



ATARI/12/Security Guard/2019-20

Dated: 12th November, 2020

NOTICE INVITING e-TENDERS (NIT)

The institute is planning to engage a **SERVICE AGENCY/CONTRACTOR FOR MANNING OF SECURITY ARRANGEMENT AT ICAR-ATARI, Zone - VII, UMIAM FOR A PERIOD OF ONE YEAR (s), EXTENDABLE ANNUALLY SUBJECT TO SATISFACTORY PERFORMANCE**

Offers should be based in 2 e-bid systems -

- i) Technical and commercial e-bid.
- ii) Financial E-bid.

E-bidders qualified in the Techno-Commercial E-bid, their Price E-bid will be opened in the presence of the committee members (the date will be intimated). Online e-tenders, in two-e-bid system, are invited by Director, ATARI, Umiam for selection of service agency for manning of Security arrangement at ATARI, Umiam, for a period of one year, extendable annually subject to satisfactory performance, as per enclosed details and related terms and conditions.

1. E-bidders /E-tenderers would be required to register on the Government e-Market place (i.e. GeM) Portal at <https://gem.gov.in/>. Using a valid registration with the Portal they will be provided with a user ID and Password by the system through which they can submit their e-bids online.

2. E-bidders/E-tenderers can download the e-bid document from GeM website at <https://gem.gov.in/>. E-bidders/E-tenderers are required to submit the e-bid online by scanning and uploading all the relevant documents through <https://gem.gov.in/>.

3. E-tender document can also be downloaded from the Institute's website at www.icarzcu3.gov.in. For further details regarding Amendment /Addendum /Extension please visit website: www.icarzcu3.gov.in.

4. Earnest Money Deposit (EMD) in the form of Banker's Cheque or Demand draft, drawn in favour of Director, ATARI, Zone-VII, Umiam, Bank Guarantee of any Scheduled Bank, shall be scanned and submitted online, along with the Techno-commercial e-bid (Un priced E-bid), within the period of e-tender online submission date and time and the original (hard copy) should be sent to i/c Administration.

5. In the event of the date being declared as a closed day for purchaser's office, the due date for submission of e-bids online and opening of e-bids online will be the following working day at the appointed times.

6. E-bidders/E-tenderers need to scan and upload the required documents like GST registration, PAN Number/Card valid document regarding the existence and registration of the firm along with the with Techno commercial e-bid.

7. The technical e-bids will be opened online by a committee of members duly constituted for the purpose at the time and date as specified in the e-tender document. All

statements, documents, certificates, proof of EMD/Affidavits, etc uploaded by the e-bidders will be verified and downloaded for technical evaluation and the result of technical e-bid evaluation will be displayed on www.eprocure.gov.in in which can be seen by all e-bidders who had participated in the e-tender.

8. The firm has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/- that there is no vigilance/CBI /FEMA or any other case pending against the firm/supplier.

9. At any time prior to the date of submission of e-bid, Director, ICAR-ATARI may, for any reason, whether at his own initiatives or in response to a clarification from a prospective e-bidder, modify the e-bidding documents by an amendment. All prospective e-bidders/e-tenderer who have received the e-bidding document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the e-bid. Director, ATARI, Zone-VII, Umiam, may at his discretion, extends the date and time for submission of e-bids.

10. The period of this contract will be initially for one (1) year (s) thereafter it may be renewed based on the performance to be evaluated by the Director/delegated officer/Committee of the Institute. In the event of termination or expiry of the agreement, the Contractor shall hand over the entire premises and equipments/properties etc. of the ATARI in his custody to the latter within one month.

12. ATARI reserves all rights to make any changes in terms and conditions of the e-tender and also to reject any or all e-bids without assigning any reason thereof.

13. Settlement of disputes – Director, ICAR-ATARI or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.

For any clarification and further details please contact @ Telephone No: 0364 -2590036 or contact in person during office hours.

Sd/-
i/c Administration
For and on behalf of Director, ATARI, Zone-VII, Umiam.

SECTION I
NOTICE INVITING TENDERS (NIT)

1.1 Qualification for bidders:

(a) The bidding agency should have an average annual financial turnover of Rs. 50 lakhs (Fifty lakhs) only in security services during the last three years ending 31st March of the F.Y. 2019-2020, (which are at least 30% of the estimated cost /value of award)

Similar contract of either of the following:-

- 3 similar work /contract (i.e. contract for provision of minimum 50 security personnel) in at least 3 Establishment each.
- 2 similar work /contract (i.e. contract for provision of minimum of 100 security personnel) in at least 2 establishment each.
- 1 similar work /contract (i.e. contract for provision of minimum of 100 security personnel) in at least one establishment.

(b) The bidding agency should be registered with the Government of Meghalaya as per "The Private Security Agencies (Regulation) Act, 2005" and should have minimum of 3 years experiences of providing professional security and deployment as per similar contract above and should be having Income Tax account (PAN) No, GST Registration (Account) No, Provident Fund Registration and other statutory registration for conduct of security Agency.

(c) The bidder / agency should submit the certificate from the Government Department where they have deployed security personnel with details of organization; number of security personnel's deployed.

(d) The bidder / agency has to give a certificate that they have not been blacklisted in the past five years by any Institution, Government / Private and give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs.10/- that there is no vigilance/ CBI case pending against the Bidder / Agency.

1.2 (a) The Security personnel should be well trained, capable of presenting guard of honour on any occasion in the Institute as may be required from time to time. The agency should have training Centre, registered with the concerned authority, approved either by State Government or Central Government.

(b) Civilian security personnel deployed by the Agency must possess Training Certificate issued by the Training Centre of the recognized Training agency. In the case of Defence/Para-military/State Police/ Home Guard proper discharge certificate issued by the competent Authority, on stating that they are eligible for re-employment as security personnel in any organization.

(c) The Character and antecedents verification of each of the security personnel being employed by the agency should be verified by the concerned police station. Security Agency should forward the certified copy of the verification to the Institute and it should be completed before their deployment in the Institute.

(d) Security personnel deployed by the agency should be of sound health to carry out security duties at any time. Minimum height for the tribal and general candidates should be as per the prescribed standard fixed by the police department. The personnel

engaged have to be polite courteous, disciplined and firm in dealing with staff and public. "All personnel deployed by the Agency are to be verified by the member of the Institute's Committee regarding their Age, Physical fitness, police verification etc. Prior to engagement".

(e) Security Supervisors/guards deployed will have to work round the clock shift wise. The total working hours will not exceed 8 hours a day.

(f) The name of the security personnel to be deployed are to be communicated in advance and all security personnel of the Agency must carry photo identity card and nameplate while on duty, which is to be issued on their deployment. Withdrawal of any security personnel should be intimated in advance by the agency for maintaining the security aspect in the premises.

(g) The Agency will arrange security personnel for weekly off/ National holidays etc., at their own cost.

(h) The Security personnel may be deputed for outstation duty as and when required at the discretion of ICAR-ATARI, Zone - VII.

(i) The security personnel of the Outsourced Agency will have no right to claim permanent employment in the Institute. They are not to be treated as ICAR-ATARI, Zone - VII employee.

(j) All Security personnel should have insurance coverage, if the security personnel are not insured; the agency would be liable for any claim of compensation arising out of the performance of their duties.

(k) The Agency should pay the wages to the security personnel every month. The Institute will not be held responsible for the delay/late payment of salary.

1.3 The Agency during the currency of the contract, shall comply with all the prevalent rules and regulation in force relating to EPF Act, Minimum Wages Act, ESI Act etc. and shall also comply with all relevant labour laws as may applicable or modified from time to time by the concerned authorities and in no case ATARI, Umiam would compensate for the losses and damages of materials / manpower.

1.4 Maximum time given for manning of security in the campus will be 30 days from the date of offer.

1.5 The documents to be submitted as under:

Technical bid (i.e. Earnest Money Deposit along with all required documents and certificates).

1.6 The Director reserves the right to reject any or all the tenders or accept any one of the qualified tender, most suitable, without assigning any reason thereof.

SECTION II
INSTRUCTIONS TO THE BIDDER

1. All papers /documents shall be scanned and submitted online
2. Supporting documents for all relevant information should be submitted online. Information provided without supporting document is a disqualification.
3. All details furnished should be completed and applicable as on the last date of submission of bids.
4. The successful bidder shall furnish a performance security deposit of Rs.10,000/- (Rupees ten thousand) only in form of Bank Guarantee valid for a period of three years plus sixty days. No interest shall be applicable on this deposit.
5. Educational Qualification and standard of physical fitness for Security Guards (As per Private Security Agencies (Regulation) Act, 2005 (Act 29 of 2005):-
6. The eligibility criteria to be strictly followed by the security agency for engagement of supervisors / security guard are:
 - (a) Supervisor: - The educational qualification for employment as Supervisor shall be SSLC passed or equivalent, with Government recognized training certificate in the field .In the case of Ex-servicemen/paramilitary /police/home guards personnel relaxed educational standard will be as per their previous service qualified under their respective rules. Preference will be given to those who have adequate experience in the line and should be capable of corresponding and communicating in English, Hindi and Local language and also having adequate experience in supervision of security staff. The Supervisor should have adequate knowledge of Indian Penal Code, right of self-defence, procedure for lodging first information report, use of security equipments and devices etc.
 - (b) Security guards: - The minimum educational qualification is 8th standard and should possess with Government recognized training certificate in the field.
7. The intended Professional Security Agency shall provide round the clock Security arrangements for guarding the Institute Campus including buildings and other premises belonging to the Institute, hostels, property of the Institute/employees/officers and their families and any other such locations as may be required from time to time.
8. Every personnel deputed by the Agency shall possess the required qualification and should be physically fit. The security personnel should be smart and properly dressed with proper uniform, boot/shoes, belts, caps, badges, whistles, lathis, and rain-coats during duties and carry identity card duly attested by the Executive of the Agency. A photocopy of these identity cards duly attested by the same shall be given to the Institute for records, verification etc.
9. The Agency shall ensure that before deputing personnel, they shall verify the antecedents of all their staff and provide to the Institute a complete dossier and particulars of each Security personnel, proposed to be deployed. The Institute shall have the right to inspect, from time to time, the uniforms worn by the Security personnel as well as their fitness to perform guard duty to the satisfaction of the Institute. The Institute shall also have the right to inspect and supervise the Agency staff on duty through the Campus Security Committee (CSC) or any other representative to be deployed by the Institute.
10. The Agency shall not involve the Institute in any way whatsoever in case of any violation of the provision of law, the Agency shall be responsible and the Institute cannot be called or dragged into litigation in any manner whatsoever. In case of violation of

provision of law, including Labour Laws etc. any liability is fastened upon the Institute, the Agency must indemnify the Institute completely including cause thereof.

11. The personnel deployed by the Agency in the Institute premises shall be removed immediately, if the Institute considers such removal necessary on administrative grounds. The Agency shall immediately remove any personnel who are found to be neglecting their duties; personnel of doubtful character shall be replaced immediately with substitute personnel either on their own volition or on the demand of the Institute. In case of removal of such personnel; no claim shall be maintainable against the Institute.

12. The entire responsibility for taking Security deployment shall be that of the Agency. In case of major theft or breaking in, if a Joint Enquiry Committee (includes members from Institute and agency), establishes that theft or loss or damages has been caused due to the negligence of the Agency or any of its employees, the Institute will be entitled for reimbursement by the Agency for the said monetary loss as decided by the Committee. The committee will also consider the Police Investigation Report in such cases, if, necessary. In case there is an abnormal delay in receipt of the Police Investigation Report, the enquiry committee is free to take decision. The amount shall be recovered from the agency within 30 days from the date of decision of the said Committee or otherwise shall be released from the Security deposit retained with the Institute, if the amount so pursued and the Party shall, unless such deposit has become otherwise payable, within 10 days after such deduction make good in cash the amount so deducted.

13. In the event if the Agency personnel on duty found negligent and /or sleeping in his duties in the area of his responsibility or found missing from duty place by the Institute, the penalty points as mentioned in the Operational Parameter (please see Annexure – II) will be imposed on the agency.

14. The Agency shall provide metal detector (hand held & door type) as a security measures as and when required by the Institute and the cost will be borne by the agency.

15. The Agency shall designate their representative stationed at Shillong who would act as a Liaison Officer between the Agency and the Institute as and when required. However, the Institute shall have no financial liabilities for the Liaison Officer.

16. The Agency shall ensure presence of correct number of persons contracted on duty. In case of absence from duty due to sickness, leave etc, the Agency shall ensure replacement and manning of all security locations without any additional liabilities to the Institute.

17. The Agency shall be required to take effective measures during disaster management such as Fire, Flood, flash, Strikes, Mob Violence(s), Riots, Natural Calamities etc., on instruction from the Security Officer of the Institute.

18. All matters and disputes arising out of this agreement between the Institute and the Agency will be subjected to the provision of Arbitration and Conciliation Act, 1996 as amended having jurisdiction at Shillong, Meghalaya and to be referred to sole Arbitrator as may be decided by the Director, ICAR-ATARI. The Agency shall not question on the decision of arbitrators on the ground that the arbitrator is government servant.

19. The agreement shall be valid for a period of 1 year from the date of execution of agreement. However, if any of the party violates any of the terms and conditions laid down in the Agreement the other party can terminate the Agreement after giving 60 (sixty) days prior notice in writing.

20. The Agency shall comply with all relevant laws and statutory requirements covered under various Labour Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970, EPF, ESI etc. The Agency shall not pay the wages of its Security personnel below the rate of Minimum wages fixed by the Ministry of Labour, Government of India and shall also enhance the wages as and when revise / issue by the concerned Ministry with the approval of the concerned Authority.
21. If as a result of post payment audit any overpayment is detected in respect of any work done by the Agency or alleged to have done by the Agency under the tender, the Service provider shall immediately refund the same to the Institute on receipt of notice thereto or it shall be recovered from the Service provider along with cost incurred.
22. The persons provided by the contractor /agency shall not claim any benefit/compensation/absorption/regularization of service from/in this Institute.
23. Before deploying the security personnel the contractor shall provide the curriculum vitae (CV) of the personnel to be deployed. The CV will contain such information as name, age, parentage, permanent and present residential addresses, marital status and contact details of next of kin, UIDAI number and photograph.
24. The Agency shall arrange to safeguard the place, premises, goods and materials and/or any other property in and around the premises of the Hospital by posting the Security Staff in such manner and at such points and patrol the required areas at all times, check cars, lorries, tress-passers and other vehicles and articles as may be considered necessary by the Hospital.
25. The Security Agency shall not be held responsible for the damages/sabotage caused to the property of the ATARI due to the natural disaster/riots/mobs attack or any such other events of force majeure, except when on investigation it is found to be initiated by its personnel.

I/We authorize ATARI, Umiam to make any investigation to verify the correctness of the statement (s) and document (s) submitted with this tender paper and obtain clarification (s) / information (s) on the technical and financial aspects of the agency and if found incorrect, the Institute will have the right to take action as deem necessary. I / We have read the tender document(s) including Annexure-I and Annexure-II and understood the contents thereof.

PROFORMA
EARNEST MONEY DEPOSIT

1. Name of the Agency :
2. Full Address of the Agency :
Telephone :

FAX :

E-mail :

3. Agency/ Company Registration/ License No:_____ Valid upto_____
Earnest Money of Rs 10,000.00 (Rupees ten thousand only) in the form of Banker's Cheque or Demand draft drawn in favour of Director ATARI, Zone-VII, Umiam or Bank Guarantee of any Scheduled Bank.

EMD paid thorough DD No :

Name of the bank :

Call Deposit :

Date :

ANNEXURE-I OPERATIONAL PARAMETERS

The objective of the services to be provided to the Institute by the Agency will be mainly Security related measures of the entire campus as detailed below:

- Prevention of loss to the Institute and private property of employees by thefts, burglaries, dacoits, etc.
- Prevention of injury, assault and violation of person, campus residence and legitimate visitors.
- Adequate security for all functions, conferences, dignitary visit and cultural events.
- Adequate security against unauthorized encroachment, tree poachers, stray cattle and other unwanted elements.
- Effective enforcement of traffic regulations on the campus.
- Such other related services as may be assigned by the Institute, from time to time.

The Security operation parameters will therefore be:

1. Theft related
2. Patrolling related
3. Discipline related
4. Any other assignments that may be assigned from time to time by the Institute.

The Agency shall be liable for the any lapse on their part in performing its duties during continuance of contract and Institute may impose penalty on the Agency for any loss/ damage to life and property covered under the services rendered for the following:-

1. Dacoits:
 - Failure to prevent a forced armed entry into any campus area resulting in looting and /or injury to limb/ life or both.
2. Thefts: Failures to prevent the followings:-
 - Major break in an official / residential premises and theft of goods requiring some form of transportation.
 - Major break in a premises and theft of goods that do not need transportation.
 - Lock breaking of a premises and theft of goods that need some form of transportation.
 - Lock breaking of a premises and theft of goods that do not need transportation.
 - Lock opening of a premises and theft of goods that need some form of transportation.
 - Lock opening of a premises and theft of good that do not need transportation.
 - Theft of computers or an important part(s) thereof.
 - Theft of Car(s) / Scooter(s) Bike(s) from the campus.
 - Theft of bicycle(s) from the campus.

Penalty: Any event(s) of 1 and 2 above will entail termination of the contract anytime within a maximum of 30 days from the date of *dacoity* or as may be decided by the institute without any prior intimation and obligation.

3. Patrolling: On failure to keep watch around the clock for the following:
 - Molestation case, single person involvement.
 - Molestation case, where a group of miscreants involvement.
 - Eve teasing, where a group of miscreants involvement.
 - Molestation / eve teasing / chain snatching case where help takes more than 7 minutes to arrive after reporting.

- Rowdiness / rioting on the campus.
- In sufficient deployment relative to the deployment chart.
- Strength shortfall by more than 10% on any given day.

Penalty: Any event (s) of 3 above will entail deduction of 5% of bill for Security service in the 1st case and 10% if it happens 2nd time in a given month. If it happens more than twice in a given month, penalty as in events in 1 and 2 above will be effective.

4. Discipline: Deployed security persons should maintain discipline of the Institution and there should not be any complaint from any corner for the following:

- Rude and unpleasant behaviour of guard with campus resident.
- Non-compliance with instruction/ orders.
- Failure in drill / random call.
- Security guards sleeping while on duty / missing from the place of duty per guard each time.

Penalty: Any event(s) of the above will entail deduction of 5% of Security bill as the case may be, for 1st instance, 15% deduction in case of 2nd occurrences in a given month. If repeated more than twice, penalty as in events in 1 and 2 above will be effective.

5. General: Security personnel should be watchful and has to perform their duties as watch-dog for the following:-

- Presence of unwanted elements on the campus.
- Rash driving on campus.
- Entry of unauthorized vehicle on the campus.

Penalty: A repeated complaint of the same type of events in 5 above more than 2 times in a given month will entail 20% deduction on Security and cleaning bill (grouped).

TENDER APPLICATION FORM

1.	Name of the Firm:-	
2.	a) Full Postal Address:-	
	b) Cell Phone No.:-	
	c) Telephone No.:-	
	d) Fax No.:-	
3.	Date of Establishment of the Firm:-	
4.	a) If your Firm Registered under:-	
	b) The Indian Factories Act:-	
	c) Any other Act, if not, who are the owners (Please give full address)	
5.	Name and address of your Bankers stating the name in which the Accounts stands:-	
6.	Whether insured against fire, theft, burglary etc. if so, please state the amount and name of the company with policy no.:-	
7.	Total number of manpower:-	
8.	Are you in the list of approved agencies of any other organization/institutions, if any give details (Append extra page if necessary):-	
9.	Give details of any Government contracts executed during the last twenty four months (Append extra page if necessary):-	
10.	Any other information which you consider necessary to furnish:-	
11.	No. of manpower engaged by the agency at present:-	

UNDERTAKING:

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
 2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted for any other institution/ hospital in India.
 3. The Earnest Money of Rs_____ to be deposited by me vide Call deposit, Banker's Cheque, Fixed deposit or Demand Draft /Bank Guarantee No:_____, dated:_____, drawn on bank _____, Branch _____.
 4. I/We give the rights to ICAR-ATARI, Umiam to forfeit the Earnest Money deposited by me/us if any delay occur on my/agent's part or failed to comply with the contract.
 5. There is no vigilance/CBI case or court case pending against the firm.
 6. I hereby undertake to supply the items as per directions given in the tender document / supply order within stipulated period.
 7. I shall be vacating any space that may be provided to me by the hospital authority to carry out the job or otherwise, before I put up the last bill of the contract period for payment.
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DETAILS:

(Total number of security in the campus is approximately around 3: (Exclusive of Supervisors & weekly off), subject to consideration by the competent authority.

Sl. No.	Particulars	Remarks
1.	Charges for Security in the campus/ Institute outreach /rural centre, per point per month (Monthly cost)	
2.	Charges for Supervisor (each), per month (Monthly cost)	

***The lowest total average of Serial No: 1, 2 (above) will be taken for the purpose of price evaluation.

***For any further details, it is requested to meet the Assistant Administrative Officer, ATARI, Zone-VII, Umiam at 16.00 hrs of 06.03.2020 for pre bid conference and clarification session.

Name in full:
