement.

Both the covers mentioned in item (a) and (b) should be put together in a cover super scribing the tender number and due date of submission of Tender.

Commercial Bid should contain

Bidders are requested fill up and submit the following Annexure -A

| | | |
|----|--|--|
| 1 | Minimum Continuous experience of 10 years of service in providing round the clock services in a manufacturing plant of medium size or above and / or sponsored by DGR. | YES/NO If Yes, proof to be enclosed |
| 2 | Four running contracts in reputed medium scale industries and above at the time of tendering address with name and addresses of Clients. | YES / NO If Yes, proof to be enclosed |
| 3 | Strength of Security Guards / Gunmen / Security Supervisor as per tender document | YES / NO If Yes, proof to be enclosed |
| 4 | Registration Certificate of firm. For Partnership firm Registered Partnership Deed | YES / NO If Yes, proof to be enclosed |
| 5 | ESI Code No and Challan for amount last remitted. | YES / NO If Yes, proof to be enclosed |
| 6 | PF Code No. and Challan for amount last remitted. | YES / NO If Yes, proof to be enclosed |
| 7 | E.M.D - D.D. for Rs. 20,000.00 to be enclosed (DD No. & Bank details on which drawn) | |
| 8 | Service Tax Registration No. | YES / NO If Yes, proof to be enclosed |
| 9 | Income Tax PAN No. | YES / NO If Yes, proof to be enclosed |
| 10 | Undertaking by tenderer that Security Deposit shall be furnished on awarding of contract. | YES / NO If Yes, proof to be enclosed |
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Following documents are required to be submitted -

- (1) Eligibility conditions
- (2) Earnest Money Deposit
- (3) Bidders who have downloaded this tender document from our website should enclose a DD for Rs. 200 /= in favour of ANDREW YULE & CO.LTD, payable at Kolkata towards cost of tender document. Bidders who have procured tender documents in cash should submit the cash receipt issued by AYCL.
- (4) As a measure of accepting all the terms and conditions the authorized signatory of the Bidder shall sign all the pages of the Tender Document with their Company Seal.

Price Bid should contain

Bidders are requested to submit the salary components as mentioned in Sl. No. 9 above for Security Guards, Gunman and Security Supervisors as per the following format Annexure - B.

| Type of labour | Wages per month as per W.B. Minimum Wages Act applicable at present. | ESI as per the Act i.e. Employer's contribution @ 4.75% of Gross Wages. | Provident fund as per the Act @ 12% at present. | Bonus @ 8.33% | W.B. Labour Welfare Fund Act. i.e. @ Rs. 6.00 per head half yearly i.e. twice in a year. |
|-----------------------|---|--|--|----------------------|---|
| Security Guards | | | | | |
| Gunmen | | | | | |
| Security Supervisors | | | | | |

- (1) **Other Taxes & Duties, if any.**
- (2) **Other payments, if any.**

TENDER EVALUATION

Tenderers who have not met the bid qualification and those bidders who have not submitted EMD/adequate request for waiver as per Tender Specification will be rejected.

Other things being equal, preference will be given to those bidders who have exclusively agreed to deploy Ex- Servicemen.

While evaluating the Price bid, the total cost of Security Guards, security supervisors and Gunmen will be taken together and compared.

While the bid qualification requirements are the minimum basic requirements to get the Commercial bids accepted, the capability of the bidder will be assessed by Andrew Yule and based on assessment, the company shall accept or reject the Commercial bid, even though they meet the minimum bid qualification. Andrew Yule's Assessment in this regard will be final.