

Tender No.:2088/ UCADA/TENDER /Security Services/...../2020

Notice Inviting Tender for Security Services at UCADA helipads in Uttarakhand

(Two Bid System)

Uttarakhand Civil Aviation Development Authority invites E- TENDER under Two Bid Systems (Technical & Financial) for award of Security Services covering various building of campus & helipads in districts of Uttarakhand. Tenders are invited from experienced and registered security agency having a valid license under Contract Labour (Regulation and abolition). The service includes security covering various buildings, gates, helipads & helidrome etc. The approximate requirements of security manpower are as follows:-

a) Security Supervisor (01)

b) Normal Guard (approximately 50)

Tenders should be submitted in the prescribed proforma with the Tender Processing Fee and Earnest Money Deposit in the form of Demand Draft.

Prospective Bidders are requested to submit the bids on www.uktenders.gov.in with complete details of specifications, terms & conditions, warranty/ guarantee etc. upto 21 May 2020 till 2:00 pm. The detailed tender document is available on the uktenders.gov.in and ucada.in.

1.	Place of Work/ Service	Dehradun and other districts of Uttarakhand.		
	Provision			
2.	Tender Processing Fee	Tender Processing Fee of Rs. 5000 (Five Thousand		
		Only inclusive of GST (a) 18%) is non refundable and		
		shall be submitted in the form of Demand Draft issued		
		by a Nationalized Bank, favoring " CEO UCADA,		
		Dehradun		
	Earnest Money	Earnest Money Deposit (EMD) of Rs. 5,00,000/-		
3.	· ·	(Rupees Five Lakh Only) is refundable and shall be		
		submitted in the form of Demand Draft issued by a		
		Nationalized Bank, favoring "CEO UCADA, "		
		payable at " Dehradun "		
		payabit at Domatum		

Both the Demand Drafts i.e. Tender Processing Fee and E.M.D. shall be put in a separate sealed envelope super scribed as Tender Processing Fee and E.M.D. and submitted in the office of Uttarakhand civil aviation development authority, sahastradhara helidrome, Dehradun- 248001 before the opening of technical bid.

Address of E-Bid Submission	Uttarakhand	civil	aviation	development	authority,
	sahastradhara helidrome, Dehradun- 248001.				
	www.uktenders.gov.in				

4.	Starting Date & Time of Bid Submission	27.04.2020 after 03:00 P.M.
5.		05.05.2020 at 11:00 A.M.
	Meeting	
6.	Closing Date & Time of Bid submission	21.05.2020 till 2:00 P.M. (Bids submitted after this time
		shall be declared as late and hence rejected)
7.	Date & Time of	21.05.2020 at 2:30 P.M.
	Technical Bid opening	
8.	Venue of Technical Bid	Uttarakhand Civil Aviation Development Authority,
	Opening	Sahastradhara Helidrome, Dehradun- 248001.

The technical bid received in prescribed proforma will be opened in the presence of the bidders, or authorized representatives interested to be present, on 21.05.2020 at 2:30 P.M. The Financial bids of only eligible and technically qualified bidders will be opened after evaluation by the Technical Committee. Basic rate, taxes and other charges etc. must be quoted separately. Considering the urgency of the work, no requests for extending the deadline shall be considered.



Tender No.: UCADA/TENDER /Security Services/...../2020

GENERAL DIRECTIONS TO BIDDERS

1. Tender document should be submitted on <u>www.uktenders.gov.in</u> All pages of tender documents, conditions, corrigendum if any and drawings etc. shall bear the signature of the bidder at the lower right-hand corner. The tender document should bear the full signature of the bidder or if the bidder is partnership firm, then tender should bearthe full signature of all the partners or the signature of the person holding power of attorney on behalf of the such bidder and in case the bidder is a Pvt. Ltd. or Public Ltd., Co. by any competent/ authorized person duly authorized by an official not below the rank of Director or Chief Executive or the Board. Any corrigendum or addendum will also form the part of the tender document and will have to be submitted by the bidder along with the tender document.

In case any clarification is required, the bidder may send the same by email to <u>ucadadoon@gamil.com</u>no query/ Clarification shall be entertained from the prospective bidders after the pre-bid meeting. In any case, the bidder will be responsible to bind himself to the terms & conditions, corrigendum (if any), and specifications of the tender document once submitted by him.

The Bidders are required to submit two separate Bids i.e. – Technical bid and Price bid, as per prescribed proforma.

The Technical bid shall inter-alia include the following documents:-

- a) Tender Processing Fee- in the form of Demand Draft in favour of " CEO, UCADA" payable at Dehradun
- b) EMD in the form of Demand Draft in favour of "CEO, UCADA " payable at Dehradun.
- c) Turnover for last 3 years duly certified by a Chartered Accountant.
- d) EPF & ESIC Registration with copies of payment challans of last 12 months
- e) Technical bid document with the signature of the bidder at the lower right- hand corner in all pages. All other self certified documents in support of the eligibility and Qualification criteria of the concerned bidder.

2. The second bid containing "Financial bid" shall contain only the price bid as per Appendix- X (Part A and Part B)

a) The bidder should quote his offer in terms of percentage value of service charge. He should not quote his offer anywhere directly or indirectly in Technical Bid. The tender shall be unconditional.

b) The Financial Bid will be opened only for those bidders who have qualified

upon evaluation of their technical bids. The Financial Bids of those bidders who have not qualified upon evaluation of technical bid will not be returned. Tenders submitted without EMD or which does not contain requisite documents, will be summarily rejected.

- **3.** The bidder should write the rates of all the items mentioned in the bill of quantities in figures as well as in words. The amount for each items and the total bid amount should be worked out. In case of arithmetic mistakes in calculations of amounts and total, the rates of individual items will be considered as final. In case of discrepancies between the rates written in words and rates written in figures, the rates written in words will be considered as final.
- **4.** CEO, UCADA reserves the right to accept or reject the tender if the bidder fails to submit the documents as per Tender.

5. Performance Bank Guarantee

- a. The Service Provider shall be required to furnish a Performance Bank Guarantee (P.B.G.) within 15 days for the date of issue of LOI/work order for an amount equal to 10% of order value which shall include all applicable taxes. The performance guarantee bond to be furnished in the form of Bank Guarantee as per **Appendix-XI** of the tender documents, for an amount as mentioned in the tender document/FDR of nationalized Bank.
- b. If the bidder fails to submit the PBG to CEO, UCADA within the stipulated time, CEO, UCADA shall without prejudice to any other right or remedy be at a liberty to forfeit the Earnest Money deposited by such person absolutely or may, at its sole discretion, treat the bidder as having lost his eligibility for the award of the contract.
- c. The Performance Guarantee should be established in favour of "CEO, UCADA" payable at Dehradun.
- d. Performance Guarantee Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful bidder and the purchaser under the terms and conditions of acceptance to tender.
- e. The successful bidder is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.
- f. The Performance Security as furnished by the Service Provider shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Service Provider under the agreement to be executed by and between the UCADA and the Service Provider.
 - g. The proceeds of the PBG shall be payable to the CEO, UCADA as compensation for

any loss(es) incurred by CEO, UCADA resulting from the failure of the Security Agency to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by CEO, UCADA for delays/default/failure on the part of the Security Agencies.

- h. No interest will be allowed on the PBG from the date of its receipt until it is refunded.
- **6** The Price bids shall be inclusive of all applicable taxes, charges, incidental expenses and all other taxes and charges as may be applicable and are to be paid by the contractor for satisfactory completion of work and any claim for any extra payment on any such occasion shall not be entertained. It is explicitly made clear that even if the prices of material/labour goes up or for any reason the cost of the project work increases, the authority shall not be liable to pay any additional sum to the contractor. All statutory payments of Govt. duties such as ESIC/EPF etc. have to be borne by the contractor.
- 7. Under no circumstances contractor will be entitled to claim enhanced rates for any item in this contract.
- **8** Deductions on account of Income tax, GST as applicable from time to time will be made from all bills whether running or final and certificate of deductions will be given to the contractor.
- **9.** The entire work shall be carried out under the supervision of the staff/person employed/deputed by UCADA.
- 10. The period of contract will be 1 year initially. The work order will be issued for one year and after reviewing the performance of the contractor and the work, it may be extended for another year, at the sole discretion of UCADA, subject to the satisfactory performance &mutual consent. The Rate/ Price quoted by the bidder must be inclusive of all taxes, duties and charges and shall be the same (including all other terms and conditions) till the completion of the Contract including the period of extension, if any.
- 11. The bid for the work shall remain valid for a period of 120 days from the date of opening of tender. The Authority shall without prejudice to any other right or remedy, be at liberty to forfeit the EMD / Security Deposit, if any bidder/contractor:
 - (i) withdraws his offer before the aforesaid validity period, 'or'
 - (ii) Makes any modification in the terms and conditions of the tender, 'or'
 - (iii) Fails to commence the work within prescribed time, 'or' (iv) Abandons the work before its completion.

The authority reserves the right to reject any or all the tenders without assigning any reason thereof and it is not binding on authority to accept the lowest bid or any other bid.

12. Eligibility Criteria

i. ESI & EPF

Bidder should have E.P.F. & E.S.I.C. Registration and the firm shall submit copies of payment challans of last 12 months.

ii. Possession of Valid PAN & GST Registration

The Contractor should have a valid Income Tax Registration Number / PAN /GST Registration and other statutory requirements as per Rules in force.

[Mode of Proof: Copy of the PAN Card and GST Registration certificate to be produced]

iii. Turnover

Agency should have an average annual turnover of minimum Rs. 05Crore (Rs. Five crore) only from the business of providing manpower security at least for the last 03 financial years i.e. 2016-17,2017-18 & 2018-19.

[Mode of Proof: Annual accounts pertaining to the work of providing manpower security duly certified by Charted Accountant / Income tax Returns].

iv. Security services provider should have experience of more than five years and also have more than 500 security personnels on its pay. Security service providers should have valid license.

v. Experience

Should have carried out and completed similar services during the last 3 years in Central/State Government/PSU or Autonomous Body as per details below:

One work order for supply of Security personnel of value not less than 15.00 Lakhs per annum in the last 3 financial years (2016-17, 2017-18, 2018-19)

OR

Two work orders for supply of Security personnel each of value not less than 10.00 Lakhs per annum in the last 3 financial years (2016-17, 2017-18, 2018-19).

OR

Three work orders for supply of Security personnel each of value not less than 5.00 Lakhs per annum in the last 3 financial years (2016-17, 2017-18, 2018-19).

[Mode of Proof: Copy of relevant agreements/work orders along with satisfactory work completion certificate for the similar work from a Central/State/PSU or Autonomous Body].

"Similar Service" means the bidder should have the experience of having entered a contract for Security services with Central/ State Government / PSU or Autonomous Body.

vi. The bidder should have valid license from the concerned department of UK Government as per Private Securities Regulation Act 2005(PSRA 2005) [Mode of

Proof: Copy of the PSRA certificate/licence to be submitted with technical bid].

- vii. Should not have been blacklisted by any Central/State Government/Autonomous Body/PSU/ or any other organization. (Affidavit as per Appendix IV to be submitted with technical bid)
- viii. Guard should be covered by Group Personel Accident Insurance Policy (GPAIP) other than ESI (Relevant copies of certificate to be provided).
- ix. The agency should setup an office at Dehradun, if not existing at present. (Details to be provided).

All the Documents in support of (i-xvi) for meeting the eligibility criteria enclosed with the tender are to be self-attested by the authorized signatory.

The bidder must possess ALL the above mentioned (i to xvi) qualification criterion. If the bidder does not possess even one of these, he may stand disqualified and his bid may not be taken up for evaluation. The details of services provided as mentioned above may be furnished in the Technical Bid.

With regard to the various proof/supporting documents produced by the bidders for establishing that they meet the various eligibility conditions, it shall be UCADA prerogative to decide whether the document produced is valid evidence or not and to call for additional proof, if required.

13. General Conditions

- i. The Bid submitted will be evaluated based on the details of technical qualifications submitted by them in the prescribed formats to ascertain whether the bidder is technically qualified. The **Financial Bid** of only those firms who technically qualified.
- ii. The Bids should be signed in all pages only by the duly authorized signatory (ies) of the entity. The person(s) authorized to sign the tender shall sign on all the pages of the tender and other documents which are required to be submitted.
- iii. The Bidder should submit a written power of attorney duly notarized authorizing the signatory of the bidder to commit the tender if required.
- iv. The bidder should furnish all details in the prescribed Proforma and as per the requirements set out in the tender documents should be complete in all respects and any incomplete tenders will be rejected.

14. One Tender per Bidder

The Bidder who submits more than one tender will be disqualified.

15. Cost of Tendering

The bidder shall bear all costs associated with the preparation and submission of his tender and the UCADA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

16. Site Visit

i. The bidder is advised to visit and inspect the site of the Services and its surroundings and obtain for himself on his own responsibility information that may be necessary for preparing the tender and entering into a contract for the execution of the Services. The costs of visiting the site shall be borne by the bidder. Permission, if required, to visit the site will be given during the tender period on application to:

The ACEO UCADA Dehradun.

- ii. The bidder and any of his representatives or agents will be granted permission by the UCADA to enter the premises for the purpose of such inspection, but only upon the express condition that the bidder, his representatives and agents, will release and indemnify the UCADA or its representatives from and against all liability in respect of such inspection and will also be responsible for death or personal injury, loss or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- iii. It is the responsibility of the Bidder to visit the site and obtain all information necessary for the purpose of preparing Tenders. Bidder must inspect and fully satisfy

themselves as to the requirements and extent of the services.

17. Content of Tender Documents

i. The tender documents contain the schedules stated below, and should be read in conjunction with any Addenda / Amendments published on the authority Website. (www. Ucada.in)

Price Bid

- a. Form of Tender
- b. Appendix to form of Tender
- c. Price Bid

The bidder shall examine carefully the contents of the tender documents. Failure to comply with the requirements of tender submission will render the tender liable for rejection. Tenders, which are not responsive to the requirements of the tender conditions, will be rejected.

18. Clarification of Tender Documents

A bidder requiring any clarification regarding the tender documents may notify in writing to the address mentioned in the tender or E-Mail to <u>ucadadoon@gmail.com</u>will not respond to any request for clarification after the date of Pre-Bid Meeting.

19. Pre-Proposal Meeting:

- i. To clarify and discuss issues with respect to the work and the proposal a Pre-Proposal meeting will be held only through Video Conference (VC) due to current situation on account of COVID endemic on the date and time indicated in the Tender Schedule given on Page no. 1 of this document. Attendance of the Service Providers at the Pre-Proposal meeting is not mandatory. But it is highly recommended to attend for understanding the provisions of RFP and Selection process. Details of the VC will be shared for the bidders on request.
- **ii.** During the course of Pre-Proposal meeting, the Service Providers will be free to seek clarifications and make suggestions for consideration of UCADA. UCADA shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.

20. Amendment to Tender Documents

- i. At any time prior to the deadline for submission of tenders, the authority may, for any reason, whether on its own initiative or in response to a clarification by a prospective bidder, modify the tender documents by issuing addenda.
- ii. Any amendments thus issued will be hosted on the website up to Five days prior to the dates specified for submission of the bids. All the bidders who have downloaded the Bid Document shall verify if any such amendment /modifications have been issued before submitting their bid and shall take cognizance of and include such

amendment(s) in their submission. In any case, the amendment(s) / modification(s) if any shall be binding on the Bidder. No separate notice / intimation of amendments/modifications will be sent to those who have downloaded the document from the web.

iii. If any addendum is issued, reasonable time will be given to bidder to take addendum into account in preparing their tenders, and if required, the AUTHORITY may extend the deadline for submission of tenders.

21. Preparations and Submission of Tenders

i. Language of Tender

The tender, and all correspondence and documents, related to the tender, exchange between the bidder and the AUTHORITY shall be written in the English language only. If the bidder along with their offer furnish any printed literature written in any other language, such documents shall be supplemented with their English translation also.

For the purpose of interpretation of the tender, the contents in the English translation version alone shall govern.

ii. Documents comprising the Tender

The tender submitted by the Bidder shall comprise the following:

Cover I (Technical Bid)

- a) Tender Processing Fee
- b) Earnest Money Deposit
- c) Technical Bid (Appendix-I)
- d) Technical Bid Evaluation (Appendix-II)
- e) Undertaking by the Bidder (Appendix-III)
- f) Affidavit (Appendix-IV)
- g) Details of all works of similar nature completed during the last three years ending 31st march 2019 (Appendix-V)
- h) Financial Information (Appendix-VI)
- i) Required Strength (Appendix-VII)
- j) Declaration (Appendix-VIII)
- k) Line of credit issued by nationalized bank for not less than RS 50 LAKH (Appendix-IX)l)All other documents in support of meeting the eligibility criteria.

FINANCIAL BID

As per BoQ in the Financial Folder of E-portal.

22. Conditions stipulated by the bidder

The bidder shall note that no alternative or counter or qualifying tender conditions by the bidder will be acceptable. Tenders containing any qualifying conditions or even bidder's clarifications in any form will be treated as non-responsive and will run the risk of rejection.

23. Filling up of forms, completeness and mode of submission of tender

- a. The bidder shall upload on <u>www.uktenders.gov.in</u>all such documents required to be submitted.
- b. The tender shall be filled and signed only by the authorized individual/firm/corporation.
- c. Bids submitted on <u>www.uktenders.gov.in</u> only will be accepted.

24. Deadline for submission of tender

a. The AUTHORITY may, at its sole discretion extend the deadline for submission of tenders by issuing an addendum, in which case all the rights and obligations of the Employer and the bidder previously subject to the original deadline will thereafter be subject to the new deadline as extended.

25. Late Tenders

Any tender received after the deadline for submission of tenders will be rejected.

26. Tender Prices

- a. The contract shall be for the whole Services or for individual component or components as may be decided by AUTHORITY based on the unit rates and prices quoted by the bidder in Bill of quantities.
- b. Items against which no rate or price is entered by the bidder will not be paid for and when executed, such items, shall be deemed to have been covered by the other rates and prices in the Bill of quantities. Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the tender document in respect of the security services at AUTHORITY. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like minimum wages, ESI &PF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.
- c. The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as minimum wages, ESI, PF Contributions, wages for leave reserve, service charges, all kinds of taxes etc. The offers of the prospective bidders which do not meet the statutory requirements of applicable minimum wages, ESI, PF, Bonus etc are liable to be rejected.

27. Tender Validity

- a. Tenders shall remain valid for the period of **120 days** from the last date for submission of tender.
- b. In exceptional circumstances, prior to the expiry of the original tender validity period,

the AUTHORITY may request the bidder to extend the period of validity for a specified additional period. The request and the response thereof shall be made in writing by email or post. A bidder agreeing to the request will not be required or permitted to modify his tender but will be required to extend the validity of his tender for the period of extension. In case a bidder is not agreeing to the request of the AUTHORITY for extension of validity of the tender, then his tender will not be processed further and the portions of his tender which have not been opened will be returned to them unopened as the case may be. The EMD paid by them will also be refunded to them as in the case of other unsuccessful bidder.

28. Earnest Money Deposit (EMD)

- a. Each tender should be accompanied by an Earnest Money Deposit (EMD) amounting to Rs. 5,00,000/-(Rupees Five Lakh Only) which shall be in the form of Demand draft in favour CEO, UCADA payable at Dehradun from any Nationalized Bank.
- b. In case of 27 (a), the Demand Drafts should be submitted to the authority before opening of the technical bid.
- c. No other form of deposit towards Earnest Money shall be accepted.
- d. Tenders not accompanied by the Earnest Money Deposit in the manner prescribed by the AUTHORITY will be summarily rejected.

29. TENDER OPENING AND EVALUATION

- i. Tenders will be opened at the Office, of AUTHORITY **at 2:30 hours on 07.04.2020** in the presence of the authorized representatives of all the bidders who have paid the EMD & Tender Processing Fee and are present at that time. Eligible bidder as above should send aletter of authorization containing the specimen signature (s) of their representative(s) who are deputed to be present at the time of opening of tenders. Representatives without the letter of authorization will not be permitted to witness the opening of the tender.
 - ii. The maximum number of representatives that a bidder can depute to witness the opening of the tender will be limited to one. The representative shall submit authorization letter authorizing him/her to attend the meeting, failing which he/she shall not be allowed.
- iii. The bidder or authorized representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of tender opening being declared as a holiday for the AUTHORITY, the tender shall be opened at the appointed time and location on the next working day.
- iv. On the day of opening, only the technical bid alone will be opened and read. Financial bid will not be opened.
- v. The information furnished by the bidder in technical bid in the prescribed format supplied by AUTHORITY will form the basis for the evaluation. In exceptional cases AUTHORITY or its representative reserves the right to obtain the clarifications from any of the bidder without vitiating the tendering process. If, in the opinion of the AUTHORITY.

The servicing method and schedule supplied in support of the tender do not meet the

requirements of the specifications or date of completion of the services, the tender may be determined as non responsive and may be rejected by the AUTHORITY.

After satisfying that all / or some of the bidder have attained the minimum qualifying criteria as per tender document, a suitable date and time for opening of the Financial bid will be fixed and those bidders who are qualified will be intimated about the opening of Financial bid. At the time of opening, financial bid will be opened in the presence of the representatives of the qualified bidder who choose to attend. The bidder's name, the tender prices, any discounts offered on the tender prices and such other details as the AUTHORITY may consider appropriate will be read out at the time of opening.

vi. After evaluating the price bids received under Financial bid, the bidder who quoted the lowest (L-1) price, will be awarded the work. In case the financial bid of more than one agency is same as L1, then AUTHORITY will award the bid to that L1 bidder who has the highest turnover among the L1 bidders. In case the turnover are also equal then the bidder with the highest manpower supply order shall be considered for the award of bid.

30. Influencing Prohibited

Any effort by a bidder to influence the employer during the processing of tenders or award decision will result in the rejection of his / their bid offered.

31. Correction of Errors (in Price Bid)

The Bidder shall quote the rates both in figures as well as in words. The cost of the individual items shall also be worked out and mentioned in the financial bid (both in figures and words). On check if there are differences between the rates quoted by the contractor in words and figures or in amount serviced out by him, the following procedures shall be followed:

- i. When there is a difference between the rate in figures and in words, the rates, which correspond to, the amounts worked out by the bidder, for the individual items shall be taken as correct.
- ii. In case the amount of an individual item is not mentioned by the bidder or it does not correspond with the rate written either in figures or in words, the rate quoted by the bidder in words shall be reckoned.
- iii. In case the rate quoted by the bidder, both in figures and in words tallies but the amount is not worked out correctly, the total rate quoted by the bidder shall be taken as correct.

32. AUTHORITY right to accept any tender and to reject any or all tenders.

The AUTHORITY reserves the right to accept or reject any tender / all tenders, and to annul the tendering process, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidder or any obligation to inform the affected bidder or bidder or bidder of the grounds for AUTHORITY's action.

33. Refund of EMD

- i. The EMD will be refunded to all bidder other than the three lowest technically suitable bidder within one month from the date of opening of price bid. The EMD of the two bidders other than the bidder whose offer is accepted will be refunded within a period of one month after finalization of the award of contract.
- ii. The EMD of the bidder who are not qualified under technical bid will be returned within one month from the date of return of their unopened financial bid.
- iii. The EMD of the successful bidder will be refunded only after the submission of Performance Bank Guarantee.
- iv. Where a person whose tender has been received on behalf of AUTHORITY intimates that they are withdrawing their tender before the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to AUTHORITY (or) fail to furnish the PBG within the prescribed time, AUTHORITY shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely.
- v. No interest will be allowed on the Earnest Money from the date of its receipt until it is refunded.
- vi. The cost of stamping the agreement must be borne by the successful bidder.
- vii. The AUTHORITY does not bind himself to recommend the acceptance of the lowest or any tender or to assign any reason for non acceptance.

34. Commencement of the work

The work shall be deemed to have been commenced from the date on which the contractor takes over the site or the 7th day of instruction to start the work whichever is earlier and the period of contract is 12 Months from that date of commencement.

35. Contract Agreement

The bidder shall, if his tender is accepted, enter into and execute an agreement in the form prescribed when called upon to do so with such modifications as agreed up on prior to the date of acceptance of the tender and until the formal agreements prepared and executed, this tender together with the written acceptance shall form a binding contract between the employer and the contractor and shall be the contract. All costs, charges and expenses including stamp duty in connection with the contract as well as preparation and completion of agreement shall be borne by the contractor.

36. Jurisdiction

The jurisdiction of all suits/proceedings arising out of this contract, arbitration matters shall be subjected to the jurisdiction of Dehradun.

37. Scope of Work

- 1. Plant, equipment and property of entire campus of AUTHORITY. The bidder is required to provide Security Guards to the desired places and is advised to visit on any working day between 10:00 hrs and 15:00 hrs except Sunday and government holidays and acquaint himself with the area and operational system. The cost of visiting shall be borne by the bidder. It shall be deemed that the contractor had undertaken a visit to the desired places and is aware of the operational conditions prior to the submission of the tender documents. The bidder or his authorized representative may meet Authority Officials for any clarification.
- 2. Contractor will render expert advice on regular basis for ensuring the protection of building office and property of campus.
- 3. The Security Agency will furnish the list of each and every person employed by him and directed to work at desired places/ campus with a copy or their latest photograph and relevant document mentioned in the tender document.
- 4. The Security Agency will issue detailed working instructions to their Security personnel, with prior approval of the Authority Security In-charge. This inter alia implies that each individual should know their roles and responsibilities.
- 5. Security Guards once posted to any of the Unit will not be shifted without the prior permission of the Authority Security in-charge. Similarly, any newly posted security Guard will be put on duty only after the interview is conducted and clearance of the Authority Security In-charge.
- 6. The security personnel shall be trained in Fire Fighting by the contractor at his cost and should be aware of the location of Fire Extinguishers kept in Campus of Authority.
- 7. Bio-data with pass port size photograph in respect to all personnel detailed for duty will be submitted to the AUTHORITY within 07 days of receipt of the terms and conditions. Once the bio-data is submitted, any person inducted on duty will not be changed without the approval of the Security In-charge of the AUTHORITY office or concerned authorities.
- 8. Roll call of all guards in the shift duties will be conducted at designated place (within the respective campus duty campus), who will report to the Duty Officer, Security of the concerned campus. Section Roll call will fall in at least 30 minutes before mounting of the shift. Security Guards will be checked for their proper turnout, shave and haircut.
- 9. If any Security guard is found not alert or away from his duty post without valid reason, that duty period will be treated as absence. The cumulative period of absence of all such defaulters will be converted in to man hours/ man days at the end of the month and will be reflected as disallowance in the monthly bill.
- 10. In the event of any misdemeanor, likes sleeping during duty, found to be under
- 11. The influence of liquor/drugs or indecent/insolent behavior at duty place by any Security Guard, such personnel will be removed from duty immediately and shall not be detailed at the authority in future. This condition will apply also to those personnel found abetting with another person in any sort of misdeeds.

12. Personnel on off duty (weekly off etc,) will not be allowed to visit any duty

posts.

- 13. The security agency will not employ residents of campus at duty places.
- 14. The right to increase or decrease the strength of personnel posted at anytime, rests with concerned authorities of campus. The company will provide increase up to 50% of the posted strength, within seven days notice, in contingency situations.

The following documents will be maintained by the Supervisor of the company:

- Daily Attendance Register
- Guard Checking Register
- Daily Orders Register
- Occurrence Register
- Document related to and covered by Labour Department to displayed and authenticated by Local Labour Office.
- Beat book- by the respective Security Guard. Note: The Stationery to maintain above documentation will be provided by the Agency. These documents will be put up to the authority Security In-charge as and when required by them.
- 15. Uniforms, gum boots, torches, whistles, raincoats, mode of transport and communication system for the Security Agency Staff etc will be provided by the Agency themselves. Uniforms will not be of khaki or Olive green color or prohibited under law of the land.
- 16. There shall be periodical surprise checks of Guards by Officer(s) of the agency during day night. Report from Duty Officer of Security Section and the Security Officer/ Dy Security Officer which shall be reflected in the Guard Checking Register and reported to security officer/ Duty Officer in writing. AUTHORITY Security Incharge may ask for all such reports, if desired.
- 17. The Shift-in-Charge posted will make frequent round of all posts/ location during tenure of duty. Instructions for the rounds will be taken in person from the supervisor in writing.
- 18. The AUTHORITY will forfeit the EMD and/or Security Deposit, submitted in the form of FDR, in case the agency discontinue their service without prior notice and any loss is incurred to the Authority properties due to security lapse.
- 19. In case of any loss/damage caused, not due to natural calamities, or an act of God, to the property (properties) of the Authority where the complicity or laxity of the Security of the Agency is suspected, after filling an FIR, a joint enquiry will be held to apportion responsibility and determine the quantum of compensation to be paid by agency. If the enquiry is not able to pinpoint the responsibility, the decision of the competent Authority will be final and binding on both parties.
- 20. The Successful bidder will have to deposit an amount about 10% of the Estimated Annual Contract Value in the form of FDR/PBG failing which authority may at its

discretion cancel the work Order and forfeit the Earnest money Deposit.

- 21. The engagement can be terminated with three month's notice from either side.
- 22. Leave Relief: No person shall be sent on leave unless, cleared by the Security In-Charge AUTHORITY. In all such cases, relief will be positioned prior to sending the personnel to leave.
- 23. The Agency shall be solely responsible for all acts of commission and / or omission on the part of their security personnel posted at the campus,
- 24. The Agency shall immediately notify concerned Authority Security In-charge in writing of the occurrence of any event which may result in or which may lead to stoppage of work, slowdown, labour dispute, strike, any labour related result in its own staff, impediment or disruption in the due performance of the obligations of the Company/ Firm under this Agreement. The Company/Firm also agrees that in the event any such work stoppage, slowdown, labour dispute, disruption or impediment continues for a period exceeding 24 hours, then, notwithstanding what is contained in this Agreement AUTHORITY may at its sole discretion terminate this agreement forthwith.
- 25. The Security personnel provided should be personnel of high integrity and confidence. The antecedent of the persons engaged should be verified by the Agency / local Police Authorities / Home Department, as applicable.
- 26. The scope of work, description and the terms and conditions maintained here in above are only indemnified and not exhaustive and the Agency shall meet other requirements of desired campus from time to time, relating to the security of the AUTHORITY.
- 27. The Agency shall be responsible and liable for safe guarding of campus at all times, against any and all claims, liabilities, damages, losses, costs charges, expenses, proceedings and action in any nature what so ever made or caused to or suffered by duty stations or indirectly by reason if:
 - a. Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, misfeasance, bad faith, disregard of its duties and obligation under, service, act or omission of or by the Agency and/or any of its staff, and/or
 - b. Any theft, robbery, fraud or other wrongful actor omission by the Agency and/or any of its staff;
- 28. The AUTHORITY feels the following requirements:
 - i. Armed Ex-serviceman/Trained Manpower/Security Guards shall be deployed for duties including gunner, as quoted in NIT document.
 - ii. Armed Security Guards should have valid armed license with the validity period.
 - iii. Liaison with any trade union and trade union activities will attract the cancellation of services to the agency forthwith.
 - iv. Senior officer of the Agency not below the rank of Branch / District Manager will liaise with Authority Officials, in connection with security arrangement.
 - v. In case of need, Agency should be able to supply and detail extra manpower wherever applicable.

- 29. AUTHORITY will not be responsible for any accident / illness and any other casualties during the stay of the security personnel at the campus and all related expenditure will be borne by the Agency.
- 30. In connection with security arrangement, for detailment /distribution and administration requirement, the order of Authority Officials, will be final and binding.
- 31. The contractor shall pay his workman deputed at the campus, and the wages not less than as notified from time to time by the Central/State Government.
- 32. The contractor shall have to provide a license from the Central/State Govt. Labour Department under the Contract labour (Regulation & Abolition) Act, 1970 and if necessary, shall also have a separate ESI, PF code number and shall be responsible to cover all their employees under ESI and PF from the date of their engagement and documents in proof thereof shall be submitted to AUTHORITY, office for verification, records and reimbursement to the extent applicable. The contractor will be responsible for the above.
- 33. In case any of the security personnel goes on leave for more than 2 days, alternative arrangement shall be done by the contractor. The contractor will be responsible for safety and security of assets inside and outside of the premises of duty stations.
- 34. It will be the sole responsibility of the contractor in connection with the manpower engaged at Authority as defined and Authority will not be liable for any mishap, directly or indirectly. All other legal rules related to leave etc in connection with the engaged manpower rests with the contractor.
- 35. Only physically fit personnel shall be deployed for duty by the contractor.
- 36. The Agency should provide PSARA certified training for their personnel deployed.
- 37. The Agency should be capable of providing Armed Guards also and should have a centralized 24 hrs manned control room backed up with wireless communication & Quick reaction team (QRT).
- 38. The Agency besides providing Security Services should be capable of monitoring Traffic safety, Parking & Trespassing.
- 39. No agent, middleman or any intermediary will be engaged to provide any service, or any other item of work related to the performance of this contract.

GENERAL TERMS & CONDITIONS

Minimum wages: The successful bidder shall have to comply with minimum wages as stipulated by Central & State Govt. notification in force for the Zone containing Dehradun and other statutory dues as per rules/notifications etc. with regard to payment of wages to the personnel deputed at duty places for the above work.

As and when the rates to minimum wages is increased/decreased by Central & State Gov., the successful bidder should inform Office of AUTHORITY regarding revision of rates to the tune of increase and decrease minimum wages and related statutory dues. AUTHORITY will not pay the statutory dues in advance and it shall be reimbursed only on submission of such proof of payment by the contractor/firm. Other statutory payment will be revised subject to production of notification/order etc, of the respective authority. All the revision will be subject to the approval of the Competent/ Authority.

Performance of Contractor: In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Authority reserves the right to impose penalty as deemed fit.

- a. Any act on the part of the bidder to influence anybody in the Authority's, is liable for rejection of his tender.
- b. The contractor will indemnify AUTHORITY/AUTHORITY from any claim/statutory non- compliance/damage/compensation etc. arising out of this contract.
- c. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
- d. All liabilities arising out of accident, death, loss or damage while on duty shall be borne by the contractor.
- e. Any case of theft, loss or damage to the property, Authority on account of malfeasance, negligence, connivance of any other misdemeanor on the part of the Contractor/Security Personnel if so established by Authority, the contractor shall have to make good the loss to Authority.
- f. The contractor and its staff shall take proper and reasonable precautions to prevent from loss, destruction, waste or misuse the areas of responsibility given to them by Authority and shall not knowingly lend to any person or company any of the effects of the Authority under its control. In case any damage is caused to Authority campus property by the contractor or his deployed person, the contractor shall be liable to reimburse the cost of such damage to AUTHORITY/Institutions places, failing which security money will be adjusted and balance (if any) will be deducted from the running bill of the Contractor.
- g. AUTHORITY shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. AUTHORITY does not recognize any employee employer relationship with any of the workers of the contractor.
- h. The Contract may be terminated/short closed by giving not less than three months notice by either side.

- i. AUTHORITY will not be held responsible for that under any circumstances if any dispute arises regarding payment of wages and other statutory dues to the workmen deployed. All bidders must take these into account at the time of bidding.
- j. The contractor shall be bound to submit any statutory document of demand by the competent authority of AUTHORITY.
- k. The contractor shall maintain all records about the statutory compliance as per the Central/State Government rules and regulations at their premises. AUTHORITY will have the right to verify each and every document.

Settlement of Disputes: It is incumbent upon the bidder to avoid litigation and disputes during the tenure of the contract. However, if such disputes take place between the parties, efforts shall be made to settle at the level of AUTHORITY, the Bidder shall make request in writing to the AUTHORITY for settlement of any dispute within 30 (thirty) days of arising of the cause of dispute failing which no disputes/claims shall be entertained by AUTHORITY. The decision of the CEO, of the AUTHORITY, Dehradun will be final and binding on the parties. If differences still persist, the settlement of the dispute may be sought in the court of law in Dehradun jurisdiction.

Jurisdiction: The Court of Dehradun in the State of Uttarakhand only will have the jurisdiction to deal with and decide any legal matters or disputes what-so-ever arising out of this contract.

Submission of bid by the bidder will be construed as acceptance of all the terms and conditions agreed upon

BID OPENING & EVALUATION PROCEDURE

- (a) The financial bids (Price Bid) of only those bidders who's Technical Bids are qualified, shall be opened. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders through e-mail/AUTHORITY website.
- (b) After opening of the Technical Bids and verifying of the Tender Processing Fee, Tender documents and EMD amount, the technical bids shall be evaluated later to ensure that the bidders meet the essential criteria as specified in the Tender Document.
- (c) Bids shall be declared as Valid (In the Race) or Invalid/Rejected (Out of Race) based on the preliminary scrutiny, i.e. verification of EMD, Minimum service tax clause & tender processing fee, etc. However, detailed evaluation shall be done only in respect of Valid Bid.

FINANCIAL BID EVALUATION & CLARIFICATION ON TECHNICAL BID EVALUTAION.

- a) The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing through -mail.
- b) If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- c) Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

TECHNICAL BID EVALUATION (SEGREGATED TYPE)

- a) The Client shall follow two bid systems where the technical bid and financial bid shall be evaluated separately.
- b) Bidder shall submit all desired documents as stated in the tender documents. Noncompliance may invite summarily rejection of the tender.
- c) A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures as above. The technical bid not meeting the Essential criteria/minimum or any other requirements as per the tender documents shall be rejected and their financial proposals will be unopened.
- d) The bidder who qualified in the technical evaluation stage shall be intimated for opening of financial bids. Client shall intimate the qualified bidders, the date & time for the financial Bid opening on the E-mail/ AUTHORITY website.

FINANCIAL BID OPENING PROCEDURE

- a. The Financial Bids of all the technically qualified Bidders shall be opened on/after the notified date and time on e-mail/AUTHORITY website. Representatives of technically qualified bidders are allowed to be present during the financial bid opening.
- b. Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure as explained below.

Tender No.: UCADA/TENDER /Security Services/...../2020

APPENDIX-I

Technical BID "Security Services"

Sr. No.	Description	Documents required (attached or not attached)
1.	Name of the Organization/firm location of office with complete address with Telephone/fax no, E-mail address.	
2.	Nature of Organization (whether Private/Public sector Undertakings / Sole Proprietor / Partnership / Cooperative Society etc.) Documentary proof to be attached. (In case of the firms other than the sole proprietors, an abstract copy of such Resolution passed by the executive body authorizing the specific officer/partner for this tender be attached.	
3.	The contractor should have successfully provided security services in Government organizations/Public Sector Undertakings /autonomous bodies /AUTHORITY of National Importance etc (minimum 03 years of experience)	
4.	The contractor should have valid registration with appropriate Government Labour Department	
5.	Certificate of Registration under Companies Act (as applicable)	
6.	Service Tax Registration, GST No.	
7.	Financial resources, assets in terms of firm's property (fixed and moveable) held	
8.	 A copy of audited Balance Sheet for last three Financial years and proofs for the same to be attached (a) TAN/PAN No. of the firm with the copy of the same. (b) Does the firm have PF, ESI Code nos. issued by the concerned authorities? Enclose the copy of same. Also certificate of registration under EPF & ESI 	
9.	Solvency Certificate issued by the Nationalized Bank for not less than 01 Cr.	
10	Has the firm attached Appendix-III containing the Undertakings duly signed?	
11	Registration under Shops & Commercial Establishment Act 1962	
12	Number of employees working at the registered office in the UP & PAN India	
13	Name of the organization where firm is currently providing security services	
14	Has the firms attached Affidavit in the prescribed format as at appx-IV?	
15	Has the firm submitted Tender Processing Fee of Rs. 5000 Including GST. If so, details of DD from Nationalized Bank/ Scheduled Bank.	
16	Has the firm submitted EMD of Rs. 200000/- (Rupees two Lakh Only) valid for 60 days? If so, details of Demand Draft from Nationalized Bank	

SIGNATURE OF THE BIDDER WITH DATE AND SEAL

UNDERTAKING BY BIDDER

Certified, that I /We have read the instructions given in the tender documents. I / We undertake to supply number of manpower on the rates mentioned in the price bid and shall be solely responsible to discharge the liabilities/ administrative charges, if any. I/We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these Tender documents.

Signature of Bidder

Place:

Date:

Address: Tel. No./Fax No./mobile E-mail: Official Seal

APENDIX-IV

AFIDAVIT

DEPONENT

Address:

Verified, that the contents of above affidavit are true and correct to the best of my knowledge and beliefs.

No part of it is false and nothing been kept concealed three from.

DEPONENT

Place: Dated:

(Note: To be furnished on non-judicial stamp paper (Rs. 100/-) duly attested by the Oath Commissioner)

SIGNATURE OF THE BIDDER WITH DATE AND SEAL

APENDIX-V

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST THREE YEARS ENDING 31ST March 2019

SI. No.	Name of Institution/ Organization Where similar work Carried out.	Cost of works in lack (Rs.)	Date of Commence ment as per contract	Actual date of completion	Name and Address/Tel No. of Officer to whom reference may be made	Remarks

SIGNATURE OF THE BIDDER WITH DATE AND SEAL

APENDIX-VI

FINANCIAL INFORMATION

1. Financial Analysis

Details to be furnished duly supported by figures in Balance Sheet / Profit & Loss Account for the last three preceding years duly certified by the Chartered Accountant, as by the applicant to the income Tax Department (copies to be attached).

SI. No.	Details	Year ending

- II. Financial arrangement for carrying out of proposed work.
- III. Solvency certificate of Rs from Bankers of Applicant.
- IV. Income Tax Returns certified by the Auditors.
- V. Audited Accounts of the Company from the year ending 31st March 2017 to 31st March 2019.
- VI. PAN Details.

VII. GST Registration. No.

This is to certify that to the best of my knowledge, and belief, the aforesaid facts and figures are correct and in conformity with the books of accounts of the establishment.

Dated:

signature of Chartered Accountant With seal and membership number

> SIGNATURE OF THE BIDDERWITH DATE AND SEAL

REOUIRED STRENGTH

The following security personnel will be deployed on following categories:-

MINIMUM Central Govt. Wages

Security Supervisor	= 01
Normal Guards	= Approx 50 (please see annexure VII
	A)

The required strength of Security Supervisor & Armed Guards should be exservicemen/trained skilled security personnel having minimum working experience of 08 years in Central/State Govt./PSU's/Autonomous Body/Institution of National Importance.

- (a) The security personnel, when deployed at above places should preferably not be of more than 45 years and should be physically and medically fit. Certificate to this effect should be submitted before deploying the personnel.
- (b) The number of persons deployed can increase or decrease as per requirement of the AUTHORITY.

Α	Kedar valley	09	02 x helipads	18 plus 1 x supervisor
В	Kedarnath	01	06 x helipads	06
С	Badrinath	01	02 x helipad	02
D	Govind Ghat	01	02 x helipads	02
E	Ghangharia	01	02 x helipads	02
F	Harsil	01	02 x helipads	02
G	Sahastradhara	01	02 + 1 x supervisor	03
			Total	36 (inc 2 x supervisor)

MANPOWER REQUIREMENT

- 3. 36 x manpower only required for four months of yatra season.

Note:- Rates are required to be quoted per month, per person/guard

1. Helipad

APENDIX -VIII

DECLARATION

(1) I/We have read the tender documents and are fully aware of the terms and condition. I/We shall abide by all the terms and conditions and hereby undertake to pay the personnel deployed by us at AUTHORITY at the rate of minimum wages and other statutory dues notified by the Central Government from time to time.

(2) I / We certify that all the particulars furnished above are true and correct and based on documentary evidence, and that I /we understand that if any of the above particulars is found to be false or misleading, our bid is liable to be summarily rejected at any stage and my /our Security Agency is liable to be blacklisted/debarred by AUTHORITY for at least 3 years.

Date:

Place

Signature with Seal of Authorised Signatory

SOLVENCY CERTIFICATE

ISSUED BY NATIONALIZED BANK FOR NOT LESS THAN 01 CRORE

Attach Certificate

APPENDIX -X (Part-A)

Price Bid

As per BoQ in the Financial Folder of E-portal

APPENDIX-X (Part-B)

As per BoQ in the Financial Folder of E-portal

FORMAT FOR PERFORMANCE BANKGUARANTEE(PBG)

(Appendix-XI)

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED COMMERCIAL BANKS (WHETHER SITUATED AT DEHRADUN OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT DEHRADUN)

To,

The CEO,

Uttarakhand Civil Aviation Development Authority, Dehradun 248001 LETTER OF GUARANTEE

WHEREAS Uttarakhand Civil Aviation Development Authority, Dehradun (Buyer) has invited tender vide Tender No. **TENDER** /Security Services/....../2020 datedfor Security Services " at Dehradun AND WHEREAS the said tender document requires that eligible successful bidder (seller)...... wishing to supply the Item(s) etc. in response thereto shall establish an irrevocable Performance Bank Guarantee in favour of "CEO, Uttarakhand Civil Aviation Development Authority, Dehradun" in the form of Bank Guarantee for Rs

This Bank further agrees that the decision of Uttarakhand Civil Aviation Development Authority, Dehradun (Buyer) as to whether the said bidder (Seller) has committed a breach of any of the conditions referred in tender document / Award of Contract shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the bidder (Seller) and/ or Uttarakhand Civil Aviation Development Authoity, Dehradun (Buyer).

Notwithstanding anything contained herein:

- 1. Our liability under this Bank Guarantee shall not exceed Rs(Indian Rupees only).
- 2. This Bank Guarantee shall be valid up to(date)and
- 3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if UCADA, Dehradun serve upon us a written claim or demand on or before

Yours truly,

Signature and seal of the guarantor:

Name of Bank: Address