

**Tender (One Bid) For
Providing Security Services in Meghalaya State Zoo
At
Meghalaya State Zoo, Umtrew
Ri-Bhoi District
During
The Financial Year 2023-24**

Last Date & Time for Submission of Tender: 30.10.2023 up to 13.00 Hrs

Date & Time for Opening of Tender: 30.10.2023 at 14.00 Hrs

Submitted To:

**The Chief Executive Officer, Meghalaya State Zoo Project Implementation Society
Sylvan House, Lower Lachumiere
Shillong- 793 001, Meghalaya**


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

TENDER DOCUMENTS FOR

*“Providing Security Services (Security Guards / Security Supervisors) for
Meghalaya State Zoo located on Guwahati-Shillong Highway, Near St Joseph’s
Academy of Nursing, P.O. & P.S. Umsning, Umtrew, Ri Bhoi District 793105”*

TENDER ISSUED VIDE L. NO. MZPIS/Tender/2023-24/09/52 DATED 28.09.2023

Table of Contents

Annexure-I	Notice Inviting Tender
Annexure-II	Instructions to the Tenderers
Annexure-III	General Conditions of Contract (GCC)
Annexure-IV	Special Conditions of Contract (SCC)
Annexure-V	Schedule of Works / Services
Annexure-VI	Bid Submission Form
Annexure-VII	Technical cum Financial Bid Form
Annexure-VIII	Notarized Affidavit form for Acceptance of Terms and condition of Tender
Annexure-IX	Notarized Affidavit form for relatives and non- conviction under IPC
Annexure-X	Notarized Affidavit form for having experience
Annexure- XI	Client’s Certificate Format
Annexure-XII	Notarized Affidavit form for providing required service
Annexure-XIII	Form of Articles of Agreement
Annexure-XV	Letter of Authorisation for attending Bid Opening

BRIEF INFORMATION ON BID DOCUMENT

CRITICAL DATES

Sl. No.	Particulars	Date	Time
1	Date of publication of tender	30.09.2023	1000 hours
2	Starting date of downloading tender document	04.10.2023	1400 hours
3	Starting date of submission of bid	20.10.2023	1000 hours
4	Closing date of submission of bid	31.10.2023	1300 hours
5	Opening date of technical bid	31.10.2023	1500 hours

Tender Issued Vide L. No.	No. MZPIS/Tender/2023-24/09/52 dated 28.09.2023
Duration of Contract	Current financial year from the date of agreement, which is extendable subject to satisfactory services
EMD	Rs. 1,15,000/- (Rupees One Lakh Fifteen Thousand Only) or Rs. 57,500 (Rupees Fifty Seven Thousand Five Hundred only) in the form of crossed Demand Draft/Pay Order/ Banker's Cheque in favour of Chief Executive Officer, MZPIS, Sylvan House, Lower Lachumiere, Shillong payable at Shillong
Validity of Bid	90 days
Total Number of pages of Tender Document	55 pages
Address and Venue of submission of bids	Chief Executive Officer, MZPIS, Sylvan House, Lower Lachumiere, Shillong 793001


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

DISCLAIMER

Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Shillong has prepared this document to give background information on the work to the interested parties. While Chief Executive Officer, Meghalaya Zoo Project Implementation Society has taken due care in the preparation of the information contained herein and believe it to be in order, neither Chief Executive Officer, Meghalaya Zoo Project Implementation Society nor any of their respective officers and employees give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by Chief Executive Officer, Meghalaya Zoo Project Implementation Society in submitting the Tender. The information is provided on the basis that it is non-binding on Chief Executive Officer, Meghalaya Zoo Project Implementation Society or any of its authorities or agencies or any of their respective officers and employees. Chief Executive Officer, Meghalaya Zoo Project Implementation Society reserves the right not to proceed with the work or to change the configuration of the work, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to, decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

ANNEXURE-1

No. MZPIS/Tender/2023-24/09/52

Dated Shillong, the 28th Sept., 2023

NOTICE INVITING TENDER

1. For and on behalf of the Meghalaya Zoo Project Implementation Society (MZPIS), the undersigned invites sealed tenders affixed with non-refundable court fee stamp of Rs. 1,000 (Rupees One Thousand) only denomination for providing Security Services at Meghalaya State Zoo, Umtrew, from the firms and persons having past experience in supply of similar services only to Government Departments, Public Sector Undertakings and Institutes & Organization(s) owned, controlled and managed by the Government during a period of last three years from 01.04.2020 to 31.03.2023 in Meghalaya.
2. Tender Booklet containing details of services to be supplied and Terms and Conditions may be obtained from office of the undersigned located in Sylvan House, Lower Lachumiere, Shillong 793001 from 04.10.2023 up to 27.10.2023 during office hours on payment of Rs. 500/- (Rupees Five Hundred) only in cash or by crossed Demand Draft or crossed Pay Order or crossed Bankers Cheque drawn in favour of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Shillong payable at Shillong from a Bank having a Branch in Shillong. The Tender Booklet may also be downloaded from website of the Forests and Environment Department, Government of Meghalaya (megforest.gov.in).
3. Tenders complete in all respect shall reach office of the undersigned in Sylvan House, Lower Lachumiere, Shillong-793001 from 04.10.2023 up to 31.10.2023 during office hours. The tenders received up to the afore-mentioned date and time will be opened at 15.00 Hrs on 31.10.2023 in the presence of the tenderers or their representatives. Due to any unavoidable reason(s), if the office of the undersigned remains closed on the last date prescribed for receipt of the tenders, the next working day shall be considered as the last date for receipt and opening of the tenders.
4. Each tender shall be accompanied with a refundable Earnest Money Deposit (EMD) of Rs. 1,15,000/- (Rupees One Lakh Fifteen Thousand) only in the form of crossed Demand Draft or crossed Pay Order or crossed Bankers Cheque drawn in favour of Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Shillong payable at Shillong from a Bank having a Branch in Shillong. If the tenderer is a member of a Scheduled Tribe (ST) or a Scheduled Caste (SC), he/she may submit EMD amounting to Rs. 57,500/- (Rupees Fifty Seven Thousand Five Hundred) only.

Sd/-

(P.K.Agrahari,IFS)

Chief Executive Officer,

Meghalaya Zoo Project Implementation Society,
Shillong.


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

ANNEXURE-2

INSTRUCTIONS TO THE TENDERERS

1. GENERAL INSTRUCTIONS

- 1.1** Office of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society, hereinafter referred to as the 'Client' invites bids (Offline) UNDER ONE BID SYSTEM (TECHNICAL AND FINANCIAL) (Download tender booklet from official site of Forests & Environment Department at www.megforest.gov.in) from reputed firms dealing with Ministries/Govt. departments for providing security services for its office.
- 1.2** While all efforts have been made to avoid errors in the drafting of the tender document, the Tenderer is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.3** The tenderer shall attach the copy of the authorization letter/power of Attorney as proof of authorization for signing on behalf of the Tenderer.
- 1.4** All Tenderers are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria in technical bid, not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- 1.5** The parties to the Bid shall be the 'Tenderers' (to whom the work has been awarded) and the Office of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Shillong.
- 1.6** For all purposes of the contract including arbitration thereunder, the address of the tenderer mentioned in the bid shall be final unless the tenderer notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Shillong. The tenderer shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.7** The requirements of number of security personnel as mentioned in the tender document is tentative and may increase or decrease at the sole discretion of the competent authority of the Client. Accordingly, the contract cost is also liable to increase / decrease.

2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of tenderers technically.


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

- a. **Legal Valid Entity** : The Tenderer shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956, Proprietorship, Partnership. Tenderer in the form of JV/consortium is not permitted. A proof for supporting the legal validity of the Tenderer shall be submitted.
- b. **Financial Capacity**: The tenderers should have the minimum turnover of Rupees 15 Lakhs each in the last 3 financial years. Relevant proof for supporting the above shall be submitted.
- c. The Tenderer shall be registered with the Income Tax, Goods and Service Tax and also registered under the Labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation. Relevant proof in support shall be submitted
- d. **Experience**: The Tenderer should have experience in the similar field of providing security services in the Government Departments, Public Sector Undertakings and Institutes and Organisation(s) owned, controlled and managed by the Government in Meghalaya for the last three years. Relevant proof in support shall be submitted.
- e. **Licence**: The Tenderer should possess a valid licence from the respective State Controlling Authority of the Government under the Private Security Agencies (Regulation) (PSAR) Act 2005.
- f. Copy of an up-to date Professional Tax Certificate issued by the competent authority of the concerned Autonomous District Council, if the registered office of the tenderer is located in Meghalaya.

2.1 Documents supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), attested copy of certificates of incorporation issued by the respective Registrar of firms/companies shall only be acceptable.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copy of the audited balance sheets for the completed last three financial year shall only be accepted.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), valid attested copy of PAN, GST registration copy, Labour Registration copy, EPFO Registration Copy, ESIC Registration Copy shall only be acceptable.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d), attested copy of work orders along with work completion certificate/ experience certificates in the prescribed format showing continuous experience in the field for the last three years, issued by the Government Departments, Public Sector Undertakings and Institutes and Organisation(s) owned, controlled and managed by the Government shall only be acceptable. Format of experience certificate is enclosed as Annexure-XI.
- (v) In proof of having fully adhered to minimum eligibility criteria at 2(e), attested copy of licence, duly issued by the respective State Controlling Authority of the Government under the Private Security Agencies (Regulation) (PSAR) Act, 2005 shall be acceptable.
- (vi) In proof of having fully adhered to minimum eligibility criteria at 2(g), attested copy of up-to date Professional Tax Certificate issued by the

competent authority of the concerned Autonomous District Council, if the registered office of the tenderer is located in Meghalaya.

3. EARNEST MONEY DEPOSIT:

3.1 The bids shall be accompanied by an Earnest Money Deposit of Rs. 1,15,000/- (Rupees One Lakh only) in the form of crossed Demand Draft or crossed Pay Order or crossed Bankers Cheque of any nationalized bank. The validity of the Demand Draft/Pay Order/Banker's Cheque must be up to 3 (three) months starting from the date of submission of the bids. The crossed Demand Draft/Pay Order/Banker's Cheque shall be in favour of **Chief Executive Officer, MZPIS payable at Shillong**. For individual from Scheduled Tribe (ST)/ Scheduled Caste (SC) Community, Earnest Money Deposit (EMD) of Rs. 57,500/- (Fifty Seven Thousands and Five Hundreds only) in the form of crossed Demand Draft/Pay Order/Banker's Cheque is applicable.

3.2 The Tenderer should enclose original copy of the earnest money deposit to the bid submission application on or before the time of closing of the submission of the Bids.

3.3 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.

3.4 Tenderers shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.

3.5 The bids without Earnest Money Deposit shall be summarily rejected.

3.6 No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

3.7 The bid security (earnest money deposit) may be forfeited:

- (i) If the tenderer withdraws his bid during the period of bid validity specified by the tenderer in the bid form; or
- (ii) In case of successful tenderer, if the tenderer
 - (a) Fails to sign the contract in accordance with the terms of the tender document
 - (b) Fails to furnish required Performance security Deposit in accordance with the terms of tender document within the time frame specified by the Client.
 - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.
 - (d) In such case, the tenderer is also liable to be debarred from future tendering.

3.8 No interest shall be paid on the earnest money deposit.

4. VALIDITY OF BIDS

- 4.1** Bids shall remain valid and open for acceptance for a period of **90 days** from the last date of submission of Bids.
- 4.2** In case Client calls the tenderer for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the tenderer.
- 4.3** The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

5. OBTAINING TENDER DOCUMENTS

- 5.1** The eligible firms and companies may obtain this Tender Booklet containing details intended security services to be provided and Terms and Conditions from office of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society (MZPIS), Sylvan House, Lower Lachumiere, Shillong-793001 on payment of Rs. 500/- (rupees five hundred) only in cash or by a crossed Demand Draft or crossed Pay Order or crossed Bankers Cheque drawn in favour of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society payable at Shillong from a Bank having a Branch in Shillong. Alternatively, the Tender Booklet may be downloaded from website of the Forests and Environment Department, Government of Meghalaya (<https://megforest.gov.in/>). In such case, payment of Rs. 500/- (rupees five hundred) only needs to be done as mentioned above and enclose copy along with Bid submission form.
- 5.2** The Tender Booklet will be available for sale upto 17.00 Hrs on 20.10.2023.
- 5.3** Last date and time for receipt of the completed bid is 31.10.2023 up to 13.00 Hrs
- 5.4** The bids will be opened on 31.10.2023 at 15.00 Hrs.
- 5.5** The Government of Meghalaya or the CEO or any other officer in the Government of Meghalaya shall not be responsible for any delay in sending the tender document by post. No plea of tender reaching late due to accident, traffic jam, strike etc. shall be entertained.

6. PREPARATION AND SUBMISSION OF BID APPLICATION IN OFFICE OF CEO, MZPIS

- 6.1** The tenderers who are desirous of participating in providing security services shall submit their Bids in one bid system i.e. Technical cum Financial Bid and shall submit bid submission form along with copies of all relevant certificates, documents etc. including earnest money deposit certificate as per the requirements contained in Clause 3 of Annexure II of the Tender document in

support of their Technical bids. The tenderer should sign on all statements, documents etc. submitted by him, owning responsibility for their correctness/authenticity.

- 6.2 The Tenderers are also required to enclose earnest money deposit certificate and all the affidavits in original as mentioned in **Clause 7 of Annexure II** of the tender document in a sealed envelope superscribed "Tender for providing Security Services in Meghalaya State Zoo" in drop box at **Office of the Chief Executive officer, Meghalaya Zoo project Implementation Society, Sylvan House, Lower Lachumiere, Shillong 793001** or sent by speed post or registered post at the above highlighted address on or before the dates specified in the tender document.
- 6.3 The Tenderer should submit technical cum financial bid as per the instructions contained in **Clause 7 and Clause 8 of Annexure II** of the tender document
- 6.4 The bids shall be summarily rejected, if the tender is submitted after scheduled time and date or original Earnest money Deposit and other documents viz. affidavits are not submitted by the Tenderers within stipulated date / time as mentioned in **Clause 7 of Annexure II** of tender document.
- 6.5 Each tender shall consist of a single Technical cum Financial Bid along with all relevant documents.
- 6.6 The Technical cum Financial Bid shall be filled in by making neatly typed or hand written appropriate entries by the tenderer himself or by a person duly authorised to submit and sign the tender on behalf of the tenderer (hereinafter referred to as the 'authorised signatory').
- 6.7 All entries in the tender shall be made in the English language only.
- 6.8 Overwriting in the Tender Booklet is strictly forbidden. Cutting and corrections in the tender, if any, should be attested by the tenderer or authorised signatory by affixing full signature along with date. Tenders containing non-attested over-written or doubtful entries are liable to be rejected.
- 6.9 The envelope containing the Tender shall be addressed to the Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Sylvan House, Lower Lachumiere, Shillong 793001 Meghalaya.
- 6.10 The tenderer should affix his full address on left bottom corner of the envelope containing the Tender.
- 6.11 The envelope containing the completed Tender shall reach the office of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Sylvan House, Lower Lachumiere, Shillong 793001 Meghalaya on or before the due date and time prescribed in the Annexure-I above. If desired, the tenderer may put the envelope containing tender directly in a Tender Box kept at the reception counter at the office of the Chief Executive Officer, Meghalaya Zoo Project

Implementation Society, Sylvan House, Lower Lachumiere, Shillong 793001 Meghalaya. All Tenders received by the CEO by hand or by post on or before the due date and time prescribed in the Annexure-I above shall be put in the aforementioned tender box after making an entry in a register kept in office of the CEO.

- 6.12** Immediately at the prescribed due date and time for the receipt of tenders, the tender box will be sealed in the presence of the tenderers or their representatives. In no case tenders received after due date and time shall be accepted. The CEO and any other authority in the State of Meghalaya shall not be responsible for any delay in the submission of a tender. All tenders received after the due date and time shall be returned to the respective tenderer without opening the same.
- 6.13** Due to any unavoidable reason(s), if the office of the CEO remains closed on the last date prescribed for receipt of the tenders, the tenders will be received during the next working day at the same venue up to the same time.

7. TECHNICAL BID

7.1 The Tenderer shall be required to follow the procedure as specified above and submit the Technical cum Financial Bid in the office of Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Shillong. The following documents shall comprise Technical Bid:-

- a. Annexure-VI:** The Tenderer shall be required to print "Bid Submission Form" as per Annexure-VI on entity's letterhead, sign and submit it along with all documents.
- b. Fee for tender Booklet:** The Tenderer shall be required to download the tender document from Forests and Environment Department website (megforest.gov.in) or obtain it from office of Chief Executive officer, MZPIS on payment of Rs. 500/- (Rupees Five Hundred Only). The original or a copy of the money receipt of making payment of the cost of the Tender Booklet or a crossed Demand Draft or crossed Pay Order or crossed Bankers Cheque for payment of amount in-lieu thereof in case the tender booklet has been downloaded from website of the Forests and Environment Department, Government of Meghalaya.
- c. Earnest Money Deposit :** The Tenderer shall ensure that original of the earnest money deposit is also submitted along with Bid Submission Form in the office as per the instructions of Clause 3 of Annexure-II.
- d. Application Fee:** Court fee stamps of the Rs. 1000 (One Thousands Only) denomination or a crossed Demand Draft or crossed Pay Order or crossed Bankers Cheque for payment of amount in-lieu thereof.
- a. Documents in support of Minimum Eligibility Criteria:** The Tenderer shall be required to submit each of the document along with Bid Submission Form as mentioned in Clause 2.1 of Annexure-II of the Tender Document in support of their fulfillment of minimum eligibility criteria.

- b. Annexure VII: Technical cum Financial Bid Form:** The Tenderer shall be required to sign and submit the Technical cum Financial Bid Form as per Annexure VII.
- c. Annexure-VIII:** The Tenderer shall be required to submit a notarized affidavit on non judicial stamp paper of Rs.10/- as per Annexure-VIII to the effect of acceptance of the terms and conditions of the tender document. A original copy of the same to be enclosed along bid submission form as per the timelines defined in the tender document.
- d. Annexure-IX:** The Tenderer shall be required to submit a notarized affidavit on non judicial stamp paper of Rs.10/- as per Annexure-IX to the effect that none of the relatives of the Tenderer are employees of Client and that the tenderer has not been convicted of an offence under the Prevention of Corruption Act, 1988 and the tenderer has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. A original copy of the same to be enclosed along bid submission form as per the timelines defined in the tender document.
- e. Annexure-X:** The Tenderer shall be required to submit a notarized affidavit on non judicial stamp paper of Rs.10/- as per Annexure-X to the effect that they have fully adhered to minimum eligibility criteria as per the requirements of the tender document and has provided services in the Government Departments, Public Sector Undertakings and Institutes and Organisation(s) owned, controlled and managed by the Government in Meghalaya and the experience in providing security services in any of the sensitive/VVIP areas like State Assemblies, Financial Institutions, High Court etc. will also be mentioned. The format of performance/Experience certificate is given at Annexure- XI.
- f. Annexure-XII:** The Tenderer shall be required to submit a notarized affidavit on non judicial stamp paper of Rs.10/- as per Annexure-XII to the effect that they have trained security manpower on their rolls for providing requisite services in accordance with the conditions of the tender document.
- g.** If the tenderer is a Co-operative society or a Firm or a Joint Stock Company:
- h.** Original or certified copy of the Registration Certificate from the concerned Registration authority
 - a) Certified copy of the resolution/document authorizing the person who signs the tender
 - b) Statement regarding authorised, subscribed and paid-up capitals
 - c) Copy of up-to-date GST clearance certificate issued by the concerned competent authority of the Government
 - d) Copy of up-to-date Professional Tax Clearance Certificate issued by the competent authority of the concerned Autonomous District Council

- 7.2** The Tenderer shall be required to quote their Financial Bid in a Technical cum Financial Bid Form as per Annexure-VII.
- 7.3** The Tenderer should quote rates for each and every category of security services in terms in Indian Rupees (in figures as well as words in English). In case of difference of rate in figures and words, rate written in words shall only be considered. If rate is not quoted for all the category, the bid will not be valid and hence the same will be rejected.
- 7.4** The rates quoted shall be firm and final. The price should be all inclusive of all i.e. Minimum Wages, EPF, ESIC, Uniform, & Liveries, Gratuity, Bonus, Substitute and other statutory charges arising from time to time. The prices shall be exclusive of GST, which is payable as per Government of Meghalaya norms from time to time.
- 7.5** At the time of payment of bills, the income tax and any other tax / duty etc. that is required to be deducted, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
- 7.6** The rate shall be quoted by the tenderer both in numbers and words. In case of any doubt or discrepancy the rates quoted in words shall be treated as final.
- 7.7** The rate quoted by the tenderer shall be valid for acceptance for a minimum period of ninety (90) days from the date of the opening of the tender.
- 7.8** Conditional tenders are liable to be rejected summarily.
- 7.9** All pages of the Technical cum Price Bid together with terms and conditions and the documents enclosed with the tender shall be signed by the tenderer or authorized signatory. Acceptance signing of the tender form and the detailed terms and conditions shall be deemed as the final acceptance of these terms and conditions.
- 7.10** In case the space on any page is insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consequently and be signed by the tenderer. In such cases reference to the additional pages may be added in the covering letter.
- 7.11** The originals of Earnest Money Deposit, copy of money receipt or original crossed Demand Draft or crossed Pay Order or crossed Bankers Cheque in support of payment of fee of tender booklet, Annexure-VII, Annexure-VIII, Annexure-IX, Annexure-X, Annexure-XI, Annexure-XII. All these documents etc shall be enclosed to Bid submission Form along Authority Letter to sign on behalf of the Tenderer and other necessary documents should be delivered by the Tenderer in an enveloped superscribed "Tender for Providing Security Services in Meghalaya State Zoo" in drop box at Office of the **Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Sylvan House, Lower Lachumiere, Shillong**

793001 or sent by speed post or registered post at the above highlighted address on or before the dates specified in the tender document.

8. TECHNICAL BID OPENING PROCEDURE

- 8.1** Bids shall be opened by Technical Evaluation Committee notified by the Chairman, Governing Body in this regard, in the presence of the tenderers or their representative duly authorized by them who wish to remain present, at the office of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Sylvan House, Lower Lachumiere, Shillong 793001 Meghalaya at the date and time prescribed in the Notice Inviting Tender (Annexure-I).
- 8.2** Due to any unavoidable reason(s) if the office of the CEO remains closed on the date prescribed for opening of the tender, the tenders shall be opened on the next working day without any change in the venue and time.
- 8.3** All the qualified tenderers/their authorized representatives whose choose to be present at the time of opening of the Technical cum Financial Bids shall be required to produce authority letter.
- 8.4** Following procedure shall be adopted for opening of tenders:
- (i) Immediately after opening of the tender box, total number of tenders received and the name of tenderers will be announced to all the tenderers or their representatives present during the opening of the tenders and the same will also be entered in the tender opening minute register.
 - (ii) The sealed envelope received from various tenderers will be initialed and be opened one by one in the same order in which they have been entered in the tender opening minute register. After opening the sealed cover, each page of the Technical Cum Financial Bid will be initialed by Technical Evaluation Committee notified by the Chairman, Governing Body, MZPIS for opening of tenders. The details of EMD, non-judicial court fee stamp or amount in lieu thereof and the original money receipt in respect of the cost of tender document or amount in lieu thereof will be entered in the tender opening minute registers. All tenders received without prescribed EMD, court fee stamp or amount in lieu thereof and the original or a copy of money receipt for payment of the cost of tender document or amount in lieu thereof are liable to be summarily rejected.
- 8.5** A letter of authorization shall be submitted by the Tenderer's representative, in case they wish to be present for opening of the bids before opening of the Bids.
- 8.6** Absence of tenderer or their representative shall not impair the legality of the opening procedure.

PKA
Chief Executive Officer
Meghalaya Zoo Project Implementation Society

9. CLARIFICATION ON TECHNICAL BID EVALUATION.

9.1 The technical bids shall be evaluated based on the available documents submitted by the tenderer. To assist in the examination, evaluation, and comparison of the bids, and qualification of the tenderers, the Client may, at its discretion, ask any tenderer for a clarification of its bid. Any clarification submitted by a tenderer that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing in conventional manner.

9.2 If a tenderer does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.

9.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the tenderer as per clause 2.1 of Annexure-II.

10. TECHNICAL BID EVALUATION

10.1 The Client shall follow segregated bid evaluation system where the technical and financial bid shall be evaluated separately.

10.2 The technical bid evaluation shall be done based on the following criteria:

- (i) That the Tenderer has signed and submitted copy of the 'Bid Submission Form' as per Annexure-VI in the prescribed format.
- (ii) That the Tenderer has submitted Bid documents in CEO, MZPIS office in support of their acceptance of the terms and conditions of the tender document.
- (iii) The original of the EMD, Tender Booklet Fee and application fee other affidavits should be submitted by the Tenderer as per the timelines specified in the tender document.
- (iv) That the Tenderer meets the minimum eligibility criteria as per Clause 2.1 of Annexure- II and has submitted copies of all documents required in support of minimum eligibility criteria as per clause 2.1 of Annexure-II.
- (v) That the Tenderer has signed and submitted copy the Technical cum Financial Bid Form as per Annexure-VII in the prescribed format along with bid submission Form.
- (vi) That the Tenderer has submitted a copy of notarized Affidavit as per Annexure-VIII in the prescribed format along with bid submission Form.
- (vii) That the Tenderer has submitted a copy of notarized Affidavit as per Annexure-IX in the prescribed format along with bid submission Form.
- (viii) That the Tenderer has submitted a copy of notarized Affidavit as per Annexure-IX in the prescribed format along with bid submission Form.
Also, enclosed experience/performance certificate as per given format at Annexure-X.

(ix) That the Tenderer has submitted a copy of notarized Affidavit as per Annexure-XII in the prescribed format along with bid submission Form.

- 10.3** The bids shall be summarily rejected, if original Earnest money Deposit and other documents viz. affidavits are not submitted by the Tenderers within stipulated date/time as mentioned in Annexure I of tender document.
- 10.4** A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum eligibility criteria as per the tender document, shall be rejected.
- 10.5** If violation in earlier contract has found in the performance certificate/experience certificate, which is of nature of moral turpitude or breach of secrecy, then Technical Evaluation Committee may reject the bid based on seriousness of matter. Technical Evaluation committee shall bring to notice of Governing Body such violation.
- 10.6** The Technical Evaluation Committee will analyse the tenders, prepare an authenticated Comparative Statement, past experience in supply of similar services supplied by the tenderer to Government Departments, Public Sector Undertakings and Institutes and Organisation(s) owned, controlled and managed by the Government in Meghalaya during the period of last three years from 01.04.2020 to 31.03.2023, shortlist and rank the tenderers who are technically eligible for providing security services.
- 10.7** The opening of technical cum Financial Bid will be carried out as per date and time mentioned in the Annexure-I. Client will not intimate the tenderers, the time/ venue for the Technical cum Financial Bid opening in written communication unless the date and time of changes mentioned in the Annexure-I.

11. FINANCIAL BID PROCEDURE

- 11.1** The Financial Bids of all the technically qualified Tenderers, whose bids are accepted in conformity with the required specifications shall be informed on the appointed date and time in presence of the qualified tenderers/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 11.2** The notified rates for Minimum wages by Labour Department applicable from 1st April, 2023 will be taken into consideration for purpose of this tender. If new rates notified during floating time of this tender, the rates in financial bid shall be taken as rates applicable w.e.f. 1st April, 2023 for purpose of avoiding unnecessary escalation and differences in quoted prices in financial bid.
- 11.3** Absence of tenderers, or their authorized representatives shall not impair the

legality of the process.

- 11.4 Mere becoming the lowest tenderer, prior to financial bid scrutiny will not give any right to the Lowest tenderer to claim that he is successful in the bidding process.
- 11.5 The technical evaluation committee shall prepare a report containing eligible tenderers for opening of financial bid.
- 11.6 After opening of bids the Governing body will decide in whose favour order(s) for providing security services may be placed based on **Lowest quoted Monthly Cost per Head (in Rupees)**.
- 11.7 The CEO shall submit the report of the Technical Evaluation Committee along with the tenders received, in original, to the Governing Body. The Governing Body keeping in view the recommendations of the Tender Evaluation Committee and such other information as it may consider necessary will take the decision as to the Tenderer(s) in whose favour order(s) for Providing security services at Meghalaya State Zoo is to be placed. The Governing Body will also have the discretion to call a fresh tender if Monthly Cost per Head (in Rupees) quoted by tenderers are not to its satisfaction. **In case two or more tenderers quotes same price then total mandays as per enclosed experience certificates for the last three years will be taken into consideration. In case of such tenderers, who have quoted bid price and their mandays served in security related services also found same then successful tenderer based on turnover will be decided.**
- 11.8 Processing and acceptance of the Tenders shall be governed by all other orders/instructions/ guidelines/ office memorandum issued by the Government of Meghalaya from time to time and rules and regulations of MZPIS.
- 11.9 The Governing Body reserves the right to accept or reject all or any tender, wholly or partially, without assigning any reason(s) thereof.
- 11.10 The CEO reserves the right to cancel or withdraw the notice inviting tenders at any time without assigning any reason(s) thereof.
- 11.11 Rate quoted by a tenderer shall remain valid for acceptance for a minimum period of ninety (90) days from the date of the opening of the tenders. Any unsolicited correspondence by any tenderer after opening of tenders is liable to render the tender submitted by him/her as invalid.

12. RIGHT OF ACCEPTANCE:

- 12.1 The Office of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Shillong reserves all rights to reject any bid including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever

and does not bind itself to accept the lowest or any specific bids. The decision of the Governing Body, Meghalaya Zoo Project Implementation Society, Shillong in this regard shall be final and binding.

- 12.2** Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work shall render the tenderer's bids liable for rejection.
- 12.3** The Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Shillong reserves the right to award any or part or full contract to any successful agency(ies) at its discretion and this will be binding on the tenderers.
- 12.4** The office of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Shillong may terminate the Contract if it is found that the Contractor is black listed/debarred on previous occasions by any of the Government Departments, Public Sector Undertakings and Institutes and Organisation(s) owned, controlled and managed by the Government /Local Bodies/Municipalities etc.

13. Letter of Acceptance and Work Order

- 13.1** After determining the successful Lowest Tenderer(s), Client shall issue a Letter of Acceptance, in duplicate, to successful tenderer (hereinafter referred to as Contractor).
- 13.2** On receipt of the approval from the Governing Body, the CEO may place Letter of Acceptance in favour of the contractor requesting to submit Performance security Deposit at the rate of 10% of estimated cost of the work order for which Letter of Acceptance has been placed in his/her favour by a crossed Demand Draft or a crossed Pay Order or a crossed Bankers Cheque or a Fixed Deposit Receipt drawn in favour of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society payable at Shillong from a Bank having a Branch in Shillong within a period of 05 (five) days from the date of issue of such Letter of Acceptance.
- 13.3** If successful tenderer do not possess Trading Licence then he/she need to submit an attested copy of trading licence within 30 days of issue of Letter of Acceptance. The requirement for the KHADC Trade license is based on the United Khasi-Jaintia Hill District (Trading by Non-tribal) regulation Act 1954 (Under 6th Schedule) under the sub-para Control of Trading By Non Tribal 'No person other than a tribal resident in the district shall carry on wholesale or retail trade or business within the Khasi Hills Autonomous District except under a license issued in that behalf by an officer of the District Council duly authorized by the Executive Committee under provisions of this Regulation and the Rules made there under. So as per the above rule all the non-tribal firm must possess the KHADC Valid

Trading License, at the time of submission of Tender. In case of failure to comply with the provisions of the terms and conditions of the contract by the agency(ies) that has/have been awarded the contract, the Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Shillong the right to award the contract to the next lowest tenderer (L2) or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the tenderers.

- 13.4** After submission of requisite documents and the Performance security Deposit for the amount specified hereinabove is paid by contractor, the CEO shall issue a work order in favour of such contractor within 5 (Five) working days.
- 13.5** Once security staff is recruited or mobilized for providing security services in the Meghalaya State Zoo by Contractor then contract shall be signed between two parties and the same shall be registered.
- 13.6** A work order shall be sent to the supplier through registered post, email and Whatsapp.
- 13.7** The issuance of Letter of Acceptance to the contractor shall constitute an integral part and it will be a binding to the contract.
- 13.8** The time taken between the date of issue of Letter of Acceptance and work order shall not prevent the contractor for mobilization.
- 14. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)**
- 14.1** The Earnest Money Deposit of the unsuccessful tenderers in the *technical Bid evaluation stage* shall be returned along with their unopened financial bids within seven (07) days after opening of the eligible financial Bids.
- 14.2** The Earnest money Deposit of the unsuccessful tenderers in the *financial bid evaluation stage* shall be returned within seven (07) days, on award of contract to the Successful tenderer.
- 14.3** The Earnest money deposit of all the tenderers shall be returned along with their unopened financial bids, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.
- 14.4** No interest shall be payable on the Earnest Money Deposit returned to unsuccessful tenderers.

ANNEXURE-III

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

“Agreement”	In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule. The word “Agreement” and “Contract” has been used interchangeably.
Party	The word “party” means the Successful Tenderer to whom the work order for providing security services has been issued and the Client “Office of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society”.
Letter of Acceptance	Shall mean the intent of the Client to engage the successful tenderer for providing security services in its premises
Service Order	Shall mean the date at which the security services are to commence in Client’s premises
‘Confidential information’	shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
“Termination Date”	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
“Termination Notice”	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful tenderer to whom the work of providing security services in Client’ premises has been awarded.

1.2 CONFIDENTIALITY

- 1.2.1 The Contractor shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information on the Client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information.
- 1.2.2 If the Contractor receives enquiries from Press/ News/ Media/Radio/Television or other bodies/persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.
- 1.2.3 The Security Staff shall not accept any gratitude, tip or reward in any shape or form.

2 PERFORMANCE SECURITY DEPOSIT (SECURITY DEPOSIT)

- 2.1 The successful tenderer within five days of the acceptance of the LoA shall execute a Security Deposit in the form of a crossed Demand Draft or a crossed Pay Order or a crossed Bankers Cheque or a Fixed Deposit Receipt in any nationalized bank, a sum equivalent to 10% of the accepted contract value in favour of Chief Executive Officer, Meghalaya Zoo Project Implementation Society payable at Shillong.
- 2.2 The Performance security Deposit can be forfeited by order of the Chief Executive Officer, MZPIS in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Performance security Deposit as may be considered by the Office of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- a) If the contractor is called upon by the Chief Executive Officer, Meghalaya Zoo Project Implementation Society to deposit Security and the contractor fails to provide the Performance security Deposit within the period specified, such failure shall constitute a breach of the contract and the Office of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the

contractor

3. WORK ORDER

After the acceptance of the LoA and securing Performance security Deposit from the successful tenderer, Client shall issue the 'Work Order', to the contractor authorising him to provide security services in the Office at the specified locations.

4. SIGNING OF CONTRACT AGREEMENT

4.1 The successful Tenderer shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.

4.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Tenderer for their concurrence.

4.3 The successful Tenderer shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.

4.4 The Client shall sign the Contract agreement and return a copy of the same to the successful tenderer.

5. SERVICES REQUIRED BY THE CLIENT

5.1 The Contractor shall be providing security services in Client's premises as per the details given herein, or any other location as required by the Client to be read with the Assignment Instructions stated in the Schedule of Requirements.

5.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of Bidding process.

5.3 The Contractor shall ensure deployment of security personnel in 8 hours shift in all the locations. The Contractor shall provide security services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

5.4 The Contractor shall also ensure that no security personnel are made to work beyond 12 hours in a day i.e. an overtime of maximum of 4 hours (in addition to regular shift of 8 hours) in a working shift shall be admissible. In case the

Signature
Chief Executive Officer
Meghalaya Zoo Project Implementing Society

Contractor is found to engage / deploy the security personnel in the duties in excess of 12 hours in a day, necessary applicable deductions for such period shall be made from the invoices presented by the Contractor and further action against the Contractor shall be taken by the Client.

6. COMMENCEMENT OF SERVICES

The Contract shall become legally binding and in force only upon :

- 6.1 Submission of Performance security Deposit and requisite documents requested by CEO, MZPIS.
- 6.2 The Contractor shall commence security services in Client's premises within 30 days from the date of receipt Service Order.
- 6.3 The Contractor shall submit detailed resume in respect of the Security Staff along with Photographs duly attested by their firm and verified by the Police after commencement of the security services to Client's office. In the event of non compliance of the condition, the Contract is liable to be terminated and the Contract shall be awarded to the next higher tenderer. The Contractor is also liable to be blacklisted by the Client.

7. CONTRACTOR'S OBLIGATIONS

- 7.1 The Contractor shall provide security services at Client's premises as per assignment instructions stipulated in the Schedule of Requirements which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 7.2 In addition to the Assignment Instructions, Client shall issue instructions to the Contractor for security arrangements for all the locations. The Contractor shall ensure that all security instructions as per the directions of the Client are complied in totality. In cases of negligence of duties, or in cases of non compliances of the instructions, or in cases of breach of the conditions of the contract, the Contract shall be liable to be terminated, the Performance security Deposit submitted by the Contractor shall be forfeited and the Contractor shall be liable to be blacklisted by the Client.
- 7.3 The Contractor shall provide Security Services as per the Assignment Instructions and as per the directions of the Client through its uniformed and trained personnel for the performance of its services hereunder and these security personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.
- 7.4 The Contractor shall ensure that all the Security personnel are covered under the provisions of Minimum Wages Act. The Contractor shall also ensure that the salary of the security personnel should not be less than the prevailing minimum wages under any circumstances.

- 7.5 The Contractor shall also ensure that all the security personnel are paid their

salary in accordance with the monthly contracted amount with the Client. In case it is found that the Contractor has disbursed salary to the security personnel less than the amount contracted with the Client, the Contract shall be terminated without any prior notice, the security deposit of the Contractor shall be forfeited and the Contractor shall be blacklisted.

- 7.6 The Contractor shall ensure that all the security personnel are covered under the provisions of EPF, ESIC and any other laws applicable from time to time while providing the security services to Client. The Contractor shall ensure that the details of amount deducted on account of EPF and ESI and any other deducted amount from the security personnel salary are submitted to the Client on a monthly basis.
- 7.7 The Contractor shall produce to the client the details of payments of statutory benefits like EPF, ESIC, bonus, leave, Uniform, relief etc. from time to time to its personnel. The Contractor shall be required to produce the details of amount deposited with EPFO, ESIC and any other applicable organization in respect of the security personnel on quarterly basis.
- 7.8 The Client shall have the right, within reason, to have any security personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the guard with prior permission of the Client, emergencies, exempted.
- 7.9 The Contractor shall cover its security personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 7.10 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Security Services in accordance with assignment instructions.
- 7.11 The Contractor shall ensure that its personnel do not allow any property of the Client to be taken outside of the premises without the written permission of the person(s) authorised by Client.
- 7.12 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.
- 7.13 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 7.14 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.

- 7.11 The Contractor shall provide uniform to its security personnel at its own cost.
- 7.12 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor from time to time to Client.
- 7.13 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 7.14 The antecedents of Security staff deployed shall be got verified by the Contractor from local police authority and an undertaking in this regard to be submitted to the Client.
- 7.15 Adequate supervision shall be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties.
- 7.16 The Contractor shall ensure preparation of the attendance register of all the security personnel site-wise. The attendance registers of all the sites shall be got verified by the Contractor on a daily basis with the competent authority of the Client.
- 7.17 The Contractor shall ensure that the field supervisors / operator managers of their agency does patrolling on a daily basis, both in the day shift and night shift. The report of the patrolling shall be submitted by the Contractor on weekly basis to the Client.
- 7.18 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.

8. CONTRACTOR'S LIABILITY

- 8.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the Security Services to the Client.
- 8.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
 - 8.2.1 caused by, resulting from or in connection with any Biological or Chemical Contamination or any Nuclear Risks;
 - 8.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of the Security Services to the Client.

8.3 The Contractor shall not Sub-Contract, transfer or assign the contract or any other part thereof without prior written permission of the Client. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractor's risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

9. CLIENT'S OBLIGATIONS

9.1 No employee of the Contractor shall be contracted or employed by the Client through any other contractor in similar manner within a period of 6 months of having left the services of the Client.

9.2 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the Security Services are to be provided to enable Contractor's employees to carry out the Security Services. Such equipment and facilities shall include, without limitation, adequate heating/air, lighting, power, toilet facilities and chair, drinking water, office stationery, files, ledgers, registers etc.

9.3 The Client shall comply with and fulfill the security recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Security Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Security Services as soon as possible after the Client becomes aware of them.

9.4 The Client shall provide such assistance as considered necessary.

10. VALIDITY OF CONTRACT

The contract, if awarded, shall be initially for a period of one year from the date of award subject to continuous satisfactory performance. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client. The initial period of one year can be further extended for two more terms of one year each i.e. the total duration of the contract period shall not exceed three years, subject to satisfactory services at the sole discretion of the office of the Client.

11. PAYMENTS

11.1 After selection of the Successful tenderer as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the security services.

11.2 The prices in the Price Schedule shall be exclusive of any GST/service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.

PCG
Chief Executive Officer
Meghalaya Zoo Project Implementation Society

- 11.3 The Contractor shall raise invoice per month and submit the same to Client by 5th of every following month. The Client shall make all endeavour to make payments within 15-20 days from the date of the receipt of the invoice to the Contractor.
- 11.4 The initial cost of the Contract shall be valid for a period of one year. No price escalation, other than minimum wages revision, shall be entertained by the Client during the period.
- 11.5 After expiry of the initial period of the Contract of one year and if the Contract is renewed by the Client, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.
- 11.6 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the **Price Schedule**.
- 11.7 All payments shall be made by NEFT only, after deducting TDS, as per the rules of the Government and as applicable from time to time.
- 11.8 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 11.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- 11.10 Client shall not be liable for any payment of any administrative charges incurred by the contractor on account of disbursement of insurance claim/ EPF/ ESIC etc. towards its employees.

12 LABOUR AND CONTRACTOR'S PERSONNEL

12.1 Labour Compliances

The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonus.

12.2 Contractor shall at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum

Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Meghalaya Shops and Essential Act; Bonus Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.

12.3 Engagement of Security Personnel

12.3.1 The Contractor shall make its own arrangements for the engagement of all Security and other administrative personnel for providing security services in Client premises and shall use due diligence in arranging for a sufficient and suitable supply of such personnel but all such arrangements in Meghalaya shall be in accordance with the general local usage and subject to the Applicable Laws.

12.3.2 As per social Impact Assessment while Acquisition of land for establishment of Meghalaya State Zoo the employment preference shall be given to local people of Umtrew and Mawlein Mawkhan Villages on at least 50 per cent of manpower from both Villages (Dorbar Shnong) without compromising physical standards of security personnel.

12.4 Contractor's Personnel

12.4.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.

12.4.2 The Contractor shall submit its Organisation Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel

12.4.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

13. PENALTIES

13.1 The Contractor shall disburse salary to its deployed security manpower, latest by 5TH of every month, failing which penalty of Rs.10,000/- per day will be imposed upto 15th of the month and thereafter the contract shall be liable to be terminated, the Security Deposit / Performance security Deposit shall be forfeited and the Contractor is liable to be blacklisted by the Client. In such cases, the Client shall have the power to appoint any other agency for the security services at the risk and cost of the Contractor.

13.2 Whenever and wherever it is found that the assigned work is not performed upto

the entire satisfaction as per the directions of the Client, , it will be brought to the notice of Contractor by the Client and if no action is taken immediately, penalty of Rs.5000/- per day per complaint will be imposed by invoking penalty clause.

- 13.3 Besides, deploying the minimum requirements of number of security guards/supervisors in the Client's premises, the Contractor shall also ensure that adequate numbers of security personnel are available with the Contractor as a pool of standby security personnel. If the required number of security guards/supervisors are less than specified number as mentioned in the contract, a penalty of Rs.5000/- per absentee per day shall be deducted from the bill(s).
- 13.4 In case the Contractor fails to fulfil the minimum statutory requirements like payment of Minimum Wages, Benefit of EPF, ESIC, Leave, Gratuity etc. as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.
- 13.5 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to Providing of security services in the event of Contractor failing to provide requisitioned number of security manpower, the Client shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.

14. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

14.1 "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but no more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- 14.1.2 the date of commencement of the event of Force Majeure;
- 14.1.3 the nature and extent of the event of Force Majeure;
- 14.1.4 the estimated Force Majeure Period,
- 14.1.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- 14.1.5 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 14.1.6 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

15. TERMINATION

- 15.1 This Contract may be terminated forthwith by either party by giving written notice for a minimum period of one month to the other if the other party is in material breach of its obligations under this Agreement and, in the case of such breaches as are capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 15.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:
In case of breach of any of terms and conditions of the Contract and/or unsatisfactory services by the Contractor and/or the Contractor goes bankrupt and becomes insolvent, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event security deposit in the form of Performance security Deposit shall be forfeited and in such event the Contractor is liable to be blacklisted by the Client.
- 15.3 A 90 days service is required after issue of termination letter.

16. DISCLAIMER

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their spouse.

PCG
Chief Executive Officer
Meghalaya Zoo Project Implementation Society

- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

17. INSOLVENCY

- 17.1 The Chief Executive Officer, Meghalaya Zoo Project Implementation Society may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

18. CURRENCIES OF BID AND PAYMENTS

- 18.1.1 The Tenderer shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

19. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

- 19.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including

any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Shillong and the decision of the arbitrator shall be final and binding on the parties.

19.2 **Jurisdiction of Court :** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Shillong.

20. CORRUPT OR FRAUDULENT PRACTICES

- 20.1 The Contractors shall observe the highest standard of ethics during the period of the contract.
- 20.2 CEO's office shall reject the Bid, if it determines that the Tenderer has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 20.3 CEO's office will declare a firm ineligible / black-list, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.
- 20.4 CEO's office shall also terminate the contract and black list the contractor in case it is found that the contractor was blacklisted /debarred by any other organization on any occasion.


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

ANNEXURE-IV SPECIAL CONDITIONS OF CONTRACT(SCC)

1. The special conditions of Contract shall supplement the "Instructions to the Tenderers" as contained in Section 5 and General Conditions of the Contract (GCC) as contained in Section 6.
2. **INDEMNIFICATION:**
The successful tenderer is solely liable to fully indemnify and keep Client indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of tenderer or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.
3. **LABOUR LAW COMPLIANCES**
 - 3.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.
 - (a) All wages allied benefits such as leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.
 - (b) It is mandatory that the employees must be paid through bank/cheques only.
 - 3.2 The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act, Bonus Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month alongwith the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonus.
 - 3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.
 - 3.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed

to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.

3.5 The Contractor shall submit periodical returns as may be specified from time to time.

4. OFFICIAL RECORDS :

4.1 The Contractor shall maintain complete official records of disbursement of wages/ salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in Client's office.

4.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.

4.3 The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC / EPFO Commissioners.

4.4 Each monthly bill must accompany the:

- (a) List of employees with their date of engagement
- (b) The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/ EPF/ Bonus etc.)
- (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC
- (d) Declaration of the Contractor regarding compliance of clause 8.3 Amount of EPF/ESIC

4.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.

ANNEXURE-V

SCHEDULE OF WORKS/ SERVICES TO BE PROVIDED

In this Schedule of Requirements, the details of security services to be provided by the Contractor and also other information, instructions of the Client and instructions to the Contractor's employees posted at the Clients' site are and all such other aspect of the Contracts are to be mentioned.

1. GENERAL INSTRUCTIONS

- 1.1 The Contractor shall deploy all security personnel at the Client facility in the manner and as per the instructions of the Client.
- 1.2 The Contractor shall ensure that all security personnel are fully conversant with the premises and with the client's business activities and it's related security requirements. Hence the staff will observe / ensure the following :

1.2.1 CODE OF CONDUCT

The Contractor shall ensure that their security personnel

- (i) Are always smartly turned out and vigilant.
- (ii) Are punctual and arrive at least 15 minutes before start of their shift. Delayed arrival of the reliever shall invite penalty of Rs.500/- per delay.
- (iii) Take charges of their duties properly and thoroughly.
- (iv) Perform their duties with honesty and sincerity.
- (v) Read and understand their Post and site instructions and follow the same.
- (vi) Extend respect to all the Officers and staff of the office.
- (vii) Shall not drink on duty, or come drunk and report for duty.
- (viii) Will not gossip or chit chat while on duty.
- (ix) Will not leave the post unless their reliever comes.
- (x) Will never sleep while on duty post.
- (xi) Will not read newspaper or magazine while on duty.
- (xii) Will immediately report if any untoward incident/misconduct or misbehavior occurs, to the Contractor and the Client.

Plaza
Chief Executive Officer
Meghalaya Zoo Project Implementation Society

- (xiii) When in doubt, approach concerned person immediately.
- (xiv) Will take periodic rounds around the premises.
- (xv) Security should not leave the post without the knowledge of the shift – Incharge. If necessary the needful arrangement will be made by the Supervisor.
- (xvi) Security personnel should get themselves checked whenever they go out by the othershift security.
- (xvii) Are extremely courteous with very pleasant mannerism.

1.2.2 CONFIDENTIALITY

- (i) The phone number and movement plans of the client will not be given to anyone.
- (ii) The following information about the client will not be given to anyone.
 - a. Car make, color and number of higher officials.
 - b. Telephone no./ any other information.
 - c. Location and movement plans.
 - d. Meetings and conference schedules.
 - e. Site plan of the premises.
 - f. Travel details of the clients.

1.2.3 PERSONAL MOVEMENTS

- (i) Personnel In and Out record to be maintained manually in the register.
- (ii) Security will keep record of the Sundays, holidays and late working employees.
- (iii) Security will also keep vehicles in and out details in the registers.
- (iv) **Contract staff/Casual laborers** – Identify the person and ensure that the casual staff is wearing the I.D. cards.
- (v) House keeping movements register to be maintained.
- (vi) **Be polite with the visitors and ask them to sit till the concerned staff arrives.**
- (vii) Check the identity cards

1.2.4 MATERIAL MOVEMENTS

- (i) Incoming material- Check the documents carefully and receive the items with the due entry and forward it to the concerned person.
- (ii) Outgoing – Before sending the material, have a proper check as per Challans. Do not send out any material without seal and sign of the authorized person.
- (iii) Returnable and non- returnable record has to be maintained. A periodic status report, i.e. weekly report will be generated by security and submitted to Office of Director, Meghalaya State Zoo for follow up action on items that have not returned on due date.
- (iv) All material coming in and going out to be recorded correctly as per Challans.

- (v) Materials coming in to the premises must be accompanied by a proper Challans.
- (vi) No item will be taken out without written permission of the authorized person.
- (vii) Documents for material incoming and outgoing should be implemented with a list of authorized signatories.

1.2.5 MAIL AND COURIER MOVEMENTS

- (i) All Couriers/ Dak incoming shall be directed to the Receipt and Issue Section of this office.

1.2.6 TELEPHONE HANDLING

- (i) Security are instructed very strictly not to misuse the telephones in the facility.
- (ii) All calls should be handled courteously.
- (iii) He will take the messages correctly and convey to the concerned person immediately.

1.2.7 PATROLLING PROCEDURES

- (i) The guard must ensure that once the office is closed all the unwanted lights and **Airconditioning units** is put off.
- (ii) Security should not switch off the computers, which are left on.
- (iii) Patrolling should be taken on an hourly basis once the office is closed.
- (iv) He will keep a watch on the activities of the casual laborers / contractors.
- (v) If he finds anything unusual / untoward, a written report must be given to the.
- (vi) The Contractor shall also ensure that patrolling is done once during the day time and once in the night time by their specialized persons and a report of the same be submitted to the Client once in a Week.

1.2.8 FRISKING / CHECKING PROCEDURES

- (i) All visitor's or staff will be frisked on case-to-case basis and based on suspicious behaviour at the time of their entry into animal land/animal enclosure section during zoo opening time to ascertain whether any dangerous substance or plastic material is being carried out. In case of any person resisting, the same will be clearly informed to the concerned authority.
- (ii) Frisking of male will be done by male personnel and of female by female personnel.

- (iii) All garbage being removed from the premises by the housekeeping

personnel or any one else must be thoroughly checked before they are being taken out.

- (iv) If anything untoward is found, it must be reported to Office of Director, Meghalaya State Zoo .

1.2.9 CHANGING OVER AND TAKING OVER

- (i) He will go through the log and entries of previous shift and discuss the progress plan with the reliever.
- (ii) Both the security guards/Supervisors will check the entire building thoroughly.
- (iii) Reliever guard should check all the documents, which are related to security before taking over charge.
- (iv) They should check all the systems which are in the facility / under security.
- (v) Occurrences report register to be maintained.
- (vi) Reliever guard should check previous shift guard before taking over charge.

1.2.10 CLEAN DESK POLICY

- (i) All the staff should ensure that their desks are clean before they leave for the day i.e. no important items are left on the table top.

1.2.11 NOTE FOR THE CLIENT

- (i) List of authorized signatories to be provided.

1.2.12 FIRE CONTROL

- (i) Security should know where the fire extinguishers are located/installed and be able to operate them immediately in case of any fire accidents.
- (ii) Check the life of the fire extinguishers, i.e. due date of next recharge. If the due date is over, give a written complaint to the Client.
- (iii) In case of fire, prompt action be taken by the security to safeguard the life and property of the client.
- (iv) In the event of any fire, rush to the spot, muster all manpower available and take control of fire fighting operations.
- (v) If necessary, security should call Ambulance team on phone No. 102.
- (vi) Employees to be made aware to respond during emergency.

1.2.13 EMERGENCY PROCEDURES

- (i) The security should have all the addresses and contact numbers of nearest

- (ii) police station, hospital, ambulance and fire brigade.
- (ii) Security will immediately report if any untoward incident / misconduct or misbehavior occurs, to the Contractor and Client.
- (iii) Security person should know the entire emergency exits doors and main entry gates, so that he can take suitable action at a short notice.
- (iv) Identify the emergency and its gravity.
- (v) In case of emergency, ring the alarm bell / siren (If available)

3. DEPLOYMENT AND TENTATIVE REQUIREMENTS OF SECURITY STAFF

The tentative requirements of SECURITY STAFF (ARMED) shall be as under:

Description of Services	Location	Required No. of Guards / Supervisor	Hours
Security Supervisor	Meghalaya State Zoo, Guwahati-Shillong Highway, Near Joseph Nursing School, P.O. & P.S. Umsning, Umtrew, Ri Bhoi District 793105	01	8 Hours each
Security Guards	Meghalaya State Zoo, Guwahati-Shillong Highway, Near Joseph Nursing School, P.O. & P.S. Umsning, Umtrew, Ri Bhoi District 793105	20	8 hours each

EMERGENCY PROCEDURES

(1) IN CASE OF THEFT/BREAK IN

Action by Security Guard

- a) Detain person/vehicles
- b) Investigate the matter/case
- c) Inform the Contractor's control room at Phone Nos.....
- d) Report to the contact person
- e) Inform the Patrolling Supervisor
- f) Inform the Client

(2) IN CASE OF FIRE

Action by Security Guard

- a) Try to extinguish fire
- b) In case of FIRE guard can call FIRE DEPT. (Ph No. 101)
- c) Inform the Contractor's control room at Phone Nos.....
- d) Report to the contact person
- e) Inform the Patrolling Supervisor
- f) Inform the Client

(3) IN CASE OF BOMB THREAT CALL

Action by Security Guard

Pl. Agre.
Chief Executive Officer
Meghalaya Zoo Project Implementation Society

- a) *Inform the Contractor's control room at
Phone No.....*
- b) *Report to the contact person*
- c) *Inform the Patrolling Supervisor*
- d) *Inform the Client*


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

ANNEXURE-VI
BID SUBMISSION FORM

Date:

LETTER OF BID

To

Chief Executive Officer,
Meghalaya Zoo Project Implementation Society
Sylvan House, Lower Lachumiere,
Shillong-793001.

Ref: Invitation for Bid for Tender issued vide letter No. MZPIS/Tender/2023-24/09/52 dated 28.09.2023

Sir,

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Tenderers.
2. We undertake to provide the security services to your office in conformity with the Bidding Document.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any other failure/lapses of serious nature.
6. We undertake, to enter into agreement as per the terms and conditions of the bidding document and bear all expenses including charges for stamps etc and agreement will be binding on us.
7. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory
(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation
(To be printed on Tenderer's letterhead)


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

ANNEXURE-VII

TECHNICAL CUM FINANCIAL BID

- (i) The tenderer are required to quote the break-up / bifurcation of above quoted prices in Table 'A' of Price Bid.
- (ii) While quoting prices the
- (iii) Payments shall be made by the Client as per the terms and conditions of the Tender Documents.
- (iv) Prices shall be valid for a period of one year. However, on revision of minimum wages, Contractor may request in writing for enhancement of minimum wages accordingly to the Client, which shall be considered and agree, if found reasonable by the Client.
- (v) The charges shall be on 26 days a month basis (as per the current semi skilled wage rates for security Guard and skilled wage rates for supervisor notified by Labour Department, Government of Meghalaya).
- (vi) The quoted consolidated monthly amount shall be inclusive of all charges including Client's contribution towards ESI, PF, Gratuity, Bonus, Leave, Substitutes, uniform and training.
- (vii) The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- (viii) The Contractor shall mandatorily ensure that the cost per head as shown in Table 'A' is paid as monthly wages to their employees who are deployed in Client's premises for different services.


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

TECHNICAL CUM FINANCIAL BID

1. Name of the firm.....
2. Name of the authorised person submitting the Bid
"Shri/Smt/Ms
3. Designation of the authorized person submitting the Bid
.....
.....
.....
4. Name, Designation, address and Mobile Number of alternate person
.....
.....
5. Address of the firm
.....
.....
.....
6. Tel no. with STD code (O).....(Fax).....(R).....
7. Mobile No. of the person submitting the Bid
8. E-mail of the person submitting the Bid
9. Organization's email ID.....
10. Website Address.....
11. Registration & incorporation particulars of the firm:
 - i) Private Limited
 - ii) Public Limited
 - iii) Any other – Please specify.....


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

OFFICE OF CHIEF EXECUTIVE OFFICER, MZPIS
Tender Booklet for providing Security Services

12. Name of Director(s).....

13. Email ID of Director (s).....

14. Mobile Number of Director (s).....

15. Tenderer's bank, its address and current account number
.....
.....

16. Permanent Income Tax number, Income Tax circle
.....

17. GST No.

18. EPF Registration No.

19. ESIC Registration No.

20. Particulars of EMD

i) Demand Draft / Pay Order/ Bankers Cheque No.....

ii) Date.....

iii) Name of Bank.....

iv) Address of Bank.....

v) Validity of DD/PO/BC

21. Description of similar work of providing security services and cleaning services during the last three financial years in Government Departments, Public Sector Undertakings and Institutes and Organisation(s) owned, controlled and managed by the Government in Meghalaya

Description of Work/ Order Executed	Actual Work/ Order executed	Government Department/ Organisation	From	Up to (till 31.03.2023)	Document Evidence* (Page No.)

Note- * = Experience certificate as per Annexure-XI and corresponding work order

Details of Submitted Documents

PLA
Chief Executive Officer
Meghalaya Zoo Project Implementation Society

OFFICE OF CHIEF EXECUTIVE OFFICER, MZPIS
Tender Booklet for providing Security Services

Sl. No	Particulars of Document	Yes/No	Page No.
1.	Earnest Money Deposit		
2.	Tender Booklet Fee		
3.	Copy of PAN		
4.	Copy of GST		
5.	Copy of registration with ESIC		
6.	Copy of registration with EPF		
7.	Copy of registration under PSAR Act		
8.	Copies of Last three years Balance Sheet		
9.	Copies of ITR for the last three years		
10.	Experience Certificates and Work orders		
11.	Copy of up to date Payment of Professional tax (if applicable)		
12.	Annexure-VII		
13.	Annexure-VIII		
14.	Annexure-IX		
15.	Annexure-X		
16.	Annexure-XI		
17.	Annexure-XII		

Place- Signature with date of Tenderer alongwith
Stamp.....
Date: Name of the
Tenderer.....


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

OFFICE OF CHIEF EXECUTIVE OFFICER, MZPIS
Tender Booklet for providing Security Services

PART-II FINANCIAL BID

Category	Minimum Monthly Wages (As per Government of Meghalaya norms)	ESI	EPF	EDLI	Bonus	Any other charges (like leave reserve, gratuity, uniform, any other- Please specify)	Cost per head /per month	Number of Persons Required (8 hrs shift)	Total Cost of Staff (h x i)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
Security Guard (unarmed)- Location- Umtrew								20	
Security Guard Supervisor - Location- Umtrew								01	
							Service Charges (%)		
TOTAL QUOTED BID PRICE (RS.)									
Per person Monthly quoted price (Total quoted price/21)									
In Words- Rupees									

- **Note- ESI- Employee Security Insurance, EPF- Employee Provident Fund, EDLI- Employees Deposit Linked Insurance Scheme**
- The notified rates for Minimum wages by Labour Department applicable w.e.f. 1st April, 2023 shall be taken into consideration for purpose of this tender

**Place-
Date:**

Signature with date of Tenderer alongwith Stamp.....
Name of the Tenderer.....

ANNEXURE-VIII

UNDERTAKING

**(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-)
A copy of Affidavit same should be should be delivered alongwith other
documents as per the timelines of the tender document.**

1. I, the undersigned certify that I have gone through all the terms and conditions mentioned in the tender document No.....dated.....and undertake to comply with them unconditionally.
2. That the rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in Meghalaya or India.
3. That I/We give the rights to the competent authority of the office of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society to forfeit the Earnest Money/Security money deposit submitted by me/us in case of breach of conditions of Contract and take action for blacklisting my/our agency.
4. That I/We also give rights to the Chief Executive Officer, Meghalaya Zoo Project Implementation Society to forfeit the Earnest Money Deposit and blacklist our agency in case our agency fail to accept the work order and/or execute the contract agreement, or in cases of negligence in executing the contract, or in case of breach of contract.
5. That I/We also give rights to the Chief Executive Officer, Meghalaya Zoo Project Implementation Society to forfeit the Earnest Money Deposit and initiate action against our agency for blacklisting in case our agency fail to submit the Performance security Deposit in accordance with the terms and conditions of the tender document / contract agreement / Letter of Acceptance.


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

OFFICE OF CHIEF EXECUTIVE OFFICER, MZPIS
Tender Booklet for providing Security Services

6. That I/We also declare that Government of Meghalaya or any other Government body has not declared us ineligible or black listed or debarred us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.
7. That I hereby undertake to provide the items as per the directions given in the tender document/contract agreement.

Place- Signature with date of Tenderer alongwith
Stamp.....

Date: Name of the
Tenderer.....


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

ANNEXURE-IX

**(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-)
A copy of Affidavit same should be should be delivered alongwith other
documents as per the timelines of the tender document.**

- (i) That I, the undersigned that my firm has not been convicted of an offence under the Prevention of Corruption Act, 1988.
- (ii) That my firm has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (iii) That I hereby certify that none of my relative(s) as defined in the tender document is/are employed in CHIEF EXECUTIVE OFFICER, MEGHALAYA ZOO PROJECT IMPLEMENTATION SOCIETY OFFICE as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, CHIEF EXECUTIVE OFFICER, MEGHALAYA ZOO PROJECT IMPLEMENTATION SOCIETY OFFICE shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

Place-
Stamp.....

Signature with date of Tenderer alongwith

Date: Name of the
Tenderer.....


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

ANNEXURE-X

**(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-)
A copy of Affidavit same should be should be delivered alongwith other
documents as per the timelines of the tender document.**

- (i) That I, the undersigned undertake that I have fully adhered to minimum eligibility criteria as per the requirements of the tender document No.....dated.....
- (j) That my agency M/s.....has at least three years' experience for providing security services in Government Departments, Public Sector Undertakings and Institutes and Organisation(s) owned, controlled and managed by the Government
- (k) That my agency M/shas experience in providing security services in Government Departments, Public Sector Undertakings and Institutes and Organizations owned, controlled and managed by the Government during a period of last three years from 01.04.2020 to 31.03.2023. The details of work experience and work completion certificates have been enclosed.
- (l) That my agency also has carried out at least one similar work of providing security services costing not less than Rs.....lakhs/crore for entire one contract in the last three years in Government Department.....

Place-
Stamp.....

Signature with date of Tenderer alongwith

Date: Name of the
Tenderer.....


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

ANNEXURE-XI EXPERIENCE CERTIFICATE

(On Client's Letter Head)

Performance details of the Firm: M/s
Located at.....

1	Work order/reference No. and Agreement Date	
2	Gross Value of the Contract (in Rupees)	
3	Date of commencement of Contract	
4	Whether the Service carried out as per agreement and the scope of the work entered with the Firm	
5	Reason for delay (if any) and whether any penalty/liquidated damage, if any, was imposed on the firm	
6	Comments on capabilities of the firm (indicate grading)	
a	Quality of Services provided by the firm	Outstanding/ Very Good/ Good/ Satisfactory/Poor
b	Technical proficiency/competence	Outstanding/ Very Good/ Good/ Satisfactory/Poor
c	Integrity and reliability of the partners/proprietors of the firm	Outstanding/ Very Good/ Good/ Satisfactory/Poor
d	Integrity and reliability of the Personnel deployed	Outstanding/ Very Good/ Good/ Satisfactory/Poor
e	Dealings in the execution of the work, adherence to schedule and time	Outstanding/ Very Good/ Good/ Satisfactory/Poor
7	Did the firm go for arbitration?	
8	Any other information in your view will help us in making our decision.	
9	Total Mandays related to Security Services served by Contractor (in No.s)	In Numbers
		In Words

Place-
Date:

Name & Signature of the Reporting Officer
(with Office Seal)

PKA
Chief Executive Officer
Meghalaya Zoo Project Implementation Society

ANNEXURE-XII

**(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-)
A copy of Affidavit same should be should be delivered alongwith other
documents as per the timelines of the tender document.**

- (i) That I, the undersigned undertake that my agency M/s..... have its own trained security manpower on our rolls to provide requisite services in accordance with the tender No.....dated.....
- (j) I also undertake that the workers employed would be paid at least minimum wages (both for skilled and unskilled) as per orders of Govt. of Meghalaya and oblige all statutory requirements with respect to ESI, EPF and other Labour compliances etc., with reference to those workers in accordance with the conditions of the contract.

Place-
Stamp.....

Signature with date of Tenderer alongwith

Date: Name of the
Tenderer.....

PCAgc
Chief Executive Officer
Meghalaya Zoo Project Implementation Society

ANNEXURE-XIII

CONTRACT AGREEMENT NO.....

THIS AGREEMENT is made on between **Chief Executive Officer, Meghalaya Zoo project Implementation Authority** (hereinafter referred to as "Client" which expression shall include his successors and assigns), and whose principal place of office is at Sylvan House, Lower Lachumiere, Shillong of the One Part,

AND

M/s..... having its registered office at.....(Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing security service.

- I. **WHEREAS** the Client invited bids through open tender, vide Notice Inviting Tender dated for "**providing security services at Meghalaya State Zoo**" under **Tender No.**
- II. **AND WHEREAS** the Contractor submitted his bid vide..... in accordance with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
- III. **AND WHEREAS** the Client has selected **M/s.....** as the successful tenderer ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No.**, to the Contractor on for a total sum of [Rupees Only].
- IV. **AND WHEREAS** the Client desires that the security services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the security services of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

OFFICE OF CHIEF EXECUTIVE OFFICER, MZPIS
Tender Booklet for providing Security Services

- VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing security services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII. The Client and the Contractor agree as follows:
1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance (LoA) issued by the Client.
 - (b) Work Order (WO) issued by the Client
 - (c) The complete Bid including tender document including tender document with detailed terms and conditions of the Contract, as submitted by the Contractor.
 - (d) The Addenda, if any, issued by the Client.
 - (e) Any other documents forming part of this Contract Agreement till date. (Performance security Deposit)
 - (f) Charges - Schedule annexed to this Article of Agreement
 - (g) Supplementary Agreements executed from time to time.
 3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
 4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.
- VII. **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

(Authorised Signatory)

Signed on Behalf of
Chief Executive Officer,
Meghalaya Zoo project
Implementation Authority
(Authorised Signatory)


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

ANNEXURE-XIV

(Letter of Authorisation for attending Bid Opening)
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on or before time of bid opening (Technical and Financial))

To,

The Chief Executive Officer (GS)
Meghalaya Zoo Project Implementation Society,
Shillong.

Sub: Authorization for attending bid opening on _____ (date) in the
Tender No. _____

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of (Tenderer) in order of preference given below.

Order of Preference	Name	Specimen Signatures
I.		
II.		

Alternate Representative

Signatures of Tenderer

Or

Officer authorized to sign the bid

Documents on behalf of the Tenderer

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.


Chief Executive Officer
Meghalaya Zoo Project Implementation Society