

TENDER DOCUMENT FOR SECURITY SERVICES

AIZAWL MUNICIPAL CORPORATION

CCBT BUILDING, THUAMPUI

AIZAWL - 796007

Tel: 0389-2352090 FAX: 0389-2350246

E-Mail: amcmizoram@gmail.com Web: www.amcmizoram.com

No.D.37017/1/2020-AMC(IT)

Date: 17th March 2021

TENDER NOTICE FOR SECURITY SERVICES

THE AIZAWL MUNICIPAL CORPORATION, hereinafter referred to as the AMC invites sealed tenders from reputed and experienced agencies for providing Security Services at the above address.

The interested agencies are required to submit the **technical and financial bid separately**. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "Tender for Security Services" and should reach AMC Office before 30th March 2021, 12:00 noon. Bids will be opened on the same day at 2:00 pm at Joint Commissioner's Office.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from Cash Receipt Counter, AMC Office on any working day on payment of Rs 50.00 only or can be downloaded from AMC website.

Note: The agencies interested in bidding may visit the AMC premises on any working day between 9:00 A.M. to 5:00 PM and carry out a comprehensive security survey prior to submission of bids.


(K. LALDINGLIANA)

Municipal Commissioner
Aizawl Municipal Corporation
Phone : 0389-2352090

TENDER DOCUMENT
QUOTATION FOR PROVIDING SECURITY SERVICES TO
AIZAWL MUNICIPAL CORPORATION

TECHNICAL BID

(In separate sealed Cover-I super scribed as Technical Bid)

1.		Name & Address of the Tenderer Organization/Agency with phone number, email id and telephone/mobile number of contact person	
2.		Experience in the work of providing Security Services. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works approximate magnitude and duration carried out and/or on hand for last 2 years.	
3.		Set-up of your Organization, clearly indicating details of all staff available for performing this service.	
	a)	Is the establishment registered with the Government and/or under any law for the time being in force; please give details with Document/ evidence.	
	b)	Do you have labour license. Please provide details and attach a copy.	
4.		Are you covered by the labour Legislations, such as EPF, and Gratuity Act etc.	
5.		Please give EPF No: Gratuity Act Regn. No:	
6.		PAN No. (Please attach copy)	
7.		GST No. (Please attach copy)	

8.		Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
9.		Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner.	

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Tenderer with seal)

Name:

Address:

Phone No (O):

Date:

Seal:

FINANCIAL BID

(In sealed Cover-II super-scribed "Financial Bid")

QUOTATION FOR PROVIDING SECURITY SERVICES TO AIZAWL MUNICIPAL CORPORATION

1. Deployment of manpower

(a) Particulars Unit (Rate per person/per month in *Rs)

	Amount in Rs
i) Wages of Security Guards	_____
ii) Tax	_____
Total Amount Rs.	_____

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Note: i) No other charges would be payable by AMC.
ii) There would be no increase in rates during the Contract period except provision under the terms and conditions.

(Signature of Tenderer with seal)

Name:

Address:

Phone No (O):

Date:

Seal:

DRAFT AGREEMENT

This agreement is made on _____ day of _____ Two thousand twenty one between AIZAWL MUNICIPAL CORPORATION (AMC), AIZAWL as one part, hereinafter called 'AMC' and M/s _____, having its registered office at _____ hereinafter called the 'Agency' for providing Security Services on the other part.

WHEREAS the AMC is desirous to engage the Agency for providing Security Services for its office located at CCBT Building, Thuampui, Aizawl, Pin - 796007 on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, etc. relating to security personnel deployed in the AMC. The AMC shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at AMC. The AMC shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month notice on either side.
5. In case of non-compliance with the contract, the AMC reserves its right to:
 - a) Cancel/revoke the contract; and/or
 - b) Impose penalty up to 10% of the total annual value of contract.
6. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in the AMC.
7. The security personnel provided by the Agency will not claim to become the employees of AMC and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in AMC.
8. There would be no increase in rates payable to the Agency during the contract period.
9. The Agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
10. Decision of AMC in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.
11. In case of any dispute between the Agency and the AMC, AMC shall have the right to decide.

However, all matters of jurisdiction shall be at the local courts located at Aizawl.

THIS AGREEMENT will take effect from _____ day of _____ Two Thousand Twenty One and shall be valid for one year.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in AIZAWL in the presence of the witness:

AIZAWL MUNICIPAL CORPORATION

AGENCY

(_____)

(_____)

Municipal Commissioner

Witness:

(_____)

(_____)

Joint Municipal Commissioner

ANNEXURE

TERMS & CONDITIONS OF CONTRACT (Annexure to Agreement)

A. Scope of Work:

Providing Security services by deploying required number of Security Personnel as decided by AIZAWL MUNICIPAL CORPORATION at AMC Office, CCBT Building, Thuampui, Aizawl.

1. The Agency shall provide Security services by deploying adequately trained and well-disciplined security personnel to safeguard the AMC Office (CCBT building) and its premises, moveable and immovable assets, equipments and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex.
3. The Agency shall maintain records of inward and outward movement of men (AMC Employees and also regulation of guests and visitors), materials, etc with proper check on the same as per instructions given from time to time by AMC.
4. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
5. The Agency shall keep the AMC informed of all the matters of security and co-operate in the investigation of any incident relating to security.

B. Eligibility Criteria

1. The Bidder may be a Proprietary Firm, Partnership Firm, Limited Company, Corporate Body legally constituted, who possess the required licenses, registrations (such as Private Security Agencies (Regulation) Act 2005) or any other act/rules of the state valid at least for 12 months from the date of the opening of tender.
2. The tenderer shall have at least 2 years experience of providing Security services.
3. Having successfully completed works of similar magnitude and duration in last two years.
4. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
 - a) GST Registration.
 - d) Valid License.

C. Information and Conditions relating to Submission of Bids

1. The initial period of contract shall be for 12 months and may be extended time to time depending on performance of the Agency and at discretion of AMC.
2. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from AMC on any working day between 9:00am and 5:00 pm on payment of non-refundable charges of Rs 50/- only or can be downloaded from AMC Website.
3. The interested agencies are required to submit the technical and financial bid separately in the format enclosed. The bids in sealed Cover-I containing "Technical Bid" and sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "Tender for Security Services" should reach AMC on or before 12:00 noon of 30th March 2021. The technical bids shall be opened on the same day at 2:00 pm at Joint Commissioner's Office, AMC in presence of the bidders or their authorized representatives who choose to remain present.
4. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
5. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.
6. The bidder shall pay Bid Security (EMD) of 3,000.00 (Rupees three thousand) only along with the technical bid. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage.
7. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
8. The bid shall be valid and open for acceptance of the Competent Authority of AMC for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.
9. To assist in the analysis, evaluation and computation of the bids, the Authority may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
10. AMC reserves the right to accept or reject any or all bids without assigning any reasons. AMC also reserves the right to reject any bid which in his opinion is non responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

D. Terms and Conditions

1. The security services and provision for the required manpower shall be as under:

Tentative Positioning of Security Guards:

Duty time : 24 hrs x 7

Place of duty :

- a) Main Entrance (day & night shifts)
- b) Basement (day shift)

The number and arrangement of deployment of the Security personnel is without prejudice to the right of AMC to deploy the security personnel in any other number or manner considered to be more suitable by AMC. However, the agency is expected to proposed the number of security personnel needed.

2. The agency shall ensure that the security personnel deputed are healthy and not more than 40 years of age. The agency will get their antecedents, character and conduct verified. The Security Guards provided by the Security Agency must possess the following qualifications:

* He must be from the complement of his permanent employees and should be able to read and write official/local languages.

* He must not be less than 18 years and more than 40 years and should be physically fit to perform the duties of a guard.

* Should be able to gather information on security matters.

* Should take rounds and be able to detect security loopholes, assess fire threats and be able to take preventive measures.

Duties of the Security Guards

1. The Personnel supplied ought to be polite but Firm, Disciplined, Physically Fit and Alert, smartly dressed in uniform.

2. To attend with compliments to distinguished visitors, VIP's and Officers.

3. Check, Control and Restrict entries to AMC Office premises / Ch. Chhunga Bus Terminal campus/area or searching if required.

4. Maintain strict security to the premises. Entirely responsible for thefts of easily movable items such bathrooms fittings, fans, Exhaust Fans, Telephone Instruments, Fire Extinguishers, or Fire Fighting Systems etc.

5. Not to leave the place of duty under any circumstance until and unless properly relieved. Sign accordingly in handing taking over Register etc.

6. Prevent of misuse of Electricity and water.

7. The security guard must watch that there are no unidentified/unclaimed/suspicious objects/persons in the building/premises.
8. The security personnel must be in proper neat and tidy uniform.
9. The names of the security guards should always be displayed by them on their uniforms for identification purpose.
10. The Agency should arrange for surprise checks (during day and night) to check the alertness and attentiveness of the security guard.
11. The security guards shall at all times comply with all directions and instructions of AMC. Non-compliance of instructions can lead to termination of agreement.

Duties and Responsibilities of the Agency

1. The agency should provide a whistle, torch and lathi to the security guard on duty.
2. If it is found that any property of the AMC is lost/damages due to the negligence or connivance of the security guards the same shall be made good on the depreciated value of the property damaged/ lost from the security agencies bill.
3. The agency shall furnish the names and addresses of the security guards posted in the premises of AMC and also when there is any change in security guards.
4. The security guards deployed will be deemed for all purposes and the agencies shall be fully responsible for payment of wages and other dues, and compliance of all labour loss applicable to them.
5. The full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to AMC before they are actually deployed for the job.
6. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the AMC at any time without assigning any reason whatsoever.
7. The agency shall deploy security guards trained in all facets of security work, including fire fighting.
8. A senior level representative of the Agency shall visit AMC premises at least once-a month and review the service performance of its personnel. During the monthly visit, Agency's representative will also meet the AMC officer dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
9. The Agency shall ensure that any replacement of the personnel, as required by AMC for any reason specified or otherwise, shall be affected promptly without any additional cost to

the AMC. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the AMC at Agency's own cost.

10. The Agency shall provide reasonably good uniform with name badges to its personnel deployed at AMC at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as, belt, shoes, socks, caps, torch with cell, cane stick, etc shall be borne/supplied by the Agency at its cost.

11. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the AMC.

12. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, etc relating to personnel deployed.

13. The Security Agency shall not assign or transfer this contract or part thereof to anyone.

14. In case of any theft or pilferage, loss or other offences, the agency will investigate and submit a report to AMC and maintain liaison with the police. FIR will be lodged by AMC, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.

15. The agency shall ensure that security staff appointed by them is fully loyal-to and assist the AMC during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immoveable to the entire satisfaction of the AMC.

16. In case of any loss that might be caused to the AMC due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, AMC shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to AMC besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, AMC shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

17. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve. The Security Agency shall be responsible for providing the requisite man-hours as detailed above on round the clock basis on all days. If the person falling sick avails leave or remains absent arrangement for the substitute should be made immediately. If at any time additional man-hours are required, the same will be provided by the Security Agency for which payment will be made on pro-rata basis.

18. As and when AMC requires additional security strength on temporary or emergent basis, the agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the AMC. Similarly, if the security personnel deployed by the agency any time are found absent from duty or sleeping or found

engaged in irregular activities, the AMC shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non observance of the terms of contract.

19. The Security personnel deployed by the agency shall have at least the minimum elementary knowledge of reading and writing so as to be able to make entries in the registers kept at the security desk/booth whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.

20. In case of non compliance/non-performance of the services according the terms of the contract, the AMC shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.

21. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify AMC against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in AMC premises/facility.

22. The decision of AMC in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

23. In case of any dispute between the Agency and AMC, AMC shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Aizawl.

24. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a sole Arbitrator to be appointed by Head, AMC. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.

25. Termination of the Contract:

a) AMC shall be at liberty at its entire discretion to terminate this contract forthwith upon or at any time a breach or default of any of the terms and conditions contained herein or any other circular and/or rules framed subsequently, is committed by him and/or by his Security Guards or Security Supervisors, employed by it.

b) Insolvency or dissolution of the partnership firm or death or adjudication as insolvent of any partner of the Security Agency.

c) Liquidation, whether voluntary or otherwise or passing of an effective resolution for winding up, if it is a company or co-operative society.

d) If any attachment is levied and continues to be levied for a period of seven days upon Security Agency effects or any individual/ partner for the time being of its firm or any member of its cooperative society.

e) If any partner of its firm or any member of its co-operative society shall be convicted of any criminal offence.

f) If Security Agency shall either by himself or by his servants commit or suffer to be committed any act which, in the opinion of the AMC, whose decision in that behalf shall be final is prejudicial to the interest or good name of the AMC.

g) If the period of this contract lapses and the service is continued, it shall be deemed to be an agreement to continue the service on month-to-month basis. In such event, either party must give one month's notice for termination of the service if they choose to discontinue.

h) Violation of the provisions of Contract Labour (R & A) Act 1970, MSGB Act and other Acts, rules schemes or notifications issued by the Appropriate Govt. from time to time, as applicable.

i) On termination/expiry of the contract, the, Security Agency will immediately remove all its personnel from the premises.

26. An agreement shall be signed with the successful bidder as per specimen enclosed.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between AMC and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.
