

**OFFICE OF THE AREA ACCOUNTS OFFICE, SHILLONG**

**Tender No. AN/AAO/OUTSOURCING/SECURITY/VOL-III**

**Dated : 01/03/2019.**

**TENDER DOCUMENT FOR**

***“Hiring of Security-cum-Housekeeping Services for Office Buildings and Guest House under CDA Guwahati located at Happy Valley, S.E. Falls and Bivar Road, Shillong***

**Tender No. AN/AAO/OUTSOURCING/SECURITY/VOL-II dated 01/03/2019.**

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## SECTION-1

### NOTICE INVITING TENDER

**Earnest Money Deposit** :Rs.44,378.00 /-  
(Rupees forty four thousand three hundred seventy eight only)  
**Tender Document Cost** : Rs.500.00/- (Rupees five hundred only)

Office of the Area Accounts Office, Shillong invites sealed quotations from registered and authorized security agencies for hiring of security and housekeeping services (Security Guards/ Housekeeping/Conservancy Staff) for its office buildings located at PAO (ORs) ARC and PAO (ORs) 58 GTC, Happy Valley; VIP Guest House at S.E. Falls, near Demseiniong, and Area Accounts Office, Bivar Road, behind Governor House, Shillong.

Sealed bidding documents, under two bidding method (Technical Bid with EMD and Financial Bid in separate sealed envelopes) duly filled in as per the instructions of the Tender Document should be addressed to the Sr. Accounts Officer (AN)), Office of the Area Accounts Office, Bivar Road, Shillong - 793001 by **10.00 a.m. on 22/03/2019 (21/03/2019 being closed holiday)**

The sealed bidding documents should be delivered in the Administration Section of this office by the stipulated date and time. Tender Documents may be collected from Admin Section, Office of the Area Accounts Office, Bivar Road, Shillong on payment of Tender Cost of Rs.500/- through Cash/Bank Draft/Pay Order in favour of CDA Guwahati, payable at Guwahati on any working day between 3.00 pm to 5.00 pm.

The Bids shall be opened in the Conference Hall of the Office of the Area Accounts Office, Bivar Road, Shillong **on 22/03/2019 at 14:00 Hrs (21/03/2019 being closed holiday)** by the Committee authorized by the competent authority of the Office of Controller of Defence Accounts, Guwahati in the presence of such bidders who may wish to be present.

The Competent Authority reserves the rights to reject any or all the bids without assigning any reason and the decision of the competent authority of the Office of the Area Accounts Office, Bivar Road, Shillong, shall be final and binding.

**(Chayan Das)**  
**SR. ACCOUNTS OFFICER (AN)**

**SECTION-2  
BID SUBMISSION FORM**

No.....

Date:.....

**LETTER OF BID**

To

Sr. Accounts Officer (AN)  
Office of the Area Accounts Office,  
Bivar Road, Shillong – 793 001

Ref: Invitation for Bid - **TENDER No. AN/AAO/OUTSOURCING/SECURITY/VOL-III  
DATED: 01/03/2019.**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents.
2. We offer to execute in conformity with the Bidding Documents for providing security-cum-housekeeping services for the office buildings/locations under Area Accounts Office, Bivar Road, Shillong.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

*(To be printed on Bidder's letterhead)*

**SECTION-3**  
**INSTRUCTIONS TO THE BIDDERS**

**1. GENERAL INSTRUCTIONS**

- 1.1 Office of the Area Accounts Office, Bivar Road, Shillong, hereinafter referred to as the 'Client' shall be hiring security-cum-housekeeping services i.e. the services of an agency to provide the services of the Security Guards and Housekeeping Staff for its office buildings and Guest House. The details of the requirements of personnel shall be as under :

Description of Services	Location	Required Manpower	Hours	Last Date for submission of Bids
Security (Night Watchmen)	(i) PAO (ORs) ARC Shillong	(i) 2	8 Hours Each Per Person	<b>Technical bids</b> <b>22/03/2019 by 10:00 hrs</b> <b>(21/03/2019 being closed holiday)</b>
	(ii) PAO (ORs) 58 GTC Shillong	(ii) 2		
	(iii) Guest House, S.E. Falls under Area Accounts Office	(iii) 1		
Housekeeping/ Conservacny Staff	(i) Guest House, S.E. Falls under Area Accounts Office	(i) 3	8 Hours Each Per Person	
	(ii) Area Accounts Office, Shillong	(ii) 1		

- 1.2 The sealed bidding documents should be delivered in the Admin Section of this office by the stipulated date and time. Tender Documents may be collected from Admin Section, Office of the Area Accounts Office, Bivar Road, Shillong on payment of Tender Cost of Rs.500/- through Cash/Bank Draft/Pay Order in favour of CDA Guwahati, payable at Guwahati on any working day between 3.00 pm to 5.00 pm.
- 1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.4 The Bidding Company must hold valid GST Number for the purpose of supplying security/housekeeping/conservancy staff and Trade Licence.
- 1.6 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Office of the Area Accounts Office, Bivar Road, Shillong.
- 1.7 The requirements of security-cum-housekeeping staff is tentative and may increase or decrease at the sole discretion of the competent authority of the Client.

**2. MINIMUM ELIGIBILITY CRITERIA**

- 2.1 The following shall be the minimum eligibility criteria for selection of bidders:
- a. **Legal Valid Entity** : The Bidder shall necessarily be a legally valid entity either in the form of an Indian Limited Company or a Private Limited Company registered under the Companies Act, 1956 or a Proprietorship with their Headquarter or Branch Office in Shillong. Bidder in the form of JV/consortium and Partnership is not permitted. A proof for supporting the legal validity of the Bidder shall be submitted.
- b. The Bidder shall be registered with the Income Tax, GSTN and also registered under the

labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation. Relevant proof in support shall be submitted

- c. **Experience:** The Bidder should have experience in the similar field of providing security services in the Government Departments for the last **two years**. Relevant proof in support shall be submitted.
- d. **Licence:** The Bidder should possess a valid licence from the respective State Controlling Authority of the Government for providing private security service.
- e. **Disqualification: Failure to meet the above minimum eligibility criteria shall result in outright disqualification and no representation shall be entertained further.**

## 2.2 Documents supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), attested copy of certificates issued by the Competent Issuing Authority shall only be acceptable.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), valid attested copy of PAN, Labour Registration copy, EPFO Registration Copy, ESIC Registration Copy and GSTIN Registration Certificate shall only be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), attested copy of work orders alongwith work completion certificate/ experience certificates showing continuous experience in the field, issued by the Government Departments shall only be acceptable.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d), attested copy of licence for supplying labour and private security service.

## 3. EARNEST MONEY DEPOSIT:

- 3.1 This bids shall be accompanied by an Earnest Money Deposit of **Rs.44,378.00 /-** **(Rupees forty four thousand three hundred seventy eight only)** in the form of Bank Guarantee/Demand Draft of any nationalized bank. The validity of the Bank Guarantee/ Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be in favour of CDA Guwahati and payable at Guwahati.
- 3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.4 The bids without Earnest Money shall be summarily rejected.
- 3.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.6 **The bid security may be forfeited:**
  - (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
  - (ii) In case of successful bidder, if the bidder
    - (a) Fails to sign the contract in accordance with the terms of the tender document
    - (b) Fails to furnish required performance security in accordance with the terms of

tender document within the time frame specified by the Client.

(c) Fails or refuses to honour his own quoted prices for the services or part thereof.

(d) In such case, the bidder is also liable to be debarred from future tendering.

3.7 No interest shall be paid on the earnest money deposit.

3.8 The EMD in respect of the Agency which does not qualify shall be returned without any interest. **However, the EMD in respect of the successful tenderer shall be adjusted towards the Performance Security Deposit. Further, if the Agency fails to provide services against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.**

#### 4. **VALIDITY OF BIDS**

4.1 Bids shall remain valid and open for acceptance for a period of **120 days** from the last date of submission of Bids.

4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

4.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

#### **PREPARATION OF BIDS**

5.1 Bids shall be obtained as under :

The bid should be sealed by the bidder in an envelope duly super-scribed as “Bid for Tender **“AN/AAO/Outsourcing/Security/Vol-III dated 01/03/2019”** with the Name and address of the Bidder. The bids are to be opened and evaluated by a competent committee in the office of the Area Accounts Office, Bivar Road, Shillong.

5.2 **Preparation of Bid:** The Bid should be prepared as per the instructions given in the Tender Document alongwith all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

- a. Bid Submission Form duly signed and printed on Company’s letterhead.
- b. Signed and Stamped on each page of the tender document.
- c. Bidders profile and undertaking, duly filled and signed.
- d. Earnest Money Deposit of **Rs.44,378/-**
- e. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in the tender document.
- f. The Price Schedule as provided in the Tender Document duly filled and signed and stamped.

#### 6. **SUBMISSION OF BIDS**

6.1 The Bidder shall submit his bid in a sealed envelope duly superscribed as **“AN/AAO/Outsourcing/Security/Vol-II dated 21/03/2019”**.

6.2 The Technical Bid alongwith EMD shall be submitted not later than 10.00 hours of 21/03/2019 addressed to Sr. Accounts Officer (AN), Office of the Area Accounts Office, Bivar Road, Shillong – 793 001.

6.4 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.

6.5 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time.

## 7. **BID OPENING PROCEDURE**

7.1 **The Technical Bids** shall be opened in the Committee Room of the Area Accounts Office, Bivar Road, Shillong **on 22/03/2019 at 14:00 hrs** by the Committee authorized by the competent authority of the Office of the Area Accounts Office, Bivar Road, Shillong in the presence of such bidders or their representatives who may wish to be present. **Commercial Bids** shall be opened at the same location on **25/03/2019 at 14:00** hrs by the same committee.

7.2 A letter of authorization shall be submitted by the Bidder's representative before opening of both the Bids.

7.3 Absence of bidder or their representative shall not impair the legality of the opening procedure.

7.4 All the present Bidders or their representative shall be required to sign the main bid envelope to ensure the correctness of the bid.

7.5 Refusal to sign the bid envelope by the bidder or his representative, may disqualify his bid based on the decision of the Tender Opening Committee.

7.6 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.

7.7 Invalid Bids shall be returned on the spot, if the bidder or his representative is present. In other cases, the bids shall be dispatched by speed post to their address with the remarks of the Tender Opening Committee.

## 8. **CLARIFICATION ON BID EVALUATION.**

8.1 The bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.

8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.

8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1.

## 9. BID EVALUATION PROCEDURE

9.1 The bid evaluation shall be done based on the following criteria:

- (i) The responsiveness of the bid, i.e; receipts of duly filled, signed and accepted bid documents in complete form, including Authorisation letter.
- (ii) Receipt of valid EMD with requisite amount in acceptable format.
- (iii) Documents in proof of meeting the minimum eligibility criteria.
- (iv) **Before evaluating the financial aspect, the minimum eligibility criteria shall be evaluated and those bidders found not meeting the minimum criteria shall be declared as INELIGIBLE on the spot, and their financial bid shall not be evaluated.**
- (v) Any other documents required to support the responsiveness of the bidder, as per tender.
- (vi) The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.
- (vii) Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process.

## 10. DETERMINATION OF THE SUCCESSFUL BIDDER

10.1 The Bidder meeting the minimum eligibility criteria with the lowest bid price, subject to arithmetical correction, shall be deemed as the successful Bidder.

10.2 In the event of more than one bidder with the lowest price bids (say equal), the bidder with the highest 'cumulative annual turnover of the last 3 financial year would be deemed as 'Successful Bidder' with respect to the submission of proof of documents as submitted by the bidder.

## 11. RIGHT OF ACCEPTANCE:

11.1 The Office of the Area Accounts Office, Bivar Road, Shillong reserves all rights to reject any bids including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the Area Accounts Office, Bivar Road, Shillong in this regard shall be final and binding.

11.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

11.3 The competent authority of the Area Accounts Office, Bivar Road, Shillong reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this shall be binding on the bidders.

11.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Office of the Area Accounts Office, Bivar Road, Shillong reserves the right to award the contract to the next higher bidder or any other outside agency.



11.5 The Office of the Area Accounts Office, Bivar Road, Shillong shall terminate the Contract if it is found that the Contractor was black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc. In such case, the Contractor is also liable to be blacklisted by the Client.

## **12. NOTIFICATION OF AWARD BY ISSUANCE OF ‘LETTER OF ACCEPTANCE’**

12.1 After determining the successful bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by him.

12.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

12.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor to mobilize the man power.

## **13. PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)**

13.1 The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of any nationalized bank, a sum equivalent to **5%** of the accepted contract value in favour of Area Accounts Office, Bivar Road, Shillong. The Bank Guarantee shall be forfeited by order of the competent authority of the Office of the Area Accounts Office, Bivar Road, Shillong in the event of any breach or negligence or non-observance of any term/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. The Contractor is also liable to be blacklisted by the Client in such cases. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Area Accounts Office, Bivar Road, Shillong sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm’s bill has been received and examined.

- a) If the contractor is called upon by the competent authority of the Office of the Area Accounts Office, Bivar Road, Shillong to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Office of the Area Accounts Office, Bivar Road, Shillong shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the Client, which may have been issued to the contractor

## **14. ISSUANCE OF ‘NOTICE TO PROCEED’**

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorising him to take possession of the Office Locations alongwith relevant information / inputs.

## **15. SIGNING OF CONTRACT AGREEMENT**

- 15.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement.
- 15.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 15.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within **Two (2) days** of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 15.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

## **16.INSOLVENCY**

- 16.1 The competent authority of the Office of the Area Accounts Office, Bivar Road, Shillong may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Client and provided also that the contractor shall be liable to pay the Client for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

**SECTION-4**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1. SERVICES REQUIRED BY THE CLIENT**

- 1.1 The Contractor shall be providing guarding services in Client's premises as per the details given herein, or any other location as required by the Client to be read with the Assignment Instructions stated in the Schedule of Requirements.
- 1.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of Bidding process.
- 1.3 The Contractor shall ensure deployment of security personnel in 8 hours shift in all the locations. The Contractor shall provide security services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

**2. COMMENCEMENT OF SERVICES**

The Contract shall become legally binding and in force only upon :

- 2.1 Submission of Performance Bank Guarantee.
- 2.2 The Contractor shall commence guarding services in Client's premises within 30 days from the date of receipt of Notice to Proceed.
- 2.3 **The Contractor shall submit detailed resume in respect of the Security-cum-Housekeeping Staff along with Photographs duly attested by their firm and verified by the Police after commencement of the guarding services to Client's office. In the event of non compliance of the condition, the Contract is liable to be terminated and the Contract shall be awarded to the next higher bidder. The Contractor is also liable to be blacklisted by the Client.**
- 2.4 All statutory benefits like ESI/EPF, etc. shall be opened as per the details submitted above; no deviation in this regard shall be accepted.

**3. CONTRACTOR'S OBLIGATIONS**

- 3.1 The Contractor shall provide security-cum-housekeeping services at Client's premises as per assignment instructions stipulated in the Schedule of Requirements which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 3.2 In addition to the Assignment Instructions, Client shall issue instructions to the Contractor for security arrangements for all the locations. The Contractor shall ensure that all security instructions as per the directions of the Client are complied in totality. In cases of negligence of duties, or in cases of non compliances of the instructions, or in cases of breach of the conditions of the contract, the Contract shall be liable to be terminated, the security deposit submitted by the Contractor shall be forfeited and the Contractor shall be liable to be blacklisted by the Client.
- 3.3 The Contractor shall provide Security-cum-Housekeeping Services as per the Assignment

Instructions and as per the directions of the Client through its uniformed and trained personnel for the performance of its services hereunder and these Security-cum-Housekeeping personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.

- 3.4 The Contractor shall ensure that all the Security-cum-Housekeeping personnel are covered under the provisions of Minimum Wages Act. The Contractor shall also ensure that the salary of the Security-cum-Housekeeping personnel should not be less than the prevailing minimum wages under any circumstances.
- 3.5 The Contractor shall also ensure that all the Security-cum-Housekeeping personnel are paid their salary in accordance with the monthly contracted amount with the Client. In case it is found that the Contractor has disbursed salary to the personnel less than the amount contracted with the Client, the Contract shall be terminated without any prior notice, the security deposit of the Contractor shall be forfeited and the Contractor shall be blacklisted.
- 3.6 The Contractor shall ensure that all the Security-cum-Housekeeping personnel are covered under the provisions of EPF, ESIC and any other laws applicable from time to time while providing the services to Client. The Contractor shall ensure that the details of amount deducted on account of EPF and ESI and any other deducted amount from the Security-cum-Housekeeping personnel salary are submitted to the Client on a monthly basis. Reimbursement shall be done ONLY on production of the payment receipts.
- 3.7 The Contractor shall produce to the client the details of payments of statutory benefits like EPF, ESIC bonus, leave, Uniform, relief etc. from time to time to its personnel. The Contractor shall be required to produce the details of amount deposited with EPFO, ESIC and any other applicable organization in respect of the security personnel on monthly basis by 10<sup>th</sup> of the following month.
- 3.8 The Client shall have the right, within reason, to have any Security-cum-Housekeeping personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the Client in emergencies and in exempted situations.
- 3.9 The Contractor shall cover its Security-cum-Housekeeping personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 3.10 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Security-cum-Housekeeping Services in accordance with assignment instructions.
- 3.11 The Contractor shall ensure that its personnel do not allow any property of the Client to be taken outside of the premises without the written permission of the person(s) authorised by Client.
- 3.12 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.
- 3.13 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 3.14 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its

employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.

- 3.15 The Contractor shall provide uniform to its security personnel at its own cost.
- 3.16 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor from time to time to Client.
- 3.17 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel. Wages shall be paid by the Contractor to its personnel directly through bank transfer.
- 3.18 The antecedents of Security-cum-Housekeeping staff deployed shall be got verified by the Contractor from local police authority and an undertaking in this regard to be submitted to the Client.
- 3.19 Adequate supervision shall be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties.
- 3.20 The Contractor shall ensure preparation of the attendance register of all the security personnel site-wise. The attendance registers of all the sites shall be got verified by the Contractor on a daily basis with the competent authority of the Client.
- 3.21 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.

#### **4.CONTRACTOR'S LIABILITY**

- 4.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the Guarding and Housekeeping Services to the Client.
- 4.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
  - (i) caused by, resulting from or in connection with any Biological or Chemical Contamination or any Nuclear Risks;
  - (ii) consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of the Guarding Services to the Client.
- 4.3 The Contractor shall not Sub-Contract, transfer or assign the contract or any other part thereof without prior written permission of the Client. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and

cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

## **5.CLIENT'S OBLIGATIONS**

5.1 No employee of the Contractor shall be contracted or employed by the Client through any other contractor in similar manner within a period of 6 months of having left the services of the Client.

5.2 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the Security & Housekeeping Services are to be provided to enable Contractor's employees to carry out the Services. Such equipment and facilities shall include, without limitation, adequate heating/air, lighting, power, toilet facilities and chair, drinking water, office stationery, files, ledgers, registers etc.

5.3 The Client shall comply with and fulfill the security & housekeeping recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the required Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.

5.4 The Client shall provide such assistance as considered necessary.

## **6.LABOUR AND CONTRACTOR'S PERSONNEL**

### **6.1 Labour Compliances**

The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month alongwith the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.

6.2 Contractor shall at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.

## **7 Contractor's Personnel**

7.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the

responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.

7.2 The Contractor shall submit its Organisation Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel

7.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

## 8. VALIDITY OF CONTRACT

8.1 The contract, if awarded, shall be initially for a period of one year from the date of award. However, in cases of negligence in services or in case of unsatisfactory services or in cases of breach of conditions of contract by the Contractor, the Client shall have the right to terminate the contract without giving any prior notice forthwith in addition to forfeiting the security amount deposited by the contractor. In such cases, the Contractor shall be liable to be blacklisted by the Client solely at the discretion of the competent authority of the office of the Client. The initial period of one year can be further extended for two more terms of one year each, subject to satisfactory services at the sole discretion of the office of the Client.

8.2 **Number of Security-cum-Housekeeping Staff may be increased or reduced by giving one month prior notice by the client. Accordingly, daily wages and obligatory charges (EPF/ESI) as per accepted rate will be paid by the client, but rate of other charges will remain fixed.**

## 9. PAYMENTS

9.1 After Selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the guarding services. Payment will be made by respective office as mentioned in the Table at Clause 1.1 of Section 3.

9.2 The prices in the Price Schedule shall be exclusive of GST or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.

9.3 The Contractor shall raise invoice per month and submit the same to Client by 5<sup>th</sup> of every following month alongwith **proof of online payment (Bank Transfer) made to the labour by him** and other statutory payment to the concerned authorities.

9.4 The initial cost of the Contract shall be valid for a period of one year. No price escalation shall be entertained by the Client during the period and the extended period thereto. However, on revision of minimum wages, Employer's share of EPF/ESI, the Contractor may request in writing for enhancement of minimum wages accordingly to the Client, which shall be considered and agree, if found reasonable by the Client.

9.5 After expiry of the initial period of the Contract of one year and if the Contract is renewed by the Client, there will be no cost escalation. However, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.

9.6 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the **Price Schedule**.

- 9.7 All payments shall be made in Indian Currency by means of bank transfer through SBI CMP (State Bank of India Cash Management Product) .
- 9.8 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 9.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

## 10. **PENALTIES**

- 10.1 The Contractor shall disburse salary to its deployed guarding manpower, latest by 5<sup>TH</sup> of every month, failing which penalty of Rs.100/- per day will be imposed upto 15<sup>th</sup> of the month and thereafter the contract shall be liable to be terminated, the Security Deposit / Performance Bank Guarantee shall be forfeited and the Contractor is liable to be blacklisted by the Client. In such cases, the Client shall have the power to appoint any other agency for the security services at the risk and cost of the Contractor.
- 10.2 Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction as per the directions of the Client, it will be brought to the notice of Contractor by the Client and if no action is taken immediately, penalty of Rs.500/- per day per complaint will be imposed by invoking penalty clause.
- 10.3 Besides, deploying the minimum requirements of number of security guards / housekeeping staff in the Client's premises, the Contractor shall also ensure that adequate numbers of personnel are available with the Contractor as a pool of standby manpower, if required. If the required number of security guards/housekeeping staff are less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day shall be deducted from the bill(s).
- 10.4 In case the Contractor fails to fulfil the minimum statutory requirements like payment of Minimum Wages, Benefit of EPF, ESIC, Leave, Gratuity etc. as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.
- 10.5 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.

## 11. **GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

- 11.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be



referred for adjudication to the arbitration of a sole arbitrator to be appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Guwahati and the decision of the arbitrator shall be final and binding on the parties.

**11.2 Jurisdiction of Court:** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Guwahati.

## **12.TERMINATION**

**12.1** This Contract may be terminated forthwith by either party by giving written notice for a minimum period of one month to the other if the other party is in material breach of its obligations under this Agreement and, in the case of such breaches as are capable of being remedied, fails to remedy that breach within Thirty Two days of receiving notice of such breach; or

**12.2** The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:

In case of breach of any of terms and conditions of the Contract and/or unsatisfactory services by the Contractor and/or the Contractor goes bankrupt and becomes insolvent, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event security deposit in the form of performance Bank Guarantee shall be forfeited and in such event the Contractor is liable to be blacklisted by the Client.

## **13.DISCLAIMER**

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their spouse.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

## **SECTION-5**

### **SCHEDULE OF WORKS/ REQUIREMENTS**

In this Schedule of Requirements, the details of security-cum-housekeeping services to be provided by the Contractor and also other information, instructions of the Client and instructions to the Contractor's employees posted at the Clients' site are and all such other aspect of the Contracts are to be mentioned.

#### **1. GENERAL INSTRUCTIONS**

1.1 The Contractor shall deploy all security-cum-housekeeping staff at the Client facility in the manner and as per the instructions of the Client.

1.2 The Contractor shall ensure that all security-cum-housekeeping staff are fully conversant with the premises and with the client's business activities and it's related security-cum-housekeeping staff requirements. Hence the staff will observe / ensure the following :

#### **1.3 CODE OF CONDUCT**

The Contractor shall ensure that their security personnel

- (i) Are always smartly turned out and vigilant.
- (ii) Are punctual and arrive at least 15 minutes before start of their shift. Delayed arrival of the reliever shall invite penalty of Rs.250/- per delay.
- (iii) Take charges of their duties properly and thoroughly.
- (iv) Perform their duties with honesty and sincerity.
- (v) Read and understand their Post and site instructions and follow the same.
- (vi) Extend respect to all the Officers and staff of the office.
- (vii) Shall not drink on duty, or come drunk and report for duty.
- (viii) Will not gossip or chit chat while on duty.
- (ix) Will not leave the post unless their reliever comes.
- (x) Will never sleep while on duty post.
- (xi) Will not read newspaper or magazine while on duty.
- (xii) Will immediately report if any untoward incident / misconduct or misbehaviour occurs, to the Contractor and the Client.
- (xiii) When in doubt, approach concerned person immediately.
- (xiv) Will take periodic rounds around the premises.
- (xv) Security should not leave the post without the knowledge of their Supervisor. If necessary the needful arrangement will be made by the Supervisor.
- (xvi) Security personnel should get themselves checked whenever they go out by the other shift security.
- (xvii) Are extremely courteous with very pleasant mannerism.

1.4 The Contractor or any of his employees shall not MISUSE the Client's buildings/guest houses/ facilities other than for bona fide duties. In case of breach of this condition, such person/s, including the Contractor himself, shall be declared PERSONA NON-GRATA within the Client's premises.

## SECTION-6 PRICE SCHEDULE

### QUOTE YOUR PRICES

Sl. No.	Category	Quoted Amount per year  (Rs.)
1.	Please quote total bid price for providing Security-cum-Housekeeping services  <i>Please insert total of Column 13 of Table 'A'</i> <i>(Please quote break-up in Table A)</i>	
	(Rupees....)	

**\*\*Note:**

- (i) The bidders are required to quote the break-up / bifurcation of above quoted prices in Table 'A' of Price Bid.
- (ii) ***Abnormally low or high rates quoted by vendors will be summarily rejected. GST Deduction at Source @ 2% over the total cost of contract and Income Tax Deduction at Source @1 to 2% over contractor profit may please be considered while quoting rates.***
- (iii) Payments shall be made by the Client as per the terms and conditions of the Tender Documents.
- (iv) Prices (Contractor's Profit) shall be valid for a period of one year. However, on revision of minimum wages, Employer Share of EPF/ESI, Contractor may request in writing for enhancement of minimum wages accordingly to the Client, which shall be considered and agreed, if found reasonable by the Client.
- (v) The charges on daily wages shall be on 26 days a month basis (as per the norms of Chief Labour Commissioner (Central) applicable for Shillong ).
- (vi) Minimum rate of wages notified by the Chief Labour Commissioner (Central) includes the wages for weekly day of rest.
- (vii) The quoted consolidated monthly amount shall be inclusive of all charges including Client's contribution towards ESI, PF, Gratuity, Bonus, Leave, Substitutes, uniform and training.
- (viii) The prices (Contractor's Profit) in the Price Schedule shall be exclusive of any tax or/ and other applicable taxes as may be levied by the Government from time-to-time

and the same shall be charged in addition to the applicable rate.

- (ix) The Contractor shall mandatorily ensure that the cost per head as shown in Table 'A' is paid as monthly wages to their employees who are deployed in Client's premises for different services through bank transfer/online payment.
- (x) Lowest Bid (L1) will be determined based on the total cost of the bids.

**TABLE-'A'**

**PRICE BID FORMAT FOR SECURITY-CUM-HOUSEKEEPING AT AAO, SHILLONG**

SI No	Particulars	Statutory Rate	Quote		
			Security	Housekeeping	Conservancy
1	Wage	---			
2	ESI Employer Share	4.75%			
3	EPF Employer Share	13.00%			
4	Sub-Total (1 + 2 + 3)	---			
5	Contractor Service Charge over Wage ( in -----% )	---			
6	Sub-Total (4 + 5)	---			
7	Basic Cost per month (Row 6 x 26)	26			
8	GST (over Row 7)	18%			
9	Total cost per month including Tax (7 +8 )	---			
10	No of persons to be deployed	---	5	3	1
11	Total cost per month for total person deployed (9 x 10)				
12	Total cost per year (11 x 12 months)				
13	Overall Cost				

**Total Contract Value (in words & figures) for the whole year including all taxes and other charges, for 05 Security and 04 Housekeeping Staff:-**

-----

**DEDUCTIONS:** Income tax as applicable shall be deducted at source. The Service Providing Company/Agency/Firm shall be responsible for meting out all the tax implications as per Rules of other Government Departments.

**Notes:**

1. Housekeeping includes sweeping and cleaning services also.
2. The rates quoted by the tendering Agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.

3. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by the Service providing Company/Agency/Firm during the month.
4. Minimum wage for workers employed in sweeping and cleaning (as per Central Labour Commissioner's Rate) in Shillong area – which is a Class B City – is Rs. 448/- per day w.e.f. 01.10.2017.
5. Minimum wage for workers employed in watch and ward without arms (as per Central Labour Commissioner's Rate) in Shillong area – which is a Class B City – is Rs. 593/- per day w.e.f. 01.10.2017.
6. Quotations of contractor quoting 'zero' contractor's service charge will be summarily rejected.
7. L1 on price bid will be evaluated based on Minimum Wage per person & Contractor's Service Charge, other things being statutory in nature and will not be considered in determining the L1 vendor.

**SECTION-7  
FORMS**

<b>FORM-I-</b>	<b>BID SECURITY FORM (To be used for EMD in case submitted by Bank Guarantee)</b>
<b>FORM -2</b>	<b>BIDDER'S PROFILE</b>
<b>FORM-3</b>	<b>FORM FOR INCOME STATEMENT</b>
<b>FORM-4</b>	<b>ARTICLES OF AGREEMENT</b>
<b>FORM-5</b>	<b>PERFORMANCE BANK GUARANTEE</b>
<b>FORM-6</b>	<b>LETTER OF AUTHORISATION FOR ATTENDING BID</b>
<b>FORM-7</b>	<b>CERTIFICATE FOR NON PARTICIPATION OF RELATIVE</b>

**FORM-I**

**BID SECURITY FORM**

No.....

Date.....

To

**The Area Accounts Office,  
Bivar Road, Shillong – 793 001 (hereinafter called “The Owner)**

Whereas M/s.....(Hereinafter called “the bidder”) has submitted its bid dated.....for providing security-cum-housekeeping services on contract basis under Tender No. AN/AAO/OUTSOURCING/SECURITY/VOL-II dated 20.04.2018 KNOW ALL MEN by these presents that WE

.....of having our registered office at .....

(Hereinafter called ‘the Bank’) are bound unto The Owner in the sum of Rs ...../- (Rupees .....only) for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
  - (a) fails or refuses to execute the Contract, if required;

OR

  - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

OR

  - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in .....of the Bid document up to 120 days and including Thirty Two (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness

Address of witness

Signature of the Bank Authority

Name

Signed in capacity of

Full address of Branch

Tel No. of Branch

Fax No. of Branch

**FORM-2  
BIDDER'S PROFILE**

1. Name of the firm.....
2. Name of the authorised person submitting the Bid “Shri/Smt.....
3. Designation of the authorized person submitting the Bid.....
4. Name, Designation, address and Mobile Number of alternate person.....  
.....
5. Address of the firm .....  
.....  
.....
6. Tel no. with STD code (O).....(Fax).....(R).....
7. Mobile No. of the person submitting the Bid.....
8. E-mail of the person submitting the Bid.....
9. Organization's email ID.....
10. Website Address.....
11. Registration & incorporation particulars of the firm:
  - i) Private Limited
  - ii) Public Limited
  - iii) Any other – Please specify.....
12. Name of Director(s)/Proprietor .....
13. Email ID of Director (s)/ Proprietor .....
14. Mobile Number of Director (s)/ Proprietor .....
15. Bidder’s bank, its address and current account number .....
16. Permanent Income Tax number, Income Tax circle .....
- (Please attach copies of income tax return for last three years) .....**
17. GST Number.....  
**(Please attach copies of GST Registration Number)**
18. EPF Registration Number.....



20. ESIC Registration Number.....

21. Particulars of EMD

- i) Demand Draft / Bank Guarantee No.....
- ii) Date.....
- iii) Name of Bank.....
- iv) Address of Bank.....
- v) Validity of BG/DD.....

22. Particulars of Tender Fee

- i) Demand Draft No. ....
- ii) Date. ....
- iii) Name of Bank.....
- iv) Address of Bank. ....
- v) Validity of DD.....

23. Description of similar work of Security or Housekeeping services executed during the last three years (Please furnish copies of EXPERIENCE certificate from the Government Department / Organization)

Description of Work / order executed	Actual Value of work / order executed	Name of Government Department / Organization	Start Date	Finish Date	Document evidence at page No.

**UNDERTAKING**

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. I/We give the rights to the competent authority of the Office of the Area Accounts Office, Bivar Road, Shillong to forfeit the Earnest Money/Security money deposit submitted by me/us in case of breach of conditions of Contract and take action for blacklisting my/our agency.
4. I/We also give rights to the competent authority of the Office of the Area Accounts Office, Bivar Road, Shillong to forfeit the Earnest Money Deposit and initiate action against our agency for blacklisting in case our agency fail to accept the work order and/or execute the contract agreement, or in cases of negligence in providing services, or in case of breach of contract.
5. I/We also give rights to the competent authority of the Office of the Area Accounts Office, Bivar Road, Shillong to forfeit the Earnest Money Deposit and initiate action against our agency for blacklisting in case our agency fail to submit the performance bank guarantee in accordance with the terms and conditions of the tender document / contract agreement / Letter of Acceptance.
5. I hereby undertake to provide the items as per the directions given in the tender document/contract agreement.

**Place:**

**Date:** Signature of Bidder/Authorized signatory

**FORM-3**

**FORM FOR INCOME STATEMENT/Financial Capacity**

<b>Description</b>	<b>Financial Years</b>		
	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>
<b>Annual Income</b>			
<b>Annual Expenses</b>			
<b>Profit</b>			

**FORM-4**

**CONTRACT AGREEMENT NO.....2019**

THIS AGREEMENT is made on ..... between **Office of the Area Accounts Office** (hereinafter referred to as “Client” which expression shall include his successors and assigns), and whose principal place of office is at **Bivar Road, Shillong – 793 001** of the One Part,

**AND**

**M/s.....**having its registered office at.....(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing security service.

- I. **WHEREAS** the Client invited bids through open tender, vide Notice Inviting Tender dated ..... for “**availing security and housekeeping services at its office premises and guest house complex under Tender No. ....**”
- II. **AND WHEREAS** the Contractor submitted his bid vide..... in accordance with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
- III. **AND WHEREAS** the Client has selected **M/s.....**as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No. ....**, to the Contractor on ..... for a total sum of ..... [Rupees ..... Only].
- IV. **AND WHEREAS** the Client desires that the security services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the guarding services of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII **AND WHEREAS** the Contractor has fully read, understood and shall abide by all

the terms and conditions as stipulated in the Tender Documents for providing guarding services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII. The Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) The Letter of Acceptance (LoA) issued by the Client.
  - (b) Notice to Proceed (NTP) issued by the Client
  - (c) The complete Bid including tender document including tender document with detailed terms and conditions of the Contract, as submitted by the Contractor.
  - (d) The Addenda, if any, issued by the Client.
  - (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
  - (f) Charges – Schedule annexed to this Article of Agreement
  - (g) Supplementary Agreements executed from time to time.
3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

VII. **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of  
**Area Accounts Office, Bivar Road,  
Shillong**

**(Authorised Signatory)**

**(Authorised Signatory)**

**FORM-5**

**PERFORMANCE BANK GUARANTEE**

(To be executed on non Judicial stamped paper of an appropriate value)

Date : .....

Bank Guarantee No : .....

Amount of Guarantee : .....

Guarantee Period : From ..... to.....

Guarantee Expiry Date : .....

Last date of Lodgement : .....

**WHEREAS** Office of the Area Accounts Office, Bivar Road, Shillong having its office at **Bivar Road, Shillong – 793 001** (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance(LoA)*] (“**Contract**”) with [*insert name of the Successful Bidder*]

.....(hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of guarding services (“**Guarding Services**” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof.

**AND WHEREAS** one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Shillong for an amount equal to 5% (five percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the

Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Warranty Period including any extension thereof.

**AND WHEREAS** the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the “**Bank**”) having its registered office at [*insert the address*] .....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the

Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding *[figure of Guaranteed Amount to be inserted here]* .....  
... ..only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Guwahati for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed within the stipulated period from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
  
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted] .....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

**FORM-6**

(Letter of Authorisation for attending Bid Opening)

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING  
(To reach on or before time of bid opening (Technical and Financial))**

To

The Sr. Accounts Officer (AN)  
Office of the Area Accounts Office,  
Bivar Road, Shillong – 793 001

Subject: Authorization for attending bid opening on \_\_\_\_\_ (date) in the  
Tender No. \_\_\_\_\_ .

Following persons are hereby authorized to attend the bid opening for the tender  
mentioned above on behalf of \_\_\_\_\_ (Bidder)  
in order of preference given below.

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signatures</b>
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I.

II.

Alternate Representative

Signatures of Bidder

Or

Officer authorized to sign the bid

Documents on behalf of the Bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received



**FORM-7**

**CERTIFICATE**

**Certificate on Non-Participation of near Relatives in the tender**

I \_\_\_\_\_, S/O \_\_\_\_\_, R/O

\_\_\_\_\_ hereby certify that none of my relative(s) as defined in Section 12 of tender document is/are employed in Area Accounts Office, Shillong Organisation as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, Area Accounts Office, Shillong shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

*Signed* \_\_\_\_\_

For and on behalf of the Bidder  
Name (caps) \_\_\_\_\_

Position  
\_\_\_\_\_

*Date*  
\_\_\_\_\_

