

TENDER NO: ED/SWG/2009/Security.

COMMERCIAL BID

ELIGIBILITY CONDITIONS :

1. The tenderer should have minimum continuous experience of 15(fifteen) years in providing independently round-the-clock security services by deployment of security personnel in any reputed manufacturing company of medium size or above and/or sponsored by Directorate General of Resettlement (DGR)(proof for having continuous service of minimum 15 years to be enclosed). The tenderer should have a minimum 6(six) running contracts for providing security services in reputed manufacturing industries of medium size or above at the time of tendering; the name and addresses of the clients where running contracts are in existence are to be furnished. The tender should have a strength of not less than 250 security guards in Kolkata at the time of tendering (proof to be given). Security provided in the residence/guest house of industrial manufacturing unit will not be considered for the eligibility purpose.
2. The Bidder should have a minimum turnover of 10 Crores per annum for the last three financial years. The bidder should submit Audited Balance Sheet for three consecutive financial years.
3. The bidding firm should have registered the firm under relevant law (proof of registration, certificate of incorporation/firm registration certificate to be enclosed; for partnership firm certificate copy of registered partnership deed to be enclosed).
4. The firm should have valid ESI & PF Registration numbers. Copy of allocation letter and copy of latest remitted challans shall be enclosed.
5. EMD to be enclosed. Tenders without EMD will be rejected.

GENERAL CONDITIONS

1. AGE, QUALIFICATIONS & LANGUAGES TO BE KNOWN

Age between 25 years and 45 years (age should be strictly adhered to)

Qualification : At least Class-VIII pass for Security Guards & Gunmen with good physique.

At least Madhyamik Pass for Security Supervisor with good physique.

Languages known: Should be able to read & write in Bengali & English.

2. The Contractor shall not appoint any sub-contractor or sublet or assign or transfer any of his rights under the agreement to other persons. In the event of any such transfer or assignment, the agreement shall, at the option of company, stand terminated and security deposit deposited by the contractor will be forfeited.
3. The security guards and Gunmen shall be rotated at frequent intervals without affecting the work so that familiarity can be kept to the minimal to deliver the duty effectively.
4. Firm should provide the uniforms, other accessories, arms, etc. to the Security Personnel deployed and good turnout is to be maintained. This aspect has to be strictly adhered to. A regular supervisory night check-up is to be carried out. Details regarding such process and report to be furnished.
5. If Service Tax is applicable, the same is to be specified by you including the rate at which service tax is paid. In that case, bidder has also to enclose latest valid registration certificate under Service Tax.

6. Tender documents shall be signed on each page.

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EARNEST MONEY DEPOSIT

The Tenderer shall be required to deposit a sum of Rs. 20,000/- (Rupees twenty thousand only) as Earnest Money by Demand Draft made out in favour of 'ANDREW YULE & COMPANY LIMITED' payable at Kolkata. No tender will be accepted or considered without the remittance of Earnest Money Deposit. Earnest Money Deposit is to be sent in a SECURED SEALED COVER.

SECURITY DEPOSIT

The successful bidder shall furnish a security deposit of Rs. 1,00,000/- (Rupees one lac only) towards performance of this contract. The EMD paid by the successful bidder will be converted into Security Deposit. For the balance amount, the successful bidder shall deposit Security Deposit by a DD or in the form of Bank Guarantee. If the contract is not performed as per the terms and conditions, then the security deposit will be forfeited.

The Tenderer whose tender is accepted should commence the work with effect from the date as notified by the Company. If he fails to do so within the stipulated time, the Earnest Money Deposit by him will be forfeited.

OPERATING PROCEDURE

1. The security personnel being deployed by the bidder shall be in proper uniform. Supply of uniform, whistle, lathis, torch-lights and required accessories to the security personnel is the responsibility of the bidder.
2. The duty personnel deployed at main gate/ factory gate shall report for respective shift duty, 30 minutes ahead of the duty shift time.
3. The reliever shift guard of a particular shift shall report to the Security Incharge of the company and ensure that his arrival is documented in the duty roster at the main gate.
4. The Security Agency should ensure that no duty post should fall vacant due to shortage of manpower for whatsoever reasons it may be and should ensure proper turnout of their security guards.
5. The relieving shift guards shall collect all necessary information that need to be collected from the shift guards of the previous shift before they take charge of their respective duties.
6. The reliever shall make necessary entries in the duty roster and take over the duty charges.
7. The duty shift guards on assuming morning shift shall ensure that the various department keys are drawn only by authorized personnel and relevant entries of key withdrawal is recorded in the key register. Likewise relevant entries should be made, when night shift duty personnel of various departments deposit the key for safe custody at the gate.
8. The Main Gate guard shall ensure that the main gate is kept open and closed as per schedule timing of the company.
9. The shift guard at the main gate shall note down the particulars of the late coming employees and ensure that their entry are restricted to the grace time as specified by the Management.

10. The gate duty personnel shall entertain the visitors as per the instructions given to them. However, the Government Agencies or Officers on duty can be allowed to meet the Departmental Head of Administration Department after checking up over telephone with the said Department.

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11. The visitors shall be allowed only after getting concurrence from the concerned management official and such visitor shall carry visitor pass. Relevant entries are made in the visitor register whenever the visitor make entry and exit. The visitor pass shall be collected back and their signature shall be obtained during exit time also.
12. The visitors must be allowed only during the specific time as notified by the management.
13. Visitors shall not be permitted with candid cameras, cell phone with cameras, guns, explosives, children, pets etc. No personal belonging of visitor shall be taken under custody especially cash etc. at the security office.
14. The gate duty personnel shall ensure that the vehicle bringing material to the company shall accompany all supporting documents.
15. The vehicle shall be permitted inside only on confirmation from the respective official, store, addressee. Once the vehicle being allowed inside the factory on confirmation, the guard on duty shall make relevant entries in the material incoming register and endorse at the back of the supporting document with the particulars of the entry number, date, time and official seal.
16. If the part of the material is to be unloaded, the guard should send one escort to accompany vehicle upto the unloading point.
17. The outgoing material shall be thoroughly checked for supportive documents, and the authorized signature shall be verified at the gate. The gate guard shall make relevant entries in the material outgoing register and endorse the supporting documents with particulars of date, time, vehicle number with office seal etc. He shall retain the quadruplicate copy at the security office.
18. The gate personnel shall thoroughly check the out passes of employees those who tend to go out either for official job or personal job during shift time.
19. The duty personnel shall not engage in conversations with employees or outsiders during shift duty time.
20. No drunken employee shall be allowed inside for duty.
21. Dismissed and suspended employees, if any, shall not be permitted inside the premises without concurrence from the Management.
22. The main gate lights shall be switched on at dusk and switched off at dawn.
23. The duty personnel shall be well versed with the phone numbers of Senior Officials, Security Officials, Police, Fire and Ambulance service for meeting any emergency situations.
24. The main gate guard shall ensure that all the keys are deposited in time and relevant entries are made in the key register.
25. If any section working hour is extended, official intimation in that regard shall be obtained from the management.

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26. The keyboard shall be locked latest by 20.30 hours and sealed off. If any of the keys is to be drawn for emergency purpose during odd hours the duty personnel at gate shall entertain such request only with official letter from the company authorized person. Security personnel shall accompany for witnessing the opening and closing of the particular section.
27. The duty personnel shall note down any message that needs to be passed on to any official, duly in the message register and action taken shall be passed on to the next shift guard at the time of shift change over.
28. At no point of time the security personnel shall leave the security post unmanned.
29. The main gate of the Factory shall be locked latest by 17.30 hours everyday and shall be opened at 7.30 hours next morning. The relevant entries must be made in appropriate register.
30. No night shift employee shall be allowed to go out during shift time at odd hours.
31. Permitting of private vehicle for unloading at late hours shall not be encouraged by the security personnel. Only on emergency situation, these vehicles shall be permitted after prior permission from management.
32. All registers and records must be sent to Head of the Security Department of the company for endorsement everyday.

TERMS AND CONDITIONS OF DEPLOYMENT

1. The Contractor shall comply with all the provisions as required under the appropriate acts of Government and also statutory requirements as applicable.
2. The Contract will be for a period of 12 months with a provision to extend by one more year if mutually agreed upon. However, the first three months will be considered as probation/trial and during this period, if any lapse/ inadequacy is noticed, the contract can be terminated by the Management without any notice. On successful completion of probation/trial, the contract will be confirmed for the remaining nine months.
3. The Security personnel shall perform the duties round the clock on all days of the month and year. The shift timings shall be strictly adhered to and no guard shall be allowed to continue beyond their stipulated shift timings, for whatsoever reason it may be. Any absenteeism on duty, has to be made up by the firm by deploying guards at their resources. The contractor will ensure that after every 6 days of work, a weekly off (for dull day) is given to his Guards and Gunmen and this aspect has to be strictly adhered to.
4. The bidder shall submit the residential addresses and physical measurements of the security personnel proposed to be deployed by him within one week from the date of award of contract.
5. The requirement of Security Guards, Gunmen & Security Supervisors may vary subject to requirement of security services for various Units of Andrew Yule & Co. Ltd. Electrical Division.
6. Income Tax as applicable will be deducted from the wage/salary bills payable. The tenderer on awarding contract, shall produce the Firm's PAN No.

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7. Payment will be made on monthly basis after receipt of pre-receipted invoice along with proof (challans copy) of ESI & PF contribution paid and with attendance particulars duly certified by the Personnel Department. Subject to this compliance only monthly payment shall be released. The monthly payment for a particular month will be made by overlapping the payment by one month e.g., July month payment will be made by 10th September.
8. The contractor should ensure submission of periodic returns as required under Contract Labour (R&A) Act 1970. Employees' Provident Fund & Misc. Provisions Act 1952, ESI Act 1948 etc. and copy of each of the return submitted should be made available to Principal Employer and enforcement Officer under each statutory Act.

9. **SALARY COMPONENTS**

You have to quote the monthly charges per duty for each duty (8 hours) for Security personnel as per West Bengal Minimum Wages Act, in your Price Bid. Your price bid will contain items by items, details, split up like Monthly Wages, ESI, PF, Bonus, contribution to Welfare Fund etc.

You have to quote your service charges and Service Tax separately (both components, to be quoted separately) without mixing up with salary components, mentioned in the above paragraph.

The reliever charges to cover the 'Weekly Off' of a guard will solely rest on you and reliever charges paid should conform to minimum wages. Accordingly, the rate per guard shall be quoted.

In case of any increase in minimum wages during the operation of the contract, the management will pay the increase in wages subject to your producing relevant proof for increase in salary (giving the revised offer) as well as payment made by you on the basis of the revised salary. There will be no other increase in rates other than the minimum rates notified by the Government.

No reliever charges will be paid separately.

10. Advance information will be given in writing to the Contractor about the daily requirement of security personnel. The contractor shall provide the required number of workmen everyday. Whenever there are less security personnel than the required strength, the company shall employ personnel at the risk and cost of the Contractor.

Any amount which becomes due to the company on account of the above shall be settled either by way of direct payment of such amount through Cheque to the company by the Contractor or recovery from the bills due to the contractor or Bank Guarantee. The contractor should not stop supply of any workmen abruptly; the contractor before change of any workman should give at least a minimum notice of one week. This is important from the point of view of continuity of work.

11. The company reserves the right to terminate the contract by giving one month's Notice without assigning any reason thereof.
12. The firm can visit our campus sites on any working day between 14.00 hours to 16.00 hours for discussions if any.

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THE RIGHTS OF THE COMPANY

The Company reserves the right to accept any tender irrespective of whether it is lowest or otherwise or to reject any or all tenders without assigning any reason thereof.

ARBITRATION

If any dispute arises between the Company and the Contractor as to the terms and conditions of the Agreement or method of compliance thereof, only the competent Court at Kolkata shall have exclusive jurisdiction to entertain a claim.

FORCE MAJEURE

In case of strike, accident, natural calamity, acts of God and other unforeseen contingencies causing stoppage of production at Andrew Yule's Factory, Andrew Yule reserves the right to cancel and/or modify this contract without liability for compensation and/or claim of any description.

This is to part Tender viz. Commercial Bid and Price Bid. Hence quotation should be submitted in separate sealed covers superscribing the envelop as (a) Commercial Bid with reference number as given in our advertisement and (b) Price Bid with reference number as given in our advertisement, for providing round the clock security services to our Company. Both the covers mentioned in items (a) and (b) should be put together in a cover superscribing the tender number and due date of submission of Tender.

Commercial Bid should contain the documents in support of the (1) Eligibility condition and (2) Earnest Money Deposit. As a measure of accepting all the terms and conditions the authorized signatory of the Bidder shall sign all the pages of the Tender Document with their Company Seal.

Price Bid should contain the salary components as mentioned in Sl. No. 9 (Salary components) for Security Guards, Gunmen and Security Supervisors. Price bid details for Security Guards, Gunmen & Security Supervisors may be marked as Annexure-B.

The Basic requirements for Commercial Bid and Price Bid are detailed in Annexures. All bidders should fill up the Commercial Bid details and Price Bid details, as required in Annexure-A & Annexure-B and enclose the same.

Any Commercial Bid and Price Bid not in proper order, will be summarily rejected.

TENDER EVALUATION

Tenderers who have not met the bid qualification and those bidders who have not enclosed the EMD as per Tender Specification will be rejected.

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

While evaluating the Price Bid, the total cost for Security Guards and Gunmen will be taken together and compared.

While the bid qualification requirements are the minimum basic requirements to get the Commercial Bids accepted, the capability of the bidder will be assessed by Andrew Yule and based on the assessment, the company shall accept or reject the Commercial Bid, even though they meet the minimum bid qualification. Andrew Yule Assessment in this regard will be final.

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ANNEXURE-A**COMMERCIAL BID****REQUIREMENT**

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|----|---|--|
| 1 | Minimum Continuous experience of 15 years of service in providing round the clock services in a manufacturing plant of medium size or above and or sponsored by DGR | YES / NO If yes, proof to be enclosed. |
| 2 | Six running contracts in reputed medium scale industries and above at the time of tendering address with name and addresses of Clients. | YES / NO If yes, proof to be enclosed. |
| 3 | Strength of Security Guards/ Gunmen / Security Supervisors. | YES / NO If yes, proof to be enclosed. |
| 4 | Turnover of Rs. 10 Crores per annum; Audited P&L Account & Balance sheet for consecutive 3 years | YES / NO If yes, proof to be enclosed. |
| 5 | Registration Certificate of Firm; for partnership firm Registered Partnership Deed. | YES / NO If yes, proof to be enclosed. |
| 6 | ESI Code No. and Challan for amount last remitted. | YES / NO If yes, proof to be enclosed. |
| 7 | PF Code No. and Challan for amount last remitted. | YES / NO If yes, proof to be enclosed. |
| 8 | E.M.D. | DD for Rs. 20,000/- to be enclosed. (DD No. and Bank details on which drawn. |
| 9 | Service Tax Registration No. | YES / NO If yes, proof to be enclosed. |
| 10 | Income Tax PAN No. | YES / NO If yes, proof to be enclosed. |
| 11 | Undertaking by tenderer that Security Deposit shall be furnished on awarding of contract. | |

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ANNEXURE – B

Price Bid shall contain the split up details as follows :

| <i>Type of labour</i> | <i>Wages per month as per W.B. Minimum Wages Act applicable at present</i> | <i>ESI as per the Act i.e., Employer's contribution @4.75% of Gross Wages</i> | <i>Provident Fund as per the Act @12% at present</i> | <i>Bonus @8.33%</i> | <i>W.B. Labour Welfare Fund Act i.e., @Rs. 6/- per head half yearly i.e., twice in a year.</i> |
|-----------------------------|--|---|--|---------------------|--|
| <i>Security Guards</i> | | | | | |
| <i>Gunmen</i> | | | | | |
| <i>Security Supervisors</i> | | | | | |

Other Taxes & Duties, if any:

Other payments, if any: