

Arunachal Pradesh State Council for Science & Technology
Department of Science & Technology
Govt. of Arunachal Pradesh
ESS-Sector
Itanagar – 791 113

As Implementing Agency

INVITES

TENDER FOR

**ENGAGEMENT OF AGENCY FOR PROVIDING SECURITY & CONSERVANCY
SERVICES**

AT

ARUNACHAL PRADESH SCIENCE CENTRE

I.G. PARK, ITANAGAR-791 111

**Arunachal Pradesh state Council for Science & Technology.
Govt. of Arunachal Pradesh, Itanagar**

COVER – I

BID DOCUMENT

**NAME OF THE WORK : ENGAGEMENT OF AGENCY FOR
PROVIDING SECURITY & CONSERVANCY
SERVICES AT ARUNACHAL PRADESH
SCIENCE CENTRE I.G. PARK, ITANAGAR-
791 111**

ESTIMATED COST : Rs.14.00 lakh

**BID IDENTIFICATION NO : SRSC/19/2006-07
Date: 26 / 11/ 2018**

**OFFICE OF THE DIRECTOR CUM MEMBER SECRETARY,
ARUNACHAL PRADESH STATE COUNCIL FOR SCIENCE &
TECHNOLOGY, ITANAGAR**

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I

**NOTICE INVITING TENDER FOR SECURITY AND CONSERVANCY
CONTRACT AT ARUNACHAL PRADESH SCIENCE CENTRE
ITANAGAR 791 111**

File No. SRSC/19/2006-07

Dated. 26.11.2018

1. The Director cum Member Secretary, APSCST, ESS-Sector, Itanagar, invites Open Tenders from reputed Security Service Provider for the security and conservancy service at Arunachal Pradesh Science Centre, I.G. Park, Itanagar.

Sl. No	No Name of work	Estimated cost	EMD	Cost of Bid document	Period of Contract
1	Providing of Security and Conservancy service at Arunachal Pradesh Science Centre I.G. Park, Itanagar	Rs. 14/- Lakh	Rs.14,000.00	Rs. 1000/- (Non refundable)	1 Year

2. Tender documents consisting of, terms & conditions of contract and other necessary Documents can be obtained from the office.
3. Tender must be accompanied by Earnest Money Deposit and paper cost in shape of demand draft payable at Itanagar from any Nationalized Bank in favour of “Arunachal Pradesh State Council for Science & Technology”.
4. Tender must be accompanied with copies of, Experience Certificate, and clearance certificate on GST, PAN, and other relevant documents as specified in the Bid document.
5. The Tender documents will be available at the website ardst.arunachal.in from 14.00 Hours of 01 /12/ 2018 to 16.00 Hours of 21 /12/2018.
6. Sealed two part tenders super scribing the name of work are to be submitted to the Director cum Member Secretary, Arunachal Pradesh State Council for Science & Technology, ESS-Sector, Itanagar, through “SPEED POST/REGISTERED POST or BY HAND” on or before 16:00 Hours of 21 /12/2018 .
8. Technical Bids shall be opened at 15.00 Hour on 24/12/2018 in the office of the Director cum Member Secretary, Arunachal Pradesh State Council for Science & Technology, ESS-Sector, Itanagar, in the presence of bidders who wish to attend or their authorised representatives. If the office happens to be closed on the stipulated date of opening of Bids as specified, the bids will be opened on the next working day.

9. Interested parties may like to visit the site Arunachal Pradesh Science Centre, I.G. Park, Itanagar, on any working day (except Monday), between 09:30 Hours to 04:30 hours, at their own expenses with prior intimation.
10. Other details can be seen in the bidding documents.
12. The authority reserves right to cancel any or all bids without assigning any reason thereof.

Sd/
Director cum Member Secretary
Arunachal Pradesh state Council for Science & Technology,
Itanagar

Memo No. SRSC/19/2006-07/Security

Date: 26/ 11/ 2018

Copy to:

1. The PA to Chairman, APSCST, Itanagar, for information please.
2. The Dy.Director, (Admin), APSCST, Itanagar, for information and necessary action.

They are requested to upload the detailed tender call notice and BID Document in the APSCST website for wide circulation and down loading (soft copy enclosed).

Encl: As above

3. All Divisional heads/Notice Board, APSCST for information and wide circulation.

Sd/
Director cum Member Secretary
Arunachal Pradesh state Council for Science & Technology,
Itanagar

SECTION-1

1. DEFINITIONS

APSCST shall mean The Arunachal Pradesh State Council for Science & Technology, Ess-Sector, Itanagar

APSC shall mean The Arunachal Pradesh Science Centre, I.G. Park, Itanagar.

Bidder shall mean the firm who participates in the tender and submits its Bid.

Bid/ Proposal shall mean the Bid submitted by the Bidders in response to this tender.

Bid Validity Period shall mean a period of not less than **180 days** from the last date for submission of the Bid Proposal.

Services shall mean providing Security services to Arunachal Pradesh Science Centre, I.G. Park, Itanagar-791 111

Successful Bidder The Bidder who interalia meets the following requirements

- (a) Meets the Technical and Financial criteria;
- (b) Whose Bid Proposal are acceptable to the Tender committee of APSCST and
- (c) adheres / consents to adhere to all other conditions laid by APSCST.

2. BRIEF ABOUT Arunachal Pradesh science Centre Itanagar

Arunachal Pradesh Science Centre is setup with the objective of popularising science and inculcates scientific temper among students and people of Arunachal Pradesh.

3. **BID SCHEDULE & VENUE**

S. No.	Activity	Scheduled Date & Time
1.	Date of commencement of Bid	From The date of Publication i. e. 01 .12.2018

	Document	
2.	Pre-Bid Conference	_____
3.	Last Date to obtain Bid Document	Can be downloaded from 21.12.2018 from the website of APSCST Website address www.ardstarunachal.gov.in
4.	Submission of Technical & Financial Bid	Bids should be dropped in TENDER BOX NO. 1 for the same purpose, upto 21 .12.2018 by 3:00 PM.
5.	Location of Tender Box	A.P. State Council for Science & Technology, Dept. of Science & Technology, Govt. of Arunachal Pradesh, ESS-Sector, Itanagar 791-113
6.	Venue of Opening of Technical Bid	Do
7.	Date & time of Opening of technical Bid	At 4.00 PM on 24.12.2018
8.	Financial Bid	Will be conveyed to the bidders who qualify the Technical Bid.

4. THE TENDER

On behalf of Arunachal Pradesh State Council for Science & Technology, (being Implementing Agency) Government of Arunachal Pradesh, Itanagar invites tenders for engagement of a Security Agency for providing Security and Conservancy Services at Arunachal Pradesh Science Centre, Itanagar, subject to terms and conditions given hereunder for a period of one year and Draft of Rs. 1,000.00 as a Tender Cost in favour of “**Director cum Member Secretary, Arunachal Pradesh State Council for Science & Technology**” payable at Itanagar has to be enclosed along with the tender in the technical bid.

4.1 SUBMISSION OF BID

The Bidding Process shall be in two parts, viz.

Part- I : Technical Bid

Part- II: Financial Bid

The tenders are required to be submitted in two sealed envelopes duly marked A&B separately i.e. Envelope (A) will contain Tender application Form along with document of eligibility criteria and earnest money and other supporting documents, super scribing the same as **“Technical Bid for engagement of a Security Agency to provide security services to APSC, Itanagar, 791 111.** Envelope (B) will contain the rates offered by the Tenderes in the prescribed proforma along with **each page of terms and conditions duly signed** super scribing the same as **“Financial Bid for engagement of a Security Agency to provide security and conservancy services to APSC, Itanagar-791 111.** The envelope ‘B’ will be opened only if the tenderer fulfills the eligibility criteria as contained in envelope ‘A’. The envelopes containing the Technical Proposals, Financial Proposals, EMD shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked **“DO NOT OPEN, BEFORE [insert the time and date of the opening of Technical Bid]”**and super scribing the same as **“Bid for engagement of a Security Agency to provide security and conservancy services to APSC, Itanagar-791 111”.** APSCST shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. **If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.**

The bidder should take care in submitting the bid properly filed so that enclosed papers are not found loose and fall apart at the time of opening of the tender or later. The bid document should be properly numbered and signed on each page by the authorised signatory of the company under company seal and submitted in a file in proper manner so that paper do not bulge out and tear during scrutiny.

4.2 Parts of Technical Bid

ANNEXURE I	contains instructions for the bidders.
ANNEXURE II	is the format for Technical Bid
ANNEXURE III	Declaration by bidder.
ANNEXURE IV	Covering letter for submission of proposal by Security Agencies
ANNEXURE V	Detailed terms & conditions - To be submitted along with Technical Bid

4.3 Part of Financial Bid

ANNEXURE VI	is the format for Financial Bid.
ANNEXURE VII	Covering letter for submission of Financial Bid

Bids with all the relative annexure as above should be dropped in **TENDER BOX No. 1** kept at The APSCST, ESS-Sector, Itanagar 791-113 by the date of Submission of Bid as per Bid Schedule/Venue as per point No 3.

To ensure uniformity at the time of evaluation and finalization of offers the bidder shall *strictly follow the format & procedure* indicated in the Annexure.

4.4 Earnest Money Deposit

Technical Bid must be accompanied by a Pay order/demand Draft of **Rs.14,000/-** (Rupees Fourteen Thousand only) favouring “**Director cum Member Secretary, A.P. State Council for Science & Technology**” towards EMD payable at Itanagar. **Technical bids not accompanied with the above Pay order/Demand Drafts are liable to be rejected.** The Pay order/demand draft should be from Scheduled banks and Nationalised Banks. The EMD of unsuccessful bidders will be returned to them on completion of the tender process. No interest shall be paid on the EMD. If any of the selected bidders, refuses/ or is unable to execute the order, his EMD will be forfeited.

4.5 EXAMINATION OF TECHNICAL BIDS: The Technical bids will be examined by the Technical Committee of APSCST which may call for clarifications/ additional information from the bidders which must be furnished to the Technical Committee in the time stipulated by the Technical Committee.

4.6 VALIDITY OF TENDER: Financial Bid of the bidders short-listed by the Technical Committee will only be opened. The rate quoted in Financial Bid should be inclusive of all taxes, duties, etc. The quote should be firm and valid for six months from the date of Tender Closing Date i.e. 21.12.2018. No price escalation on any ground whatsoever will be entertained during the period of validity of the rates.

4.7 The tender shall be awarded to the lowest Financial Bidder selected through the evaluation of Technical Bid process.

Yours Faithfully

-sd-

C.D. Mungyak

Director cum Member Secretary

5. INSTRUCTIONS TO THE BIDDER

5.1 GENERAL TERMS & CONDITIONS OF THE TENDER

- 5.1.1 Sealed tenders (superscribing Bid for Providing Security Services) are invited from Bonafide Security Agencies at the A.P. State Council for Science & Technology, ESS-Sector, Itanagar-791 113.
- 5.1.2 The response to the present tender will be submitted in two stage bidding process. The technical details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this tender document should be submitted. If short-listed, the Financial Bid of the bidder will be opened.
- 5.1.3 Tender should strictly conform to the specifications. Tenders not conforming to the specifications will be rejected summarily.
- 5.1.4 Any incomplete or ambiguous terms/conditions/quotes will disqualify the offer.
- 5.1.5 The original proposal, both technical and financial proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidders themselves. The person who signed the proposal must initial such corrections.
- 5.1.6 An authorized representative of the security agency shall initial all pages of the original Technical and Financial proposals. The authorization shall be in the form of a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial proposals shall be marked "ORIGINAL".
- 5.1.7 Any proposal received by the Employer after the deadline for submission shall be returned unopened.
- 5.1.8 APSCST reserves the right to accept / reject any or all quotations without assigning any reasons therefore.
- 5.1.9 Any new set of terms and conditions from the bidders is not acceptable to APSCST.
- 5.1.10 APSCST reserves the right to stop the tender process at any stage and go in for fresh tendering without assigning any reasons.
- 5.1.11 The bidder(s) who do not qualify in the technical bid will not be considered for financial bidding.

- 5.1.12 No binding legal relationship will exist between any of the Respondents and APSCST until execution of a contractual agreement / Issuance of Work Order. Bids must remain valid and open for evaluation according to their terms for a period of at least six (6) months from the time of submission of Bids.
- 5.1.13 APSCST may, in its absolute discretion, seek additional information or material from any Respondents after the Bids closes and all such information and material provided must be taken to form part of that Respondent's response.
- 5.1.14 Bidders should provide details of their Fax, email and full address(s) to ensure that replies to Bids could be conveyed promptly.
- 5.1.15 The Security Agencies shall possess the police verification certificates of its security guards and must attach the copies of verification certificates from Police Department.
- 5.1.16 The Security Agencies shall also attach list of its clients, performance certificates including Government bodies & PSUs.
- 5.1.17 Any sister concern of the applicant is not permitted to apply against the same tender. Sister concern means a company, partnership firm or proprietorship firm having one or more common persons as Directors/partners/owners in the applicant firm.
- 5.1.18 If APSCST, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then APSCST reserves the right to communicate such response to all Respondents.
- 5.1.19 APSCST may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the bid closes to improve or clarify any response.
- 5.1.20 Any form of canvassing / lobbying / influence / query regarding short listing, status, etc will be a disqualification.
- 5.1.21 The Proprietor/authorised representative of Security Agencies will be required to give a declaration in the enclosed Proforma (Annexure IV).
- 5.2.1 **NAME & NATURE OF WORK: "To Provide Security and Conservancy Services to Arunachal Pradesh Science centre (APSC), I.G. Park, Itanagar"**
- 5.2.2 Please read the terms & conditions governing the tender carefully.
- 5.2.3 Please fill in the relevant information in the blanks provided.

- 5.2.4 Please sign in full by the Authorised Signatory (ies) with Company Seal in all the relevant Annexure and return the complete set in sealed cover.
- 5.2.5 Sealed Envelop of Bids should be dropped in Tender Box kept in Admn Dept. of The A.P. State Council for Science & Technology, ESS-Sector, Itanagar-791 113. No advance copy of bid through Email/Fax or in any other form should be disclosed to any of the employee of APSCST/ bidder.
- 5.2.6 No consideration will be given to bids received after the time stipulated above and no extension of time will be permitted for submission of quotation.
- 5.2.7 The bidder will submit his Bids after carefully examining the document/conditions and the items covered under the tender.
- 5.2.8 Bids not fulfilling any or all of the conditions prescribed or which are incomplete are liable to be rejected.
- 5.2.9 All prices quoted in financial bid should be inclusive of all taxes, duties, levies etc APSCST will not issue certificates of any kind pertaining to tax exemptions. The rate of taxes & duties included needs to be mentioned in Financial Bid.
- 5.2.10 During the validity period of tender quotes, any upward change in the duty or tax are to be borne by the bidder. In the event of any downward revision of levies/duties etc., the same should be passed on to APSCST, notwithstanding what has been stated in the quotation or in the Letter of Intent.
- 5.2.11 Canvassing in connection with tender process is strictly prohibited and bids submitted by bidders who resort to canvassing are liable to be rejected.

6. CONDITIONS GOVERNING THE TENDER:

Signature: The authorised person(s) should sign the Tender Document and related Annexure only. A copy of the letter issued by competent authority authorising the person(s) to sign on behalf of the company should be enclosed.

7. SCOPE OF WORK

To provide security and conservancy services to Arunachal Pradesh Science Centre (APSC) I.G. Park, Itanagar-791 111.

8. MINIMUM ELIGIBILITY CRITERIA

The Bidder must satisfy the following minimum criteria.

- 8.1 The Security Agencies shall have at least experience of Three Years in this field and should have annual turnover of minimum **Rs.20.00 lakh** (Rupees Twenty Lakh) as receipts during the preceding three years (i.e. 2016-2017, 2017-2018 & 2018-2019). An audited copy of Balance Sheet, Profit & Loss account and Audit report if any & latest

Service Tax return, attested by a Chartered Accountant, be submitted as supporting documents.

- 8.2 The Security Agencies shall have at least 30 numbers of Security Guards in the Agency. The Security Agency shall give full details of man power strength, organizational structure, composition of Directors, Partners. The Security Agency will attach the proof of employment of its 30 security guards. The Security Agency shall also provide relevant information regarding its training facilities given to its security guards.
- 8.3 The Security Agencies blacklisted and/or debarred on the basis of FIR lodged against him or any other fault connected with Security services are not eligible. Bidder has to give a declaration as per Annexure-IV.
- 8.4 The Security Agencies should be registered with Provident Fund, ESI, and valid holder of Licenses obtained under various statues. In support, copies of Registration Certificates with the Government Departments are required.
- 8.5 The Security guards provided by the agency should be between 21-60 yrs Age

9. **BIDDER NOT TO MAKE ALTERATION IN TENDER DOCUMENT:**

No alterations, which are made, by the bidder in the specifications accompanying this notice shall be recognised, and if any such alterations are made, the quotation shall be invalid. Any quotation, which purports to alter, vary or omit any of the conditions herein, is liable to be rejected.

10. **BIDDER TO GATHER ALL INFORMATION**

- 10.1 Bidder to gather all information for the purpose of submission of bids. He will also bear cost for submitting the bid.
- 10.2 The bidder must obtain for himself on his own responsibility and at his own expenses all the information necessary including risks, contingencies and other circumstances to enable him to prepare a proper quotation and to enter into a contract with APSCST.
- 10.3 The bidder should also bear all the expenses in connection with the preparation and submission of his quotation.
- 10.4 The bidder whose quotation is accepted shall not be entitled to make any claim for increase in the rates quoted and accepted.

11. **RATES SHOULD BE COMPLETE IN ALL RESPECTS.**

- 11.1 The rates must be complete in itself, properly worked out to cover all the bidder's obligations under the contract and all matters and things necessary for the proper completion of the work, and the rates quoted therein must be correct and sufficient to cover the bidder's costs, overheads and profits etc. The same shall not be allowed to be reworked.

11.2 The Security Agencies are required to quote their rates in terms of Rs. Per security guards with break up i.e. ESI, PF, DA, Service Tax etc.

11.3 The participating tenderers shall quote their rates on a firm and fixed basis. Conditional or incomplete tenders are likely to be summarily rejected.

12. **VALIDITY PERIOD OF BID**

The bid should be firm for a minimum period of six months from the date of submission of bids.

13. **Rights of APSCST:**

13.1 APSCST/APSC does not bind itself to accept the lowest quote and reserves the right to reject any or all the quotes received, without assigning any reason therefore.

13.2 While placing the award of contract, APSCST further reserves its right to delete or reduce any item without assigning any reason therefore.

14. **PAYMENT TERMS:**

Payment will be made by the Council to the Security Agency on monthly basis and normally within 15 days on receipt of the bill(s) provided the Security Agency has complied with all the terms and conditions of the contract. The payment for a particular month will be made in full only after verifying the attendance of the security guards at its offices.

15. **SUBCONTRACTING NOT ALLOWED WITHOUT PERMISSION OF APSCST.**

The bidder shall not, without the prior written consent of APSCST sub-contract or permit anyone other than the bidder's own personnel to perform any of the work, services or other performance required of the bidder.

16. **DETAILED TERMS & CONDITIONS**

Detailed terms & conditions are given in Annexure-VI. The bidders are required to submit the same, duly signed, along with the Technical Bid.

17. **FORMAL AGREEMENT**

After the award of Contract, the bidder will be required to enter into an agreement with APSCST within Fifteen days as per proforma "A" containing terms and conditions governing the contract.

Format for Technical Bid

To,

The Director cum Member Secretary.
A.P. State Council for Science & Technology
Department of Science & Technology
Govt. of Arunachal Pradesh
ESS-Sector,
Itanagar – 791113

Description of the works : Engagement of Security Agency by APSCST at APSC, I.G. Park, Itanagar 791 111.

1.	Name of The Bidder (Company Name)/Firm Name etc.	
2.	Address of Corporate Office	
3.	Address of Dealing Branch Office	
4.	Telephone No	
5.	Fax No.	
6.	Contact Person for the Project With Telephone No, Email	
7.	Details of work experience with proof a) with Govt. bodies/PSUs b) with any other company	
8.	Type of Business	

9.	<p>Details of sister concerns</p> <p>(i) Name and Address</p> <p>(ii) Activities engaged in by sister concerns</p> <p>(iii) Name, address and telephone numbers of proprietors/Directors/Partners of Sister concerns</p>	
10.	<p>Constitution of the Firm Whether proprietor or Partnership or Co.op. society or Company (enclose copy of partnership deed/registration of society/Memorandum and Articles of Association, duly attested)</p> <p>Whether registered or not, in case registered, Registration No. and date/ place of Registration or incorporation. Whether registered with DGR</p>	<p>If Yes, Registration No.</p>
11.	<p>PF No.</p> <p>ESI No.</p> <p>PAN No.</p> <p>Service tax no.</p>	
12.	<p>Details of proprietor or partners or Directors i.e. their names, address, telephone numbers, CV (Attested copies of registered partnership Deed, Form A&B to be enclosed)</p>	<p>--Please enclose separate annexure--</p>
13.	<p>Does your company have an existing relationship with APSCST? Describe the nature and extent of this relationship.</p> <p>OR</p> <p>If worked with APSCST earlier, give details of the period for which worked and under what name & style</p>	

14.	Financial status Whether Income Tax Assesses or not	
15.	Turnover (enclose a copy each of audited balance sheet, Profit & Loss A/c. as well as Attested copies of Assessment orders>Returns filed with Income Tax Deptt. For the last 3 years)	
	Year 2016-17	
	Year 2017-18	
	Year 2018-19	
16.	i) Details of bankers, addresses, telephone numbers and Bank A/c Number ii) Details of credit limits, if any	
17.	Details of Immovable property owned by the firm/proprietor/director/partners (attach extra sheets, if required)	
18.	Whether any criminal case or FIR filed against any partner or proprietor or director or convicted by any Court of Law or any other Act pending in any other Court of Law if so, give details.	
19.	The amount of earnest money deposited with Demand Draft/Pay Order No, date and the Nationalized Bank on which drawn.(Cheque will not be accepted)	

Signature of Authorized Signatory:_____

Name and Title of Authorized Signatory:_____

Name of Firm/Company:_____

18. CONTACT DETAILS OF THE EXISTING CLIENTS OF THE BIDDER

Sl. No.	Contact Details of the existing clients of the Bidder	Running live since date

- Please provide the copy of agreement for the above mentioned client list

19. CONTACT DETAILS OF THE BIDDER

Name of the company	
Company's address in India	
Contact Person	
Telephone no.	
Fax	
E-mail address	

DECLARATION:

1. The particulars furnished in the above tender form are true to the best of my / our knowledge and belief and no material fact has been concealed therein.
2. I/We undertake to execute the contract in the event of its being awarded by the APSCST/APSC at I.G. Park, Itanagar, 791 111, and in the event of my / our failure to do so the Corporation shall be entitled to forfeit the earnest money deposited by me / us and the Corporation shall be free to assign the contract to any other Security Agency at my / our risk and cost.
3. I/We carefully have gone through the attached terms and conditions and I/We undertake to abide by the same and execute necessary agreement containing attached terms and conditions or any additional terms & conditions which the APSCST may like to add with mutual consent.
4. I/We hereby declare that I/We am/are proprietors/ partners/Director in other firm, viz. M/s. _____ and these sister concerns have not applied against the same advertisement
5. I / We hereby declare that no criminal case is pending in any court of India against the Firm / Company or its Partner / Director for any criminal act alleged to be committed in the course of providing the security services by the Firm / Company to any of its Client.
6. The following documents / annexures duly filled in are enclosed:
 - a)
 - b)
 - c)
 - d)

Dated _____

Signature of the applicant

Name _____
(in full) & Status in the firm (Seal)

Covering letter for submission of proposal

Location _____

Date _____

To,

The Director Cum Member Secretary
Arunachal Pradesh State Council for Science & Technology,
Dept. of Science & Technology,
Govt. of Arunachal Pradesh
Itanagar-791 113

Dear Sir

We, the undersigned, offer to provide security services in accordance with your request dated _____. I/We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials] : _____

Name and Title of Signatory : _____

Name of Firm : _____

Address : _____

**ARUNACHAL PRADESH STATE COUNCIL FOR SCIENCE & TECHNOLOGY
DEPARTMENT OF SCIENCE & TECHNOLOGY
GOVT. OF ARUNACHAL PRADESH
ESS-SECTOR, ITANAGAR-791 113**

TERMS & CONDITIONS

1. The contractor shall provide security guards approximately 11(10 Security + 01 Supervisor) in numbers and cleaner 02 in numbers at the Arunachal Pradesh Science Centre, Itanagar 791 111 for providing security and conservancy.
2. The number of security guards required by the APSCST is approximately 11(10 +01). These security guards will be required to render their services at the offices of Arunachal Pradesh Science Centre, I.G. park, Itanagar 791 111. The Council shall intimate the actual number of security guards to be employed at APSC on weekly/monthly basis.
3. The Council shall have the exclusive right to appoint one or more security agency for providing security at APSC and to divide the work between such Security Agencies in any manner that the Council may decide and no claim shall lay against the Council by reason of such division of work.
4. The agreed rate(s) by the Security Agency shall be valid during the period of the contract and also during the extended period, if any.
5. No escalation on any account of increase in labour or incidental charges shall be permissible by the Council to the Security Agencies during the period the contract remains in force.
6. The contract shall remain in force for a period of **one year from the date of award and the said period may be extended as per mutually agreed terms after satisfactory completion of contract**, on the same terms & conditions at the sole discretion of the Council.
7. Payment will be made by the Council to the Security Agency on monthly basis and normally within 15 days on receipt of the bill(s) provided the Security Agency has complied with all the terms and conditions of the contract. The payment for a particular month will be made in full only after verifying the attendance of the security guards at its offices.

8. Income tax shall be deducted at source from the payment made to the Security Agency from time to time, in accordance with the Income Tax Act/Rules as applicable.
9. The Security Agency shall provide the security guards at APSC, IG. Park, Itanagar 791-111 as per the requirement of the council and ensure that the security guards will render its services with all efficiency, diligence, honesty and as per instruction given by APSCST in this behalf. However, in special cases the contractor may be required to arrange more number of security guards at short notice and he shall be bound to comply with such requisitions, for which the Security Agency will be paid as per quotation given.
10. All the Security Guards shall be in proper clean uniform as prescribed by the Security Agency.
11. The Security Guards provided by the Security Agency shall be in Height of 5'5'' or above and shall be in good health, athlete carrying baton. Any Security Guards found in possession of Liquor or found to have consumed alcohol or any intoxicated substance shall have the effect of terminating the contract.
12. The Security Agency shall ensure that all the security guards deployed by it shall be adequately educated & are well versed with the general rule of discipline of the APSCST. The Security Agency shall also ensure that the security guards deployed by it are not convicted by any court of law for any offence/s
13. The Security agency shall ensure that the security guards deployed by it are aware with the locality of Itanagar. The Security Agency shall ensure that there will be only prescribed number of Security Guards at the prescribed office. It is the responsibility of the Security Agency that its security guards have reached the offices of APSC on time. APSCST shall not pay any travel allowance to the security guards for reaching the offices of APSC.
14. The Security Agency shall be responsible for the safety of the premises, offices, Galleries, Storeroom, Science Park, Dino Park Innovation Hub, Digital Planetarium, etc of APSC & its employees. The security guards of the Security Agency shall also carry licensed weapons if asked by APSCST.
15. The Security Agency will ensure that a complaint book is maintained by the security agency at the offices of APSC. The complaint book(s) shall be regularly made available to the concerned authorized representative of the Council for going through and attending to the complaints/suggestions given. The contractor shall ensure that all suggestions/complaints are attended to and rectified promptly.
16. Under no circumstances shall the number of security guards be reduced to the prescribed number of security guards at the prescribed offices of APSC.

17. The Council shall have the right to terminate the agreement and forfeit the Security Deposit after giving a notice, if it is found that the security guards of the security Agency are found involved in any anti social, illegal activities during the course of the agreement.
18. None of the parties shall be liable or responsible for failure to perform or delay in performance of their respective obligations there under if such failure or delay is due or attributable to or arises out of any Force Majeure event, provided notice of occurrence of any Force Majeure event is given by the contractor to the Council within a period of thirty (30) days of such occurrence. The Director cum Member Secretary of the Council shall be empowered to decide on the basis of facts and circumstances as to whether the doctrine of Force Majeure is applicable.
19. To the extent that the event is not within the reasonable control of the contractor whose performance under this Contract is affected thereby, for the purposes of this Contract, Force Majeure may mean and include any of the following events or circumstances: fire, epidemic, act of God, hostilities, armed conflicts, civil disturbances, acts of the public enemy or belligerents, riots, earthquake, government laws, orders and/or rule and regulations.
20. The Security Agency shall be solely and exclusively responsible for any loss incurred by the Council on account of any disputes between the Security Agency and its Security Guards and shall be exclusively responsible for such personnel under any/statutory enactments under the laws applicable of them.
21. The Security Agency shall be fully and absolutely responsible for the payment of all central, state and local taxes and contributions, including penalties and interest, imposed pursuant to income tax, workmen's compensation or any other similar statute, to the Security Guards and/or personnel engaged and/or deputed by the Security Agency pursuant to this contract and the Security Agency shall be solely responsible for any liability to third parties resulting from the negligent or intentional acts or omissions of the Security Agency, its security Guards, employees arising from or occurring in the course of this contract and shall indemnify and keep indemnified the Council and its officers in this regard.
22. The Contractor shall normally render his service during whole day and night at the offices, Science Parks, etc. of APSC but the working hours may be extended by the Council during exigencies and in public interest.
23. In case of any misappropriation, loss or damage to the property of APSC, the Security Agency shall be liable for action under the Act applicable.
24. The Security Agency shall issue identity cards, to its Security Guards, representatives etc. at his own cost.
25. On selection of a Security Agency, the EMD of Rs.14, 000/- shall stand automatically adjusted into Security Deposit of Rs.30, 000/-. The Security Agency shall be required to make the payment equivalent to the difference amount to APSCST to bring the security

deposit to the level of 2% of bid value in the form of FDR / DD in favour of the Director cum Member Secretary, A.P. State Council for Science & Technology from a Nationalized Bank & Schedule Bank, after the award of the contract within stipulated period mentioned in the award letter. The security in form of FDR/DD shall be valid for one year.

In case of extension of contract period, the security deposit shall also be required to be extended for the extended contract period.

26. The Council shall not be liable for payment of any interest on the Security Deposit for the time it is held by the Council. Neither any interest shall be payable in case of delay in release of security deposit on account of claim raised or any disputes regarding any amount due from the Security Agency by Council or any other party.
27. The Security Deposit will be refunded to the Security Agency on due and satisfactory performance of the services subject to such deductions from the security as may be necessary for making up of the Council's claims against the contractor.
28. In the event of security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the Council. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the Council on demand the remaining balance due within a specified period prescribed by the Council?
29. In the event of any breach of the terms and conditions of the Agreement, the Corporation shall be empowered to forfeit the security deposit in part or full besides any other penal actions which may be warranted. The Director cum Member Secretary reserves the right to waive the penalties/damages in part or full if the breach is involuntary due to act of God and other exigencies at their sole discretion.
30. The Security Agency shall carry out all services assigned or entrusted to him during the course of business by Director cum Member Secretary or an officer acting on their behalf and shall abide by all instructions issued to him from time to time by the said officer(s). He shall render the services to the satisfaction of the Director cum Member Secretary or an officer acting on their behalf together with such ancillary and incidental duties, services and operations as may be indicated by the said officer(s) and which are not inconsistent with the terms and conditions of the agreement. The contractor shall always be bound to act with reasonable diligence and in a businesslike manner.
31. In the case of partnership firms, the Contractor shall submit to the Council a copy of its Partnership Deed duly attested along with a copy of Form A and Form B of the Registrar of Firms. In case of a company, the company shall submit a copy of its Memorandum and Articles of Association.
32. The Security Agency shall not make any change in the constitution of the company/firm in any manner, during the currency of the contract, without seeking prior approval of the

Corporation. The contractor shall notify to the Council the death/resignation of any of the Directors / partner(s) immediately on the occurrence of such an event. On receipt of such notice, In case of a partnership firm, the Council shall have the right to terminate the contract or to enter into contract with the surviving partner(s) legally authorized to do so at the discretion of the Council on the same terms and conditions.

33. In the event of the Security Agency having been adjudged insolvent or going into liquidation or winding up of his business or making arrangements with his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Director cum Member Secretary shall be at liberty to terminate the contract forthwith without prejudice or any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at the risk and cost of the Security Agency and to claim from the Security Agency any resultant loss sustained or costs incurred.
34. The Security Agency shall not sub-award, transfer or assign the contract or any part thereof in any manner without the previous written approval of the Council. In the event of the Security Agency contravening this condition the Council shall be entitled to entrust the work to anyone else at the risk and cost of the Security Agency.
35. All Security Guards/ personnel employed by the Security Agency shall be engaged by him as his own servants in all respects and the responsibility under the Indian Factories Act or the Workmen's Compensation Act, Employees Provident Fund Act or Contract Act or Bonus Act or any other similar enactment in respect of all such personnel shall be that of the contractor. The Security Agency shall be bound to indemnify and shall keep indemnified the Council against all claims whatsoever in respect of the said personnel and Workmen's Compensation Act or any statutory modification thereof or otherwise or in respect of damage or compensation payable in consequence of any accident or injury sustained by any workmen or other persons whether in employment of the Security Agency or not. In case the Council is held responsible for making any kind of payment to the employees of Security Agency under any statutory provision, the said amount shall be deducted from the bills of the Security Agency or recovered from the amount of security deposit or in any other manner.
36. The Security Agency shall engage competent and adequate Security guards and trained personnel to the satisfaction of the Director cum Member secretary or an officer acting on their behalf for ensuring rendering efficient service. The Security Agency shall be responsible for the good conduct of his employees' security guards and shall compensate the Council for losses arising from neglect, carelessness, want of skill or misconduct by him or his servants or representatives.
37. The Manpower providing agency shall provide uniform to all the staff deployed through it by APSCST at its own expense as prescribed by APSCST.
37. The wages/overtime to the guards/staff engage by the contractor shall be borne by the contractor. The guards/staff through whom the work undertaken by the Security Agency in the agreement is performed shall exclusively be the employees of the contractor and shall not in any event deemed to be in the employment of the Council.

39. All the liabilities, responsibilities, direct or indirect, in respect of said security guards/staff arising under law in force shall be that of the Security Agency and the Council shall not be responsible for it in any manner whatsoever.
40. It shall be the sole responsibility of the Security Agency to arrange security guards for implementation of this agreement. The Council shall not, in any manner, be responsible to sort out any labour problems during the period of this agreement. The Council shall have the right to terminate this agreement and forfeit the security deposit, without notice, in case the Security Agency is unable to implement the agreement on account of any labour problems; and shall get the work executed, in part or full, at the risk and cost of the contractor.
41. The Council shall review the arrangements based upon the performance of the Security Agency in all respects from time to time.
42. The Council reserves the right to terminate the contract at any time and for any reason, whatsoever but not limited to breach of any of the terms and conditions of the contract by the Security Agency, without assigning any reasons thereof after giving one week's notice in writing.

A party shall be deemed to have been served with a notice in writing as envisaged in this contract, in case the same is sent by registered post/speed post/courier or facsimile transmission at the address given in this contract.

- 43.1 Any If dispute of difference of any kind shall arise between the Institute and the contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicable by mutual consultations.
- 43.2. If the parties fails to resolve their dispute of difference by such mutual consultation with twenty-one days of its occurrence, either the Institute or contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act. 1996 of India. In the Case of a dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the Director cum Member Secretary, APSCST. The award of the arbitrator shall be final and binding on the parties to the contract .The cost of Arbitration shall be borne by both the parties equally.
- 43.3 The venue of arbitration shall be Naharlagun, Arunachal Pradesh, India..
- 44.4 Courts at Naharlagun alone shall have the jurisdiction in respect of the disputes relating to the present contract.
44. The successful tenderer shall execute an agreement with the Council containing all these terms and conditions and other conditions which the Council may like to incorporate with mutual consent of parties.

45. The Director cum Member Secretary of this Council reserves the right to relax any of the provisions contained herein above.
46. Final tender accepted will be between APSCST (entity registered) and successful tenderer.
47. All relevant Local laws, Central laws and Government directions will have to be complied with by the successful tenderers. In case of any such infringement, they will be solely liable for the same.

XXXXXXXXXX

ANNEXURE-VI

Format for financial bid

(to be placed in envelope 'b')

**ARUNACHAL PRADESH STATE COUNCIL FOR SCIENCE & TECHNOLOGY
DEPARTMENT OF SCIENCE & TECHNOLOGY
GOVT. OF ARUNACHAL PRADESH
ESS-SECTOR, ITANAGAR 791 113**

DESCRIPTION OF WORK

Rates of Security Guards with break up as under along with certification that the rates are as per Minimum Wages Act. (Quotation not sent in accordance with Minimum Wages Act, will not be considered.)	
Description	Security Guards
Working Hours Per Day	
Basic including VDA	
PF on Basic and DA	
ESI on Basic and DA	
Bonus (if applicable)	
Weekly off charges	
Overtime charges	
Service Charges (please specify %)	
Any other Charges besides above	
Taxes (specify rate and nature)	

Dated _____

Signature of the applicant

Name _____
(in full) & Status in the firm (Seal)

(Please see instructions for the bidders).

Covering letter for submission of Financial Bid

Location _____

Date: _____

To,

The Director cum Member Secretary
A.P. State Council for Science & Technology
Department of Science & Technology
Govt. of Arunachal Pradesh
ESS-Sector, Itanagar 791 113

Dear Sir,

We, the undersigned, offer to provide security services in accordance with your request dt. _____. Our attached Financial Proposal is for the sum of _____ (in words and figures]. This amount is inclusive of the _____ taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials] : _____

Name and Title of Signatory : _____

Name of Firm : _____

Address : _____
