

**Revised/Corrected Version of the Security Services Tender Document,
Arihant Arden**

Dated: 22.03.2023

(18 pages)

(Based on Corrections/Amendments made after the Pre-Bid Conference held on 18.03.2023)

TENDER BID FOR PROVIDING SECURITY SERVICES TO ARIHANT ARDEN ASSOCIATION OF APARTMENT OWNERS

TECHNICAL BID

In separate sealed Cover-I super scribed as Technical Bid)

		Page No. of Technical Bid	Maximum marks for weightage in Technical Bid
1. Name & Address of the Tenderer Organization/Agency with (a.) phone number (b.) email (c.) name (d.) telephone/mobile number of contact person			-
2. Experience in the work of providing Security Services in Residential colonies/ Societies in Delhi NCR, preferably Greater Noida (West), U.P. Please give a tabular summary of each works site location, annual value of each work and duration of each work, for last 3 financial years (2020-21,2021-22,2022-23) (Attach copy of LOI, copy of contract/agreement, copy of performance certificate/letter of appreciation (if any) issued by the client).			30
3.(a)Set-up of your Organization/Company (b) the escalation matrix (c) monitoring and supervisory control with the security team to be deployed at Arihant Arden Society.			10
4. (a) Is the Company/ Agency registered with the Government under PSARA? please give			-

details summary and enclose documentary proof.			
b) Do you give in house training to your security personnel? If yes, please attach documentary proof for the last three financial years.			5
c) Do you also provide security related trainings to your personnel by third party agency? If yes, please enclose documentary proof of the same for last three financial years			5
d) Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in AAO. Please attach the undertaking in original			-
5. (a) Agency's EPF No.			-
(b) Agencies ESI code			-
6. Please attach copy of Income Tax returns for last 3 financial years (2019-20,2020-21,2021-22)			5
7. Please attach balance sheet of the company, duly certified by Chartered Accountant for last 3 financial years (2019-20, 2020-21, 2021-22) . Please enclose all details also .			5
8. PAN No. (Please attach copy)			-
9. Shop and Establishment License (Please attach copy)			-
10. GST No. (Please attach copy)			-
11. Acceptance of terms & conditions attached (Yes/No) . Please sign each page of terms and conditions mentioned in the tender document as token of acceptance and submit as part of the Technical Bid.			-
12. Power of Attorney/authorization for			-

signing the bid documents. Please attach the Original Copy.			
13. Please submit an undertaking that no case is pending with the Police/Court against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions or penalties imposed in the past ten years against the Company/firm/partner.			-
13. Site visit evaluation by AAO (Two ongoing sites of each Bidder Company who qualify in the Technical Bid will be evaluated			10
Total Marks/Score for the Technical Bid			70

Important Note: Financial Documents (ITRs and Balance Sheet for last three FYs) submitted with the Technical Bid must be of the same Company/Agency that is participating in this Tender. Any other Company's or Parent Company Financials will not be accepted at all.

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in the Tender document (Including all corrections/revisions made till the last Date and Time of submission of Bids) and undertake myself/ourselves to abide by them.

(Signature of Tenderer with seal)

Name:

Seal:

Address:

Phone No (O):

Date:

FINANCIAL BID

(In sealed Cover-II super scribed “Financial Bid”)

BID FOR PROVIDING SECURITY SERVICES TO ARIHANT ARDEN ASSOCIATION OF APARTMENT OWNERS

(A.) Deployment of manpower**Particulars Unit Rate per person/per month In *Rs)**

	Rate in Rs/Month	Numbers to be deployed daily	Amount (Rs)/Month
1. Security Guards (Static duty)	-----	-----	-----
2. Supervisor	-----	-----	-----
3. Lady Guards	-----	-----	-----
4. CCTV Operator (2nos.)	-----	-----	-----
5. Armed Guard (1 no.)	-----	-----	-----
6. Patrolling Guards	-----	-----	-----
7. Assistant Security Officer (ASO)	-----	-----	-----
8. Management Fee	-----	-----	-----
9. GST	-----	-----	-----
Total Amount(A) in Rs. Per Month			----- -----

- Break-up of the rate may also be provided along with the copy of the U.P. Govt’s prevailing Order on Minimum Wages and DA to facilitate revision of rate whenever minimum wages are revised by the Govt.

(B.) Modern security gadgets Amount (Rs.) Per Month

1. Walky Talky (4 Nos.)	-----
2. Any other item	-----
3. Taxes as applicable, etc	-----
Total amount (B) in Rs. Per Month	----- -----

Grand Total (for one year period) = Total (A)*12 + Total (B)*12 = Rs.

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Note:

i) No charges other than those mentioned in the Financial Bid shall be payable by AAO.

ii) There shall be no increase in rates during the Contract period except the revision in wages as and when done by the U.P. Govt.

(Signature of Tenderer with seal)

Name:

Seal:

Address:

Phone No (O):

Date:

DRAFT AGREEMENT

This agreement is made on _____ day of _____ Two thousand twenty three ARIHANT ARDEN ASSOCIATION OF APARTMENT OWNERS, as one part, hereinafter called 'AAO' and M/s _____, having its registered office at _____ hereinafter called the 'Agency' for providing Security Services on the other part. WHEREAS the AAO is desirous to engage the Agency for providing Security Services for the Society located at GH-07A, SECTOR-1, GREATER NOIDA WEST, GAUTAM BUDDHA NAGAR, UTTAR PRADESH on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, ESI, etc relating to security personnel deployed in the AAO. The AAO shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at AAO. The AAO shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month notice from either side.
5. In case of non-compliance with the contract, the AAO reserves its right to:
 - a) Cancel/revoke the contract; and/or
 - b) Impose penalty as per **Para F**.
6. Security deposit cum performance guarantee Rs. 2.00 lakhs (refundable without interest after two months of termination of contract) in the form of Pay Order/Demand Draft or Bank Guarantee shall be furnished at the time of signing of the Contract.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in Arihant Arden.
8. The security personnel provided by the Agency will not claim to become the employees of AAO and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in AAO.
9. There shall be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages as and when revised by the U.P. Govt.
10. The Agency also agrees to comply with all the Terms and Conditions mentioned in the Tender document and Corrigendum/Revisions issued up to the last Date and Time of the submission of Bids and amendments thereto from time to time.
11. Decision of AAO with regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.

12. In case of any dispute between the Agency and AAO, AAO shall have the right to decide. However, for legal disputes, if any, between the Agency and AAO, the local codes at Gautam Budh Nagar, U.P. only shall have the jurisdiction.

THIS AGREEMENT will take effect from _____ day of _____ Two Thousand Twenty-Three and shall be valid for one year.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Gautam Budh Nagar, Greater Noida, Uttar Pradesh in the presence of the witness: ARIHANT ARDEN ASSOCIATION OF APARTMENT OWNERS

AAO Witnesses:

1.

2.

AGENCY Witnesses:

1.

2.

TERMS & CONDITIONS OF CONTRACT

(Annexure to the Contract)

A. Scope of Work: Providing Security services by deploying required number of Security Personnel and installation, monitoring and maintenance of modern security systems at ARIHANT ARDEN ASSOCIATION OF APARTMENT OWNERS

1. The Agency shall provide Security services by deploying adequately trained and well-disciplined security personnel to safeguard the AAO building, moveable and immovable assets, equipment's and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex.
2. The security personnel shall be deployed round the clock at the society to effectively safeguard the premises.
3. The Agency shall be responsible for opening/closing of the building and rooms as necessitated/directed by AAO on working as well as off days.
4. The Agency shall ensure that water taps/lights/ACs are not left open/on after close of working hours on normal working days as well as on off days, as the case may be.
5. The Agency shall maintain records of inward and outward movement of men (AAO Employees and also regulation of guests and visitors), materials, etc with proper check on the same as per instructions issued by AAO from time to time.
6. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
7. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed in the Society.
8. The Agency shall keep the AAO informed of all the matters of security and co-operate in the investigation of any incident relating to security.
9. The agency shall be responsible for protection, monitoring of the security gadgets installed at the AAO premises and ensure proper access control mechanisms
10. To regulate entry and exit of vehicles from the society gates.
11. To regulate parking of resident's vehicles and vehicles of guests of residents as per the rule and procedures set by AAO.
12. To efficiently use the CCTV network for movement/entry-exit of men, materials, vehicles in the society and for detection of defaults and offences.
13. Lift evacuation in all lifts of society, as and when required, is to be done by the security personnel.
14. To implement and enforce one way movement of vehicles in the society.

15. No items are allowed to be taken out without proper gate passes issued by the competent officers as laid down in the contract or authorized by the AAO for in-out movement. The specimen signatures and telephone numbers of the above stated officers will be available with the security personnel.

16. Entry of the stray- dogs and stray cattle into the premises is to be strictly prevented. Failures to do so will result in imposition of suitable penalty on the Agency. Decision of the AAO on such lapse shall be final.

17. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.

18. In emergent situations, security staff/supervisor/ security officer deployed shall also participate as per their role defined in the disaster plan, if any, of the society. Security personnel should be sensitized for their role in such situations.

B. Eligibility Criteria

1. The Bidder may be a Proprietary Firm, Partnership Firm, Limited Company, Corporate Body legally constituted, empanelled/ registered with DGR who possess the required licenses, registrations (such as Private Security Agencies (Regulation) Act 2005) PSARA etc as per law valid at least for 5 months from the date of the opening of tender.

2. The tenderer shall have at least 3 years' experience of providing Security services.

3. Having successfully completed works of similar magnitude and duration (worth Rs 5.00 crore or more per year) in last three years.

4. Proof of Annual financial turnover with a minimum of Rs 5.00 Cr per year achieved, duly attested by CA.

5. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency). 10 6. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:

a) PF Registration

b) ESI Registration

c) Valid License, issued by Regional Labour Office of State Govt.

C. Information and Conditions relating to Submission of Bids

1. The initial period of contract shall be for 12 months. It may be extended by two years, one year at a time depending on performance of the Agency and at discretion of AAO.

2. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from AAO on any working day between 10:00 a.m. to 5:00 p.m. on payment of non-refundable charges of Rs 5000/- only or can be downloaded from AAO Website. Those who download the tender document from Website should enclose a DD for Rs 5000/- along with their bid in the Cover-I containing **Technical Bid**.

3. The interested agencies are required to submit the technical and financial bid separately in the format enclosed. The bids in **Sealed Cover-I** containing "Technical Bid" and **Sealed Cover-II** containing "Financial Bid" should be placed in a **Third Sealed Cover** super scribed "Tender for Security Services" should reach AAO before 6:00 p.m. on or before 31 March 2023. The technical and financial bids shall be opened on 1st April 2023 at 7:00 p.m. in Arihant Arden Club in presence of the bidders or their authorized representatives who choose to remain present.
4. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization must be enclosed along with tender.
5. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.
6. The bidder shall pay Bid Security (EMD) of Rs 2,00,000.00 (Rupees Two Lakh only) along with the technical bid by Demand Draft in favour of "ARIHANT ARDEN ASSOCIATION OF APARTMENT OWNERS" drawn on any Nationalized Bank/Scheduled Bank and payable at NOIDA. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage.
7. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
8. As a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) will deposit an amount equal to **Rs. Two Lakhs Only** towards Security Deposit cum performance guarantee by way of demand draft in favour of "ARIHANT ARDEN ASSOCIATION OF APARTMENT OWNERS" drawn on any Nationalized Bank/Scheduled Bank and payable at NOIDA.
9. The EMD deposited by successful agency will be adjusted towards Security deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days from the date of issue of Letter of Intent for Award of Work, his bid security (EMD) shall be forfeited unless time extension has been granted and communicated by the AAO.
10. The bid shall be valid and open for acceptance of AAO for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.
11. To assist in the analysis, evaluation and computation of the bids, the Authority may duly ask the bidders individually, by emails, for clarification on their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
12. If two or more than two Bidders obtain the same total Score (Technical Score + Financial Score), the Agency securing higher technical Score will be given preference in award.

If the Technical Score of two or more such Bidders also happens to be equal, the decisions of award will be taken by lottery between the two.
13. The quoted rates shall not be less than the minimum wages of Govt and shall include all statutory obligations. The rate quoted should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI contribution etc, insurance, management fee etc.

14. AAO shall reimburse the Agency to the extent of the amount of increase arising out of the upward revisions in minimum wages by U.P. Govt. above the rates mentioned in the contract, provided the documentary evidence is produced by the Agency making any such claim.

15. AAO reserves the right to accept or reject any or all bids without assigning any reasons. AAO also reserves the right to reject any bid which in its opinion is nonresponsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

D. Terms and Conditions

1. The security services and provision for the requirement of manpower 24*7 throughout the year, shall be as under: -

Particulars	Head count	Category of Skill
ASO	1	-
Supervisors	3	Skilled
Lady Guards	2	Un-skilled
Armed/Gun Guard	1	Skilled
CCTV Operator	2	Skilled
Security Guards (Including Patrolling Guards)	54	Un-skilled
Daily Minimum Total Strength	63	

However, the above number and arrangement of deployment of the Security personnel is without prejudice to the right of AAO to deploy the security personnel in any other number or manner considered to be more suitable by AAO.

2. The agency shall ensure that the security personnel deputed are healthy. The agency will get their antecedents, character, and conduct duly verified including the Police Verification.

3. The Security Guards provided by the Security Agency must possess the following qualifications:

(i) He/she must be on the Payroll of the Company/Agency and should have passed minimum Xth standard and also should be able to read and write official/local languages.

(ii) He/she must not be less than 18 years and not more than 45 years of age and should be physically fit to perform the duties of a security guard.

(iii) He/she should have a minimum of two years' experience as a guard or should be ex-serviceman. He should be conversant with the duties of security guard. The knowledge of firefighting is also mandatory.

(iv) Should have good knowledge of modern Security Systems and be able to control movement of personnel.

(v) Should be able to gather information on security matters.

(vi) Should take rounds and be able to detect security loopholes, assess fire threats and be able to take preventive measures.

4. Supervisors should check attendance of the guards daily.

Duties of the Security Guards

1. The Personnel supplied ought to be polite but Firm, Disciplined, Physically Fit and Alert, smartly dressed in uniform while on duty.
2. To attend with compliments to distinguished visitors, VIP's and Officers.
3. Check, Control and Restrict and regulate entries to Staff/Workers/ Authorized Personnel of Organization/Firm and others by valid passes or searching if required and movement of vehicles and incoming/outgoing Materials (with gate passes, challan) and time keeping.
4. Maintain strict security of Men, Material and Premises and maintain Diary to note all important events/happenings information received/passed to the management. Entirely responsible for thefts of easily movable items such as bathrooms fittings, fans, Exhaust Fans, Telephone Instruments, Fire Extinguishers, or Fire Fighting Systems etc.
5. Will stand by management during emergency like Gherao, Picketing, Strike etc. and Security of ESI Staff from any assaults whatsoever.
6. Not to leave the place of duty under any circumstance until and unless properly relieved. And sign accordingly in handing over-taking over Register etc.
7. Prevent misuse of electricity and water.
8. In case of fire, the Security Guard will immediately alert the Staff available on duty and assist in Fire Fighting Operation and also inform the Local Fire Station and Chief Fire Officer, Gautam Budh Nagar, U.P.
9. The security guard must watch that there are no unidentified/ unclaimed/ suspicious objects/ persons in the building/premises.
10. The security guard shall ensure that all the electrical equipment/instruments/lights and fans should be switched off at the time of closure of the office.
11. The security guard should ensure that all the officers/rooms are locked at the close of office and opened at the beginning of office hours and there is safe keeping of the keys.
12. The security personnel must be in proper neat and tidy uniform.
13. The names of the security guards should always be displayed by them on their uniforms for identification purpose.
14. The Agency should arrange for surprise checks (during day and night) to check the alertness and attentiveness of the security guard.
15. The security guard should check the bags/ briefcases of the visitors if considered necessary.
16. The security Agency shall at all times comply with all directions and instructions of ESIC. Non-compliance of instructions can lead to termination of agreement.

Duties and Responsibilities of the Agency

1. The agency should provide a whistle, torch and lathi to the security guard on duty.

2. The security guards must be rotated from their deployment at an interval of 6 months.
3. The agency shall furnish the names and addresses of the security guards posted in the premises to ESIC as well as AAO and also as and when there is any change in the security guards.
4. The Agency shall submit a monthly report of compliance and happenings in the premises to the concerned Regional Director, ESIC. The Agency will provide copy of TIC to AAO for all the Security Guards/Personnel as and when engaged but within Seven Days of each Engagement.
5. The security guards deployed will be deemed for all purposes and the agencies shall be fully responsible for payment of wages and other dues, and compliance of all labour laws applicable to them.
6. The full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to AAO along with testimonials before they are actually deployed for the job.
7. Identity: The Security Guard/Supervisor who may be engaged by Security Agency from time to time must carry the photo identity card, which shall have to be issued to him for the said purpose. The identity card should be worn by each security guard/supervisor on their uniform which shall in turn give details regarding their full name, age, identity marks, signatures of the bearer and also of the issuing authority and seal.
8. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the AAO at any time without assigning any reason whatsoever.
9. A local representative of Agency shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. While working at the premises of AAO, they shall work under directives and guidance of AAO and will be answerable to AAO. This will, however, not diminish in any way, the agency's responsibility under contract to the AAO.
10. The agency shall deploy security guards trained in all facets of security work, including firefighting. The Agency shall provide necessary undertaking and documentary evidence of trainings in this regard. Minimum height of Male Guard is 5feet7inches and Female Guards is 5feet.
11. The visitors shall be regulated as per AAO procedure and records thereof maintained as stipulated. Further, the visitors shall be attended with due courtesy.
12. A senior level representative of the Agency shall visit AAO premises at least once-a- week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the AAO officer dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
13. The Agency shall ensure that any replacement of the personnel, as required by AAO for any reason specified or otherwise, shall be effected promptly without any additional cost. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the AAO at Agency's own cost.
14. The Agency shall provide reasonably good uniform with name badges to its personnel deployed at AAO at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as, belt, shoes, socks, caps, torch with cell, cane stick, gun, bullets, etc shall be borne/supplied by the Agency at its cost.

15. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the AAO/Govt. of India/any State/or any Union Territory.

16. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the AAO. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with approval of AAO.

17. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc relating to personnel deployed by it at AAO or for any accident caused to them and the AAO shall not be liable to bear any expense in this regard.

18. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the AAO for whatever reason. The Agency shall also be responsible for the insurance of all its personnel.

19. The security agency shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/amendments/ modifications

I) The Payment of Wages Act 1936

II) The Employees Provident Fund Act, 1952

III) The Contract Labour (Regulation) Act, 1970

IV) The Employees State Insurance Act, 1948

V) The Employment of Children Act, 1938

VI) Minimum Wages Act, 1948

20. The Security Agency shall not assign or transfer this contract or part thereof to anyone.

21. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to AAO and maintain liaison with the police. FIR will be lodged by AAO, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.

22. The agency shall ensure that security staff appointed by them is fully loyal-to and assist the AAO during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the AAO.

23. In case of any loss that might be caused to the AAO due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, AAO shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to AAO besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the Agency, AAO shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever. 1

24. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve. The Security Agency shall be responsible for providing the requisite man-hours

as detailed above on round the clock basis on all days. If the person falling sick avails leave or remains absent arrangement for the substitute should be made immediately. If at any time additional man-hours are required, the same will be provided by the Security Agency for which payment will be made on pro-rata basis.

25. As and when AAO requires additional security strength on temporary or emergent basis, the agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the AAO. Similarly, if the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the AAO shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.

26. The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to AAO an attested photocopy of the attendance record and enclose the same with the monthly bill.

27. The AAO shall pay the agreed amount on production of monthly bill should be submitted to AAO by fifth of the following month. No other charges of any kind shall be payable. Bills raised by the Security Agency will be paid to the Security Agency within 15 days from the date of submitting the same with all relevant documents to the Administration Section of AAO. Security Agency will maintain a Muster Roll to record the presence on duty of Security Guards and Security Supervisor for each shift of duty. Payment of the bills will be as per the Muster Roll, which should be got countersigned every day by an Officer of the AAO.

28. There would be no increase in rates payable to the Agency during the Contract period except for reimbursement of the statutory wages as and when revised by the U.P. Government.

29. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department. The deducted Income Tax must be duly and timely remitted to the Income tax department, by the Agency.

30. The Security personnel deployed by the agency shall have at least the minimum elementary knowledge of reading and writing so as to be able to make entries in the registers kept at the security desk/booth whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.

31. In case of non-compliance/non-performance of the services according to the terms of the contract, the AAO shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.

32. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify AAO against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to the establishment /work in AAO premises/facility.

33. The decision of AAO in regard to the interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

34. In case of any dispute between the Agency and AAO, AAO shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Gautam Budh Nagar, U.P.

35. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a sole Arbitrator to be appointed by AAO. The provisions of the Arbitration and Conciliation Act 1996 shall be applicable.

36. Termination of the Contract:

a) AAO shall be at liberty at its entire discretion to terminate this contract forthwith upon or at any time a breach or default of any of the terms and conditions contained herein or any other circular and/or rules framed subsequently, is committed by him and/or by his Security Guards or Security Supervisors, employed by it.

b) Insolvency or dissolution of the partnership firm or death or adjudication as insolvent of any partner of the Security Agency.

c) Liquidation, whether voluntary or otherwise or passing of an effective resolution for winding up, if it is a company or co-operative society.

d) If any attachment is levied and continues to be levied for a period of seven days upon Security Agency effects or any individual/ partner for the time being of its firm or any member of its cooperative society.

e) If any partner of its firm or any member of its co-operative society shall be convicted of any criminal offence.

f) If Security Agency shall either by himself or by his servants commit or suffer to be committed any act which, in the opinion of the AAO, whose decision in that behalf shall be final is prejudicial to the interest or good name of the AAO.

g) If the period of this contract lapses and the service is continued, it shall be deemed to be an agreement to continue the service on a month-to-month basis. In such an event, either party must give one month's notice for termination of the service if they choose to discontinue.

h) Violation of the provisions of Contract Labour (R & A) Act 1970, MSGB Act and other Acts, rules schemes or notifications issued by the Appropriate Govt. from time to time, as applicable. 18

i) On termination/expiry of the contract, the Security Agency will immediately remove all its personnel from the premises.

37. The security Agency has to provide a Mediclaim facility to each of its security personnel whose monthly Gross Salary is more than Rs. 21,100.

38. An agreement shall be signed with the successful bidder as per the specimen enclosed.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between AAO and the Agency and any non-compliance shall be deemed as a breach of the Contract/Agreement. *

E) Evaluation of Bids

- 1.) Quality cum cost-based selection (QCBS) approach will be used to evaluate and award the tender.
- 2.) Weightage for Technical Bid: Max. 70 marks
Weightage for Financial Bid: Max. 30 marks
- 3.) Total Score = Technical Score + Financial Score
- 4.) Minimum technical score to qualify for opening of the financial bid of a firm/company is 60 marks.
- 5.) Tender evaluation will be done by AAO.
- 6.) 10 Marks in Technical Bid evaluation are for AAO assessment of the bidding agency, strictly on the basis of field visit of 2 sites of each bidder obtaining 50 marks out of the remaining 60 marks of the assessment of the Technical Bid.

F) Penalties

- 1) If the monthly attendance of Manpower falls below 95% of the total daily /shift requirement, a penalty of Rs.1000/- will be imposed for each default.
 - 2) Any moral negligence/immoral act or the part of Security Personnel will invite a penalty of Rs. 5000/- for each default.
 - 3) Any material damage caused to any of the assets of the society by the act/ neglect will attract each time penalty of Rs. 5000/-besides the cost of damage caused.
 - 4) Any act of sleeping, while on duty by the security personnel will invite a penalty of Rs. 500/- (each time) in addition as a written warning.
 - 5) No security personnel can be deployed continuously in 3 shifts (24 hours) for more than one occasion in a calendar month. Any default will attract a penalty of Rs. 1000/- each time except rotation of guards in a month as defined.
- The Agency as a whole cannot do such a default more than 5 times in a month. Any default beyond 5 times will attract a penalty of Rs. 5000/- to be deducted from the monthly bill of the Agency.
- 6) Penalty will be imposed on the shortage of monthly attendance of the total strength of the Security Personnel falling below the minimum attendance required on daily basis.
 - 7) Any act of theft of any material or asset of society will attract a penalty equal to four times the value of the stolen items. The penalty will be recovered/ deducted from the management fees in the Agency's monthly bills.
 - 8) Any act of violation of ESI/PF/Prevailing Minimum Wages will attract a penalty of Rs. 10000/- for each default.

No explanation whatsoever will be entertained in this regard.

Note: For Tender related queries/communication with AAO, Arihant Arden, please Email to us at tender@arihantardenaoa.org