

# THE ALLEPPEY CO OPERATIVE SPINNING MILLS LTD

(Govt. Of Kerala Undertaking, Department of Industries)

(An ISO 9001: 2015 Certified Company)

Kareelakualngara, Kayamkulam, Alappuzha, Kerala – 690 572

Ph : 0479 2435175, 2435861

Email : [acsmgm@yahoo.com](mailto:acsmgm@yahoo.com), web: [www.acsm.kerala.gov.in](http://www.acsm.kerala.gov.in)

## TENDER DOCUMENT

FOR

## ANNUAL CONTRACT FOR SECURITY SERVICES AT THE ALLEPPEY CO OPERATIVE SPINNING MILLS LTD

Tender No: ACSM/GM/SC/482/2022-23, dtd. 30 May 2022

<b>Duration of Sale of Tender Document</b>	<b>:</b>	<b>30 May 2022, 10 Hrs.</b> <b>To 10 Jun 2022 11 Hrs.</b>
<b>Bid Submission</b>	<b>:</b>	<b>10 Jun 2022 Upto 14 Hrs.</b>
<b>Bid Opening</b>	<b>:</b>	<b>10 Jun 2022 On 15 Hrs.</b>
<b>Tender Document Fee (Non-Refundable)</b>	<b>:</b>	<b>Rs. 1,500.00+ GST 18% (270.00)</b>
<b>EMD (Refundable)</b>	<b>:</b>	<b>Rs.10,000.00 (Ten Thousand)</b>

- i) Sealed tenders are invited from the eligible tenderers to provide Security services, for 11 months as per terms & conditions of the tender document.

<b>Name of Work</b>	<b>Earnest Money Deposit</b>	<b>Last Date and Time for Receiving Tenders</b>	<b>Date of Tender Opening</b>
Security Services to be provided to the Alleppey Co operative Spinning Mills Ltd	Rs.10,000/-	10 Jun 2022 up to 14 Hrs.	10 Jun 2022 up to 15 Hrs.

- ii) A set of tender document can be obtained from the Office of the **Alleppey Co operative Spinning Mills, Kareelakulangara P O., Kayamkulam, Alappuzha (Dt) Kerala** on any working day from **10.AM to 5.00 PM** at a cost of **Rs. 1500.00 + 18% GST (270.00) (Rupees One Thousand Seven Hundred and Seventy Only)** payable by non-refundable Cash / Demand Draft from any Scheduled Bank drawn in favour of **General Manager, The Alleppey Co Operative Spinning Mills Ltd, payable at Kareelakulangara** or can be remitted directly to the Mills.
- iii) Details of the Tender Document can be seen at website **www.acsm.kerala.gov.in** The Tender document can also be downloaded from this website. In such case, the Tenderers must enclose cost of bid document mentioned above in form of Demand draft along with the Bid. Tenders found without tender fee shall be summarily rejected.
- iv) The General Manager Alleppey Co operative Spinning Mills Ltd reserves the right to accept or reject the tender without assigning any reason thereof.

**P. S. Sreekumar**

**General Manager**

**The Alleppey Co-Operative Spinning Mills Ltd.**

## **GENERAL INSTRUCTIONS TO TENDERERS**

### **1. Definitions and Abbreviations:**

1.1 The following definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated below:

1.2 Definitions:

- (i) “Mills” means the Alleppey Co Operative Spinning Mills where the Security services are required to be performed as specified in the Contract.
- (ii) “Contract” means the written agreement entered into between the Tender Inviting Authority and the Contractor, together with all the documents mentioned therein and including all attachments, annexure etc. therein.

- (iii) “Contractor” means the successful tenderer selected for execution of contract for Security services.
- (iv) “Day” means calendar day.
- (v) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vi) “Services” means the scope of work together with articles, material, consumables, instruments, machinery, equipment etc. which the contractor is required to deliver at the Health Facility (ies) under the contract.
- (vii) “Tender Inviting Authority” OR “Client” or “Tender Acceptance Authority” or “Contracting Authority” means the General Manager, the Alleppey Co operative Spinning Mills in their respective jurisdictions.
- (viii) “Tender” means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (ix) “Tenderer” means Proprietorship / Partnership / Pvt. Limited / Limited company, Societies/ Trust registered in India

### 1.3 Abbreviations:

1. “CST” means Central Sales Tax
2. “DDP” means Delivery Duty Paid named place of destination (consignee site)
3. “GCC” means General Conditions of Contract
4. “GIT” means General Instructions to Tenderers
5. “NIT” means Notice Inviting Tenders.
6. “TE Document” means Tender Enquiry Document
7. “VAT” means Value Added Tax
8. “TIA” means Tender Inviting Authority
9. “EPF” means Employees Provident Fund
10. “ESI” means Employees State Insurance.

2. **Scope of Services:** To Provide Security Guards at Alleppey Co Operative Spinning Mills Ltd on Contract Basis for 11 Months. The awarded Contractor must be signed an agreement along with the Scope of Work and Duties.

**3. Site Visit:** Eligible firms are advised to visit the Mill site (s) to get the onsite assessment of the work on any working day between 10:00 AM to 5:00 PM by taking permission from General Manager, The Alleppey Co Operative Spinning Mills.

**4. Eligibility Criteria**

- (a) Tenderers should be an approved Contractor by the State of Central Government, providing similar kind of services for three years during the latest last five financial years (i.e. providing security services through Ex-servicemen/ Civil Guards) in Large Organizations, Public or Private Sector Companies/ Undertakings, Autonomous Bodies.
- (b) The bidder must have a valid (as on bid submission date) license for security services of the private security agencies (Regulation) Act, 2005.
- (c) The Tenderer should be registered for Income tax, Service tax, ESI and EPF
- (d) The Tenderer should not be debarred either by the Tender Inviting Authority or by any State Government or by Government of India.

**5. Qualification Criteria**

- (a) The Tenderer should have minimum three years' experience in doing similar nature of work and have successfully completed the same. In support of this, tenderer should submit the copy of such work orders along with satisfactory completion certificates issued from at least three clients.
- (b) The Tenderer should have sufficient employees on its rolls specifically trained for Security work. Full list of the employees, viz., name, age, employee code, designation, experience in the field of Security, PF, ESI deduction and details etc. should be attached with the Bid. The Tenderer should submit proof of ESI and EPF deduction & deposit to relevant authorities during last three financial years.

**6. Documents required in support of eligibility and Qualification:**

The Tenderer should submit the following documents along with the Bid:

- (a) The copy of Firm's Registration / Incorporation Certificate with relevant authority in India.
- (b) Self-attested copy of valid license for security services of the private security agencies (Regulation) Act, 2005.
- (c) EMD of required amount as per ITB Clause 10.
- (d) Self-attested copy of Service tax registration certificate, Employee Provident Fund (EPF), ESI and PAN card.
- (e) Self-attested copies of work Orders and Client's Satisfactory Certificates in support of qualification criteria.

**7. Sale of Tender Document:**

- (a) The complete set of tender documents may be purchased within the prescribed time by interested Tenderers from the Tender Inviting Authority and upon payment of a **non refundable fee of Rs.1,500+18% GST (Rupees One Thousand Seven Hundred and Seventy only) in the form of Cash/ Demand Draft drawn in favor of Tender Inviting Authority payable at Kareelakulangara.**
- (b) The Tender document can also be downloaded from the **website [www.acsm.kerala.gov.in](http://www.acsm.kerala.gov.in)**. In such case, the Tenderers must enclose cost of bid document mentioned above in form of Demand Draft along with the Bid. **Tenders found without tender fee shall be rejected**

**8. Tender Validity:**

- (a) The Tender will be valid for a period of 180 days after the due date of submission of Tenders. A Tender valid for a shorter period shall be rejected by the Tender Inviting Authority as nonresponsive

**9. Bid Security / Earnest Money Deposit (EMD):**

- (a) The Tenderer is required to submit **Earnest Money Deposit (EMD) of Rs.10,000/-**. The EMD should be in the form of Demand Draft/Bank Guarantee issued from any scheduled Bank drawn in favour of **the General Manager, Alleppey Co Operative Spinning Mills payable at Kareelakulangara.**

- (b) **The Tenders found without EMD as above, shall be summarily rejected.**
- (c) The earnest money shall be refunded to the unsuccessful tenderer after finalization of the contract. It shall be refunded to the successful tenderer on successful completion of his/her contract.
- (d) No interest shall be paid on the EMD.

**10. Bid Price:**

The tender prices should be in Indian Rupee.

**11. Preparation and Submission of Tender:**

- (a) **The rate should be per Security Guard for 8 hrs duty including all statutory benefits, taxes and duties etc.** The Tender should be typewritten and every correction and interlineations in the bid should be attested with full signature by the tenderer, failing which the bid will be treated as ineligible. Corrections done with correction fluid should also be duly attested.
- (b) All documents/papers should be numbered, signed and sealed by the Tenderer on each page.
- (c) The rates should be quoted for the services to be provided as per instructions given in the tender document.
- (d) The bid should be sealed in envelope super-scribing as **“Tender for Security Services at the Alleppey Co Operative Spinning Mills Ltd”**.
- (e) Sealed Tenders should be addressed and submitted to the **General Manager, Alleppey Co Operative Spinning Mills Ltd.**
- (f) Tender submitted or received after the closing date and time will not be considered and shall be returned to the Tenderer unopened.

**12. Opening of Tenders:**

- a) The Tenders shall be opened at the scheduled date, time and venue by the committee constituted by the Tender Inviting Authority. The Tenderers' representative may attend the Tender opening.

- b) During the tender opening as above, the envelope containing Tender shall be opened.
- c) In the event, the date of opening as above is declared Govt. Holiday, the tenders shall be opened at the same time on the next working day.

**13. Evaluation of Tenders:**

- (a) The Tenderer quoting the lowest bid amount for the services defined in the Scope of Work shall be considered for award of contract.
- (b) In case more than one price bid quoting the same rates are received, the **winning bidder shall be selected through lottery.**

**14. Award of Contract:**

- (a) The successful Tenderer shall execute an agreement (As per format given in **Annexure-H**) on a non-judicial stamp paper of value of Rs.200/- (stamp duty to be paid by the tenderer) within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.
- (b) If the successful Tenderer fails to execute the agreement within the specified time or withdraw his tender, after the intimation of acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him along with the tender shall stand forfeited by the Tender Inviting Authority.

**15. Effectiveness and Duration of Contract**

The contract shall come into effect on the date of signing by both the parties. The contract shall be valid for a period of 11 (eleven) months from the date of commencement of services. The contract can be extended for a maximum duration of 6 months on the same terms and conditions.

**16. Commencement of Services**

**The Service Provider should commence the security services on 16 July 2019, 6.00 AM onwards by signing of contract for a period of 11 months; however the same can be further extended with the mutual consent of both the parties.**

## **SECTION-II**

### **GENERAL CONDITIONS OF CONTRACT**

- 1) The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The security persons deployed by the contractor should be properly trained, have requisite experience and having the skills for carrying out a wide variety of Security and firefighting services using appropriate materials and tools/ equipment.
- 2) The contractor should ensure the Health and Safety measures of the employees, deputed for the works at his end. The contracting authority may also conduct health checkup of the staff deployed at regular intervals at the contractor cost if required.
- 3) The contractor shall engage only such workers, whose antecedents and health have been thoroughly verified, including character and police verification and other formalities. The contractor shall be fully responsible for the conduct of his staff.
- 4) The contractor at all times should indemnify contracting Authority against all claims, damages or compensation under the provisions of payment of wages Act, 1936; Employer's Liability Act 1938 the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time. Contracting authority will not own any responsibility in this regard.
- 5) The Security staff deployed through contractor in the health facility (ies) shall not claim any benefit, compensation, absorption or regularization of their services in the govt. establishment either under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

- 6) The Security staff deployed by the contractor shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative/ organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and or for other purpose, it is desirable to remove the said person, immediately and responsibility if any to be borne by the contractor.
- 7) The contractor shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling, satta or any immoral act.
- 8) All liabilities arising out of accident or death while on duty shall be borne by the contractor.
- 9) Adequate supervision will be provided to ensure correct & effective performance of the security services in accordance with the prevailing assignment and instructions agreed upon between the two parties. The security personnel shall ensure that there is no unidentified/ unclaimed/suspicious objects/person in the buildings/premises. The vehicles that enter into the premises must be identified, noted in the register and parked at designated places.
- 10) The contractor shall be responsible to protect all properties and equipment of the Alleppey Co operative Spinning Mills Ltd.
- 11) The personnel engaged by the contractor shall be smartly dressed in neat and clean uniform.
- 12) The eight hours shift will normally commence from **6:00AM to 2:00 PM, 2:00 PM to 10:00 PM, 10:00PM to 6:00AM**. But the timings of the shift are changeable and can be fixed by the Mill from time to time depending upon the requirements.
- 13) Payment will be made within a period of 10 days after submission of the bill and all necessary documents in triplicate.

14) No other claim on whatever account shall be entertained by the Mill. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted:

a. Contractor shall pay their entitled wages by 10<sup>th</sup> of the following month. It shall not be linked to the payment of the bill from TIA or need for the checking & verification, at their end.

b. While submitting the bill for the next month, the services provider must file a certificate certifying the following:

i) ESI Contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on \_\_\_\_ (date) (Copy of the challan to be enclosed).

ii) EPF contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on \_\_\_\_\_ (date) (Copy of the challan to be enclosed).

15. Security staff engaged by the contractor shall not take part in any staff union and association activities.

16. The Mill shall not be responsible for providing residential accommodation to any of the employee of the contractor.

17. Contracting authority however, reserves the right to terminate the contract by serving three months' notice, in writing if the Mill is not satisfied about the services of the contractor. The contractor may also ask for the same by giving three months' notice to the Contracting Authority giving reasons thereof.

**18. Scope of work and services:**

1) Details of the scope of work should be signed along with the agreement by the successful contractor.

**19. Obligation Of The Contractor :**

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgments evidencing filing of returns every year and shall keep the Tender Inviting Authority fully indemnified against liability of tax,

interest, penalty etc. of the contractor in respect thereof, which may arise. The contractor shall also comply with all applicable statutory liabilities such as labour laws etc.

## **20. Dispute Settlement**

- i. All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract , expressed to be final and binding) shall, after written notice by either party to the agreement to the other and to the Contracting Authority i.e. the General Manager, The Alleppey Co Operative Spinning Mills Ltd, Alappuzha, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.

**For Alleppey Co Operative Spinning Mills Ltd**

**P. S. Sreekumar**

**General Manager**

**All the above Terms and Conditions of Tender form accepted.**

**(Name & Address of Tenderer/Bidder)**