

ANDREW YULE AND COMPANY LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

ELECTRICAL DIVISION

SWITCHGEAR UNIT

14 MAYURBHANJ ROAD

KOLKATA 700023

TELEPHONE: 24491601/24491770 FAX: 24491184

Tender No.

AYCL/ED/SWG/14-16/Security Agency dated 24/10/2014

SEALED TENDERS ARE INVITED FOR

**Appointment of Security Agency at
Electrical Division (Kolkata Operation)**

Tentative Requirement

Security Guard – 30 nos.

Security Supervisor – 3 nos.

Gunman – 6 nos.

Last date of Sale of tender documents – 07/11/2014 upto 12 noon

Last Date of submission of Tender – 07/11/2014 upto 4 pm

Commercial Bid of the Tender will be opened on 08/11/2014 at 11 am

Cost of Tender documents: Rs. 500 (Rupees Five Hundred Only) to be paid by Cash / Pay Order drawn in favour of Andrew Yule & Co. Limited payable at Kolkata

Eligibility Conditions

(1) Bidders should have minimum continuous experience of 05 (Five) years in providing independent, round the clock security services by deployment of security personnel in reputed organizations. Documents bearing proof towards this to be submitted along with offer. However this clause is not applicable for DGR empanelled security agencies.

(2) Bidders should have a minimum of 5 (Five) running contracts for providing Security services in reputed organizations. Placements in Government Departments, Public Sector Organizations will be considered with higher priority. Name and address of the clients where running contracts are in existence need to be furnished. The said contracts should be of at least one year. No temporary contract shall be considered.

(3) Bidders should have a strength of not less than 200 (Two Hundred) Security guards in Kolkata / West Bengal at the time of tendering (proof to be given). Security guards provided in Residential Complex / Guest House / Departmental Stores / Shop / ATM shall not be considered for eligibility purpose. However this clause is not applicable for DGR empanelled security agencies.

(4) Security Agencies should have a minimum annual turnover of Rs. 4.00 crore. Annual Report for financial year 2012-2013 to be submitted along with offer. However this clause is not applicable for DGR empanelled security agencies.

(5) Bidders should have valid E.S.I. and P.F. registration numbers. Copy of latest valid remitted challans should be enclosed.

GENERAL TERMS & CONDITIONS

(1) AGE, QUALIFICATION AND LANGUAGES TO BE KNOWN BY THE SECURITY PERSONNEL

Age - Between 25 years and 45 years (Age should be strictly adhered to). For DGR empanelled agencies, relaxation of age can be granted as per norms.

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, Hindi and English.

(2) The contract as will be entered into by and between the Company and the contractor will not be transferable or in any way can be subcontracted. Such act will be ultravires.

(3) The labourers deployed by the contractor must be rotated regularly without affecting the security function. Under no circumstances any contract labourer should work for more than 80 days.

(4) Firm should provide the Uniforms, other accessories like Lathi, torch, battery, whistles, 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) The contractor will be liable and duty bound to submit such returns as are required under. The Contract Labour (Regulation & Abolition) Act, 1970. The Employees' Provident Fund And Miscellaneous Provisions Act, 1952. The Employees' State Insurance Act 1948. The payment of Bonus Act, 1956, the payment of Wages, 1936. The Minimum Wages act 1948 and all other labour laws having applicability with due intimation to the principal employer.

(6) Earnest Money Deposit - Rs. 50,000 (Rupees Fifty 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 by making 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.

(7) Wage Payment - The contractor will be liable and duty bound to pay minimum wages in terms of the notification as would be issued by the Ministry of Labour and Employment, Government of India.

Disbursement of wage in respect of the defined wage period to be in accordance with the provisions of the payment of Wages Act, 1936 and rules made thereunder in conjunction with the provisions of the Contract Labour (Regulation & Abolition) act, 1970.

Changes in minimum wages will be implemented at the Company by the contractor on submission of the text of the notification as will be issued by the Ministry of Labour and Employment, Government of India.

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 as notified by the Central Government.

You have to quote your Service Charge applicable (expressed as a percentage of the daily sub-total) in Annexure - B.

(8) 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 bidder 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.

(9) Income Tax - Will be deducted from the wage /salary bills payable, if applicable. The bidder on award of contract, shall produce the Firm's PAN No.

(10) Payment - To 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.

(11) Period of Contract – Period of Contract: The contract shall remain valid for a period of 24 months from the date of issuance of the order and the same may be renewed subject to mutual discussion for another 24 months only. However, the Company reserves the exclusive right to terminate the contract at any point of time for any reason whatsoever and under any circumstances.

(12) Dispute – In case of any dispute arising out and in course of the agreement the appropriate Court of Law at Kolkata shall have the jurisdiction. However, recourse may be taken to alternative dispute resolution as envisaged in the Arbitration and Conciliation Act, 1996.

(13) 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.

TERMS AND CONDITIONS OF DEPLOYMENT

(1) 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.

(2) 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.

(3) 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.

(4) 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. Advance intimation will be given in writing to the Contractor about requirement of security personnel from time to time.

(5) The contractor will be liable and duty bound to submit such returns as are required under The Contract Labour (Regulation & Abolition) Act, 1970, The Employees' Provident Fund And Miscellaneous Provisions Act, 1952, The Employees' State Insurance Act, 1948, The Payment of Bonus Act, 1965, The Payment of Wages Act, 1936, The Minimum Wages Act, 1948 and all other labour laws having applicability with due intimation to the principal employer.

(6) 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.

(7) The contractor will be required to settle all the dues of the contract labourers either at the time of expiration of the contract or determination thereof. The principal employer will not be liable for any such payment for any reason whatsoever and under any circumstances.

(8) The contractor will be under obligation to undertake necessary supervision in regard to the complement deployed by it.

(9) The Company will not and never be responsible for any future liability in respect of the instant agreement under any circumstances and for any reason whatsoever.

(10) The Company will not and never be responsible for absorption of any contract labourer deployed by the contractor for any reason whatsoever and under any circumstances.

(11) The contractor will be duty bound and liable for maintenance of all the prescribed registers under different statutes having applicability with intimation to principal employer.

SUBMISSION OF TENDER

The offer should be submitted in two part bids (3 envelope system - Commercial & Price in two separate envelopes, overall in the third envelope) as follows:

Techno-commercial bid in a separate sealed cover superscribing "Tender No. AYCL/ED/SWG/14-16/Security Agency dated 24/10/2014 (Techno-commercial Bid)".

Price bid in a separate sealed cover superscribing "Tender No. AYCL/ED/SWG/14-16/Security Agency dated 24/10/2014 (Price Bid)".

Both the sealed covers containing Techno-commercial Bid and Price Bid should be put in one envelope superscribing "Tender No. AYCL/ED/SWG/14-16/Security Agency dated 24/10/2014 (Techno-commercial bid & Price Bid)".

Commercial Bid should contain

(1) **Annexure -A** duly filled up, stamped and signed

(2) Documents in support of the Eligibility conditions

(3) Earnest Money Deposit

(4) Bidders who have downloaded this tender document from our website should enclose a DD for Rs. 500 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.

(5) As a token of acceptance of all terms and conditions of the NIT, bidder should sign all the pages of the Tender Document with their Company Seal.

Price Bid should contain

Bidders are requested to submit **Annexure – B** duly filled up.

TENDER EVALUATION

Bidders who have not met the Eligibility conditions and bidders who have not submitted EMD/adequate request for waiver as per Tender Specification will be summararily rejected.

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 AYCL. Based on assessment, AYCL shall accept or reject the Commercial bid, even though they meet the minimum bid qualification. AYCL's Assessment in this regard will be final and binding.

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

L1 will be determined on the basis of total cost of Security Guards – 30 nos., Security Supervisor – 3 nos. and Gunmen – 6 nos. taken together.

NOTE

(1) The firm can visit our campus sites on any working day between 14.00 hours to 16.00 hours for discussions if any.

(2) 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.

ANNEXURE - A

1	Minimum Continuous experience of 5 years for providing round the clock services in reputed organizations	YES/NO If Yes, proof to be enclosed
2	Five running contracts in reputed organizations at the time of tendering. (Details of Clients with address to be attached)	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	ESI code No and Challan for amount last remitted	
5	PF Code No and Challan for amount last remitted	
6	E.M.D. – D.D for Rs. 50,000 to be enclosed (DD No. & Bank details on which drawn)	
7	Service Tax Registration No.	
8	Income Tax PAN No.	
9	Declaration by bidder that Security Deposit of Rs. 1.00 Lac would be furnished on awarding of contract	

ANNEXURE - B

Type of labour	Daily Wage in terms of the notification issued by the Ministry of Labour and Employment, Govt. of India	ESI @ 4.75% of Basic Wage	E.P.F. @ 13.61% of Basic Wage	Bonus @ 8.33% on Rs. 3500	Sub Total in Rs.	Service Charge applicable * (expressed as % of sub-total)
Security Guards	363	17.24	49.40	11.21	440.85	
Security Supervisors	363	17.24	49.40	11.21	440.85	
Armed Guard	400	19.00	54.44	11.21	484.65	

Note – Contribution @ Rs. 1 (one) to be paid as per provision of the West Bengal Welfare Fund Act.

* Service Charge should be inclusive of all charges pertaining to any agency. No other charge under any head would be entertained.