

**Tender no: SCPS (SG)225/2022-23/01**

**TENDER DOCUMENT  
FOR HIRING PRIVATE SECURITY SERVICE**

**For the Govt. run Children and Observation Homes, Assam**

**ISSUED BY,**

**OFFICE OF THE MEMBER SECRETARY, STATE CHILD PROTECTION  
SOCIETY, ASSAM**

**SURVEYBUS STOP, HOUSE NO 46, 1<sup>st</sup> floor, BELTOLA ROAD,  
GUWAHATI- 781005**

## SECTION I

**Tender no: SCPS (SG)225/2022-23/01**

### **NOTICE INVITING TENDER**

SCPS, Assam invites tenders affixing Court Fee Stamp of Rs. 8.25/- from reputed Licensed Private Security Agencies for hiring of Security Service for the children and Observation Home Boko, Kamrup, Jalukbari and Fatasil Ambari Metro, Panigaon-Nagaon, Lichubari Jorhat, Bagalijan- North Lakhimpur and Meherpur Silchar. The period of contract shall be up to March 2024 and may be reduced or extended at the discretion of this office. The contract will be effective after signing of agreement with the Superintendent, Children and Observation Home Concern.

Agencies willing to offer service may download the Tender document from the official website <https://socialwelfare.assam.gov.in>. The bidder shall submit an EMD for Rs. 25,000/- (Rupees Twenty Five Thousand) only in the form of Demand Draft drawn in favour of the Member Secretary, State Child Protection Society, Assam.

• **Service to be provided :**

<b>Homes</b>	<b>Type of guards</b>	<b>Number of guards</b>
Boko	Security Guards(Unarmed)	12
Jalukbari	Security <b>Guards Female</b> (Unarmed)	8
Fatasil Ambari	Security Guards (Unarmed)	8
Panigaon , Nagaon	Security <b>Guards Female</b> (Unarmed)	6
Lichubari, Jorhat	Security Guards (Unarmed)	6
N. Lakhimpur	Security Guards (Unarmed)	6
Meherpur, Silchar	Security Guards (Unarmed)	6

The cover should be superscripted with the title of the Tender on the top of the envelope addressed to the undersigned along with name, address and contact no. of the responder on the bottom left corner of the envelope.

- **Schedule to the invitation of Tender**

SI.	Scheduled	Start date	Start time	End date	End time
1	Issue of Tender	21/01/2023	11:00 AM	--	--
2	Bid submission	21/01/2023	10:00 AM	06/02/2023	01.00 PM
3	Technical Opening Bid	06/02/2023	03.00 PM	--	--
4	Financial Opening Bid	Will be informed in due course			

Sd/-  
Member Secretary  
State Child Protection Society, Assam

**SECTION II**  
**SCOPE OF WORK**

Office of the State Child Protection Society, Assam would be referred in the document as the Department and the individual/bidder/tours and travel participating in the bid would be referred as bidder.

**A. SERVICES TO BE PROVIDED**

**1. Service:**

1.1 The bidder shall be responsible for the security of the entire premises of the Children & Observation Home as mentioned above.

1.2 The bidder would deploy un-armed security guards in the premise / building of the Children & Observation Home round the clock in shifts.

1.3 The security Guards would be of minimum 18 years and maximum of 60 years of age.

1.4 Security Guards provided should be physically fit to perform the duties of Security Guard and should be able to read and write Assamese, Hindi and English.

1.5 The bidder and its security Guards shall take necessary action as may be directed by the Superintendent, Children/ Observation Home concern to provide security service to the children in need of care and protection and in conflict with law under JJ Act. And to prevent theft, pilferage, burglary, loss or damage to any of the Children Institution's property inside the Home campus.

1.6 The security guards shall ensure that all the children in Institutions are enjoying the institution's rules, regulation, and discipline as prescribed by the Superintendent of the institution under JJ Act. Also the security guard shall ensure that all children are with sound health, maintain unity and solidarity amongst the children inside the Home.

1.7 A log sheet, specifying daily reporting and relieving time of security guards shall be maintained for each guard. The bidder should submit the duly filled in log sheet, signed by the controlling officer, along with the bill, on monthly basis.

1.8 Guards should wear plain dress / uniform, while on duty, prescribed by the bidder with approval of the Superintendent of the Children Institutions.

1.9 The Agency shall issue ID Cards to the Security Guards who will be deployed with the Department.

1.10 Guards should have undergone proper training on all security related issues, should be decent and well behaved.

1.11 Guards should be trained on JJ Rules norms and other child related issues.

1.12 Replacement of security guards should be provided in the event of sickness or in any other circumstances, when the guard is absent, with approval of the Member Secretary, SCPS, Assam.

**2. Period of contract:** Under normal circumstances the contract shall be valid for a period of one year from date of issue of work order. The period may be extended further (for one year at a time) if mutually agreed between the concerned Superintendent of the Home and the selected bidder.

**3. Reporting Place:** The Superintendent of the Children / Observation Home Concerned.

**4. Penalties:**

In case of security guard remaining absent from duty without prior information a substitute shall be provided by the bidder immediately failure to do so would impose penalty. Penalty may also be levied for late reporting / non-reporting of guards as stipulated below

The penalty for some of the defaults is as under:-

<b>Sl.</b>	<b>Nature of default</b>	<b>Penalty (In Rs)</b>
1	Late Reporting	Rs 100/- per day
2	Non reporting	Rs. 500/- per day
3	Refusal of duties	Rs. 500/- per instance
4	Non-observation of dress-code	Rs. 100/- per instance
5	Change of security guards without prior permission	Rs. 500/- per instance

**SECTION III**

**BIDDER'S PROFILE**

**General:**

<b>Sl. no.</b>	<b>Particulars</b>	<b>Please furnish details</b>
1.	Name of the Bidder / Private Security Agency :	
2.	Address of the Bidder / Private Security Agency :	
3.	Telephone numbers with STD code (O), Mobile number & Fax number :	
4.	Detail of Licence under Private Security agency (Regulation) Act 2005:	
5.	Detail of Licence for operating as Private Security Agency in Guwahati:	
6.	Name of Proprietor / Partners / Directors	
7.	Bidder's bank, its address and his current account number :	
8.	GST Registration Number	

I / We, hereby declare that the information furnished above is true and correct. I am also attaching the copies of license /authorization documents claimed hereunder.

Place:

**Date:**

Signature of Bidder / Authorized signatory.....

Name of the Bidder.....

Seal of the Bidder

**SECTION IV**  
**ELIGIBILITY CONDITIONS**

The intending Supplier should meet the following criteria to be eligible for participating in the bid.

<b>Eligibility Qualifications</b>		
This invitation to submit Bids to the Tender Document is open to those bidders who meet the following eligibility criteria. Documents to be submitted to intensify eligibility are also listed		
S. No.	Eligibility Conditions	Documentary proof to be submitted
1	Submission of Bid Security	The Applicant shall furnish as part of its Proposal, a Bid Security of Rs.25,000/- (Rupees Twenty Five Thousand Only) in the form of a Demand Draft / Banker's Cheque issued by one of the Nationalized / Scheduled Banks in India in favour of Member Secretary, SCPS, Assam Guwahati with validity for 180 days from the date of issue of Tender document. The Bid Security will be returned to unsuccessful Applicants within 30 (thirty) days from date of finalization of order. The Bid Security of the selected Applicant shall be returned, up on the Applicant signing the Agreement.
2	The Security agency should registered security agency under the Private Security Agency (Regulation) Act, 2005.	License issued under the Act.
3	The Agency must have a valid license for operating a Private Security Agency (PSA) at Guwahati.	Valid PSA License
4	The bidder should not have ever been blacklisted by any State /Central Government Department/PSU/ Agency in the past for breach of general or specific conditions of contract, fraudulent, unethical or corrupt business practices.	Declaration of same on the Letter Head of Firm.

5	The Agency must quote the breakup of salary proposed to be paid to the guards as per minimum wages notified by Labour and Welfare Department, Govt. of Assam. The wages must also comply with guidelines viz Basics and VDA, EPF, ESI & Bonus, Service Charges, applicable taxes etc.	Affidavit declaring that the salaries paid to the Guards shall not be less than stipulated under Minimum Wages Act and he/she shall comply with all statutory requirements connected there to.
6	The bidder should have experience during the last 5 financial years of providing security service to any Government/reputed Private Organizations in Assam.	Detail of experience as perform at given at Appendix 1.
7	Bidder should have an average annual turnover of at least Rs.25 lakhs in hiring of Security personnel in each of the previous three financial years (2019-20, 2020-21 & 2021-22)	Bidder should enclose audited balance sheet for the previous three financial years (2019-20, 2020-21 & 2021-22). Along with the Annual Turnover statement.
8	Other Documents (to be submitted by the bidder along with the proposal)	<p>Non refundable court fee stamp of Rs.8.25 (Rupees eight &amp; paisa twenty five) only.</p> <p>The tender document shall be signed by the proposer in all the pages with official seal.</p> <p>Any other information which may be useful in the process of evaluation</p>



**SECTION V**  
**INSTRUCTIONS TO BIDDERS**

- i. Invitation to this tender is in connection with hiring of Security service.
- ii. Tenders should be addressed to "Office of The Member Secretary, State Child Protection Society, Assam, Survey Bus Stop, House No. 46, 1<sup>st</sup> Floor, Beltola Road, Guwahati- 781028
- iii. Tenders can be submitted in person on or before the due date and time specified in the Tender Notice. Such tenders should be dropped in the tender box only kept at the Office of The Member Secretary, State Child Protection Society, Assam, Survey bus, Stop, House No. 46, 1<sup>st</sup> Floor, Beltola Road, Guwahati- 781028
- iv. Alternatively, the bidder can submit the tender by registered post so as to reach the above address on or before the due date and time specified in the Tender.
- v. Tenders received after due date and time will not be considered and the Office shall not be liable or responsible for any postal delays.
- vi. A tender once submitted shall not be permitted to be altered or amended.
- vii. The Tender document may be downloaded from the official website **<https://socialwelfare.assam.gov.in>**.
- viii. Technical Bid should contain EMD for an amount of Rs.25,000/- by Demand Draft drawn on any Nationalized Bank in favour of 'Member Secretary, State Child Protection Society, Assam'.
- ix. The EMD of unsuccessful bidders will be returned after acceptance of the successful Tender and issue of Work Order to the successful bidder within a reasonable time frame. The EMD returned to the unsuccessful bidders shall not earn any interest thereof.
- x. Any bid not secured with EMD amount will be rejected by the office as non-responsive.
- xi. The EMD amount may be forfeited:
  - a. if a bidder withdraws the bid during the period of bid validity specified in the tender; OR
  - b. in the case of successful bidder, if the bidder fails to sign the contract or to submit the Security Deposit, after awarding of the contract.
- xii. A prospective bidder requiring any clarification in the Tender may notify the office by letter or by e-mail. The office will respond in writing to any request for clarification in the Tender.
- xiii. The office, at its discretion, may extend the due date and time for the submission of bids on account of amendments.
- xiv. **The bidders must periodically browse the website - <https://socialwelfare.assam.gov.in> till one day before the closing date of this Tender for any amendments or corrigendum issued in connection with this Tender.**

- xv. The bid shall be signed by the bidder or a person duly authorized to bind the bidder to the Contract. All pages of the bid shall be signed and stamped by the authorized person.

**SECTION VI**  
**METHOD OF SELECTION**

- A two-stage procedure will be adopted in evaluating the proposals: (i) technical evaluation, which will be carried out prior to opening any financial proposal and (ii) financial evaluation. Agency will be ranked using a combined technical/financial evaluation.

**A. Bid Document**

Bid document is in two parts (a) Technical bid and (b) Financial Bid,

**1. TECHNICAL BID:**

The SCPS, Assam will evaluate if the bidder comply with all the eligibility conditions given in Section IV provided in the tender document. If the bidder ensures compliance to all eligibility conditions and furnish all documentary proof of the same, they would be considered for participation in the financial bid. Qualified technical bids shall only be considered for financial evaluation. The office shall notify the Supplier the results of the technical evaluation and invite the qualified ones for price bid opening. The price envelopes of others not qualified in technical will be returned unopened after completing the selection procedure.

**The Technical bid** shall consist of:

- a. Notice Inviting Tender
- b. Instructions to bidders
- c. General condition (Commercial) of the contract
- d. Special conditions of contract
- e. Bid Form given at Section II
- f. Eligibility documents cited at Section B.
- g. Bid security

## **2. FINANCIAL BID:**

The financial proposal shall consist of:

- a. Rate schedule

The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents .Failure to furnish all the information required as per Bid documents or submission of the bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

A prospective bidder requiring any clarification on the Bid document shall notify the authority in writing. The SCPS, Assam shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of Tender.

Formats for Financial Bid is given at Appendix 1.

### **SECTION - VII** **PENALTY**

1. If the service is not up to the mark or to the satisfaction of the office, the contract will be liable to be terminated on issuance of one week's notice by office.
2. Other penalty that shall be levied and recoverable from the monthly rent are as under:

Sl. No.	Nature of default	Penalty(In Rs)
1	Late Reporting	Rs100/-per day
2	Non reporting	Rs.500/-per day
3	Refusal of duties	Rs.500/-per instance
4	Non-observation of dress-code	Rs.100/-per instance
5	Change of security guards without prior permission	Rs.500/-per instance

**SECTION VIII**  
**GENERAL TERMS AND CONDITIONS**

**1. Amendment to bid document**

At any time prior to the deadline for submission of Proposal, SCPS, Assam may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the Bid document by the issuance of Addendum/ Amendment / Corrigendum and posting it on the Official website.

In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Department may, in its sole discretion, extend the last date of submission.

**2. Bid Form**

The bidder shall complete the Bid Form and the appropriate price schedule furnished in the bid document covering the services to be rendered. The quality and price schedule as per Financial bid.

**3. Bid Price**

- i. The bidder shall quote as per price schedule given in financial bid for 52 or more numbers of security guards.
- ii. The price quoted by the bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- iii. "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.
- iv. The expenses on uniforms, other accessories, rainy-wear etc. shall be borne by the bidder alone.
- v. The Agency must quote the breakup of salary proposed to be paid to the guards as per minimum wages notified by Labour and Welfare Department, Govt. of Assam.
- vi. The financial bid would be inclusive of GST. Department would deduct GST, Income Tax and any other Government Tax (as applicable) at source at the time of release of payment.

**4. Bid security**

- i. The Applicant shall furnish as part of its Proposal, a Bid Security of **Rs. 25,000/-** (Rupees Twenty Five Thousand Only) in the form of Demand Draft in favor of Member Secretary, State Child Protection Society, Assam with validity for 180 days from the date of issue of Tender document. The Bid Security will be returned to unsuccessful Applicants within 30(thirty) days from date of finalization of order. The Bid Security of the selected Applicant shall be returned, upon the Applicant signing the Agreement. Any

Bid not accompanied by the Bid Security shall be rejected by the Department as non-responsive.

ii. The SCPS, Assam shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

**iii. The Bid Security may be forfeited**

- a) If bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form.
- b) If the successful bidder fails
  - To sign contract in accordance with the clause of section 4 specified in the tender document
  - to furnish performance security

**5. Submission of bids**

- a. The bids should be submitted duly sealed and addressed to the Member Secretary, SCPS, Assam and deposited in tender box or sent by courier / speed / regd. Post on or before time of due date.
- b. Any bid received after the deadline for submission of bids shall be rejected and returned to the bidder.
- c. Method of preparation of bid:
  - i. Bid for each tender should be submitted in envelopes placed inside a main cover. These envelopes should contain the following;

Envelope	Marked on the cover	Contents of Envelope
First	Bid Security (EMD)	Containing Bid security and the Cost of tender Document
Second	Technical Bid	Containing documents establishing eligibility of the bidder to participate in the tender
Third	Financial Bid	Rates duly quoted by the Bidder in the prescribed format.

On all these envelopes the name of the firm and whether "Bid security" OR "Technical bid" OR "Financial bid" must be clearly mentioned and should be properly sealed (with sealing wax/packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax / Packing PVC tape). **The Bids that are not submitted in above mentioned manner should be summarily rejected.**

All envelopes (3 inner & one outer) must be the following on the left hand top corner side:-

## **TENDER FOR HIRING PRIVATE SECURITY SERVICE**

“NOT TO OPEN BEFORE (DUE DATE OF TENDER)”

### **(Tender no. Tender no: SCPS (SG)225/2022-23/01)**

1. All envelopes (3 inner & one outer) must be the full address of the tender in authority at the center of envelope.
2. All envelopes (3 inner & one outer) must be the full name and full address of the Bidder at the bottom right hand side corner of the envelope.
  - ii. The Bid with conditions other than those specified in the Bid document is liable to be summarily rejected. No modification by the bidder in any of the conditions will be permitted after the Bid is opened.

### **6. Bid opening**

The SCPS, Assam shall open bids in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening.

### **7. Evaluation**

- i. Bidders who have submitted the valid Bid Security, i.e., EMD as per requirement shall be considered for further evaluation. Absence of Bid Security may lead to summary rejection of the bid.
  - ii. The SCPS, Assam shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.
  - iii. If there is discrepancy between words and figures the amount in words shall prevail prior to detailed evaluation, the SCPS, Assam will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by SCPS, Assam.
- **Technical Evaluation:** The SCPS, Assam will evaluate if the bidder comply with all the eligibility conditions given in point B of section IV provided in the tender document. If the bidder ensures compliance to all eligibility conditions and furnish all documentary proof of the same, they would be considered for participation in the financial bid.
  - **Financial bids** shall be opened of those bidders whose qualifying bids found successful.

### **8. Award of Contract**

The SCPS, Assam shall consider placement of letter of intent to those bidders

whose offers have been found technically, commercially and financially acceptable. The bidder shall within 10 days of issue of letter of intent, give his acceptance along with performance security in given format at Appendix 2.

#### **9. Right to vary quantities**

The SCPS, Assam reserves the right at the time of award of contract to increase or decrease the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity of other terms and conditions.

#### **10. Signing of Contract**

Signing of Agreement shall constitute the award of hiring contract on the bidder. Upon the successful bidder furnishing the Performance Security, The SCPS, Assam shall release its bid security.

#### **11. Annulment of Award**

Failure of the successful bidder to comply with the requirement of clause N shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which even The SCPS, Assam may make the award to any other bidder at the discretion of the Department or call for new bids.

#### **12. Period of validity of bids**

The bid shall remain valid for one year after the date of opening of bids. A bid valid for a shorter period shall be rejected by the Department as non-responsive. A bidder accepting the request of the Department for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

**SECTION - IX**  
**BID FORM**

To,

**The Member Secretary,**  
State Child Protection Society, Assam  
Survey Bus Stop, h/n-46  
Guwahati- 781028, Assam

Dear Sir,

2. Having read the conditions of contract and services to be provided the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide security services in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached here with and made part of this Bid.
3. We undertake to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
4. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for 10 % of the work value as mentioned in tender document for due performance of the Contract.
5. We agree to abide by this Bid document for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
6. Until an agreement is signed and executed, this Bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
7. Bid submitted by us are properly sealed and prepared so as to prevent any subsequent replacement.

Dated, this ..... day of ..... 2023.

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address.....,

Signature.....



## **SECTION-X**

### **GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

#### **1. Application**

1.1 Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified here in unless otherwise agreed by the Department.

#### **2. Performance Security**

2.1 The successful bidder shall be required to deposit an amount of 10% of the work value within 2 weeks of conveying the Department's intention for accepting the bid as Performance Security in form of Bank Guarantee valid for 8 (eight) months.

2.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the Performa provided in Appendix 2 of the bid document.

2.3 Performance Security will be discharged after completion of bidder's performance obligations under the contract.

2.4 If the bidder fails or neglects any of his obligations under the contract it shall be lawful for the Department to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

#### **3. Execution Time Limit**

3.1 The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

#### **4. Payment Terms**

4.1 Monthly bills shall be submitted in duplicate to the authority specified in contract along with duty slips duly signed by the user.

#### **5. Termination of Contract**

5.1 The Department without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.

- If the bidder fails to provide security services within the period(s) specified in the contract or any extension thereof granted by the Department.
- If the bidder fails to perform any other obligation(s) under the contract.

5.2 The SCPS, Assam may without prejudice, to other rights under law or the contract provided get the hiring of private security services done at the risk and cost of the bidder, in above circumstances.

## **6. Termination for insolvency**

6.1 The SCPS, Assam may also by giving written notice and without compensation to the bidder terminate the contract if the bidder becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

## **7. Force Majeure**

7.1 If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is 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 (Hereinafter 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 reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of SCPS, Assam as to whether the supplies 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 30 days either party may, at his option terminate the contract.

## **8. Arbitration**

8.1 In the event of any question, dispute or difference arising under the agreement or in connection therewith (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the State Child Protection Society, Assam.

8.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

8.3 The venue of the arbitration proceeding shall be office of the Member Secretary, SCPS, Assam.

## **9. Set Off**

9.1 Any sum of money due and payable to the successful bidder (including

security deposit refundable to him) under this contract may be appropriated by The SCPS, Assam and set off the same against any claim of SCPS, Assam for payment of a sum of money arising out of this contract or under any other contract made by bidder with SCPS, Assam.

## **SECTION-XI**

### **SPECIAL CONDITIONS OF CONTRACT**

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in section IV and general (commercial) conditions of the contract as contained in section VI and where there is a conflict, the provisions here in shall prevail over those in section IV and section VI.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, 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.
3. The SCPS, Assam reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract.
4. The SCPS, Assam reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. The engagement and employment of security guard and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the bidder and any breach of such laws or regulations shall be deemed to be breach of this contract.
6. The Agency shall be responsible for all losses / damages to the Children's Institution property put under their charge or to the property specifically entrusted by SCPS, due to the negligence, carelessness or dereliction of duty directly or indirectly on the part of the security personnel which will be made good by the Agency as specified by the Superintendent of the Home. The decision of SCPS and Superintendent in this regard shall be final and binding on the Agency provided that the SCPS shall afford to the Agency an opportunity of being heard to represent its case before such final decision is taken.
7. The SCPS, Assam reserves right to counter offer price against price quoted by the bidder as per the bench marked price.

## **SECTION-XII**

### **AGREEMENT FOR PRIVATE SECURITY SERVICES**

This agreement is made on this \_\_\_\_\_ day of 2023 between M/s.....

(herein after called the Security Agency whose term includes its successors and assignees) whose registered office is at..... and between Member Secretary, State Child Protection Society, Assam.

The validity of this contract agreement will be from..... day of... Month of year .... to .....day of... Month of year.... This agreement can be terminated at any time on giving a written notice of one month from either side, provided SCPS, Assam / concerned Superintendent shall have the option to renew this agreement on mutually agreed terms and conditions for a further period from the date of expiry thereof.

Now, these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The Agency shall comply with all the terms and conditions of the tender document which are integral parts of this agreement and also the following.
2. The Agency shall deposit an amount of 10% of the work value within 2 weeks of receiving the Department's intention for accepting the bid as Performance Security in form of Bank Guarantee valid for the period of contract. If the Agency fails or neglects any of his obligations under the contract it shall be lawful for the SCPS to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.
3. The Agency shall be responsible for the security of the entire premises of the Children's Institution including the building, structure, movable and immovable properties throughout the period of contract. The Agency and its security Guards shall take necessary action as may be directed by the Superintendent of the Home / Institution to prevent theft, pilferage, burglary, loss or damage to any of the Children's Home property inside or outside or connected with or meant for the office given to them specifically for guarding.
4. The Agency shall provide the number of Security personnel as desired and required by the Children's Institutions from time to time on hire basis. However, the security personnel deployed shall be in these services of the Agency and shall not be deemed to be employee of the Children's Institutions in any manner.
5. The bidder would specify one among the eight security personnel engaged as

the Supervisor, who would confirm to the norms of being selected as a Supervisor in accordance with Private Security Services (Regulation) Act 2005.

6. The Children's Institution shall be free to ask the Agency to withdraw any particular Guard/Guards and any number of security guards without disclosing any reason for the same. The Agency has agreed to change any of its guard/guards as and when demanded by the Superintendent of the Children's Institution.
7. The Agency shall provide additional security personnel to the Children's Institution, if required, on a short notice of seven days, the cost of which shall be worked out at the rate of per guard settled in the agreement.
8. The Agency shall issue ID Cards to the Security Guards who will be deployed with the Children's Institution.
9. Guards should wear the uniform, while on duty, prescribed by the Agency with approval of the Superintendent of Children's Institution. The expenses on uniforms, other accessories, rainy-wear etc. shall be borne by the bidder alone.
10. The guards must report to duty strictly for specified hours (8/10 Hr) in each shift, seven days a week as per the roster or duty schedule to be prepared in this regard. This shall exclude the half hour food / lunch break, turn by turn.
11. Security Guards provided should be physically fit to perform the duties of Security Guard and should be able to read and write Assamese & Hindi.
12. The Agency shall be responsible for all losses / damages to the Children Home's property put under their charge or to the property specifically entrusted by the Superintendent of the Home, due to the negligence, carelessness or dereliction of duty directly or indirectly on the part of the security personnel which will be made good by the Agency as specified by the Children Home. The decision of the Superintendent of the Home in this regard shall be final and binding on the Agency provided that the SCPS / Home shall afford to the Agency an opportunity of being heard to represent its case before such final decision is taken.
13. Opening of office doors/locks during morning hours for cleaning and closing the windows / window panes / door and putting the locks after office hours shall be the responsibility of the security personnel on duty. The security guards shall ensure that all the lights / fans and other electric equipments are switched off after the staff has left.
14. A log sheet, specifying daily reporting and relieving time of security guards shall be maintained for each guard. The Agency should submit the duly filled

in log sheet, signed by the controlling officer, along with the bill, on monthly basis.

15. Guards should be trained to undertake preventive firefighting operations in the event of commencement of fire with the available fire fighting equipments installed in the office premise of the Children's Home to the extent possible with the said appliances.
16. Once the Guard has been allotted as pot / site he shall remain the same position till he /she is shifted.
17. Replacement of security guards should be provided in the event of sickness or in any other circumstances, when the guardians absent, with approval of the Department.
18. In case of security guard remaining absent from duty, a substitute shall be provided by the bidder immediately failure to do so would impose penalty. Penalty may also be levied for late reporting /non-reporting of guards as mentioned above.

<b>Sl.</b>	<b>Nature of default</b>	<b>Penalty (In Rs)</b>
1	Late Reporting	Rs100/-per day
2	Non reporting	Rs.500/-per day
3	Refusal of duties	Rs.500/-per instance
4	Non-observation of dress-code	Rs.100/-per instance
5	Change of security guards without prior permission	Rs.500/-per instance

19. The security personnel shall not indulge in any criminal activities/malpractices, alcohol or substance abuse or undesirable acts. In such cases they will be dealt with under the provision of law and the Agency shall be fully responsible for it.
20. The Agency shall continue to be responsible for the security personnel in respect of the terms and conditions of their services, insurance, payments, P.F., gratuity, attendance, medical care, disciplinary matters etc of such security guards and other such persons who shall remain fully under the administrative control, financial control and supervision of the agency. The Children's Institution shall be the sole authority in respect of nature of the duties to be entrusted to and the manner of performance of their duties exclusively for the purposes of this agreement. The security personnel shall at no time be treated as employees of the Children's Home / Institution.
21. The bills of the services rendered shall be accepted by 30<sup>th</sup> of the following month and the payment will be made. Department would deduct VAT,

Income Tax and any other Government Tax (as applicable) at source at the time of release of payment, if they are entitled.

22. In consideration of the obligations undertaken by the Agency under this agreement, the SCPS, Assam shall pay to the security charges on the basis of number of duties and category of such security personnel actually engaged by the Agency for the effective operation of this agreement based on the quotations / terms. The charges to be paid for .....hours of duty per day per security guard for one month shall be Rs....as per quotation. This amount is inclusive of GST and any other Government Tax.

Signed \_\_\_\_\_

Signed \_\_\_\_\_

on behalf of the Children / Observation Home

For and on behalf of the Agency

Name (caps) \_\_\_\_\_

Name (caps) \_\_\_\_\_

Position \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

In the presence of Witnesses

In the presence of Witnesses

1.

1.

2.

2.





**APPENDIX -1 FINANCIAL BID**

Sl.	Description: Unarmed security Guards to be Deployed on shift basis	Unit	Rate per guard	Rate for total no. of guardsin  The category	GST	Total value (all inclusive) *
1	Security Guards (Unarmed)					

\*Any additional / out of pocket cost claimed out of the total value of contract quoted here would not be retained.

Dated \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_

Signature of the Bidder

Name of Bidder \_\_\_\_\_

**APPENDIX-2**

**EXPERIENCE CERTIFICATION**

5 years of experience of providing security service to any Government or reputed Private Organizations in Assam.

<b>Detail of experience in similar type of contract</b>						
<b>SL.</b>	<b>Year of work</b>	<b>Description of work undertaken</b>	<b>Name &amp; Address of the Agency that awarded the work</b>	<b>Value of the work(Rs )</b>	<b>Date of work order</b>	<b>Date of completion of work</b>
<b>(a)</b>		<b>(b)</b>	<b>(c)</b>	<b>(d)</b>	<b>(e)</b>	<b>(f)</b>
<b>1</b>						
<b>2</b>						
<b>3</b>						
<b>4</b>						

This is to certify that the information contained in table above is true and correct.

Allotment order/ copy of agreement is enclosed.

Name of the Applicant:

Signature of the Applicant:

Date:

Seal of Applicant:

### **APPENDIX-3**

#### **BANK GUARANTEE FOR PERFORMANCE SECURITY**

FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY  
UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No. \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_ (Name of the Bank) \_\_\_\_\_

\_\_\_\_\_ (Hereinafter referred to as the "Bank")

#### **Beneficiary of Bank Guarantee**

Member Secretary, SCPS, Assam

#### **Context of Bank Guarantee**

Performance Security in pursuance of Clause 3 of the Contract Agreement dated (here in after referred to as the "Agreement"), executed between the Member Secretary, SCPS, Assam (here in after referred to as the "Department") and ..... (here in after referred to as "Bidder") for providing private security services at the Children's Home. The Department (hereinafter referred to as the "Work or Services"), however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage or adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

#### **Operative part of the Bank Guarantee**

At the request of the Bidder, we \_\_\_\_\_, (name and address of the bank), (hereinafter referred to as the "Bank"), do hereby unconditionally and irrevocable affirm and undertake that we are the Guarantor and are responsible to the Department i.e. the beneficiary on behalf of the Bidder, up to a total sum of Rs. .... (Rupees.....only), such sum being payable by us to the Department immediately upon receipt of first written demand from the Department.

We unconditionally and irrevocably undertake to pay to the Department on an immediate basis, upon receipt of first written demand from the Department and without any cavil or argument or delaying tactics or reference by us to the Bidder and without any need for the Department to convey to us any reasons for invocation of the Guarantee or to prove the failure to perform the Services as per requirements on the part of the Bidder or to show ground or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. \_\_\_\_\_ (Rupee only).

We hereby waive the necessity of the Department to demand the said amount from the Bidder first prior to serving Demand Notice upon us for the encashment to this Bank Guarantee amount.

We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the Department that the Department shall, be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by the Bidder, which are recoverable by the Department by invocation of this Guarantee.

This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency / validity period, except with the previous written consent of the Department.

We unconditionally and irrevocably undertake to pay to the Department any amount so demanded not exceeding Rs.\_\_\_\_(Rupees\_\_\_\_only) notwithstanding any disputes raised by the Bidder or anyone else in any suit or proceedings before any arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the Department, shall be valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.

This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until\_\_\_\_\_.

Notwithstanding any clause contained herein in:

Our liability under this Bank Guarantee shall not exceed Indian Rs. \_\_\_\_\_Thousand (Rupees .....Thousand only).

This unconditional and irrevocable Bank Guarantee shall be effectively valid from \_\_\_\_\_to\_\_\_\_\_.

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the Department serves upon us a written claim order mandon or before\_.

Authorized Signatory  
for Bank

*Notes:*

1. *The Bank Guarantee should contain the name, designation and Code number of the Officer(s) signing the Guarantee.*
2. *The address, telephone no. and other details of the Head office of the Bank as well as the issuing Branch should be mentioned on the covering letter of the issuing Branch.*