



BID DOCUMENT

**TENDER FOR Engagement of Security agency to provide to
Security guards at Tea Board Regional Office, Tezpur.**

TENDER NO.01/Tezpur/17

TEA BOARD OF INDIA
House fed Complex, Central Block
5th & 6th Floor, Dispur, Guwahati-
781006

SECTION-I
NOTICE INVITING TENDER

Office of issue : Executive Director, Tea Board, Zonal Office, Guwahati
Tender No : TENDER NO. 01/Tezpur/17
Tender Document : Details are given below
Due date/Time of receipt : **21.04.2017** at 1300 Hrs.
Opening date/ time : **21.04.2017** at 1500 Hrs.

Sealed tenders are invited for Engagement of Security agency to provide Security Guard at Tea Board Regional Office, Tezpur, Assam.

Eligibility of bidder:

Indian companies and whose annual turnover in the last 3 (three) each financial years was more than Rupees 3 Lakh/per year are eligible to participate in this tender. Further, the bidder should have capability and experience in providing Security personnel in Government/Semi Government/ Private organization along with its Eligibility conditions as described in detail in the tender document.

The existing agency or any other agencies who were engaged earlier in Tea Board and desirous to participate in this Tender should obtain a satisfactory performance certificate for their previous engagement from the Tea Board which should be submitted along with the Tender. The existing agency or earlier agencies while submitting tender should write on the outer envelope of the Tender "existing agency/earlier agency and satisfactory performance certificate duly signed is enclosed".

Intending bidders may obtain copy of the tender document from website of Tea Board Kolkata, (www.teaboard.gov.in). On payment of Rs. 1000/- (Rupees One thousand only) non-refundable. **Tender Document has to be downloaded from the site of Tea Board (www.teaboard.gov.in) against a DD of Rs. 1000/- (One thousand only) in favour of Tea Board Zonal Office A/C payable at Tezpur, is to be attached with the Technical Bid of tender as the cost of tender document**

The mode of evaluation of tender will be in two bid norms, such as Technical bid and financial bid only technically qualified bidders can participate in the financial bid and thereafter the bid will be opened for evaluation of financial bid and selection.


Executive Director,
Tea Board, Guwahati



INFORMATION TO BE GIVEN BY THE BIDDER

1. Name of the Bidder Firm/Company :
:
2. Address _____

- Telephone No. : Office
: Residence
: Mobile
: FAX
: e-mail
3. Registration particulars of the Firm/Company viz.
Proprietary, Partnership, Private Limited, Public Limited
etc. (attach photocopy of the Certificate of Incorporation)
4. Name of Proprietor/Partner/Director signing the tender :
document.
5. Name/Designation/Address of the Authorized Signatory ho :
the Power of Attorney

(if any)
6. Income Tax Return Particulars :
Permanent Account Number (PAN) :
Service Tax Regn. No. :
Bank A/C No. :
Branch Name :
IFSC Code :
Aadhaar No :
7. Details of Experience :

Certified that the information given above is true and if any information is found to be false or misleading the tender /contract may be cancelled.

Name:

Signature

(Capacity in which signed)

SECTION-II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- a) "TEA BOARD" means Tea Board India, a Commodity Board under the Government of India, Ministry of Commerce and Industry and having its Head Office at 14 B.T.M Sarani, Kolkata 700001
- b) "The purchaser" means the Chairman Tea Board, KOLKATA acting through the Secretary, TEA BOARD, Kolkata.
- c) "The Bidder" means "Agency" or firm who participates in this tender and submits its bid.
- d) "The Agency" means the successful bidder supplying the goods and services under the contract.
- e) "The Goods" means all the equipment, machinery, computer software, services and/or other materials, which the agency is required to supply to the purchaser under the contract.
- f) "Provisional acceptance letter/letter of intent" means the intention of the purchaser to place the purchase order on the bidder.
- g) "The Purchase Order" means the order placed by the purchaser on the Supplier signed by the purchaser including all attachments and appendices thereto and all documents incorporated by reference therein.
- h) The purchase order shall be deemed as "Contract" appearing in the document.
- i) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- j) "Validation" is a process of testing equipment as per the Generic Requirements in the specification for use in TEA BOARD network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests,

2. ELIGIBLE BIDDERS:

The eligible bidder shall be an Indian Company having three years of experience of Engagement of Security agency to provide Security guard. Further, the bidder should have capability and experience in Engagement of Ex- Serviceman Security personnel to provide Security guard and Supervisor.

- 1) In Government/Semi Government/ Private organization.
- 2) Capable to provide round the clock security and timely replacement of the absentees.

Bids not conforming to these conditions will be rejected outright.

3. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

BID DOCUMENTS:

- 3.1 The service required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

Documents to be enclosed with the Technical Bid	Documents to be enclosed with the Financial Bid
1. Notice Inviting Tender 2. Instructions to Bidders 3. General Conditions of Contract 4. Special Conditions of Contract 5. Schedule of Requirements 6. Technical Conditions of Contract 7. Current IT Return 8. Experience Certificates 9. Category of the services being offered in the tender shall be specified in the technical bid and the brochure of the services being quoted shall be enclosed. 10. Bid Form 11. Other documents asked for in the tender form 12. Any other document as the bidder may wish to submit in support of the bid. 13. PFO(Provident Fund) Code (Attached Photocopy) 16. Service Tax Registration No (Attached photocopy of the certificate)	1. Price Schedule 2. Any other document as the bidder may wish to submit in support of the bid.

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents.

Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidders risk and shall result in rejection of the bid.

4. CLARIFICATION OF BID DOCUMENTS:

A prospective bidder, requiring a clarification of the Bid Documents shall notify the purchaser in writing at the purchaser's mailing address indicated in the invitation for Bid. The purchaser shall respond in writing to any request for clarification of the Bid Documents, which is received not later than 7 days prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the purchaser shall be sent to all the prospective bidders who have purchased the bid documents.

The prospective bidders may attend the PRE-BID MEET on 06.04.2017 at 3 P.M to discuss clauses in the tender document. The venue for such pre-bid meet will be Tea Board, Tezpur.

5. AMENDMENT OF BID DOCUMENTS:

- 5.1 At any time, prior to the date of submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by amendments.
 - 5.2 The amendments shall be notified in Writing or by e-mail or FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the purchaser and these amendments will be binding on them.
- C. In order to afford prospective bidders reasonable time in which to take the amendments in account in preparing their bids, the purchaser may, at its own discretion, extend the deadline for the submission of bids suitably

D. PREPARATION OF BIDS

6. **DOCUMENTS COMPRISING THE BID:**

The bid prepared by the bidder shall comprise the following components:

Technical bid, which shall contain:

- (a) Documentary evidence established in accordance with clause 2 and 10 of these 'Instructions to Bidders' that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- (b) A clause-by-clause compliance.
- (c) A Bid form duly filled in by the bidder.

II. **Financial bid**, which shall contain the Price schedule, completed in accordance with clause 8 & 9.

8. **BID FORM:**

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Documents, indicating the services to be supplied, a brief description of the services, quantity and price.

9. **BID PRICES:**

- 9.1 The bidder shall give the total composite price of all levies and taxes and insurance. The basic unit prices and other component prices need to be individually indicated against the services, it proposes to supply under the contract as per price schedule given in Section VIII in Indian Rupees
- 9.2 Prices indicated in the price schedule shall be entered in the following manner:
 - (i) The price of the services, Tax, Insurance and other statutory taxes payable by the bidder.
 - (ii) The supplier shall quote as per price schedule for all the items given in the schedule of requirement.
- 9.3 The prices quoted by the bidder shall remain fixed during the entire period of contract. **A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.**
- 9.4 The unit prices quoted by the bidder shall be of sufficient detail to enable the purchaser to arrive at prices of services offered.
- 9.5 "Discount", if any offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. **Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clear NET PRICE taking all such factors like discount, free supply, etc into account.**
- 9.6 The price approved by the purchaser for procurement will be inclusive of levies and taxes and insurance as mentioned in Para 9.1 above. Break-up in various heads like Sales Tax, insurance, freight and other taxes paid/payable as per clause 9.2 (i) is for the information of the purchaser and any change in these shall have no effect on price during the scheduled period of delivery.

10. **DOCUMENT ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following documents:

- (i) Certificate of Incorporation.
- (ii) Articles of Memorandum of Association or Partnership Deed/Proprietorship Deed.
- (iii) Registration Certificate.
- (iv) Certificate in respect of capability and experience

11. **PERIOD OF VALIDITY OF BIDS:**

Bid shall remain valid for 180 days after the date of bid opening prescribed by the purchaser, pursuant to clause

19.1. A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.

12. **FORMAT AND SIGNING BID:**

- 12.1 The bidder shall prepare the bid in separate sealed envelopes for Technical bid and financial bid, clearly super scribing the name on the envelopes.
- 12.2 The bid shall be typed or printed and signed by the bidder or person/persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of attorney accompanying the bid. All pages of the original bid, except for unamended printed literature shall be signed by the person / persons signing the bid. The bids submitted shall be sealed properly (wax or PVC tape sealed).
- 12.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person/persons signing the bid.

D. SUBMISSION OF BIDS

13. **SEALING AND MAKING OF BIDS:**

13.1 The bidder shall prepare separate envelopes for technical as well as financial bids with clear marking of the same on the top of each envelope with wax or PVC tape. The two bids will further be sealed in an outer envelope with wax or PVC tape.

13.2 The inner and outer envelopes shall be:

- (a) Addressed to the purchaser on the following address: Assistant Director of Tea Development, Tea Board Regional Office, Tezpur, Assam, Pin-784001.
- (b) Bearing the tender number and the words 'DO NOT OPEN BEFORE 21.04.2017 . (Due date).
- (c) The inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received late.
- (d) Tenders shall be submitted at Tea Board Regional Office, Tezpur. The Responsibility for ensuring that tenders are delivered in time would vest with the bidder.
- (e) The purchaser shall not be responsible if the bids are delivered elsewhere.

13.3 If the outer envelope is not sealed and marked as required by Para 13.1 and 13.2, the purchaser shall not accept the bid. In case the inner envelopes are not sealed and marked as required by Para 13.1 and 13.2, the bid shall be rejected.

14 SUBMISSION OF BIDS:

14.1 Bids must be received by the purchaser at the address specified under Para 13.2 not later than 1300 Hrs on 21.04.2017 (tender opening date).

14.2 The purchaser may, at its discretion, extend this deadline for the submission of the bids in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders will be subjected to the deadline as extended.

14.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some systems/equipment as per requirement of bid document. He may include alternate offer as permissible as per his bid.

15 LATE BIDS:

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 14 shall be rejected and returned unopened to the bidder.

16 MODIFICATION AND WITHDRAWAL OF BIDS:

16.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.

16.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by e-mail/ FAX but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

16.3 Subject to clause 18, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

17 OPENING OF BIDS BY PURCHASER:

17.1 The purchaser shall open the bids in the presence of bidder/s or his authorized representatives who choose to attend at 1500 Hrs on the due date. The bidders' representatives, who are present; shall sign in the attendance register, Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (A format is given on last page).

17.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

17.3 The Bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening.

18 CLARIFICATIONS OF BIDS:

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post-bid clarification at the initiative of the bidder shall be entertained.

19 PRELIMINARY EVALUATION (TECHNICAL BIDS):

19.1 Tender will be evaluated in two phases. First, technical bid evaluation will be done Only those bidders who qualify the technical bid evaluation will be allowed to participate/attend the commercial bid.

19.2 While doing the technical evaluation, Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

19.3 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.

19.4 A bid determined as substantially non-responsive will be rejected by the purchaser and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity.

19.5 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affects the relative ranking of any bidder.

20 CONTACTING THE PURCHASER:

20.1 Subject to clause 20, no bidder shall try to influence the purchaser on any matter relating to its Bid, from the time of the bid opening till the time the contract is awarded.

20.2 Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

21. AWARD OF CONTRACT:

The purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found acceptable. Generally L-1 i.e. the lowest bidder is selected and is awarded with contract.

22. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the purchaser's action.

23. SIGNING OF CONTRACT:

The issue of purchase order shall constitute the award of contract on the bidder.

Upon the successful bidder furnishing of performance security pursuant to clause 27, the purchaser shall discharge the bid security, pursuant to clause 12.

24. QUALITY ASSURANCE REQUIREMENTS:

The Agency shall ensure Quality of the services provided. This will be done on the basis of punctuality, dedication and timely replacement of absentees.

25. IMPORTANT CONDITIONS:

While all the conditions specified in the Bid Documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid document, non-compliance of any one of which shall result in outright rejection of the bid:

- (i) Clause 13.1 of section II – The bids will be recorded opened, if covers are not sealed with wax or PVC tape.
- (ii) Clause of Section II – The bids will be rejected at opening stage if bid validity is less than the period prescribed in clause 11 mentioned above.
- (iii) Clause 2 & 10 of Section II – if the eligibility conditions as per clause 2, Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 section II are not enclosed, the bids will be rejected without further evaluation.
- (iv) Section III – General conditions & section V – Technical Conditions – Compliance if given using Ambiguous word like "Noted, Understood" "Noted & Understood" shall not be accepted as compliance. (v) Section VIII: Price Schedule – Prices are not filled in as prescribed in the price schedule.


Executive Director,

Tea Board, Guwahati

संजीव कुमार
SANJIV KUMAR
कार्यपालक निदेशक

SECTION III GENERAL CONDITIONS OF CONTRACT

1 APPLICATION:

The General Conditions shall apply in the contract made by the purchaser for the procurement of Services.

2 STANDARDS:

The services supplied under this contract shall conform to the standards prescribed in the Technical Specifications.

3 PATENT RIGHTS:

The agency shall indemnify the purchaser against all third party claims of infringement of Patent, trademark or industrial design rights arising from use of the goods or any part thereof in Tea Board.

4. DELIVERY:

4.1 Delivery of the services shall be made by the Agency in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contract and the services shall remain at the risk of the supplier until delivery has been completed. The delivery of the services shall be to the ultimate consignee as given in the purchase order.

4.2 The Delivery of the services and documents shall commence immediately on placement of work order and be completed within 03 days.

5. PAYMENT TERMS:

5.1 Payment of the cost of services as mentioned in the Price Schedule will be effected as per the agreement.

5.2(a) (i) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the contractor's account. However benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.

(ii) The agency., being the employer in relation to persons engaged/employed by it to provide the services under the terms and conditions shall alone be responsible and liable to pay wages/salaries to such persons shall not be less than the rates of minimum wages prescribed by the Government from time to time under Contract Labour (R & A) Act, 1970 which in any case shall not be less than the minimum wages as fixed or prescribed under the Minimum Wages Act, 1948 (Act XI of 1948) for the category of workers employed by it from time to time or by the State Government and /or any authority constituted by or under any law. He will observe compliance of all the relevant labour laws and revision of minimum wages as per the order of State Govt. time to time.

6. Wages :

i) a) wages charged by the agency for services performed under the Contract shall not be higher than the prices quoted by the supplier in his bid except in case there is revision of minimum wages notified by the State Govt. from time to time.

b) In case of revision of Statutory Levies/Taxes during the finalization period of the tender, the purchaser reserves the right to ask for reduction in the prices.

ii) (a) wages once fixed will remain valid for the period of under contract except in case there is revision in minimum wages noticed by the state Govt. from time to time.

7. CHANGES IN PURCHASE ORDERS:

7.1 The purchaser may, at any time during service contract period, by a written order given to the supplier, make changes within the general scope of the contract in any one or more of the following:

(a) Specifications, where services to be furnished under the contract are to be specifically provided for the purchaser.

(b) The place of duty and duration of duty hours. (c)

The services to be provided by the supplier.

7.2 If any such changes causes an increase or decrease in the cost of or the time required for the execution of the contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be within thirty days from the date of the receipt of change in order.

8. TIME PERIOD OF WORK: The purchaser will engage the security Guard as per the requirement of the Office.

9 FORCE MAJEURE:

9.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by any reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the purchaser as to whether the delivery have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

9.2 Provided also that if the contract is terminated under the clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of manufactures in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the purchaser elect to retain.

10 TERMINATION FOR DEFAULT:

10.1(a) The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.

(a) If the Agency fails to deliver any or all of the services within the time period(s) specified in the Contract or any extension thereof granted by the purchaser pursuant to clause 15.

(b) If the Agency fails to perform any other obligation(s) under Contract: and

(c) If the Agency, in either of the above circumstance (s) does not remedy his failure within a period of 30 days (or such longer period as purchaser may authorize in writing) after receipt of the default notice from the purchaser.

10.2 In event the purchaser terminates the contract in whole or in part, pursuant to Para 17.1 the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered and the Agency shall be liable to the purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

11 TERMINATION FOR INSOLVENCY:

The purchaser may at any time terminate the contract by giving written notice to the agency, without compensation to agency, if the agency becomes Agencyrupt or otherwise insolvent as declared by the competent court provide that such termination will not prejudice or affect any right or action or remedy which has accrued thereafter to the purchaser.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

The special conditions of the contract shall supplement the '**Instructions to the Bidders**' as contained in Section II & **General Conditions of the Contract**" as contained in Section III and wherever there is a conflict; the provisions herein shall prevail over those in Section II and Section III.

1. Date fixed for opening of bids is, if subsequently, declared as holiday by TEA BOARD, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
2. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
3. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
4. The purchaser reserves the rights to counter offer price(s) against price(s) quoted by any bidder.
5. Any clarification issued by purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
6. The supply of services will be accepted only after the verifications are carried out by a team identified by the purchaser as per prescribed schedule.
7. **EXPERIENCE:**
 - (i) The bidder should have capability and experience in
 - 1) Providing Security Guard in Government/Semi Government/ Private organization.
8. The service proposed to be supplied should be specific as mentioned in the tender document to the satisfaction of the purchaser.
9. The bidder shall be ready to give presentation of his proposal at a short notice of one week, if desired by the purchaser.
10. Tender will be evaluated as a single package of all the items given in the price schedule and the tender will be awarded to single party only.

SECTION IV

ANNEXURE-I

Contract during operation

SCOPE & TERMS:

CONDITIONS:

1. Any absentee effecting availability of service it shall be treated as major absentee. All major absentee shall be replaced within 6 Hrs of its reporting to the contractor.
2. The contractor, if fails to replace absentee within the stipulated duration, shall be liable to pay penalty for the entire period of absenteeism including Saturdays, Sundays and Holidays at the rate of Rs. 400/- per day per person.
3. After the expiry of the contractual period, it will be optional for the purchaser not to enter into the contract further, with the contractor.

FORCE MAJEURE

Neither the purchaser nor the system maintenance firm shall be liable to the other for any delay in or failure of performance of their respective obligations under the agreement caused by occurrences beyond the control of TEA BOARD or the system maintenance firm (as the case may be) including but not limited to fire (including failure or reductions), acts of God, acts of the public enemy, wars, insurrections, riots, strikes, lock-outs, sabotage, any law, status or ordinance, thereof or any other local authority, or any compliance therewith or any other causes, contingencies of circumstances similar to the above. Either party shall promptly but not later than twenty days thereafter notify the other of the commencement; and cessation of such contingency, and if such contingency continues beyond three months, both parties agree upon the equitable solution for termination of this agreement or otherwise decide the course of action to be adopted.

5. **Termination Clause:** If the purchaser is not satisfied with the performance of the vendor during the contract he will be eligible to terminate the contract during its current period, after giving 3 months notice to the vendor.

ANNEXURE-II
SCOPE AND DESCRIPTION OF WORK

1. INTRODUCTION:

To provide security and other services at Tea Board, Regional Office, Tezpur.

2. Objectives:-

The major objectives are as follows:

To maintain security and other services as and when required.

3. SCOPE OF WORK

The scope of work is given in a separate sheet.------(as per work requirement)-----

That the agency is required to provide 03 Nos. security guards. The security guards are required to man for the guarding of the whole property of the Tea Board, Tezpur including campus. It is the duty of the security guards to provide all types of security inside the premises and also to ensure that the whole premises is not been disturb and damaged by the outsider, etc. To check the material /property going out of the building and outsides entering the building through the procedures of the office as laid down by the Authorized officer. The security personnel should be able to categorize the legitimate visitors without causing any embarrassment to them. Entry of cycles and vehicle such as scooters, motor cycle and motors of strangers/visitors shall not be allowed in the premises, unless otherwise permitted by the Authorized Officer. The Security guards should ensure that the flowers, plants, are not damaged either by the staff or by outsiders. The security guards will also help the fire fighting staff in extinguishing the fire, if there is a fire or any other natural calamities.

Schedule of work

The Security guards are required to attend the duty as per the shift detail prepared by the agency so that whole property of Tea Board, Tezpur is guarded 24X7, including Board holidays including Saturday and Sunday. They will open the office fifteen minutes prior to the office during office days and closing of the office only after departure of the officials from the office.

Job Responsibility

Security Guard is responsible to the in-charge Officer for maintenance of overall security, safety, housekeeping, fire preventive measures and reception desk. He will ensure that all instructions of the administration are strictly followed and there is no lapse of any kind. Besides manning the gates and operation of the fire fighting equipments a few other related tasks are required to be performed by the security guards such as opening and closing of the building and all gates. He has to switch on /off external lights viz neon sign, flex lights and security light of the building. After working hour they have to ensure that all the internal lights, fans, AC Machines UPS and switched off and office doors are closed. They have to operate the pump motor to lift water whenever required.

SECTION- V

TECHNICAL CONDITIONS OF CONTRACT

Technical specifications for service are as below:

03 Security guard

-----(*As per work/equipment/services required*)-----

SECTION VI

BID FORM

Tender No. (Name & Address of the purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including addendum Nos.the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver in conformity with said conditions of contract and specifications for sum of Rs. (Rupees (total bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to complete delivery of all the services specified in the contract within the specified timeframe as calculated from the date of issue of your work order.

We agree to abide by this bid for a period of minimum one year from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Proforma for Letter of Authorization For Attending Bid Opening

Subject: Authorization for attending Bid opening on -----dd/mm/yyyy-----in the tender at Tea Board, Regional Office, Tezpur for the engagement of Security Guard on behalf of
......

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.

Order of preference	Name	Specimen Signature
I		
II		

Alternate Representative _____

Signature of Bidder

Or

Officer authorized to sign the bid 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 representative are not able to attend.
2. Permission for entry to the hall, where the bids are to be opened, may be refused in case the authorization as prescribed above is not received.

Section VIII

PRICE SCHEDULE (Financial Bid)

	Description of manpower required to be provided	Qty Nos.	Total Price inclusive of all statutory obligation etc.
1)	Security guard (Un-armed)	03	i)Rs..... for one Security Guard per month. In words Rupees for one security guard per month (All inclusive i.e. Basic wage, Other charges including applicable service tax, service charges etc.) ii)Total in Rupees..... (for three guard per month inclusive of all i.e. Basic + other charges + service tax, + service Charge, etc). Rupees in word (for the three security guards). No other component should be mentioned in the

Signature of the bidder along with seal.

Format of Contract Agreement

(On Rs.100- Non Judicial Stamp Paper)

(Security)

This agreement is made on this -----day of -----of between TEA BOARD a statutory body under the Ministry of Commerce and Industries, Govt. of India at ----- duly represented by the Executive Director, TEA BOARD hereinafter referred as "the BOARD" (which expression shall unless repugnant to the context mean and include its successors and legal representatives) of the FIRST PART

AND

----- sole proprietorship firm having its office at -----
-----duly represented ----- proprietor hereinafter referred to as
"the agency" (which expression shall unless repugnant to the context mean and include its successors and legal representatives) of the SECOND PART

WHEREAS the Board intended to engage a suitable agency for providing Security Guards who are medically fit and capable to perform duty in shifts in the Board's Regional Office at Tezpur and for the said purpose the Board issued an open Tender notice No. ----- for inviting willing bidders

AND WHEREAS by a letter of intent with reference No. ----- the agency having it's office at ----- was informed about the acceptance of it's Tender submitted against Tender notice No. ----- for the period at a price and upon the terms and conditions herein contained.

AND WHEREAS on the requisition of the BOARD the agency has agreed to provide 03 (three) Nos. security guards, on contractual basis to BOARD as per the scope of work narrated below for the safety and security and other related and associated work of the aforesaid premises of the BOARD effectively and efficiently. The offer and acceptance were made on mutual agreement with effect from ----- for a consideration sum of Rs. -----

-----per month including Service Tax @ ----- and all other applicable Taxes and charges for providing a total 03 Nos. Security Guard as stated before and also in the Tender form.

AND WHEREAS it is also agreed that as and when it is required to engage more staff the agency will provide those staff as per the agreed rate and considering the minimum rate declared by the Govt. of Assam. No overtime payment or any other allowance/charges will be paid. The terms and conditions given in the Tender are also part of the Deed of Agreement and the agency has to follow those terms and conditions in letter and spirit.

NOW THIS DEED OF AGREEMENT WITNESSES AS FOLLOWS:

I. SCOPE OF WORK:

That the agency is required to provide 03 Nos. security guards. The security guards are required to man for the guarding of the whole property of the Tea Board, Tezpur including campus. It is the duty of the security guards to provide all types of security inside the premises and also to ensure that the whole premises is not been disturb and damaged by the outsider, etc. To check the material /property going out of the building and outsides entering the building through the procedures of the office as laid down by the Authorized officer. To perform watch and wards functions including night petrol on the various points of deployment. The security personnel should be able to categorize the legitimate visitors without causing any embarrassment to them. Entry of cycles and vehicle such as scooters, motor cycle and motors of strangers/visitors shall not be allowed in the premises, unless otherwise permitted by the Authorized Officer. The Security guards should ensure that the flowers, plants, are not damaged either by the staff or by outsiders. The security guards will also help the fire fighting staff in extinguishing the fire, if there is a fire or any other natural calamities.

II. THE SCHEDULE OF WORK

The Security guards are required to attend the duty as per the shift detail prepared by the agency so that whole property of Tea Board, Tezpur is guarded 24X7, including Board holidays including Saturday and Sunday. They will open the office five minutes prior to the office during office days.

III. JOB RESPONSIBILITIES

Security Guard is responsible to the in-charge Officer for maintenance of overall security, safety, housekeeping, fire preventive measures and reception desk. He will ensure that all instructions of the administration are strictly followed and there is no lapse of any kind. Besides manning the gates and operation of the fire fighting equipments a few other related tasks are required to be performed by the security guards such as opening and closing of the building and all gates. He has to switch on /off external lights viz neon sign, flex lights and security light of the building. After working hour they have to ensure that all the internal lights, fans, AC Machines UPS and switched off and office doors are closed. They have to operate the pump motor to lift water whenever required.

IV. PLACE OF DUTY: That all the persons will be engaged at Regional Office, Tea Board, Tezpur or any other places in Assam as directed by the Competent Authority of Board for which no extra payment will be made.

V. TERMS OF PAYMENT: That the Board has agreed to make the following payments to M/s
..... per month including all applicable Taxes and charges during the period of engagement as indicated below and the amount payable has been accepted by the agency.

1. Security guard, each: Rs.

The total amount per month for 03 security guards Rs. -----

The above rates are inclusive of all statutory payments to be paid by the agency under various legislation like Minimum Wages Act, P.F, E.S.I and Bonus Act including Service Tax @ ----- and other charges whatsoever. The agency should give an undertaking that they fulfill all the govt norms like minimum wage of the State Govt, PF, etc. for the deployed security guard for the Tea Board Office Tezpur.

VI. PAYMENT: That the monthly bill is to be submitted by the AGENCY to the Board on the 1st working day of the following month which may be paid by the 15th of the month with a cheque or through RTGS in favour of M/s However, payment shall be released only if it is accompanied by the proof of the following

a) Certified attendant sheet

VII. COMMENCEMENT OF AGREEMENT: That the agreement shall come into force from ----- for a period of 01 (one) year which may be extended with mutual consent. Incase due to unavoidable circumstances the parties are not able to agree mutually for extension of contract period, the agency shall continue to render services till any alternative arrangement is made with the same terms and conditions.

VIII. PREMATURE TERMINATION OF AGREEMENT: That either party is entitled to terminate this agreement due to some unavoidable circumstances by giving a minimum notice period of two months in writing.

IX. DEPLOYMENT: That the day to day deployment of the security personnel shall be made by the AGENCY as per the requirement of the Board in consultation with the Estate Officer of any other official so designated by the BOARD for this purpose.

X. ENFORCEMENT OF STATUTORY LAWS: That the agency shall ensure and binding to comply with the relevant prevailing statutory laws. The agency is furnishing the following Registration Nos. / Code Nos. and Account No. for enforcement of statutory obligations. Viz. a.Account No..... , b. Branch..... c. PF..... , d. Service Tax Code. e) PAN.....

If it is brought to the notice of the BOARD by the appropriate authority about default of payment of statutory dues the same shall be deducted from the monthly payment/performance security of the AGENCY and shall be deposited before the appropriate authority on demand.

XI. ACCOMMODATION: That the BOARD may provide accommodation for security personnel with common toilets and bathroom with free electricity and water.

XII. OPERATIONAL REQUIREMENT: That the AGENCY shall provide at its own cost uniforms duty enforcement suitable serviceable tools i.e. Torch light, etc. to the security personnel.

XIII. REPLACEMENT OF MANPOWER: That in case of any absence of manpower in any day due to sickness, short leave, long leave or any other reasons whatsoever the vacancy shall be taken care of by the AGENCY with immediate suitable substitution against the vacancy.

XIV. LIMITATION OF AGE FOR SECURITY PERSONNEL: That since the persons deployed as security guard, so the age of those personnel may vary but should not be more than 60 years of age. They must be physically and mentally fit for duty.

XV. LOSS AND DAMAGES: That any loss and damages caused to any of the assets, materials, property of the BOARD due to negligence (willful or otherwise) of the personnel engaged by the AGENCY shall be compensated by the AGENCY, else shall be recovered by deducting the actual loss in terms of monetary value from the monthly payment payable to the AGENCY.

XVII. ARBITRATION: In the event of any dispute or difference relating to this agreement shall be referred to the Chairman, Tea Board also may appoint sole arbitrator as per the provision of Arbitration and Conciliation Act 1996. The venue of arbitration shall be Guwahati and the language shall be English.

XVIII. DECLARATION: That the AGENCY hereby declares that it shall not act in contravention with the provisions of "The Private Security Agency (Regulation) Act, 2005" and the Assam Government Any Rules on Security Agency and any other Acts, Rules, Regulations, Orders enforced for the time being in order to regulate the employment of those persons engaged by the agency. The AGENCY further declares to indemnify and compensate and hold the BOARD harmless against any and all Losses resulting from or arising out of any action brought against BOARD arising out of this Agreement.

XIX. INDEMNITY: The AGENCY hereby indemnifies to hold the BOARD harmless against any and all losses resulting from or arising out of any action brought against BOARD arising out of this Agreement.

IN WITNESS WHEREOF the BOARD and AGENCY have signed this deed on the day and year first above written in the presence of:

SIGNATURE

TEA BOARD

M/S -----

WITNESS

1.

2.