#### BID DOCUMENT Short Term NOTICE INVITING E-TENDER

# Tender Reference No:AD/OT/005/AX Dated:03.03.2020

Online bids under Two bid system (Technical & Financial) from eligible bidders which, are valid for a minimum period of 90 days from the date of Bid opening (i.e. 31.03.2020) are invited for and on behalf of the Manager (P&A), ALIMCO for "Security agencies for providing security arrangements at Corporation premises including APOC, Auxiliary unit premises, ALIMCO township, for a period of TWO YEARS as and when required by the Corporation, ALIMCO, Kanpur or as and when decided by the corporation from time to time".

Name of Work	arrangements a APOC, Auxili township, for a p required by the	cies for providing security t Corporation premises including ary unit premises, ALIMCO beriod of TWO YEARS as and when Corporation, ALIMCO, Kanpur or cided by the corporation from time
Earnest Money Deposit to be submitted	Rs. 500000/-	
Date of Publishing	03/03/2020	17.00Hrs
Clarification Start Date and Time	NA	
Clarification End Date and Time	NA	
Queries (if any)	No queries will date.	be entertained after clarificationend
Bid Submission Start Date	03/03/2020	17:30 Hrs
Last Date and time of uploading of Bids	30/03/2020	14.00 Hrs
Last Date and time of submitting, EMD and other documents at ALIMCO Kanpur	30/03/2020	14.00 Hrs
Date and time of opening of Technical Bids	31/03/2020	15.30 Hrs
Date and time of opening of Financial Bids	Will be separately shortlisted/qualified	notified for Technically ed bidders

Interested parties may view and download the tender document containing the detailed terms & conditions from the website http://eprocure.gov.in/eprocure/app

# MANUAL BIDS SHALL NOT BE ACCEPTED

# Except for the original documents/ instruments as mentioned in this tender.

#### Bidders should regularly visit the website to keep themselves updated.

#### 1. INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <u>http://eprocure.gov.in/eprocure/app</u>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

# 2. <u>REGISTRATION</u>

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<u>https://eprocure.gov.in/eprocure/app</u>)by clicking on the link "Online Bidder Enrollment" option available on the home page. Enrolment on the CPP Portal is free of charge.
- (ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smartcard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of thesame.
- (vii) Bidders can than log into the site through the secured login by entering their user ID/ password and the password of the DSC/eToken.

# 3. <u>SEARCHING FOR TENDER DOCUMENTS</u>

- (i) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPPPortal.
- (ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (iii)The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

# 4. PREPARATION OF BIDS:

(i) For preparation of bid Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting theirbids.

After selecting the tender document same shall be moved to the 'My favorite' folder of bidders account from where bidder can view all the details of the tender document.

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of thebid.
- (iii)Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tenderdocument.
- (iv)Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF, ESI& other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

# 5. SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BC physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (iii)While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv)Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BC.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi)Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.

# $(viii) \ {\it If price quotes are required in XLS format, utmost care shall be taken for uploading}$

a. Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.

- **b.** Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.
- **c.** In the Tender B.Bid requires only the services charges which is required to be fed in percentage (%), Any other feeding shall render the quote in valid.
- **d.** If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of CAVse no 23.0 of ITB including forfeiture of EMD.
- e. The bidders are cAVtioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of thetender.
- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventhhour.
- (x) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bidopening.
- (xi) Bidders should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tendersystem.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryptiontechnology.

# 6. ASSISTANCE TO BIDDERS:

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender. The contact number for the helpdesk is 18001805129 between 10:30 hrs. to 17:00hrs.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002,0120-4001005. The helpdesk email id is<u>support-eproc@nic.in</u>

#### ARTIFICIAL LIMBS MANUFACTURING CORPORATION OF INDIAKANPUR- 209217.

# **Tender Notice**

Online bids are invited from eligible bidders for engagement for "Security agencies for providing security arrangements at Corporation premises including APOC, Auxiliary unit premises, ALIMCO Township, for a period of TWO YEARS as and when required by the Corporation, ALIMCO, Kanpur or as and when decided by the corporation from time to time".

The online bids complete in all respect along with a scanned copy of the EMD of **Rs. 5,00,000** /- in favour of ALIMCO, KANPUR must reach Manager (P&A), ALIMCO, KANPUR -209217 on or before the submitting date and time i.e. 30.03.2020 14:00 PM.

The tender document along with other details may be downloaded from the CPP Portal: <u>http://eprocure.gov.in/eprocure/app</u>

For Artificial Limbs Manufacturing Corporation of India

Manager (P&A)

Dated: 03.03.2020

TENDER DOCUMENT FOR Security Supply agencies for providing security arrangements at Corporation premises including APOC, Auxiliary unit premises, ALIMCO township, for a period of TWO YEARS as and when required by the Corporation, ALIMCO, Kanpur or as and when decided by the corporation from time to time".

# ARTIFICIALLIMBS MANUFACTURING CORPORATION OF INDIA KANPUR.

TenderFee	:	Rs. 600/-	
EarnestMoney	:	Rs.5,00,000/-	(Rupees Five Lacksonly)

Scanned Copy of EMD must be submitted online on CPP Portal:http://eprocure.gov.in/eprocure/app

#### And

Original Physical EMD separately must be submitted on or before due date and time i.e. 30/03/2020 before 14:00 P.M. in the office of the Manager (P&A), ALIMCO, KANPUR-209217.The Tender fee & Earnest money can also be deposited on line through the website of the Corporation <u>www.alimco.in</u>, where proper latest my need to be opted.

# **INSTRUCTION FOR E-PROCUREMENT**

- 1. Preparation and Submission of Bids
  - (i) The detailed tender documents may be downloaded from<u>http://eprocure.gov.in/eprocure/app</u> till the last date of submission of tender. The Tender may be submitted online through CPP Portal<u>http://eprocure.gov.in/eprocure/app</u>
  - (ii) The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid. Technical Bid, EMD should be upload online in cover 1 and Financial Bid in ".Xls" should be upload online incover-2
- 2. Submission of the Bid: All interested eligible bidders are requested to submit their bids online on CPP Portal:<u>http://eprocure.gov.in/eprocure/app</u>as per the criteria given in thisdocument:
  - (i) Technical Bid, EMD should be upload online incover-1.
    (ii) Financial Bid should be upload online incover-2 Both Technical and Financial Documents should be placed online on the CPP Portal
- (<u>http://eprocure.gov.in/eprocure/app</u>).
   **3.** Technical Bid: Signed and Scanned copies of the Technical bid documents as under must be submitted online on CPP Portal:<u>http://eprocure.gov.in/eprocure/app</u>.
  - List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission: -
  - i. Scanned copy of TenderFee & EMD. In case of Online payment to ALIMCO, E-receipt suffice.
  - ii. Scanned copy of to avail the benefit of MSME, their UAM should mention the NI code applicable to Security services valid Udyog Aaadhar Memorandum (UAM) registration for Security services, if claiming exemption available.
  - iii. Scanned Copy of theLicense of "Shop and Commercial Establishment Act".
  - iv. Scanned copy of PF registration certificate.
  - v. Scanned copy of ESIC registration certificate
  - vi. Scanned copy of GST RegistrationCertificate
  - vii. Scanned copy of PANNo.
  - viii. The tenderer's Average Financial Turn-Over Certificate in Security services during the last three financial years i.e.,2016-17, 2017-18 & 2018-19 issued by practicing Chartered Accountant, should not be less than Rs. 01 Crore (Rupees One Crore).
    - ix. Scanned copy of Income Tax Return Acknowledgement for the previous financial year i.e, 2018-19 applicable Assessment year 2019-20.
    - x. Scanned copy of latest Registration certificate of the firm issued from any Govt.body, if applicable.
  - xi. Scanned copy of filled form of Annexure- A (Details of branch offices with name of contact persons, complete address etc. and contact / mobilenos.) If there is no branch undertaking for opening of Branch Office with 30 days after award of contract as per Annexure C-4
  - xii. Scanned copy of filled form of Annexure- A (copy of details of regular Security services on rolls with bidding firm with designation.
  - xiii. Scanned Copy of valid License Under Private Securities Agencies (Regulation) Act 2005/UP Provide Security rules 2009.
  - xiv. Scanned copy of work experience/ work completion certificate by employerfor having certificate experience of Security services of various category Security personnel like Security officers, Security Supervisor, Gunman, Security Guard, Lady Guard for reputedprivate/Central Govt. / PSUs) during last 5 years ending last day of month previous to the one in which applications are invited (Copies Work Completion Certificates needs to be enclosed along with details of concerned contact person). However, in case of startup, as per notification of GOI, the startup is exempted from requirement EMD, Tender Fee of prior turnover & prior experience subject to meeting of quality and technical specification. If the startup is already doing similar jobs elsewhere; under PF & ESI requirement they will have to produce latest document evidencing deposit of PF & ESI of their employees engage. However, for a fresh start up the registration in PF & ESI shall suffice.
  - xv. Scanned Copy of PF Challans for 3 Months (From Dec 2019 to Feb -2020) showing confirmation of

payment to EPFO.

- xvi. Scanned Copy of ESIC Challans for 3 Months (From Dec 2019 to Feb -2020) Months showing confirmation of payment to ESIC.
- xvii. Undertaking regarding Contract Labor License within 30 days from date of placement of Work Order (As per Annexure C-5)
- xviii. Undertaking Regarding Acceptance of Terms of the Tender. (As per Annexure B)
- xix. Undertaking regarding Debarring (as per Annexure- C-1).
- xx. Undertaking regarding Validity of offer (As per Annexure C-2).
- xxi. Undertaking Regarding Payment of GST (As per Annexure C-3).
- xxii. Undertaking Regarding Local Office (As per Annexure C-4).

# 4. <u>FinancialBid</u>

- (i) The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees.
- (ii) In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified ".Xls" with the tender and based on the scope of work, service conditions and other terms of the Tender document. In percentage (%) in column 10 only service charge need to be fed and in column no 8 rate of wages per day in rupees also to be fed. In case wages quoted in Price Bid (Column No.8) are less than the prevailing minimum wages as per latest notification (w.e.f. 01.10.2019) of "Chief Labour Commissioner (Central), Ministry of Labour, Government of India" their Price Bid will be rejected as all other components are as per statutory requirement are pre-filled.
- (iii) The Financial bid should be according to the format given in the Tender Document and only column 8 & 10 is required to filled. L-1 shall be decided on considering all 5 categories i.e. summation of column 9 & 11.
- (iv) ALIMCO reserve the right to open Price Bid of successful Techno Commercial Bidders only.
- (v) Tenders without EMD / inadequate EMD are liable to be rejected irrespective of rates quoted.
- (vi) The Tenderer who are registered with SSI/MSE units having valid registration with Udyog Aadhar Memorandum (UAM) for same Category may be exempted from submission of EMD subject to submission of proof of their valid registration. The earnest money will be forfeited if the tenderer withdraws his tender before the period of validity (i.e. minimum 90 days) and / or tenderer fails to furnish requisite security deposit within the specified period after the award of Order / Contract wherever applicable.
- (vii) The earnest money will be forfeited if the tenderer withdraws his tender before the period of validity (i.e. minimum 90 days) and / or tenderer fails to furnish requisite security deposit within the specified period after the award of Order / Contract wherever applicable.
- (viii) The tenderer would be complying with all the requirements and obligations under Contract Labor (Regulation and Abolition) Act 1970; Employees Insurance Act-1938; Employees Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance Act 1948, Equal Remuneration Act 1976, Minimum Wages Act 1948, If undertaking to this effect (Annexure C-6) is not provided, the offer shall be rejected.
  - The bidder will have to specify the Percentage of Service Charge to be charged towards Service charges for providing the Security services. 0% service charge or non-feeding of service charge in any category of Security services shall be out rightly rejected.

# 5. Submission of EMD-

(i) All the tenderers must submit EMD of Rs 5 lakh by Demand Draft in favour of "ALIMCO, KANPUR" (Preferably DD of State Bank of India, payable at State Bank of India, ALIMCO

BRANCH, KANPUR, Branch Code No. 03962) or Pay Order or Banker's Cheque as an Earnest Money Deposit. **No other mode is acceptable.** The EMD shall be released within 30 days of finalization of Contract to the unsuccessful Tenderers. No interest will be payable on the EMD.

- (ii) Tenders without EMD/inadequate EMD are liable to be rejected irrespective of ratesquoted.
- (iii) All SSI/Micro & Small Enterprises (MSE) will be issued Tender Documents free of cost and are exempted from Tender Cost for Rs- 600/-on submission of valid certificate. However, SSI/MSE units having valid Udyog Aadhar Memorandum (UAM) for the Category of items/nature of business/type of service as against this tender and in case they have valid registration with Udyog Aadhar Memorandum (UAM) shall be furnished by the tenderer. If the registration is for the category of item other than what has been tendered by the Corporation, the exemption from EMD will not beallowed/admissible.
- (iv) The Earnest Money will be forfeited if the Tenderer withdraws his Tender before the period of validity (that is minimum 90 days) and/or Tenderer fails to furnish requisite Security deposit within the specified period after the award of order/contract, whereverapplicable.
- (v) The Earnest Money will not be adjusted from the pending bills or balance payment, ifany.
- 6. Security Deposit: Subsequent to the placement of contract, the successful tenderer will be required to deposit a sum equal to 10% of the contract value subject to a maximum of Rs. 01Crore as security deposit in the form of Demand Draft or Pay Order or Bankers Cheque or irrevocable Bank Guarantee from any of the Nationalized Bank in the prescribed Format attached with this Tender Document. The Security Deposit should be in favour of 'ALIMCO' payable at Kanpur for due discharge of Contract. No interest will be payable by ALIMCO on Security Deposit. Corporation, on specific request of tenderer, may relax the condition of depositing of Security Deposit & deduct the Security Deposit amount @25% from the Running Bill of the Tenderer. However, to relax the condition, as per Purchase Policy, it will be prerogative of the Corporation. The Earnest money already submitted with tender may be adjusted towards Security Deposit. The Earnest Money Deposit. The successful Tenderer may also give their consent/request for retaining/converting their EMD into part of Security Deposit & deposit the balance amount towards Security Deposit.

The Security Deposit will be refunded to the Contractor after recovering losses/ dues/ penalties that created on account of failure in fulfilling the obligation of Tenderer or by any of its engaged Security services, if any, after expiry of 03 months of completion of contract. An agreement will have to be executed by the successful tenderer (on its own cost) with ALIMCO on a nonjudicial stamp paper of Rs. 100/- after submission of Security deposit of 10% of the quoted value within one month after award of contract. No interest will be payable on Security deposit. The earnest money already submitted with the tender will be adjusted towards the Security deposit.

- 7. Last Date for Submission of Tender:
  - (i) Online bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- (ii) The ALIMCO may, at its own discretion, alter/extend the last date for submission oftenders.

# 8. <u>Tender Application Fee and BidSecurity</u>

- (i) The Bidder shall furnish Tender Application Fee (non-refundable) in the form of Demand Draft/Pay order amounting to Rs. 600/- (Six Hundred Only), drawn on a scheduled commercial bank and payable to "ALIMCO, Kanpur".
- (ii) The Bidder shall furnish Bid Security of Rs.500000/- (Rupees Five Lacs only) in the form of the Earnest Money Deposit (EMD). The EMD shall be furnished in the form of Demand Draft of

requisite amount, drawn on a scheduled commercial bank and payable to "ALIMCO" atKanpur.

- NOTE: Physically Original EMD and TENDER FEE only must be submitted on or before Bid Submission Due date and time on the given address i.e. the office Manager (P&A), ALIMCO, KANPUR -209217 and Scanned copies of the same shall be uploaded online in cover1.
- (iii) Any Bid not accompanied by an acceptable EMD and Tender Application Fee shall be summarily declared non-responsive and the BOQ containing financial Bid of such Bidder shall not be opened.
- (iv) The EMD of unsuccessful Bidders shall be returned without interest after finalization of the tender and that of the Successful Bidder shall be returned without interest, on receipt of Performance Bank Guarantee in accordance with the requirement of theContract.

# 9. <u>BidValidity</u>

- (i) All the Bids must be valid for a period of 90 days from the last date of submission of the tender for execution of Contract. However, the quoted rates should be valid for the initial/ extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contractperiod.
- (ii) A bid valid for a shorter period shall be declared asnon-responsive.
- (iii) In exceptional circumstances, prior to expiry of the original time limit, Corporation may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 90 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.

# 10. <u>Modification / Substitution/ Withdrawal ofbids:</u>

(i) No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid 's dueDate.

(ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

# 11. <u>Rejection of the Bid:</u>The bid submitted shall become invalid and tender fee shall not be refunded if: -

- (i) The bidder is foundineligible.
- (ii) The bidder does not upload all the documents as stipulated in the biddocument.
- (iii)If physically non-submission of EMD and TENDER FEE separately on or before Submission of Bid end date and time.

# 12. DETAIL OFOFFER

- (i) Bidder shall quote only Percentage of Service Charges in BoQ in Financial Bid.
- (ii) The tenderers should fill the finance quotes / Rates in BOQ.
- (iii) PF, ESI, GST any other statutory dues will be applicable time to time.
- (iv) Any change in Minimum Wages as per Minimum Wages Act 1948 as applicable to ALIMCO

at Kanpur Nagar City as per Govt. of India notifications will be paid after production of such notification.

- (v) All entries in the offers shall be either typed or neatly hand written. Tender having over writings / fluid application / cutting etc. without proper Authentication will be rejected.
- (vi) All bidders shall have to quote for all items as mentioned in BOQ of Financial Bid. Partial Submission of offer will be summarily rejected.
- (vii) L-1 party will be decided on the basis of addition/consolidated value of All the Service Charges as mentioned in Financial Bid.
- (viii) In case of more than one bidder found L-1, Corporation has right to take revised offer from only those whose offer are L-1 in the financial bid. Again on the basis of revised offer New L-1 will be decided.

# 13. DURATION OFCONTRACT

The Period of the contract is initially for two years, which may be extended up to one year on the same terms & conditions on successful completion of two years, depending upon satisfactory performance and with mutual agreement.

# GENERAL TERMSANDCONDITIONS

#### 14. ELIGIBILITYCONDITIONS

- (i) The tenderer shall possess valid license under the Private Security Agencies (Regulation) Act 2005/U. P Private Security Rules 2009.
- (ii) Company/Security Agency having ISO Certificate will be preferred.
- (iii)The tenderer should possess a minimum of 05 years' experience of running of Security services in Govt./PSU/Reputed Private Industries.
  - (iv)The tenderer's Average Financial Turn-Over in during the last three financial years i.e., 2016-17,2017-18 & 2018-19 duly audited by practicing Chartered Accountant, should not be less than Rs. 01 Crore (Rupees One Crore)
  - (v) The tenderer should possess ESI & PF codes issued by the concerned authorities to the agency for its employees should be attached as per EPF Rule 1952. Offers received without PF & ESI Registration No. issued by concerned authorities will not be considered.
  - (vi)GST Registration Certificate.
  - (vii) The Security Agency shall have at least 300 Nos. of Security personnel under its control &supervision. 300 said Security personnel should be evidenced by at least any of the PF Challans submitted i.e Dec-2019 to Feb-2020 as per clause no-"xv" of "3" mentioned above.
  - (viii) The successful tenderer shall also have to submit copies of police Verification report for the character and antecedents of security personnel engaged by the agency.

#### 15.<u>TERMS & CONDITIONS</u>

Note: The bidders are advised to read the Terms and Conditions carefully.

**GENERAL** 

(i) An agreement will have to be executed by the successful tenderer with ALIMCO on a nonjudicial stamp paper of Rs. 100/- after submission of security deposit of 10% of the contract value for the full period of 02 years.

- (ii) All bidders are expected to read the tender documents containing qualifying conditions and participate in the tender process before quoting/responding to the bid. The Security Deposit will be refunded to the Tenderer after recovering losses/dues/penalties that created on account of failure of proper security of the property of the Corporation by way of theft (burglary etc.) left unpaid, if any, after expiry of 03 months after completion of contract. It does not carry any interest.
- (iii) The Security Agency shall have an office in Kanpur. It should be a professionally run organization and not a garage operation. The office shall have effective communication facilities like Telephone, Fax, Mobile, E-mail, Vehicles.
- (iv) The Security personnel should be free from any contagious or infectious disease. He should not be suffering from any disease which may likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the other persons.
- (v) The security agency shall ensure that every Security officer, Supervisor, Gun Men, Guard, lady guard deployed undergoes a medical examination at the time of appointment and thereafter once in every twelve months from his last such examination, so as to ensure his continued physical fitness.
- (vi) The agency shall engage the security personnel for security duty for single shift of 8 hrs. a day only. No double duty shall be permissible. However, in case of exigency/emergency the duty hours can be extended with the prior permission of Manager (P&A) of Corporation.
- (vii) The performance of the agency shall be reviewed/ evaluated regularly by the Manager (Pers. & Admn.) or authorized officer of the Corporation.

# 16. JOB RESPONSIBILITIES OF THE SECURITY AGENCY

- **16.1** The Company/Security Agency should deploy efficient Security Guards to manage the security issues as specified by the Corporation. The security personnel will be deployed to ensure the security, in following manner-
  - (i) Every aspect of the security, personal security, prevention of unauthorized movement of the goods/stranger avoiding damage and/or loss of any kind to the unit in which service is being provided.
  - (ii) Detection/tracing of any persons involved in theft and to report the matter to the authority concerned.
  - (iii) Movement of men, materials, vehicle and machinery at Corporation premises, verification of all inwards goods going out, unloading of goods and signing of relevant documents.
  - (iv) Screening and recording all incoming and outgoing persons, vehicles and materials.
  - (v) Introduction anti-theft measures.
  - (vi) Reporting of cases of theft to the local police as well as ALIMCO authorities and following up of each case.
  - (vii) Providing escort services to men, materials and valuable, if necessary.
  - (viii) Informing and assisting the fire brigade staff in emergency.
  - (ix) Prevention of entry of unauthorized persons to the premises with due regard to vigilance of the entire campus during and after office hours and in staff quarters on all days.
  - (x) Performance of any other task assigned by the Corporation in the interest of security.
  - (xi) The Security Agency shall keep liaison with the Police/Local Authorities and fire Brigade in order to get timely assistance from them in case of an emergency.
  - (xii) To provide Security for the property of ALIMCO Kanpur in areas/locations as assigned.
- **16.2** The Security Agency besides providing Security Services should be capable to monitor Traffic Safety, Parking & Trespassing.
- 16.3 The Security Agency should be able to prevent the theft, pilferage, sabotage, fire, mischief of other

kinds of loss or damage and to maintain strict vigil in the Corporation and its premises as mentioned in this tender documents.

- **16.4** The Security Guards should have knowledge of Fire Fighting, chemical infiltration, first Aid, Scooter/Motor Cycle/LMV Driving and security duties, smart and well conversant in dealing with industrial undertakings.
- **16.5** The Security Agency would ensure that the security staff will be of standard level. The management reserves the right to reject a security staff found below acceptable standard.
- **16.6** The Gunman to have prescribed qualification and training, duly certified by the appropriate agency. The Security Agency should have adequate number and stock of Arms & Ammunition.
- **16.7** The Agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to it by the Corporation and shall not knowingly lend to any person or company any of the effects or assets of the Corporation under its control.
- **16.8** The Security Agency shall take day to day instructions from the Security Officer or his Deputy in his absence, and shall daily present the day to day occurrence report to Corporation's Security in charge.
- **16.9** The Security Agency will have to ensure the adequate Nos. types of Fire Extinguisher and conduct the mock fire drill on regular intervals. It will be their responsibility to inform P&A Deptt. officer about non operation of any fire Hydrant. The Security Agency will have to liaison with local Fire officer to obtain the fire NOC for Corporation.
- **16.10** The Security Guard should carry out any specific task as may be assigned to them by ALIMCO Kanpur, from time to time in the interest of the security of the premises, any unauthorized activity may be objected and should be brought to the notice of the higher authorities in writing. Security Guard should collect information on security matters and should brief concerned Officer immediately, depending upon gravity of the situation.
- **16.11** The Corporation may direct Security Agency to provide additional Security Guards for outstation camps/duties. The Agency will have to provide the same. The Corporation will make the payment for services so rendered, as per rules.

# 17. STANDARD FOR PHYSICAL FITNESS OF SECURITY GUARDS

A person shall be eligible for being engaged or employed as Security Guard, if he fulfills the standards of physical fitness as specified below:

- (i) The guard shall not be less than 18 years and more than 40 years and they should be physically fir to perform the duties assigned to them.
- (ii) 1 Security officer, 04 supervisors, 05 Gunmen,45 male Guards and 01 female guard shall be provided by Security Agency. The female guard will be deployed in General Shift only.
- (iii) Eye sight: Far sight vision 6/6, near vision 0.6/0.6 with or without correction, free from color blindness.
- (iv) Free from knock knee and flat foot.
- (v) Hearing: free from defect, should be able to hear and respond to the spoken voice and alarms generated by the security equipment's.
- (vi) The Guard should have dexterity and strength to perform searches, handle objects and use force for restraining the individuals in case of need.
- (vii) The guard should be free from any contagious or infectious disease. He should not be suffering from any disease which may likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the other persons.
- (viii) The security agency shall ensure that every security guard undergoes a medical examination at the time of appointment and thereafter once in every twelve months from his last such examination, so as to ensure his continued physical fitness.

#### 18. <u>PERSONNEL TO BE ENGAGED:</u>

The Corporation may increase or decrease the number of Security Personnel required and mentioned below:-

i.	Security Officer (Ex-Serviceman)	:	01 Nos.
ii.	Security Supervisor (Ex-Serviceman)	:	04 Nos.
iii.	Security Guard	:	48 Nos.
iv.	Gunman	:	08 Nos.
v.	Woman Security Guard	:	<u>01 Nos.</u>
	Total	:	62 Nos.

#### 19. <u>SHIFT HOURS FOR SECURITY PERSONNEL</u>

GENERAL	:	From 09.00 hrs. to 17:30 hrs.
A SHIFT	:	From 05:00 hrs. to 13:00 hrs.
<b>B</b> SHIFT	:	From 13:00 hrs. to 21:00 hrs.
C SHIFT	:	From 21:00 hrs. to 05:00 hrs.

- i. The agency shall engage the security staff for security duty for single shift of 08 hrs. a day only. <u>No double duty shall be permissible</u>. However, in case of exigency/emergency the duty hours can be extended with the prior permission of Security In-charge of Corporation.
- ii. No employee of the Security Agency shall work for more than 26 days in a month or as specified by Labour Laws.

# 20. <u>FUNCTIONS/ DUTIES OF THE SECURITY GUARDS DEPLOYED AT ALIMCO,</u> <u>KANPUR.</u>

- (i) To guard entrance and exist points and to control the movement of the visitors/vehicles and avoid inconvenience, if any, cordially and diligently.
- (ii) Every visitor should be guided to Reception; Identity cards of staff of employees should be personally checked.
- (iii) Protection of machines, materials and installations belonging to the Corporation round the clock. World 'Corporation' includes APOC, Ancillary Unit and ALIMCO Township.
- (iv) Control of visitors and outgoing as well as incoming employees and maintain records thereof.
- (v) Control of incoming and outgoing materials, proper checking/counting and to maintain records thereof.
- (vi) To check all incoming and outgoing property/ goods and to ensure that they are accompanied by proper gate pass / authority letter. Copy of such gate-pass/ authority letter should be kept in safe custody and produced as and when demanded by the Authority.
- (vii) To check the movement of office vehicles by noting time of outgoing and incoming vehicle with their numbers. A separate register shall be kept for private vehicle with similar particulars.
- (viii) Supervision of loading and unloading of materials.
- (ix) Maintaining movement records of incoming and outgoing vehicles of ALIMCO and those belonging to visitors and search/ checking thereof.
- (x) Prevention of cases of theft, pilferage, sabotage, mischief or other kinds of loss or damage.
- (xi) Capable to check the alcohol in breath of personnel through breath analyser.
- (xii) Maintain records pertaining to late arrival / outgoing/ incoming employees of the Corporation.
- (xiii) Search of outgoing employees/ visitors by authorized security personnel.
- (xiv) Providing security cover to ALIMCO Township at night from 9:00 pm to 5:00 am.

- (xv) Maintain Key records
- (xvi) Implement Fire Orders and Maintain Fire equipment.
- (xvii) To escort Cashier from factory to Bank and back.
- (xviii) To check loading of Corporation's materials dispatched from warehouse.
  - (xix) Weighment of Trucks (incoming/ outgoing along with the Corporation's representative for receipt / dispatch of materials.
  - (xx) Provision of arrangements for security of vehicles (bicycle/ two wheelers/ four wheelers) of Corporation employees/ guests/ visitors in single / two shift operations on a regular basis as per the instruction of AD deptt.
  - (xxi) The removal of Stray animals and its entry into the Corporation premises and if required, the Security Agency will have to liaison with Nagar Nigam Office to arrange for 'Cattle Catching Squad'. Expenditure so made, will be borne by Corporation.
  - (xxii) Surveillance.
- (xxiii) To conduct regular drills & training of the security personnel.
- (xxiv) To plan and submit suggestion on security aspects.
- **20.2** All Security Personnel will report on duty 30 minutes prior to their scheduled duty. The Security Guards on a post will not vacate the post until the replace arrives or arranged through control room of security.
- **20.3** The Security Guard should always be present and alert while on duty. Non availability of security Guard from the post or designated duty area will be treated as fault and will be liable for penalty.
- **20.4** The performance of the agency shall be reviewed/ evaluated regularly by the Manager (Pers. & Admn.) or authorized officers of the Corporation.

# 21. <u>UNIFORM</u>

The Security Agency shall supply uniforms (all weather) with Nameplates to the personnel engaged by it. The Corporation shall not allow any employee of the Security Agency to work inside the Corporation without uniforms except in cases where-in specifically asked for. If during the period of contract, the uniforms is torn, it shall be the responsibility of the Security Agency to supply another uniforms to the persons and ensure that the persons wear uniforms while they are on duty in the Corporation.

# 22. <u>CHARACTER VERIFICATION AND ANTECEDENTS</u>

The Security Agency should get the character/antecedence of each Security Guard verified before he is engaged and Guards should be able to produce the verification report as and when required for any departmental enquiry concerning each Security Guard who may be engaged by Security Agency.

# 23. <u>PHOTO IDENTITY CARDS</u>

The Security Guard who may be engaged by Security Agency from time to time must carry the photo identity card, which shall have to be issued to him by the Security Agency for the said purpose. Present and permanent addresses of all security Guards should also be made available to the Security In-charge ALIMCO, Kanpur.

#### 24. <u>REMOVAL OF SECURITY GUARDS/ SUPERVISOR</u>

- i. The Corporation reserves the right to ask and require the Security Agency to remove any personnel deployed by the Security Agency, without assigning any reason/ notice.
- ii. The Security Agency shall remove/ change/ replace any Security Guard, if at any time found unsuitable or undesirable in the opinion of the Manager (P&A), and shall make immediate alternative arrangement to provide substitution for carrying out his obligations undertaken under this contract. Notwithstanding the above, he will periodically change the guards from our Corporation and also rotate them on their duty posts.

# 25. <u>DUTY CHECKING</u>

- i. The Security Agency's Guard will be liable to be checked by this Corporation's Security In charge or any other Officer of the Corporation for this purpose and Security Agency should maintain a 'Guards Attendance/ Schedule Register'. It will be the duty of supervisor, or any of its officials for their upkeep, alertness and alcoholism.
- ii. The management will be free to carry out physical check of the total strength of security personnel deployed by agency on any day and any time and suitable deductions/ penalties shall be levied by Manager (Pers. & Admn.) and deductions shall be made from their monthly bills in case of short deployment of the security staff.
- iii. The Security Agency shall have a proper system for checking the guards on duty, day & night for every shift. Records of the same, should be effectively maintained and shortcomings, if any, should be immediately rectified. A daily report to be submitted to the Security In charge and any other (designated officer by the Competent Authority). The Security Agency should supply Guard Check Books to all guards post wise at its own cost.

#### 26. <u>LIABILITY / LOSSES</u>

- (i) Loss or damage to any material/ property either through theft or otherwise due to negligence of its Security Guard, shall be made good by Security Agency at its own cost. The decision as to whether the loss or damage through the theft is attributable due to negligence of its Security Staff, shall solely rest with the Head of Administration of Corporation, who shall have the right to require Security Agency to pay the costs of such missing/ damaged material/ property and it shall make good without any demur or objection on receipt of a written demand from ALIMCO as and when circumstances arises.
- (ii) The tenderer will have to make good the cost of the damaged/ lost goods/ property of the Corporation and accordingly the assessed cost of such goods will be deducted from the bills of the tenderer, by the Corporation.

#### 27. <u>ASSIGNMENT</u>

The Security Agency shall not appoint any Sub-Security Agency to carry out any obligation under the contract.

#### 28. <u>COMPLIANCE OF LABOUR LAWS & REGULATIONS</u>

- (i) The Security Agency will apply to the Registering Officer/Labour Commissioner (Central) for obtaining a labor license and will submit a copy of license to Corporation, within 30 days from the date of issue of the award of contract.
- (ii) The Security Agency shall observe and implement all the laws of the land and the rules framed there under such as Workmen's Compensation Act Industrial Disputes Act, Minimum Wages Act Factories Act and Central Contract Labour (Regulation & Abolition) Act which includes maintenance of Attendance Register, maintenance of Payment Register etc. and that ALIMCO Kanpur, shall in no event be liable or responsible for any default that will arise out of non-observance of such laws/rules on his part and that he shall indemnify and keep indemnified ALIMCO, Kanpur against any damage and/or injury caused to the premises, or to theproperties.
- (iii)The Security Agency shall be responsible and shall pay all compensation to its employees payable under the provisions of the workmen's Compensation Act and amendments thereto. The Security Agency shall be responsible for all the injuries/accidents to personnel employed by it. The Security Agency shall be responsible for and pay the expenses for providing medical treatment to its employees who may suffer any bodily injury during the course of their service as a result of any accident or otherwise while in the premises. The

Security Agency shall be responsible and shall pay all compensation to its employees payable under the provisions of the workmen's compensation Act and amendmentsthereto.

- (iv) The Security Agency shall abide by all laws of the land including, Labour Laws (ESI, PF, Income Tax, Goods Service Tax or any other extra taxes levied by the Government) Companies Act, TAX Deduction liabilities, Welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Security Agency, and it shall not involve, the Corporation in any way what-so-ever. All the beneficiary deductions and certified copy should be enclosed with the next bill, otherwise, the bills shall not bepassed.
- (v) The tenderer would arrange for necessary insurance and payment of all taxes. In no case the Corporation would be held responsible for anything other than those specifically stipulated in the contract.
- (vi)The personnel, engaged through Security agency, shall be the employees of Security Agency for the purpose of the Shops & Establishments Act, Minimum Wages Act, PF Act, ESI Act and all other Labour Laws, Rules and Regulations thereunder.
  - i. In case Security Agency (Contractor) fails to make payment of wages within the prescribed period or makes short payment, then the Principal Employer shall makethepaymentofwagesinfullortheunpaidbalancedue,aspersection21(4) of Contract Labour (Regulation & Abolition) Act 1970 from the security deposit from agency.

#### 29. <u>PaymentTerms</u>

- (i) 75% of payment of amount excluding GST will normally be released by Corporation on monthly basis on receipt of monthly bills together with certificate indicating compliance of Minimum Wages Act submitted by the successful tender for duly completed work duly verified by AD department regarding payment of minimum wages. Payment shall be made within 07 days from the date of receipt of bill.
- (ii) GST Payment will be made after availment and matching of input credit as shown in GSTportal.
- (iii) Balance amount after considering the Para 24 (a) and 24 (b) above, shall be released on submission of certified copies of challans of payment of PF, ESI, GST along with list of employee indicating amount and FromNo.XVII.
- (iv) In case the statutory liabilities are not matching to reimbursement amount, the deduction shall be made to the extent of short amount from theirbill.
- (v) Corporation shall deduct the Income Tax amount from the bill of the Security Agency as per the prevailing rates and law.
- (vi) The Security Agency shall in no case pay its employees less than the minimum mandatory rates of wages as applicable in the Govt. of India. The Security Agency has to deposit the wages of its employees in their respective bank account, a record of that should be kept in a register which may be examined by the Corporation at any time. The Service Agency shall ensure that payment to his employees is made through banktransfer.
- (vii) Security Agency is required to produce copies of all challans / documents of having deposited the amount, every month along with monthly bills. ALIMCO, Kanpur, reserves the right to check the actual payment of the wages register maintained by Security Agency and also the connected documents in respect of theabove.
- (viii) The Agency should be firm for the contract period and there shall be no variation/ escalation on any account except statutory Liabilities like PF, ESI, GSTetc.
- (ix) The Security Personnel should not be paid less than minimum wages as prescribed by Chief Labour Commissioner (C), Ministry of Labour and Employment, GOI, New Delhi. Any revision in the rates of Minimum wages for workers and service tax by Govt. of India during the currency or renewal of the Contract will be considered for payment by

ALIMCO, Kanpur at actual, subject to production of documentary evidence by the SecurityAgency.

- (x) The last payment of the Security Agency will be cleared only after ascertaining clearance of any liabilities pending with the Security Agency.
- (xi) The Service Charges payable to the Security agencies will not be revised and will remain fixed during the entire period of the Contract. In event of renewal or extension of the Contract the Service Charges for Contractor agreed at the time of award of Contract will remainunchanged.
- (xii) The Corporation reserves the right to increase or decrease the number of Security Personnel during the contract period and the contractor shall provide the revised number of Personnel at the rate approved for theContract.
- (xiii) Banning, Black-listing of parties, Suspension of business, forfeiture of Security Deposit with them will be dealt as per guidelines of Purchase Policy of the Corporation available on its website-www.alimco.in.
- (xiv) From time to time, *adhoc* arrangements may be made by Corporation to make payment to engaged security at its AAPC/RMC centers through hired security agency of Head Quarter i.e. of Kanpur. Hence Agency will have to make arrangements at their end also to ensure the payment. In this case, the service charges of hired security agency will be paid as per this tender clause only.
- (xv) The payment to engaged security personnel will be made directly into their account by Agency through Online/RTGS mode and in case there is no account available of engaged security than payment will be made through cheque for initial months and attempts will be made for opening ofaccount.

# 30.<u>PENALTY</u>

The Corporation reserves the right to impose any penalty in the event of breach, violation contravention of any of the terms and conditions contained the agreement brought to the notice. Some of the instances in which penalty would be imposed are enumerated below, but these are not exhaustive but illustrative and penalty may be imposed on any violation/breach or contravention of any of the terms & conditions as well as assigned duties and responsibilities.

- i. If the personnel found indulging in smoking/drinking alcohol while onduty.
- ii. If any personnel found performing the duty by submitting a fake name and address, qualification etc.
- iii. If agency fail to timely disburse the wages in to account of engaged security.

#### 31. If the Security Agency fails to provide the adequate no. of Security personnel and Corporation has to make its own arrangement for engagement of Security personnel than the tenderer will be required to compensate the Corporation at the rate of Rs. 50,000/- per day or the cost of the alternative arrangements which the Corporation may have to make or whichever is higher.

# 32. <u>TERMINATION OFCONTRACT</u>

The contract can be terminated by either party by giving three months' notice in writing. In case the jobs performed are not found to be satisfactory, the Corporation can terminate the contract by giving notice of one month and may as per purchase policy of the Corporation to this effect.

# 33. OTHER INSTRUCTIONS/TERMS

i. The Corporation reserves the right to suggest any changes in security arrangements at any time. The tenderer would employ trained personnel for security purposes and tenderer will be responsible for all the payments/compensation which may be payable to his employees under any law or rules for the time being in force.

- ii. That Security Guard will be present in Corporation premises in the capacity of Security Guard only no right shall vest in the Security Agency's employees to claim/ have employment or otherwise seek absorption in the Corporation nor the Security Agency's employees shall have any right whatsoever to claim the benefits and for emoluments that may be permissible or paid to the employees of the Corporation. The Security Guard will remain the employees of the Security Agency and this should be solely the responsibility of the Security Agency to make it clear to their workers before deputing on work at the Corporation.
- iii. The Security staff provided by the Security Agency shall be employees of the Security Agency only and all disputes between the Security Agency and the security staff shall be resolved by the Security Agency and shall have no bearing on ALIMCO Kanpur. The Security Agency should indemnify any claim, title in debt, cost, damage, compensation in respect of its employees deployed on ALIMCO Kanpur premises.
- iv. The Company/ Agency shall be responsible for the good conduct and behavior of its employees. If any employee of the Security Agency is found misbehaving with the Workmen, Officer, Guest of the Corporation, it shall terminate the services of such employees on the recommendation of the Security In-charge or any other officer designation by the competent authority of Corporation. The Security Agency shall issue necessary instruction to its employees to act upon the instruction given by the security In-charge and other designation officer of the Corporation.
- v. None of the employees of the Security Agency shall enter into any kind of private work at difference locations of the Corporation during working hours or otherwise, failing which penalty as deemed fit by the management shall be imposed.
- vi. The Corporation premise is a 'NO SMOKING ZONE'. No security Staff of the Security Agency should be found Smoking, eating pan, gutka or intoxicants/durgs, etc.
- vii. This tender form, terms and condition specified in this documents and accepted bid, will also form the part of the agreement.
- viii. The tenderers will abide by the decision of the Corporation regarding award/rejection of the contract and the tenderer will not raise any dispute in this regard before any Court of Law/Authority.
- **ix.** Banning, Black-listing of parties, Suspension of Business with them will be dealt as per guidelines of Purchase Policy of the Corporation available on its web-site www.alimco.in

# 35. <u>RIGHT OFACCEPTANCE</u>

The Corporation reserves the right to reject any or all the tenders without assigning any reason thereof. The Corporation also reserves the right for negotiations for the rates and terms & conditions with the tenderer out of the technically acceptable offers.

# 36. <u>ARBITRATION</u>

In case of any dispute, efforts shall be made to resolve it by mutual discussions failing which the matter will be referred to the Chairman and Managing Director of Corporation or his nominee for Arbitration, and decision of Chairman and Managing Director or his nominee shall be final and binding on both the parties. The provisions of Indian Arbitration & Conciliation Act 1996 as amended from time to time shall apply to such arbitration proceedings. Arbitrations proceedings shall be held at Kanpur Nagar only and the Kanpur Nagar courts will have the jurisdiction in the matter.

For Artificial Limbs Manufacturing Corporation of India

(M.S.Puri)

Manager (P & A)

Encl. As above

# PLEASE FURNISH FOLLOWING DETAILS REGARDING YOUR SECURITY AGENCY/COMPANY

- 1. (i) Name, addresses and telephone/mobile number of the Proprietor/Partner/Director of the Agency, Private or public limited (give details).
  - (ii) Brief Bio-data of each of Proprietor/Partner/Director.
  - (iii) Years of establishment.
  - (iv) List of clientele including PSU/Govt. departments if any.
- Number and name of license under (a) Contract Labour (Regulation & Abolition) Act 1970/factories Act 1948 (b) shop & commercial Establishment Act or (c) Registration under any other authority of the Govt. (please specify details of authority and attach photocopy).
- 3. Number of employees engaged by the security agency with their scales of pay and experience. (Please specify previous employment, experience etc.)
- 4. Whether all the employees engaged by you are trained in security functions? If yes, indicate the name of institution and period of training.
- 5. Whether all the employees engaged by you are specially trained for firefighting? If yes, indicate the name of Institution and period of training.
- 6. Is there any liaison of the agency with the local Police and Fire Brigade?
- 7. Give name and address of two references (preferably posted in Kanpur).
- 8. Kindly specify status of your agency (whether Proprietors, Partnership, Private or public limited (give details).
- 9. Specific instances of theft/pilferage prevented/detected by you in various companies (give value) along with details when material was recovered through your effort.
- 10. Specific instances of fire, which may have taken place in any company provide security by you and details of how it was controlled, loss suffered by company etc.
- 11. Specific instances of industrial unrest faced by company provided security by you and what services did you provide at that time.
- 12. Were there any instance where altercation took place between your guards and employees of the company provided security or outsider. Give details with action taken by you.
- 13. The agency shall furnish details of any legal suit/legal action pending especially with regards to any violation in the PF Act, ESI Act, Labour Laws, Income Tax etc. of last three calendars years.
- 14. If your Security Agency's services have been engaged by a Large Scale PSU/Govt. Organization/Pvt. Industry, then kindly provide the details and experience certificate, Security deployed, any incidence/mishappening occurred and what efforts were made by you Agency to solve the issue, of that organization.

Signature	:
Name	:
Name of Agency	:
Address	:

Dated : Place :

# ANNEXURE 'A'

# <u>'TECHNICAL BID (T-BID)</u> DETAILS REGARDING AGENCY/ COMPANY TO BE FURNISHED BY TENDERER\*\*

1	Details of incorporation confirming status of firm	PROPRIETERSHIP / PARTNERSHIP/ PUBLIC LTD (Tick which is applicable).	Page No.
2	<ul><li>(ii) Tender fee details</li><li>(ii) EMD Details</li></ul>		
3	Name, Addresses and Telephone number of the Proprietor/Partner/Director of the Agency & Mention the nearest Police Station.		
4	<ul> <li>(A) Undertaking regarding license under- Contract Labour (Regulation &amp; Abolition) Act 1970.</li> <li>(B) Shop and Commercial Establishment Act</li> <li>(C) Private Security Agency Act 2005/U.P. Private Security Rules 2009 or</li> </ul>		
5	Registration No. of ESI with Code No. allotted by concern authority (Please attached copy). Copy of deposited Challans to be submitted as per terms of the tender.		
6	Registration No. of EPF with Code No. allotted by concern authority (Please attached copy) Copy of deposited Challans to be submitted as per terms of the tender.		
7	Registration No. of Goods & Service Tax (Please attached copy)		
8	PAN No. (please attach copy) & copy of Income Tax return as per terms of the tender.		
9	Certificate from a practicing Chartered Accountant regarding average turnover for last three years i.e. 2016-17, 2017-18 & 2018-19 as per terms of the tender.		
10	Number & list of employees on the rolls as per EPF challan of the Security agency, not less than 300 as per terms of the tender. One Month ECR month Dec-2019 or Jan-2020 or Feb-2020 also to be attached		

11	List of clientele served during last three years. Enclose copy of Experience/ Job Completion Certificate issued by the organization.
12	Name and address of two references (preferably stationed at Kanpur)
13	Details of Local Kanpur Address details / Undertaking regarding Local office as per Annexure C-4.

Signature	:
(with Stamp)	
Name	:
Name of Agency	:

Dated:

Place: Address :

\*\* Note: -

1- Each enclosed paper should be self-attested and duly stamped

2- Copies of certificates should be enclosed, in support of their eligibility

#### FORMAT FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT/PERFORMANCE GUARANTEE

(To be executed by any Nationalised Bank in India, on a Rs. 200 non-judicial stamp paper under bank's covering letter mentioning address of the bank)

In consideration of M/s Artificial Limbs Manufacturing Corporation of India, hereinafter referred to as 'ALIMCO', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns having agreed to exempt M/s \_\_\_\_\_\_\_ (Name of the vender/supplier/contractor) hereinafter referred to as supplier/contractor which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with ALIMCO a sum of Rs.\_\_\_\_\_\_ towards security / performance guarantee in lieu of the said supplier/contractor having agreed to furnish a bank guarantee for the said sum of Rs, \_\_\_\_\_\_ as required under the terms and conditions of contract / work order / purchase order no. \_\_\_\_\_\_ dated \_\_\_\_\_\_ [hereinafter referred as the order'] placed by ALIMCO on the said supplier / contractor.

We, \_\_\_\_\_\_\_ the bank [hereinafter referred to as 'the bank' which expression shall include Its successors and assigns] do hereby undertake to pay ALIMCO an amount not exceeding Rs. \_\_\_\_\_\_ on the demand made by ALIMCO on us due to a breach committed by the said supplier / contractor of the terms and conditions of the order.

We \_\_\_\_\_\_ the bank hereby undertakes to pay the amount under the guarantee without any demur merely on a demand from ALIMCO stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto.

The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by ALIMCO without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

Annexure-"B"

#### <u>TENDER ACCEPTANCE LETTER</u> (To be given on Company LetterHead)

To, Mgr (P&A), ALIMCO, Kanpur

Sub: Acceptance of Terms & Conditions of Tender. TenderReferenceNo:

Name of Tender / Work:-

Dear Sir,

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

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

- 2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents fromPageNo.\_\_\_\_\_\_to\_\_\_\_(including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clAVses containedtherein.
- 3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptanceletter.
- 4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality /entirety.
- 5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sectorundertaking.
- 6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money depositabsolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

# ANNEXURE 'C-1'

# **UNDERTAKING**

We hereby undertake that our Firm has not been debarred/terminated/blacklisted/put on holiday to participate in the Tender by any Govt. Institution, PSU, State Govt. or Central Govt. Deptt.

Dated:

Authorized Signatory:

Name: -

Designation: -

Seal: -

#### ANNEXURE 'C-2'

#### UNDERTAKING

We hereby undertake that our Offer is valid for acceptance for 90 days from the date of Opening of Techno-Commercial Bid (TC-Bid).

Dated:

Authorized Signatory:

Name: -

Designation: -

Seal: -

#### **ANNEXURE 'C-3'**

#### UNDERTAKING

We hereby confirm that payment of basic value within 30 days after supply & Acceptance/approval of material or Submission of bill, whichever is later, is acceptable to us. However, the GST portion shall be paid only after submission of proof / self-certified copy of GST Quarterly Return (GSTR-1) filed online by the tenderer clearly (duly highlighted) Showing invoice/ bill number and amount to be submitted to ALIMCO so as to enable the Corporation to avail GST input credit after matching of the GST return and Invoice submitted in the Corporation. In case, non-matching no payment of GST shall be made.

Dated:

Authorized Signatory:

Name: -

Designation: -

Seal: -

#### **ANNEXURE 'C-4'**

#### UNDERTAKING

We hereby confirm that in case of award of Work Order on our firm, we will open a branch office at Kanpur within 30days of receipt of Work Order.

Dated:

AuthorizedSignatory: Name: -Designation: -Seal: -

#### ANNEXURE 'C-5'

# UNDERTAKING

We hereby confirm that in case of award of Work Order on our firm, we will provide Contract Labor License under Contract Labor (Regulations and Abolition Act 1970) within 30 days of receipt of Work Order.

Dated:

AuthorizedSignatory: Name: -Designation: -Seal: -

#### **ANNEXURE 'C-6'**

#### UNDERTAKING

We hereby confirm that in case of award of Work Order on our firm, we will be complying with all the requirements and obligations under Contract Labor (Regulation and Abolition) Act 1970; Employees Insurance Act-1938; Employees Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance Act 1948, Equal Remuneration Act 1976, Minimum Wages Act 1948,

Dated:

AuthorizedSignatory: Name: -Designation: -Seal: