



**GOVERNMENT OF ASSAM**

**STATE PROJECT MANAGEMENT UNIT, NEER NIRMAL PARIYOJANA, ASSAM**

RWSSP-LIS, World Bank Project, 5th Floor, Redstone Building, G.S Road, Dispur, Guwahati – 781006

Website: [www.nnpplhedassam.org](http://www.nnpplhedassam.org) Phone No. 0361 – 2334345 Email ID: [assam\\_worldbank@rediffmail.com](mailto:assam_worldbank@rediffmail.com)

**No. SPMU/PROC/SECURITY AGENCY/209/2017-18/ 3836**

**Date: 17 October 2017**

**INVITATION FOR QUOTATIONS**

1. Government of India has received a credit from the International Development Association equivalent to US\$500 billion towards the cost of the Rural Water Supply and Sanitation Project for Low Income States, now renamed as Neer Nirmal Pariyojana. The State Project Management Unit, Neer Nirmal Pariyona, Assam (SPMU, NNP-Assam), an implementing agency, intends to apply a part of the proceeds of this credit to eligible payments under the contract for which this Invitation for Quotations is issued.
2. Quotations are invited from agencies for providing security services at the office of the SPMU, NNP-Assam, 5th Floor, Redstone Building, G.S Road, Dispur, Guwahati – 781006, Assam, India.
3. Bidders are advised to read the Quotation Documents carefully before submitting the Quotation, in order to avoid any further disputes. It shall be presumed that the Bidders have considered and accepted all the terms and conditions of this Quotation.
4. Interested eligible Bidders may obtain further information from Dr. Nitish Das, Procurement Specialist, SPMU, NNP-Assam, e-mail: [nitish.nnpassam@gmail.com](mailto:nitish.nnpassam@gmail.com) and inspect the Quotation Documents during office hours i.e. 10.00 to 17.00 hours at the address given below.
5. The Quotation Document is nontransferable.
6. Quotation must be delivered to the address below. Late Quotations shall be rejected. Quotations will be opened 30 minutes after the deadline for Quotation Submission in the presence of the Bidders' representatives who choose to attend at the address below.
7. The Employer will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or delivery of Quotations. The Employer reserves the right to accept or reject any / all Quotations, and to annul the bidding process at any time prior to Contract Award for any reason whatsoever, without thereby incurring any liability to Bidders.

  
**Project Director**

**State Project Management Unit, Neer Nirmal Pariyojana-Assam**

**5th Floor, Redstone Building, G.S.Road, Dispur, Guwahati – 781006, Assam, India**







## GOVERNMENT OF ASSAM

### STATE PROJECT MANAGEMENT UNIT, NEER NIRMAL PARIYOJANA, ASSAM

RWSSP-LIS, World Bank Project, 5th Floor, Redstone Building, G.S Road, Dispur, Guwahati – 781006  
Website: [www.nnpphedassam.org](http://www.nnpphedassam.org) Phone No. 0361 – 2334345 Email ID: [assam\\_worldbank@rediffmail.com](mailto:assam_worldbank@rediffmail.com)

## INVITATION OF QUOTATIONS FOR HIRING OF SECURITY SERVICES

**Table1: Quotation Related Information**

Period of Contract	One year (Extendable for another two years, one year at a time)
Issue of Quotation Document	Date: 17 October 2017
Cost of Quotation Document	Nil
Deadline for Obtaining Quotation Document	Date: 31 October 2017; Time: 14.30 h (IST) In case this date is declared holiday than this event shall take place on next working day.
Deadline for Submission of Quotations	Date: 31 October 2017; Time: 15.00 h (IST) In case this date is declared holiday than this event shall take place on next working day.
Opening of Quotations	30 minutes after the deadline for quotation submission
Quotation Validity	60 days from the quotation submission date
Quotation Security	Nil
Performance Security:	10 % of the Contract Price
QUOTATION DOCUMENT CAN BE SEEN & DOWNLOADED at <a href="http://www.nnpphedassam.org">www.nnpphedassam.org</a>	



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## QUOTATION DOCUMENT FOR HIRING OF SECURITY SERVICES

### 1. SCOPE OF QUOTATION

1.1. In connection with the Invitation for Quotations, the Employer, State Project Management Unit, Assam (SPMU-Assam) issues this Quotation Document for Hiring of Security Agencies as specified in **Appendix 1** of the Quotation Document.

1.2. Throughout this Quotation Document:

- (a) the term "in writing" means communicated in written form and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- (c) "day" means calendar day.

### 2. SOURCE OF FUNDS

2.1. Government of India has received a credit from the International Development Association (IDA) equivalent to USD500 billion towards the cost of the Rural Water Supply and Sanitation Project for Low Income States (RWSSP-LIS), now renamed as Neer Nirmal Pariyojana (NNP). The SPMU-Assam, an implementing agency, intends to apply a part of the proceeds of this credit to eligible payments under the contract for which this Invitation for Quotations is issued. Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the financing agreement. The financing agreement prohibits a withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the financing agreement or have any claims to the proceeds of the credit.

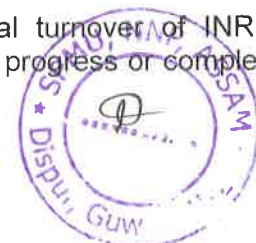
### 3. ELIGIBLE BIDDERS

3.1. The Bidder may be a proprietary firm, partnership firm, limited company, corporate body legally constituted, who possess the required licenses, registrations (such as Private Security Agencies (Regulation) Act 2005) etc. as per law valid at least for 12 months from the date of the opening of tender.

3.2. The Bidder should have the experience of providing similar works for at least three years in any of the departments/autonomous institutions/universities/public sector undertakings of the Government of India or Government of Assam or any other State Government or Public Sector Banks or Local Bodies/Municipalities. Performance Certificate issued by the Department to this effect shall be attached with Quotation.

3.3. The bidder should have successfully completed works of similar magnitude and duration of worth INR3.0 lakh per year in last three years.

3.4. The bidder should have a minimum average annual turnover of INR10.0 lakh, calculated as total certified payments received for contracts in progress or completed, within



the three years.

3.5. The Bidder should have valid registrations such as Permanent Account Number (PAN) of the Income Tax Department; Goods and Services Tax (GST) Registration Number; Registration No. of the Agency/Firm; Provident Fund Registration Number; ESI Registration Number; License Number under Contract Labour Act, whichever applicable, and to enclose proof for the same.

3.6. The Bidder should submit an undertaking alongwith the Quotation to the effect that s/he or her/his firm has not been black listed by any of the departments/autonomous institutions/universities/public sector undertakings of the Government of India or Government of Assam or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm on the date of submission of this Quotation (**Appendix 2**).

3.7. The Bidder should have capacity of providing proposed service.

3.8. The Bidder should submit an undertaking (**Appendix 4**) with the Quotation to the effect that Terms and Conditions of the Quotation are duly accepted/signed with the stamp of the prospective bidder.

3.9. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified.

#### **4. CONTENTS OF QUOTATION DOCUMENT**

4.1. The Quotation Document should be read in conjunction with any Addenda issued in accordance with para. 6.

4.2. The Invitation for Quotations issued by the Employer is not part of the Quotation Document.

4.3. The Employer is not responsible for the completeness of the Quotation Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Quotations.

4.4. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Quotation Document. Failure to furnish all information or documentation required by the Quotation Document may result in the rejection of the Quotation.

#### **5. CLARIFICATION OF QUOTATION DOCUMENT**

5.1. A prospective Bidder requiring any clarification of the Quotation Document shall contact the Employer in writing at the Employer's address indicated below. The Employer will respond in writing to any request for clarification, provided that such request is received two days prior to the deadline for submission of quotations. The Employer shall forward copies of its response to all Bidders who have acquired the Quotation Document in accordance with para. 4.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Quotation Document as a result of a request for clarification, it shall do so following the procedure under para. 6.

#### **6. AMENDMENT OF QUOTATION DOCUMENT**

6.1. At any time prior to the deadline for submission of quotations, the Employer may amend the Quotation Document by issuing addenda.



6.2. Any addendum issued shall be part of the Quotation Document and shall be communicated in writing to all who have obtained the Quotation Document from the Employer in accordance with para. 4.3.

6.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Quotations, the Employer may, at its discretion, extend the deadline for the submission of quotations, pursuant to para. 19.2.

## **7. COST OF BIDDING**

7.1. The Bidder shall bear all costs associated with the preparation and submission of its Quotation, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **8. LANGUAGE OF QUOTATION**

8.1. The Quotation, as well as all correspondence and documents relating to the Quotation exchanged by the Bidder and the Employer, shall be written in the English language. Supporting documents and printed literature that are part of the Quotation may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Quotation, such translation shall govern.

## **9. DOCUMENTS COMPRISING THE QUOTATION**

9.1. The Quotation shall comprise of the following:

- (a) Invitation for Quotations;
- (b) Quotation Document along with the Appendices;
- (c) Undertakings – 3 no.; and
- (d) Rate Schedule

## **10. ALTERNATIVE QUOTATIONS**

10.1. Alternative quotations shall not be considered.

## **11. QUOTATION PRICES AND DISCOUNTS**

11.1. The prices and discounts quoted by the Bidder in the Rate Schedule shall conform to the requirements specified below.

11.2. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Contract.

11.3. Unconditional discounts, if any, and the methodology for their application shall be quoted in the Rate Schedule.

11.4. The prices quoted by the Bidder shall be fixed.

11.5. All duties, taxes, and other levies, except GST, payable by the Bidder under the Contract shall be included in the rates in Rate Schedule submitted by the Bidder.



## **12. CURRENCY OF QUOTATION AND PAYMENT**

12.1. The currency of the Quotation and payment shall be Indian Rupees.

## **13. DOCUMENTS COMPRISING THE QUOTATION**

13.1. The Bidder shall furnish Quotation in accordance with prescribed format.

## **14. DOCUMENTS ESTABLISHING THE QUALIFICATIONS OF THE BIDDER**

14.1. The prospective bidder shall furnish the following documents along with their Quotations:

- (a) self attested copy of PAN No. card under Income Tax Act;
- (b) self attested copy of GST Registration Number;
- (c) self attested copy of valid Registration No. of the Agency/Firm;
- (d) self attested copy of valid Provident Fund Registration Number, if available;
- (e) self attested copy of valid ESI Registration Number, if available;
- (f) self attested copy of valid License and Number under Contract Labour Act and under any other Acts/Rules, if available;
- (g) an undertaking to the effect that the Agency has not been blacklisted by any of the departments/autonomous institutions/universities/public sector undertakings of the Government of India or Government of Assam or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency;
- (h) terms and conditions duly accepted/signed with the stamp of the prospective bidder;
- (i) proof to the effect that Bidder have experience of providing similar works for atleast last three consecutive years;
- (j) authorization of a person to sign Quotation document on behalf of the Bidder.

The written confirmation of authorization to sign on behalf of the Bidder shall consist of an organizational document, board resolution or its equivalent, or power of attorney specifying the representative's authority to sign the Quotation on behalf of the Bidder. If the Bidder is an intended or an existing joint venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the joint venture to sign on behalf of the intended or existing joint venture. If the joint venture has not yet been formed, also include evidence from all proposed joint venture partners of their intent to enter into a joint venture in the event of a contract award.

- (k) the Bidder should submit an undertaking on the Letter Head of the firm with the Quotation to the effect that Terms and conditions of the Quotation are duly accepted/signed with the stamp of the prospective bidder; and
- (l) the Bidder should submit an undertaking (**Appendix 3**) with the Quotation to the effect that s/he or her/his firm is having capacity to provide the proposed security





services.

## **15. PERIOD OF VALIDITY OF QUOTATIONS**

15.1. Quotations shall remain valid for the period stated in **Table 1**. A Quotation valid for a shorter period shall be rejected by the Employer as nonresponsive.

15.2. In exceptional circumstances, prior to the expiration of the quotation validity period, the Employer may request Bidders to extend the period of validity of their Quotations. The request and the responses shall be made in writing. A Bidder may refuse the request. A Bidder granting the request shall not be required or permitted to modify its Quotation.

## **16. QUOTATION SECURITY**

16.1. No Quotation Security is required to be submitted with the Quotations.

## **17. FORMAT AND SIGNING OF QUOTATION**

17.1. The Bidder shall prepare the Quotation in original.

17.2. The original copy of the Quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in para. 14.1 (j) and shall be attached to the Quotation. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Quotation, except for unamended printed literature, shall be signed or initialed by the person signing the Quotation.

17.3. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Quotation.

## **18. SEALING AND MARKING OF QUOTATIONS**

18.1. Bidders shall submit hard copy of the Quotations to the address given below. Bidders shall not have the option of submitting their Quotations electronically. Procedures for submission, sealing and marking are as follows:

18.2. Bidders shall enclose the original of the Quotation in sealed envelope, duly marking the envelope which shall:

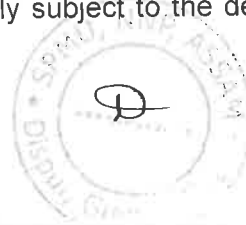
- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer as provided below; and
- (c) bear the specific identification of this bidding process indicated in the IFQ.

18.3. If the envelope is not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Quotation.

## **19. DEADLINE FOR SUBMISSION OF QUOTATIONS**

19.1. Quotations must be received by the Employer at the address and no later than the date and time indicated in Table 1.

19.2. The Employer may, at its discretion, extend the deadline for the submission of quotations by amending the Quotation Document in accordance with para. 6, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.



## **20. LATE QUOTATIONS**

20.1. The Employer shall not consider any Quotation that arrives after the deadline for submission of quotations, in accordance with Table 1. Any Quotation received by the Employer after the deadline for submission of quotations shall be declared late, rejected, and returned unopened to the Bidder.

## **21. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF QUOTATIONS**

21.1. A Bidder may withdraw, substitute, or modify its Quotation after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with para.14.1(k), (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Quotation must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with para. 17 and para. 18 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
- (b) received by the Employer prior to the deadline prescribed for submission of quotations, in accordance with para. 19.

21.2. Quotations requested to be withdrawn in accordance with para. 21.1 shall be returned unopened to the Bidders.

21.3. No Quotation may be withdrawn, substituted, or modified in the interval between the deadline for submission of quotations and the expiration of the period of Quotation validity specified in the Quotation Document or any extension thereof.

## **22. QUOTATION OPENING**

22.1. The Employer shall open the Quotations at the address, date and time specified in Table 1 in the presence of Bidders' designated representatives and anyone who choose to attend.

22.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Quotation shall not be opened, but returned to the Bidder. No Quotation withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Quotation opening.

22.3. Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Quotation shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. The Substitution Quotation, if any, shall be opened, read out, and recorded. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at quotation opening.

22.4. Next, outer envelopes marked "MODIFICATION" shall be opened. No Quotation shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of quotations. The Quotations, both Original as well as Modification, are to be opened, read out, and recorded at the opening.

22.5. All other envelopes holding the Quotations shall be opened at a time, and the following read out and recorded:



- (a) the name of the Bidder;
- (b) whether there is a modification or substitution; and
- (c) any other details as the Employer may consider appropriate.

22.6. Only Quotations read out and recorded at quotation opening shall be considered for evaluation. All pages of the Quotation are to be initialed by at least one representative of the Employer attending the quotation opening. No Quotation shall be rejected at the opening of quotations except for late Quotations, in accordance with para. 20.

22.7. The Employer shall prepare a record of the opening of quotations that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals and the Quoted Price and any discounts. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

### **23. EVALUATION AND COMPARISON OF QUOTATIONS**

23.1. Information relating to the examination, evaluation, comparison, and postqualification of Quotations and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

23.2. Any attempt by a Bidder to influence the Employer in the evaluation of the Quotations or Contract award decisions may result in the rejection of its Quotation.

23.3. Notwithstanding the above, from the time of quotation opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

23.4. To assist in the examination, evaluation, and comparison of the Quotations, the Employer may, at its discretion, ask any Bidder for a clarification of its Quotation. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Quotation shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Rate Schedule.

23.5. If a Bidder does not provide clarifications of its Quotation by the date and time set in the Employer's request for clarification, its Quotation may be rejected.

23.6. During the evaluation of Quotations, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Quotation Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Quotation Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Quotation Document.

23.7. The Employer shall examine the Quotation to confirm that all documents requested in para. 9.1 and TECH 1 have been provided, and to determine the completeness of each

document submitted.

23.8. The Employer shall confirm that the documents listed in para 9.1 and TECH 1 have been provided in the Quotation. If any of these documents or information is missing, the offer shall be rejected.

23.9. The Employer's determination of a Quotation's responsiveness is to be based on the contents of the Quotation itself.

23.10. A substantially technically responsive Quotation is one that meets the requirements of the Quotation Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
  - (i) affect in any substantial way the scope, quality, or performance of the Contract; or
  - (ii) limit in any substantial way, inconsistent with the Quotation Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Quotations.

23.11. The Employer shall examine the Quotation submitted in accordance para. 13, to confirm that all requirements of Quotation documents have been met without any material deviation or reservation.

23.12. If a Quotation is not substantially responsive to the requirements of the Quotation Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

23.13. Provided that a Quotation is substantially responsive, the Employer may waive any nonconformities in the Quotation that do not constitute a material deviation, reservation or omission.

23.14. Provided that a Quotation is substantially technically responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Quotation related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Rate Schedule. Failure of the Bidder to comply with the request may result in the rejection of its Quotation.

23.15. Provided that a Quotation is substantially technically responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Rate Schedule. To this effect, the Rate Schedule shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Quotations. For this purpose, the Employer shall base its assessment on the highest price quoted for the same item(s) or components(s) by the other responsive Bidders. If prices of such item(s) or component(s) are not available in the received Quotations, the Employer will base its assessment on the current market rate(s). However, item(s) or component(s) for which no rate or price has been entered in by the Bidder in its Rate Schedule shall not be paid by the Employer and shall be deemed covered by other rates and prices in the Contract.



23.16. The Employer shall determine to its satisfaction during the technical evaluation of Quotations whether Bidders meet the qualifying criteria specified in para. 3 and TECH 1.

23.17. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to para. 13 and TECH 1.

23.18. An affirmative determination shall be a prerequisite for the comparison of Rate Schedule.

23.19. During the evaluation of Rate Schedules, where there is a discrepancy between unit rates in figures and in words, the rates in words will govern and the Employer shall correct the same accordingly;

23.20. If the Bidder that submitted the lowest evaluated Quotation does not accept the correction of errors, its Quotations shall be disqualified.

23.21. The Employer shall use the criteria and methodologies as listed in this documents. No other evaluation criteria or methodologies shall be permitted.

23.22. To evaluate the Rate Schedule, the Employer shall consider the following:

- (a) the quoted price, excluding GST;
- (b) price adjustment for correction of errors in accordance with para. 23.15; and
- (c) price adjustment due to discounts offered in accordance para. 11.

23.23. The price shall not be adjusted over the period of execution of the Contract.

23.24. The Employer shall compare all substantially responsive Quotations to determine the lowest evaluated Quotation in accordance with para. 23.22.

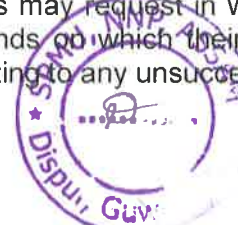
23.25. The Employer reserves the right to accept or reject any Quotation, and to annul the bidding process and reject all Quotations at any time prior to contract award, without thereby incurring any liability to Bidders.

## **24. AWARD OF CONTRACT**

24.1. The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated quotation and is substantially responsive to the Quotation Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

24.2. Prior to the expiration of the period of quotation validity, the Employer shall notify the successful Bidder, in writing, that its Quotation has been accepted.

24.3. At the same time, the Employer shall also notify all other Bidders of the results of the bidding. The Employer will publish in its Notice Board and website the results identifying the Quotation and lot numbers and the following information: (i) name of each Bidder who submitted a Quotation; (ii) Quotation prices as read out at quotation opening; (iii) name and evaluated prices of each Quotation that was evaluated; (iv) name of bidders whose Quotations were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their Quotations were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder



who, after Publication of contract award, requests a debriefing.

24.4. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

24.5. Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.

24.6. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

24.7. Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security of 10% of the Contract Price in the form of Fixed Deposit / Demand Draft, in original form, from any nationalized bank or scheduled bank in India but not debarred by Reserve Bank of India / Government of Assam and drawn in favour of SWSM (SPMU Account).

24.8. Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

## **25. AGREEMENT**

25.1. The successful bidders/agencies shall enter in Agreement with the Employer.

## **26. TERMS AND CONDITIONS**

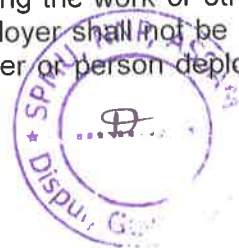
26.1. Terms and Conditions of the services are as detailed below.

- (a) The agency shall have to enter into a contract with the Employer separately and individually by formal signing of the agreement and this will be effective from the date of award. The successful Bidder shall have to submit Performance Security as mentioned in the Quotation Document, at the time of award.
- (b) The Agency shall be hired for a period of one year initially from the date of award of the work. The contract with the Agency can be extended for a further period of maximum of two years, one year at a time, upon satisfactory performance of the Agency and the requirement of the Employer at the discretion of the Employer on same terms and conditions.
- (c) The Quotations shall be rejected in the event of information found false or incorrect or incomplete at any stage, as prescribed in the Quotation or any ineligibility being detected, and no correspondence thereof shall be entertained, whatsoever.
- (d) The Agency shall provide security services by deploying adequately trained and well-disciplined security personnel, preferably ex-servicemen to safeguard the SPMU, NNP-Assam office, moveable and immovable assets, equipment and other items from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in the office.
- (e) The security personnel shall be deployed from 9.30 AM to 7.30 PM at the office of SPMU, NNP-Assam to safeguard the office. However, the deployment period may be marginally extended on certain days depending on the requirements of

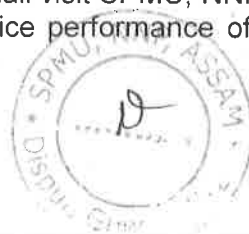


the Employer against which no extra payment shall be claimed by the Agency.

- (f) The Agency shall be responsible to be present during opening/closing of the office and rooms as necessitated/directed by the Employer on working days.
- (g) The Agency shall maintain records of inward and outward movement of men (guests and visitors), materials etc. with proper check on the same as per instructions given from time to time by the Employer.
- (h) The Agency shall keep the Employer informed of all the matters of security and co-operate in the investigation of any incident relating to security.
- (i) In case of any delay in execution of work assigned, the agency would be liable for penalties, as deemed fit. However, in case of regular delay in the supply of security personnel, the Employer is entitled to cancel the agreement and in that case the agency will not be entitled to any amount payable to them for undelivered services, as entered in this contract.
- (j) In case if the Employer is of the view that the work has not been performed satisfactorily and cannot be performed by the Agency, the Employer at its discretion may terminate the agreement without any prior notice and in that case the Employer would not be liable to pay any amount on any account to the agency.
- (k) If the work of the agency is not found satisfactory or any breach is noticed or any manipulation is reported or noticed by the Employer, the Employer reserves the right to cancel the contract /or forfeit performance security submitted by the Agency/or to take legal action including black listing the Agency at any point of time during the period of contract without prior notice.
- (l) In case the contract is terminated, the Employer would be entitled to get the work done from any other firm or person and the bidder would be liable to pay the difference if any. However, if the Employer is not satisfied with the work of the Agency, the agreement will be liable to be terminated at any point of time at the sole discretion of the Employer.
- (m) Any act on the part of the Bidder to influence anybody in the Employer is liable for rejection of the Quotation.
- (n) The successful Bidder shall not engage any sub-Contractor or transfer the contract to any other person/firm/agency in any manner. The Bidder shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
- (o) Any person who is in government service or an employee of this Employer should not be made partner to the contract by the Bidder directly or indirectly in any manner whatsoever.
- (p) The Bidder shall indemnify the Employer against all other damages/charges and expenses for which this Employer may be held liable or pay on account of the negligence of the Bidder or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The Employer shall not be responsible financially or otherwise for any injury to the worker or person deployed by the Bidder during the course of performing duties.



- (q) The rate contract shall be valid initially for one year and the Employer reserves the right to extend the validity of contract on mutual consent on the same rates and terms & conditions for a maximum of two more years, one year at a time upon the satisfactory functioning of the Contractor.
- (r) During the period of contract, the rates will not be revised with the revision of any taxes by the Government of Assam or by the Government of India.
- (s) The Bidder shall not employ any person who has not completed eighteen years of age. The Agency will get verified the antecedents, character and conduct of the security personnel.
- (t) The full particulars of the personnel to be deployed by the Agency including their names and addresses, shall be furnished to SPMU, NNP-Assam along with testimonials before they are actually deployed for the job.
- (u) The Bidder shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, EPF, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable upon the Bidder, there will not be any liability upon the Employer.
- (v) The Employer will be under no legal obligation to provide employment to any of the personnel of the Bidder during / expiry of agreement period and the Employer recognizes no employer-employee relationship between the Employer and the personnel deployed by the Bidder/agency.
- (w) The prices quoted should be inclusive of all charges and excluding taxes. The tax components shall be shown separately in the Rate Schedule.
- (x) The Employer reserves the right to terminate the contract without assigning any reason by giving a notice of **15 days** to the Bidder at any point of time during the period of the contract.
- (y) The successful Bidder shall invariably ensure the confidentiality of the movement of manpower & material while providing its services.
- (z) The security personnel provided by the Agency shall work under the overall supervision of the Employer. They shall remain available all the time as per Duty Roster and shall not leave place of duty without prior permission.
- (aa) The Agency shall not deploy or shall discontinue deploying the personnel, if so desired by the SPMU, NNP-Assam at any time without assigning any reason whatsoever.
- (bb) The agency shall deploy security personnel trained in all facets of security work. The Agency shall provide necessary undertaking and documentary evidence in this regard.
- (cc) The visitors shall be regulated as per SPMU, NNP-Assam procedure and records thereof maintained as stipulated. Further, the visitors shall be attended with due courtesy.
- (dd) A senior level representative of the Agency shall visit SPMU, NNP-Assam office at least once-a-fortnight and review the service performance of its personnel.





During the visit, Agency's representative will also meet the SPMU, NNP-Assam officer dealing with service under the contract for mutual feed back regarding the work performed by their personnel and removal of deficiencies, if any, observed in their working.

- (ee) The Agency shall ensure that any replacement of the personnel, as required by Employer for any reason specified or otherwise, shall be effected promptly without any additional cost to the Employer. If the Agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Employer at Agency's own cost.
- (ff) The Agency shall provide reasonably good uniform with name badges to its personnel deployed at SPMU, NNP-Assam 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 etc. shall be borne/supplied by the Agency at its cost.
- (gg) 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 Government of India/Government of Assam.
- (hh) The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Employer. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the Agency with approval of the Employer.
- (ii) The agency shall ensure that security staff appointed by them is fully loyal-to and assist the Employer 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 Employer.
- (jj) In case of any loss that might be caused to the Employer due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, the Employer shall have the right to deduct appropriate amount from the bill of contracting Agency to make good such loss to the Employer besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the Agency, the Employer shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- (kk) 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.
- (ll) As and when the Employer requires additional security strength on temporary or emergent basis, the agency will depute such security personnel under mutually aggregable terms and conditions. For the same, a notice of two days will be given by the Employer. 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 Employer 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.
- (mm) 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 the Employer an

attested photocopy of the attendance record and enclose the same with the monthly bill.

- (nn) The Employer shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
- (oo) There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.
- (pp) The income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
- (qq) 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.
- (rr) In case of non compliance/non-performance of the services according the terms of the Contract, the Employer shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the Contract.
- (ss) The agency shall be solely liable for all payment/dues of the workers employed and deployed by it. The agency shall fully indemnify the Employer 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 establishment/work in SPMU, NNP-Assam office.
- (tt) The decision of the Employer in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.
- (uu) Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- (vv) All the disputes shall be subject to Guwahati, Assam jurisdiction and
- (ww) The Employer reserves the right to relax any terms or conditions mentioned herein.

## 27. PENALTIES

S. No.	Nature of Errors	Minimum Penalty (Maximum decided by the Employer)
1	For not providing a security personnel in time	INR500.00 for each event INR1,000.00 for three consecutive events in addition to the above penalty
2	For loss caused due to lapse on the part of security personnel	INR500.00 per event
3	For misbehavior of the security personnel	INR1,000.00 per default
4	For breach of any of the conditions of the contract	INR2,000.00 per default or termination of contract and forfeiture of Performance Security



S. No.	Nature of Errors	Minimum Penalty (Maximum decided by the Employer)
		as the case may be depending upon the incidence of breach
5	For persistent breach or unsatisfactory services	Termination of contract along with forfeiture of performance security and blacklisting

## 28. PAYMENT TERMS

28.1. The payment shall be made on submission of the bills (in triplicate) by the Agency on monthly basis after the satisfactorily completion of the work assigned in a month, at approved rates, after deducting penalties if any. No advance payment will be made. The Bidder while raising the bill should submit attested photocopy of the attendance record.

28.2. The Employer will deduct Income Tax at source under Section 194-C of Income Tax Act from the Bidder at the prevailing rates of such sum as income tax on the income comprised therein

## 29. FORCE MAJEURE

29.1. **"Force Majeure"** means an exceptional event or circumstance; which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party. **"Party"** means the Employer or the Contractor, as the context requires.

29.2. Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war;
- (c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel;
- (d) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity; and
- (e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

29.3. If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

29.4. The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

29.5. Notwithstanding any other provision of this Section, Force Majeure shall not apply to

obligations of either Party to make payments to the other Party under the Contract.

29.6. If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing for such conditions and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Employer may terminate the contract, by giving a written notice of 15 days to the agency, if as a result of Force Majeure, the Contractor being unable to perform a material portion of the services for a period of more than 30 days.

29.7. Notwithstanding the provisions of the Quotation, the Agency shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

### **30. PROCEDURE FOR DISPUTE**

30.1. An Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time mutually agreed.

30.2. Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by a mutually agreed Appointing Authority at the request of either party.

30.3. If the Contractor believes that a decision taken by the Employer was either outside the authority the Employer or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Employer's decision.

30.4. The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

30.5. The Adjudicator shall be paid by the hour at the rate of INR1,000.00, together with reimbursable expenses for travel, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

30.6. The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory modification or enactment thereof. The place of arbitration shall be Guwahati, Assam.

### **31. JURISDICTION OF COURT**

The courts of Guwahati shall have the exclusive jurisdiction to settle all disputes, if any, arising out of this agreement between the parties.



## HIRING OF SECURITY SERVICES

### TECH 1: TECHNICAL DETAILS OF THE BIDDER

S. No.	Particular	To be Provided by the Bidder
1	Name of the Firm/Agency with address and phone no.	
2	Name, designation, address and phone no. of authorized representative of the Bidder to deal with SPMU for the Quotation	
3	Registration no of the firm	
4	Constitution of the firm ( attach proof)	
5	Permanent account number ( attach proof)	
6	GST Registration no. (attach proof)	
7	Provident Fund Registration no. (attach proof, if available)	
8	ESI Registration no. (attach proof, if available)	
9	License no. under Contract Labour (attach proof, if available)	
10	Particulars of security personnel available with the Bidder ( <b>Annexure 1</b> )	
11	Details of last three years for providing security services in any of the departments/autonomous institutions/universities/public sector undertakings of the Government of India or Government of Assam or any other State Government or Public Sector Banks or Local Bodies/Municipalities (attach Performance Certificate issued by the office at the end of the contract)	
12	Whether the firm or its sister concern have been awarded contract for supply of security services in the past by the Employer, If yes, complete details thereof mentioning the name and address, and period of contract	
13	The firm ever been reprimanded by any of the departments/autonomous institutions/universities/public sector undertakings of the Government of India or Government of Assam or any other State Government or Public Sector Banks or Local Bodies/Municipalities for providing unsatisfactory services. If yes, complete details thereof	
14	Whether the Agency has been blacklisted by any of the departments/autonomous institutions/universities/public sector undertakings of the Government of India or Government of Assam or any other State Government or Public Sector Banks or Local Bodies/Municipalities and any criminal case is pending against the said firm/agency	



S. No.	Particular	To be Provided by the Bidder
15	Whether Terms and conditions of the Quotation duly accepted	
16	Any other information	
17	Signature of the Bidder	
	Name of the authorized signatory & designation	
	Place	
	Date	





### PARTICULARS OF THE SECURITY PERSONNEL AVAILABLE WITH THE BIDDER

S. No	Name of the Security Personnel with Designation	Date of Birth	Qualifications	Working with the Agency	Total Years of Experience
1					
2					
3					
4					
----					
----					



## HIRING OF SECURITY SERVICES

### FIN 1: RATE SCHEDULE

(ON MONTHLY BASIS—FROM 9.30 AM TO 7.30 PM)

S. No.	Particular	Rate	
		in Figures (INR)	in Words (Indian Rupees)
1.	Hiring of Security Services, total two ex-army security personnel at a time per day from 9.30 AM to 7.30 PM to be deployed at SPMU, NNP-Assam*		
2	Goods and Services Tax		
	<b>GRAND TOTAL</b>		

\* The deployment period may be marginally extended on certain days depending on the requirements of the Employer against which no extra payment shall be claimed by the Agency.

#### Discounts (para. 11 of Quotation Document):

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive agreements with competitors.

Signature of the Bidder:

Place:

Name of the Signatory:

Date:

Name of the Firm/agency:

Seal of the Firm/Agency:

Note:

1. The Quotation shall be submitted in hard copy only.
2. The Quotation will be awarded to the technically responsive bidder whose Quotation is the lowest.
3. During the period of contract, the rates will not be revised except reimbursement of the statutory wages revised by the Government. The prospective bidder may quote the rates accordingly taking into consideration of this aspect.





## SERVICES TO BE PROVIDED

- 1. Service:** Hiring of Security Services
- 2. Location:** SPMU, NNP-Assam office.
- 2. Period of Contract:** The Contract shall be valid initially for one year and the Employer reserves the right to extend the validity of Contract on mutual consent on the same rates and terms and conditions for a maximum of two more years, one year at a time upon the satisfactory functioning of the Contractor.
- 3. Quantity:** Total number of ex-army security personnel to be provided is two at a time per day.
- 4. Duty hours:** From 9.30 AM to 7.30 PM at the office of SPMU, NNP-Assam. However, the deployment period may be marginally extended on certain days depending on the requirements of the Employer against which no extra payment shall be claimed by the Agency.



## Appendix 2

(To be provided in Bidder's Letter Head)

### UNDERTAKING

It is certified that my firm/agency/company has never been **black listed** by any of the departments/autonomous institutions/universities/public sector undertakings of the Government of India or Government of Assam or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on .....

Signature of the Bidder:

Place:

Name of the Signatory:

Date:

Name of the Firm/agency:

Seal of the Firm/Agency:

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## Appendix 3

(To be provided in Bidder's Letter Head)

### UNDERTAKING

It is certified that my firm/agency/company having sufficient experience for supply of security personnel as mentioned in the Quotation Document.

Signature of the Bidder:

Place:

Name of the Signatory:

Date:

Name of the Firm/agency:

Seal of the Firm/Agency:

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## Appendix 4

(To be provided in Bidder's Letter Head)

### UNDERTAKING

It is certified that I personally read the Quotation Document and accept all the Terms and Conditions mentioned therein.

Signature of the Bidder:

Place:

Name of the Signatory:

Date:

Name of the Firm/agency:

Seal of the Firm/Agency:



## Form of Contract

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

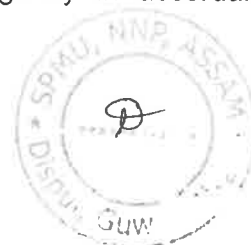
This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, *State Project Management Unit, Assam* (hereinafter called the "Client") and, on the other hand, [name of Agency] (hereinafter called the "Agency").

### WHEREAS

- (a) the Client has requested the Agency to provide certain services as defined in this Contract (hereinafter called the "Services");
- (b) the Agency, having represented to the Client that it has the required professional skills, expertise and resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a credit from the *International Development Association (IDA)*: toward the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the financing agreement, including prohibitions of withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the financing agreement or have any claim to the credit proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) TECH 1: Technical Details of the Bidder;
  - (b) FIN 1: Rate Schedule;
  - (c) Services to be Provided;
  - (d) Undertakings (three no.);
  - (e) Terms and Conditions, Penalties, Payment Terms, Force Majeure, Procedure for Dispute and Jurisdiction of Court; and
- 2. The mutual rights and obligations of the Client and the Agency shall be as set forth in the Contract, in particular:
  - (a) the Agency shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Agency in accordance with the provisions of the Contract.



IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of **State Project Management Unit, Assam**

Mr. S. K. Barua, Project Director, State Project Management Unit, Neer Nirmal Pariyona, Assam

For and on behalf of *[Name of Agency or Name of a Joint Venture]*

*[Authorized Representative of the Agency – name and signature]*

*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Agency *[insert the Name of the Joint Venture]*

*[Name of the lead member]*

*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*

