

Bidding Document

For

**"HIRING OF SECURITY SERVICES FOR BSTBPCL OFFICE
AND GODOWNS AT PATNA"**

(RETENDER)

**BIHAR STATE TEXT BOOK PUBLISHING CORPORATION
LIMITED**

(A Govt. of Bihar Undertaking)

Issued by:-

Managing Director,

BSTBPCL

Pathya Pustak Bhawan, Budh Marg, Patna-800 001

Phone: 2221975, 2223533, 2214828 Fax: 0612-2236388 Email: textbookmd@gmail.com

BIHAR STATE TEXT BOOK PUBLISHING CORPORATION LTD

Pathya Pustak Bhawan, Budh Marg, Patna – 800 001

Phone: 2221975, 2222783, 2223533, 2205730 Fax: 0612-2236388

Letter No: __3243__

Date: _15/_01_/2020

ई-नि वदाआमंत्रण सूचना (पुनर्नि वदा)

Bihar State Text Book Publishing Corporation Ltd. (BSTBPCL) invites online sealed tenders from reputed Organisation/Agency for HIRING OF SECURITY SERVICES FOR BSTBPCL OFFICE AND GODOWNS AT PATNA.

The critical date sheets and fact sheet are appended as hereunder:

1	Name of the work	Hiring of security services for Bihar State Text Book Publishing Corporation Ltd office and Go-downs in Patna.
2	Tender Notice No	BSTBPCL/Retender/Security Services/2019-20/11, Dtd._15/01/2020
3	Tender Fee/EMD	1) Tender Document Fee (Non Refundable): 1180/- (One Thousand One Hundred and Eighty Only) in Cash or DD. 2) Tender Processing Fee (Non Refundable): Rs1180/- (One Thousand One Hundred Eighty Only) to be paid online. 3) EMD (Refundable): Rs. 50,000/- (Fifty Thousand Only) in the form of Demand Draft payable at Bihar State Text Book Publishing Corporation Ltd., Payable at Patna.
4	Start Date of Issue/Purchase/Downloading of Tender	17/01/2020, 11:00 Hrs
5	Last Date and time for download/receipt of Tender	06/02/2020, 17:00 Hrs in online mode. Note: Original EMD in requisite form along with Tender Document fee receipt to be submitted in hard copy on or before 06/02/2020 by 14:00 Hrs failing which tender shall be rejected.
6	Date and Time for opening of Tender	Technical Bid- 07/02/2020, 12:00 Hrs Financial Bid- To be announced later by the appropriate authority.
7	Place of Opening of Tender	Conference Hall, Bihar State Text Book Publishing Corporation Ltd, Pathya Pustak Bhawan, Budh Marg, Patna-1
8	Availability of Bid Document	May be downloaded from the Website www.bstbpc.gov.in or www.eproc.gov.in .
9	Address for Communication	Managing Director, Bihar State Text Book Publishing Corporation Ltd, Pathya Pustak Bhawan, Budh Marg, Patna-1.
10	Email ID	textbookmd@gmail.com
11	Contact Details	0612- 2221975, 2222783, 2223533, 2205730
12	Mode of Tender	Online

Bidders are requested to refer the Bid Documents for more details. Bidders may correspond for any clarification in writing to Managing Director, BSTBPCL before the bid submission date. Any deviation from terms and conditions/conditional offer found at the bid opening stage shall liable the bid for rejection strictly.

Sd/-
Managing Director

TERMS OF REFERENCES

Online tenders in two-bid system are invited from Private Security agencies which are registered as companies, partnership firms or proprietorship firms, having their own offices in Patna, Bihar and supervisory structure in entire Bihar for providing security guards' services of Armed guards and unarmed guards.

RFP forms can be downloaded from website as highlighted in e-tender notice and to be submitted online. Offers from Private Security Agencies (PSAs) having their own registered offices in Patna, Bihar will only be considered. The office must be in existence before the RFP is published and in running condition. It must be manned during the office hours. All conditions and parameters will be evaluated with reference to the firms submitting the tenders. The BSTBPCL reserves the right to reject any/all applications without assigning any reason whatsoever.

Deployment of Armed and Unarmed Security Guards is to be done immediately, commencing from the date of acceptance of the offer by BSTBPCL.

The duties and responsibilities of Armed Guards are mentioned in detail in Annexure - VI. The 'Agreement' as per Annexure -V format is final and not open to any modification.

The BSTBPCL, Patna reserves the right to distribute the work among or between the bidders who attain L-1 positions. However the L-1 Bidder having highest turnover will be given highest preference and awarded with 100% of the work and no correspondence in any form will be entertained from rest/any bidder regarding the same.

1. ELIGIBILITY CRITERIA:

For being technically eligible of all Private Security Agencies (PSA), the following criteria shall be applied. For this purpose, PSAs shall submit proof documents along with the tender and PSAs not conforming to any of these parameters as on last date for submission of bids will not qualify for technically qualified or short listing: The Documents Submitted and uploaded by the PSAs should be in Order. No Loose Pages will be accepted and BSTBPCL will not be responsible for any shortage in page/documents, PSAs will not be given any chance to submit the non-submitted documents. All documents should be signed and uploaded online.

- a) The PSAs must have valid license as per the Private Security Agencies Regulation Act 2005 (PSARA 2005) applicable in Bihar of PSARA 2005, stipulates that PSA shall not violate provisions of the various acts including their amendments indicated in the schedule of PSARA 2005. The Schedule describes the following Acts and amendments thereto for adherence:
 - (i) The Contract Labor (regulation and Abolition) Act, 1970.
 - (ii) The payment of Wages Act, 1936.
 - (iii) The Industrial Disputes Act, 1947
 - (iv) The Minimum Wages Act, 1948
 - (v) The Employees Provident Funds and Miscellaneous Provision Act, 1952
 - (vi) The Employees State Insurance Act, 1948
 - (vii) The Payment of Bonus Act, 1965

Any non-compliance or violation in acceptance to these acts while quoting for rates will liable the bid for rejection. The L-1 bidder(s) will be required to provide rate justification after opening of price bid. Further it is made very clear to the agencies that the unjustified rates post opening of price bid shall not be accepted and the bid(s) will be treated as non responsive.

- b) PSAs should be reputed registered companies, partnership firms or proprietorship firms for providing security guards' services since last three years or more. (Proof Document- Valid registration certificate for registered companies/partnership firms/proprietorship firms. The document should substantiate existence of company/firm for three years or more).
- c) PSAs should have valid license in accordance with section 4 & 7 of the Private Security Regulation Act 2005 in states where the act has been implemented. (Proof Document – Valid PSARA license for the Bihar).
- d) PSAs should have Registration under Shops & Establishments Act applicable in the state (Proof Document – Valid registration certificate for the offices in Bihar).
- e) PSAs should have registration with the ESI Corporation under ESI act and should have been allotted with a code number by the ESIC (Proof Document – Valid Registration certificate with code number from ESIC).
- f) PSAs should have registration with EPFO under EPF & Miscellaneous Provisions Act 1952 and should have been allotted registration number. (Proof Document – Valid Registration Certificate with Registration number from EPFO). The PSA shall have to produce the EPF and ESI return for previous 3 months (August, September and October 2019).
- g) PSAs should have Income Tax PAN and should be submitting IT returns for last three Assessment years i.e. AY 2017-18 to 2019-20 (Proof documents- Copy of valid PAN Card and IT return acknowledgement copy for last three years).
- h) PSA should have a registration for GST and should have been allotted with registration no. (Proof documents- Valid registration certificate with GSTIN).
- i) Private Security Agencies should have minimum three years experience of providing Security Guard's services to public/ Private sector, State/Central Govt./ Govt. Bodies. (Proof documents- Work Orders from Clients substantiating providing services since last three years). Based on the turnover and work experience, the PSA must be having license for deployment of minimum 500 workmen in a day.
- j) PSAs should have Audited Balance Sheets and Profit & Loss Accounts for the past three financial years (FY 2016-17 to 2018-19). The average turnover of the PSA in the last three years should not be less than Rs 300 Lakhs (Rupees Three Crores Only) for bidding in tender (Proof documents –Audited balance sheet and Profit & Loss statement for each of the last three financial years).
- k) PSA should have their own infrastructure for training their security guards. Otherwise, tie up arrangement with PSARA registered training establishments provided if, PSARA applicable in state permits such tie – up arrangement for training (Proof documents – Registration certificate of training establishment under shops and establishment act for own training facility/documents substantiating tie up arrangement with PSARA registered training establishment).
- l) PSAs should have at least one of its offices manned by Manager/Supervisor Landline telephone/Mobile connection within Patna and that office should be physically manned during the office hours on all working days. (Proof documents – Registration of the office under shops and establishment act applicable in the state, latest landline telephone bill, muster roll/attendance record of the official staff)
- m) PSAs should furnish details about their firm/company as per PSAs profile (Annexure - II). PSAs not fulfilling all parameters mentioned in Para 1 above of this RFP & enclosed Annexure – I, II & III will not be considered for financial bid.
- n) The PSA should not have been blacklisted or debarred anywhere and ever in past.

The PSA must upload all documents duly signed and stamped on all pages. The documents to be submitted must be complete in all respects. No documents in hard copy will be accepted.

2. TWO BID SYSTEM OFFER:

The offer will be in two parts, Technical Bid and Price Bid. Both the parts should be submitted online.

3. EARNEST MONEY DEPOSIT:

Earnest Money Deposit of Rs.50000.00 (Rupees Fifty thousand only), in the form of a demand draft issued by a Nationalised Bank in favour of Bihar State Text Book Publishing Corporation Limited, payable at Patna must be submitted along with the Technical Bid. Offers not accompanied with Earnest Money Deposit of Rs. 50000.00 will not be accepted. The Earnest Money Deposit will be refunded to the unsuccessful PSAs. The earnest money paid by the successful PSAs will be released only after satisfactory deployment of security guards as per the contract. Demand draft should be Valid for Six Months.

4. PERFORMANCE BANK GUARANTEE (PBG):

Before entering into an agreement the selected PSAs should submit a Bank Guarantee at BSTBPCL, Patna of 5% of Contract Value valid for a period of 12 months from the date of issue of the Bank Guarantee, issued by a Nationalised Bank favoring Managing Director, Bihar State Text Book Publishing Corporation Limited, payable at Patna.

5. TECHNICAL BID OFFER (TO):

The Technical Bid Offer (TO) should be complete in all respects and contains all information asked for in this document. It should not contain any price information. The Technical Bid Offer should comprise of the following:

- i. Covering letter on the prescribed format (Annexure-I).
- ii. Tender Document fee for Rs 1180/- (Non refundable)
- iii. Tender processing fee for Rs 1180/- (Non refundable)
- iv. EMD for Rs 50,000/- (Refundable)
- v. MSME certificate in case of PSA claiming for waiver of EMD
- vi. PSA profile as per Annexure II.
- vii. Documentation (Brochures, leaflets, manuals etc., if any as per RFP)

However the original documents from Sl (i) to (v) has to be submitted in original and in hard copy within the date and time as specified in e-tender notice.

- 5.1 LATE BIDS:- Any PSA submitting the hard copy of Original EMD in requisite form along with Tender Document fee receipt, tender processing fee and MSME certificate(In case claiming for waiver of EMD fee) beyond 14:00 Hrs of 06/02/2020 will not be accepted in any circumstances and the bid stands rejected.

6. PRICE BID:

The Price Bid should be as per our format attach at annexure-IV and contain all relevant rates and charges. Rates should be quoted in Indian Rupees only. The monthly charges quoted by the L1 bidders will be frozen for a complete contract period of one year and there shall be no change thereafter irrespective of increase/decrease in rate of minimum wages and other statutory contributions/payment during the contract period. A month before the expiry of the contract, the contract may be extended for another period of one year as mutually agreed upon or may also go for fresh tender at the sole discretion of BSTBPCL.

7. PRICE COMPOSITION:

Monthly Rates per Armed and Unarmed Guard should be given in the format as per Annexure-IV in which PSA should quote rates after carefully reading and understanding of description column of Price Bid Format and Declaration part of Annexure-IV. After Evaluation if it was found that price quoted does not follow the instructions given in RFP, the Price Bid will be disqualified.

8. NO ERASURES OR ALTERATIONS:

Techno-commercial details must be filled up completely. If any shortcoming /discrepancy are found in the documents/parameters mentioned in the eligibility criteria of any PSA during the evaluation stage, the PSA will not be considered for further tendering actions.

9. AGREEMENT BETWEEN THE PSA AND BSTBPCL:

The successful PSAs shall execute an Agreement at their cost with BSTBPCL on Rs.1000.00 non-judicial Stamp Paper as per Terms & Conditions listed in Annexure-V. It is understood that the PSAs, who are willing to offer their Armed and Unarmed Security Guards' services in response to this RFP have read all the terms and conditions given at Annexure-V and have agreed to all the Terms & Conditions without any modifications.

10. VALIDITY OF OFFER:

The offer should be valid for period of 120 Days from the last date for submission of the offer.

11. EVALUATION PROCESS:

The evaluation of Offers (Tenders) will be done in following stages:

Offers received will be evaluated stage wise.

Stage I

(a) Technical bids from bidders not accompanied with online fee/Cash receipt for cost of RFP, Tender processing fee and demand draft for EMD shall be summarily rejected except for PSAs claiming exemption on cost of RFP and EMD who are registered with National Small Scale Industries Corporation (NSIC) provided proof document for registration is submitted.

(b) The registration with NSIC of PSAs claiming exemption shall be verified with NSIC based on the proof documents and if found ineligible for such exemption, the tender of such PSAs shall be summarily rejected.

Stage II

(a) Bidders Qualifying Stage-I shall be evaluated against the stipulated minimum eligibility criterions purely based on proof documents submitted. Proof document submitted along with the tender shall be considered as the final and conclusive proof and the BSTBPCL shall not call for any further documents. Offers not complying or adhering with any of the minimum eligibility criterions or not submitting proof documents shall not qualify this stage.

Stage III

(a) Veracity of documents/facts of bidders qualifying stage-II will be further evaluated/verified through site visits to the offices/training establishments/tie-up arrangements of the bidders (if required).

(b) Feedback from reference sites as indicated in the tender document by the bidders may be obtained in writing and evaluated (If required).

(c) Bidders with unsatisfactory feedback from reference sites or documents/facts not found in order on verification as per stipulated criteria's or labour acts/rules applicable shall not qualify this stage.

(d) Bidders qualifying this stage shall become eligible for opening of financial bid.

Stage IV

- (a) Price bids of only technically qualified bidders shall be opened in presence of the qualified bidders or their authorized representatives. The date and time will be intimated separately via online through e-procurement portal.
- (b) Price bids of bidders will be evaluated and if price bids found below the sum of latest rate of minimum wages and other statutory contributions/payments shall be disqualified. L1 price bid will be decided from qualified price bids only.
- (c) Allotment of Contracts for ONE year and issue of work orders to the successful firm will be done just after completion of this Tender Process.

12. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

The BSTBPCL shall be under no circumstances bound to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reasons whatsoever.

13. OPENING OF OFFERS:

Technical Bid offers will be opened at 12:00 Hrs on 07/02/2020. The Bidders or their representatives may check it online and should be present at the time of opening of the Technical Bid Offers. No separate intimation will be sent in this regard to the PSA's for deputing their representatives. The Technical Bid Offers will be opened by the Tender Committee at the time and date stipulated above irrespective of the number of bidders or their representatives present.

14. ORDER CANCELLATION:

If the selected PSA fails to deploy their Security Guards within the stipulated time schedule or the extended date communicated by BSTBPCL, it will be a breach of contract. The Corporation reserves the right to cancel the work order in the event of delay in deployment of Security Guards and forfeit the Earnest Money Deposit.

During contract period if the PSA violates the terms and conditions mentioned in RFP or the responsibilities of PSA mentioned in Para 17 of this RFP, or the agreement given in Annexure V, first party (BSTBPCL) will have the right to cancel the contract.

15. PAYMENT TERMS:

No advance amount will be paid to PSA. Monthly payment will be made by BSTBPCL only after submission of monthly bill along with labor law compliances document for the previous month also the attendance Sheet for Billed Month of that Armed or unarmed Security Guards (as the case may be). The Bills should be submitted well in time and to be followed up by the PSA for Clearance by their own arrangement.

16. RESPONSIBILITIES OF PSAs:

The following guidelines should be Strictly Followed by all the Shortlisted PSAs:

- a) Security Guard (Armed/Unarmed) should be at par with PSARA act 2005.
- b) Age of the Security Guard (Armed/Unarmed) at the time of first deployment should not be above 55 Years.
- c) Security Guard (Armed/Unarmed) should have been released from his parent service in medical category SHAPE-I or equivalent and be medically fit in all respects at the time of deployment. Their medical category will be considered as per medical fitness certificate from Registered Medical practitioners with qualification not less than M.B.B.S, as produced for verification by their employer i.e the PSA.
- d) Security Guard (Armed/Unarmed) should perform their duty for eight hours per shift per location. Weekly off shall be provided after every six working days.
- e) Security Guard (Armed/Unarmed) shall perform duty in proper uniform and should be in possession of photo-identity card provided to them by their employer i.e., the PSA.
- f) Security Guard (Armed) deployed shall perform duty with their own or PSA's firearms held under a valid

arms license. The BSTBPCL will not take the responsibility for the safe custody of the firearms and its ammunition.

g) The place of duty for the Security Guard (Armed) in the Corporation should be generally at the Godown or at a vantage point. The Guard should not be seen during the business hours.

h) The duty of the Security Guard (Armed) is to keep a watch over persons visiting the premises for the purpose of the safety and security and guard against infiltration and against removal of Nigam's Property by any unauthorised persons AND/OR to watch and guard, as against above.

i) The Security Guard (Armed) while performing duty shall use his firearm only for his right to private defence as provided u/s 96 to 106 of the Indian Penal Code.

17. CHARACTER & ANTECEDENT VERIFICATION:

Before deployment of their armed/ unarmed guards, the PSA should arrange for verification of the antecedents of the guards by the police and such verification certificate by the police should be submitted by the PSA to the BSTBPCL Branch.

18. COMPLIANCE WITH CONTRACT LABOUR ACT:

The selected PSAs shall comply with all provisions of the Contract Labour (Employment & Regulation) Act and Rules made thereof as applicable to them.

19. RIGHT TO ALTER QUANTITIES & REPEAT ORDER:

The BSTBPCL will be free to either reduce or increase the number of armed / unarmed guards to be deployed on the same terms and conditions during the contract period. In between the contract period if the agency is allotted new work order for deployment of armed / unarmed guards, maximum time for deployment would be one week or the order will be cancelled.

20. COMPLIANCE WITH MINIMUM WAGES:

The agency must comply with the minimum wages act. The agencies not complying with minimum wages as revised from time to time by the Ministry of Labour and Employment, Govt. of India, will not be considered for empanelment/contract or if noticed by the BSTBPCL during Contract Period the Contract will be cancelled.

21. For further clarifications, if any, you may visit the office of Managing Director, Bihar State Text Book Publishing Corporation Limited, Patna.

Last date for submission of offers	06.02.2020 upto 5:00 PM
Opening of Technical Bid offers	07.02.2020 at 12:00 Noon

22. BSTBPCL Reserves the Right to accept/Reject /Alter Terms and conditions as per the decision of Tender Committee.

Managing Director

To

The Managing Director,
Bihar State Text Book
Publishing Corporation
Limited,
Budha Marg, Patna -01

Sub: RFP for Deployment of Security Guards (Armed/Unarmed)

Dear Sir

With reference to your tender notice published in news paper on _____ and the RFP published in your website with effect from _____, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for the supply of armed and unarmed Security Guards Services as detailed in your above referred RFP.

We confirm that we have not been blacklisted or debarred by any PSUs/PSBs/State Govt/Central Govt. for any work as per our registration in past ever.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP.

We also confirm that the offer shall remain valid for 120 days from the last date for submission of the offer.

We hereby confirm that we have read the terms and conditions given in the RFP and agree to them fully.

We understand that the BSTBPCL is not bound to accept the offer either in part or in full and has the right to reject the offer in full or in part without assigning any reason whatsoever.

We enclose herewith following documents towards tender processing fee, Tender fee, EMD and MSME Certification as under:

- :
- :
- :
- :

Yours faithfully,

Authorized Signatories

Name & Designation, seal of the firm.

PSA PROFILE

(Attach relevant document as sought in Para 2 of RFP)

1. Name of the Organization and Address
2. Year of Establishment:
3. Status of the firm: (Whether Pvt. Ltd. company / Public Ltd. company/ Partnership Firm)
4. Name of the Chairman/Managing Director/CEO/Country Head (as the case may be):
5. Whether registered with the Registrar of Companies/Registrar of Firms in India. If so, mention number, date and enclose Registration Certificate copy.
6. a) Name and address of clients of the agency:
 - i) _____
 - ii) _____
 b) Turnover of the Company/Firm for the last three Financial Years:
7. Whether registered for GST purposes. If so, mention number, date and place of registration.
8. Whether an assessee is registered under the Income Tax. If so, mention Permanent Account Number. Furnish copies of Income tax return for last three years:
9. Is the Company/Firm a supplier of Security Guards Services? If yes, mention the addresses and phone numbers of the company's offices as mentioned in the RFP.
10. Since when and how long the Company/firm has been supplying Security Guards services? If you have been blacklisted by any Public Sector Undertakings or Public Sector BSTBPCLs/Any other Government Body- Yes/No
11. Details of Security Supervisory Staff (Detailed break up must be provided keeping in consideration of the area of deployment i.e. Patna)

Sr. No	Name	Qualification	Post Held	Experience

1. I/We have read the instructions appended to the Performa and I/We understand that if any false information is detected at a later date, any contract made between ourselves and BSTBPCL on the basis of the information given by me/us can be treated as invalid by the Nigam and I/We will be solely responsible for the consequences.
2. I/We agree that the decision of Managing Director, BSTBPCL in selection of PSAs will be final and binding to me/us.
3. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.
4. I/We agree that I/We have no objection if enquiries are made about the work listed by me/us here in above and/or in the accompanying sheets.

Place:

Date:

Signature:

Name & Designation Seal of the Company

(Letter to the BSTBPCL on the Agency's letterhead)

ANNEXURE - III

Three Reference Site Details of the Clients where agency has worked and supplied security guards. (Certificates from three different clients are required to be submitted)

CLIENT CERTIFICATE REGARDING REFERENCE / PERFORMANCE OF CONTRACTOR

Name and Address of Client:

Name of the Firm/PSA:

Details of work executed by the Firm:

1.	Name of work with brief particulars	
2.	Agreement No. and date	
3.	Period of contract/Actual period of Services rendered.	
4.	Average number of Armed Guards deployed in last three years (Approx)	
5.	Average no. of Unarmed Guard deployed in last three years (Approx)	
6.	Details of compensation levied for delay if any	
7.	Name and Address of Authority under whom works was executed.	
8.	Whether the deployed Guards are professionally trained	
9.	Whether the PSA is complying with Minimum Wages Act 1948, Employee's Provident fund and Miscellaneous Provision Act 1952, Employees Deposit Linked Insurance Scheme 1976, Employees State Insurance Act 1948.	
10.	Violation of Labour Laws, if any	
11.	Whether the PSA has adequate Supervisory, administration and Training facilities available with them.	
12.	Quality of Work	Outstanding/Very good/ Good/ Satisfactory/Poor
13.	Technical Proficiency	Outstanding/Very good/ Good/ Satisfactory/Poor
14.	Mobilization of Manpower	Outstanding/Very good/ Good/ Satisfactory/Poor
15.	Quality of Manpower	Outstanding/Very good/ Good/ Satisfactory/Poor
16.	General Behaviour	Outstanding/Very good/ Good/ Satisfactory/Poor

Note : All the columns should be filled up properly.

Signature of Reporting Officer* with Office Seal

Details of officer

Name:

Designation:

(Letter to the BSTBPCL on the Supplier's letterhead)

ANNEXURE IV

FORMAT OF FINANCIAL BID
(Part - II)

Name of the Agency Firm :.....

Quotation for Supply of Security Services in the Bihar State Text Book Publishing Corporation Ltd, Pathya Pustak Bhawan, Budh Marg, Patna-800 001 and situated godown in Patna Headquarters. Rates are invited per month for Armed, Unarmed Security Forces and Security Supervisors for 8 hrs duty per shift for 26 Days

Sl.No	Description Manpower	Rate per personal per month (In Rs.).	EPF (In Rs.)	ESI (In Rs.)	Bonus (In Rs.).	Weekly Off(In Rs)	Tools & Plants	Service Charges	Total Manpower Required (Tentative)	Total Amount per month per Guard (In Rs.).
A	B	C	D	E	F	G	H	I	J	$K=(C+D+E+F+G+H+I) \times J$
1	Security Guard (Unarmed)								27	
2	Security Guard (Armed)								1	
3	Security Supervisor								1	

Total Amt. in Rupees (excluding GST) shall be paid extra upon production of monthly return.

Note: The requirement of Guards / Personnel may vary as per the need of Nigam.

Declaration:

1. M/s _____, undertakes that, in the event of demand for any or all of statutory payments/contributions from statutory authorities or any other payments/Charges from your employees, in addition to prevailing minimum wages, if not taken into consideration while quoting the monthly charges in the tender, shall be borne by us and the BSTBPCL shall not be made liable for such demands at any point of time during or after the contract period.

2. It is declared that monthly charges quoted above includes prevalent minimum wages rates, costs/charges for all statutory payments/contributions, other service costs and likely increase during the contract period for providing the services. Also, no other charges will be presented to the BSTBPCL on any grounds late.

Place:

Date:

SIGNATURE:

Name & Designation & seal of the Company

**AGREEMENT COPY (on Rs 1000 Non Judicial Stamp Paper) PROVIDING/OBTAINING SECURITY GUARD
(ARMED/ UN ARMED) SERVICES**

This Agreement is entered at _____(Place) on the _____ day of _____, 2019 between Bihar State Text Book Publishing Corporation Limited at _____(Address) (hereinafter "the Corporation") of the First Party

AND

M/s _____ (Name of the PSA) represented by its _____(designation), Mr./Mrs./Ms. _____(name) and having its office at _____(address) (hereinafter referred to as "the PSA", which expression shall wherever the context so admits, means and includes his legal representatives, successors & assignees) as the Second Party.

Whereas the First Party requires the services of the Private Security Agency for safeguarding its properties and assets.

Whereas the PSA, which is a Private Security Agency providing security guards services has agreed to provide Armed Guards/Security Guards (Strike out whichever is not applicable), hereinafter referred to as "PSA's Employees" to the First Party as per the First Party's requirements.

Whereas the PSA and the First Party have agreed to enter into a service contract for a period of _____ months w.e.f. _____ till _____ which shall be deemed to be automatically terminated thereafter unless renewed by the First party for the purpose of obtaining security guards services on the terms and conditions as mentioned hereunder.

Now therefore this agreement witnessed as under:

1. The PSA declares that the PSA is in possession of the valid licence issued under Section 7 of the Private Security Agencies (Regulation) Act 2005 and the PSA further undertakes that the licence will be renewed from time to time and will be valid during the entire period of the Agreement, failing which this agreement shall stand automatically cancelled and the First Party shall not make any payment.
2. PSA shall ensure that Armed Guards/Security Guards possessing the required skill and training shall be deployed at BSTBPCL office/Godown (Strike out whichever is not applicable). The PSA's Employees shall not be more than 55 years of age for Security Guards and not more than 52 years of age for Armed Guards at the time of deployment.
3. The PSA hereby undertakes to abide by the requirements of eligibility criteria and physical standards for the PSA's employees and their training as prescribed in the Private Security Agencies (Regulation) Act 2005 and the Rules framed there under.
4. The PSA shall ensure that all the PSA's Employees are subjected to basic Training & Refresher training program on regular basis at its cost. The PSA shall ensure that the PSA's Employees who are Armed Guards have undergone firing practice and test fired the weapon at least once during the currency of this agreement and submits necessary proof to the First Party.

5. The PSA shall ensure that the PSA and their employees deployed with the first party shall comply with all obligations, conditions and restrictions regarding uniform, photo identity card, etc., stipulated in the Private Security Agencies (Regulation) Act 2005 and Rules framed there under.
6. If the State Law requires the registration of the PSA with the Welfare Board of Security Guards or any such other Board constituted under the State law, such registration shall be ensured by the PSA before deploying their employees with the first party.
7. The PSA's Employee who is an Armed Guard shall have a firearm, acceptable to the First Party, provided by the Agency or issued in his personal name either for 'Property Protection' or for his 'Self Protection' and a licence issued for any other purpose shall not be acceptable. The PSA shall also ensure that the Gun Licence of the PSA's Employees remains valid as per State laws throughout the currency of this agreement. The custody of the Arms/Guns shall be the sole responsibility of the PSA or the PSA's Employees and the First Party shall not be liable for the safe custody of the Arms/Guns.
8. The PSA agrees that the duty of an armed guard is to keep a watch over persons visiting the office premises/Godown for the purpose of safety and security and guard against infiltration and against removal of BSTBPCL property by any unauthorized person AND/OR to watch and guard the above, and the movement inside or outside the BSTBPCL. The PSA further undertakes that he has briefed the PSA's employee, who is an armed guard in writing that the guard shall not use his firearm on any occasion except as his right to his private defence as provided U/s 96 to 106 of the Indian Penal Code when, and only if, his life is perceived to be in danger from armed miscreants having the intent of committing theft inside the branch or during cash remittance.
9. The PSA shall ensure that the PSA's Employees shall be conversant with the use of Fire Extinguishers and shall take necessary action in case of activation of Fire Alarm System or in case of a fire in the office/Godown.
10. PSA shall provide the names of PSA's Employees to the office before their deployment. The PSA shall furnish the names, permanent & local addresses of the PSA's Employees deployed at First Party's premises from time to time along with their latest photographs, thumb impression, signatures and Aadhar Identity Proof.
11. The PSA shall ensure that the PSA's Employees function under general directions of Managing Director/ Authorised Official of BSTBPCL and perform duty according to the duties given in the Annexure to this Agreement. The PSA shall also ensure that the PSA's Employees deployed at office have read & understood their duties.
12. The PSA will provide PSA's Employees with uniform (Summer/Winter), caps, raincoats, torches and other accessories (Photo I-Card, name Tab, baton, whistle etc) initially and replace the same periodically as and when required. At no point of time the uniform or it liveries should be faded/untidy/torn.
13. Before deployment of their employees, the PSA shall arrange for verification of antecedents of all the PSA's Employees by the police and such verification Certificates shall be submitted to the First Party before deployment of Security Guards or their subsequent relievers.

14. PSA's Employees shall be medically fit, mentally sound and possess good physique and not be suffering from any contagious / major diseases. Wherever required by the First Party, the PSA will provide literate PSA's Employees to perform the assigned duty efficiently.
15. The PSA will change the PSA's Employee immediately on instructions from the First Party if the performance of that particular PSA's Employee is not acceptable or found physically/ medically unfit and the decision of the First Party is final in this regard.
16. The PSA shall ensure that the PSA's Employees shall not accept any eatables, tea, coffee, tobacco etc., from strangers. The PSA's Employees shall not consume tobacco, alcohol or any other intoxicants or be found in an inebriated state or smoke during the duty hours.
17. The PSA shall ensure that no familiarity develops between the PSA's Employees and the First Party staff. Further, the PSA shall ensure that the PSA's Employees do not indulge in any activities including money transactions, which may tarnish the image of the First Party.
18. The Security Supervisor from PSA shall report to the concerned officer in- charge/ official at least once a week for the purpose of briefing /debriefing. He must carry out checking of guards wherever deployed for alertness on regular basis as instructed by Branch/Office. First party will not be liable for any separate payments for this arrangement and the cost of such arrangement shall be borne entirely by the PSA at its own end.
19. The PSA shall ensure that at no point of time during the prescribed duty hours, the PSA's Employee will be on leave or absent from his place of duty without a reliever and that they shall remain alert during their working hours to prevent theft/pilferage and other untoward incidents.
20. PSA shall maintain duty register for each PSA's Employees and get the register checked by the BSTBPCL's branch/office daily, along with timings. In case a PSA's Employee is found absent from the place of his duty, the pro-rata payment for the days of absence will be deducted from the payment due to the PSA.
21. The PSA shall maintain upto-date record of PSA's Employees as per the Shops & Establishment Act and will discharge all obligations under various Labour Laws viz. EPF Act, ESI Act, Gratuity Act, Bonus Act, Workmen's Compensation Act, Contract Labour (Regulation & Abolition Act), etc or under any other State/Union Legislation in respect of PSA's Employees and shall produce these records for verification as when demanded by the First Party.
22. The PSA shall be responsible for all acts of Commission and/or Omissions by its employees leading to loss and/or damage to First Party's employees and/or third Parties and shall meet all liabilities arising out of such Omissions and/or Commissions.
23. PSA shall alone plan, relieve, decide and be responsible for the leave or absence of the PSA's Employees on any grounds and First party shall not in any way be responsible for sanction of leave, etc. to the PSA's Employees.

24. PSA shall maintain proper records /details of the PSA's Employees deployed in the Nigam of First Party. It shall submit monthly bills to the office by 05th of each month giving details of the PSA's Employees deployed and the payment claimed for each of them. All payments under this agreement shall be made to the PSA by the BSTBPCL's branch/office, where the PSA's Employees are deployed on a monthly basis by a crossed cheque/online credit in favour of PSA within four working days of receipt of the relevant bill from the PSA. However in case of any discrepancy in the bill detected by the First Party, the payment will be released to the PSA within four days from the date of resolving the discrepancy by the PSA.
25. PSA shall be fully and absolutely responsible for the payment of salary and other statutory dues to PSA's Employees like salary/wages, bonus, arrears, overtime, EPF and ESI contributions employment/terminal benefit, compensation or other claims of whatsoever nature to PSA's Employees and First party will not undertake any liability in relation to such matters.
26. The PSA's Employees shall not claim any employment relationship with First party under any circumstances. The PSA shall obtain written undertaking from each of the PSA's employees deployed with the First Party that he is a permanent employee of the PSA and the written undertaking in original shall be given to the First Party's Office, where he is deployed.
27. PSA hereby undertakes to ensure payment of wages to its PSA's Employees in compliance with Minimum Wages Act and other relevant statues in force and modified/amended or revised from time to time as per enactment of Central/State Governments.
28. The PSA hereby undertakes further that additional/excess payment over the contracted amount, which may arise due to extraneous reasons during the currency of this agreement, shall be borne by the PSA alone and the First Party shall not be liable to pay any excess amount.
29. The PSA shall pay the monthly wages to PSA's Employees deployed with the First Party by crediting the Savings BSTBPCL Account of the PSA's Employees with any BSTBPCL.
30. PSA shall submit printed receipts for all the payments received from First Party. The PSA shall also furnish the proof of having paid the wages to the PSA's Employees engaged by them within one week of the disbursement of the wages to them and proof of having paid the statutory dues to the concerned authorities on quarterly basis. Non- payment of monthly wages by the PSA to the PSA's employee deployed with First Party will make this contract null and void and will result in termination of the deployment of PSA's employees with the First Party with immediate effect and the First Party will not be required to make any payment to the PSA thereafter.
31. First Party shall not make any direct payment of whatsoever nature to the PSA's Employees. All payment payable by First Party in connection with or arising out of this agreement shall be made only to PSA and not to the PSA's Employees.
32. PSA shall also ensure that the PSA's Employees do have their own arrangements for their food, beverages and refreshment.
33. In case of any injury/death of any staff member of First Party or a public member because of firing of weapon of the PSA's Employees for any reason, PSA shall be liable to pay compensation as deemed necessary and become payable to the injured/deceased or their legal claimants. All legal proceedings and expenses towards such incidents/accidents will be borne by the PSA without involving the first part at any stage.
34. In case of any mishap of whatsoever nature (minor / major / fatal including death during the course of

their duty) sustained by PSA's Employees, the responsibility for meeting the medical/hospitalization expenses or of granting compensation, if any, on that count will be that of the PSA and not of the First Party. If for any reason, compensations, costs etc., are paid by the First Party, the same shall be reimbursed by the PSA to First Party without any demur, including interest at ruling rate till settlement and such settlement shall be made by the PSA within one month from the date of Demand by the First Party and upon failure of the PSA to do so, the First Party shall have the right to adjust the monthly bills payable to the PSA towards the amounts payable by the PSA till the entire dues are paid/settled off.

35. In the event of theft, pilferage, damage to property of the First Party or any other loss, the First Party shall report the matter to the local police first. The PSA agrees that in case of any loss of cash/materials/other properties of the BSTBPCL, which may arise directly or indirectly due to absence or dereliction of duty or inattentiveness or negligence or collusion of the PSA's employee, such loss will be made good by the PSA and all liabilities arising out of such incidents will be fully met by the PSA. If the inquiry reports of the First Party and the PSA are conflicting on this point, it is agreed between the parties that the First Party's report shall prevail and be final. Such quantum of loss assessed and payable by the PSA shall be paid to First Party within a month of demand and upon failure of the PSA to do so, the First Party, without prejudice to other recovery measures either through Court of Law or otherwise, shall have the right to adjust the monthly bills payable to the PSA towards the amounts payable by the PSA till the entire dues are paid/settled off.
36. Neither the PSA nor any of the PSA's Employees will have any claim against the First Party for any liability arising out of any commission / omissions caused by the PSA's Employees while on duty.
37. The PSA's Employees deployed for the security of the branch/office/ATM as per terms of this Agreement shall always be treated as employees of the PSA only and will not have any right to seek employment in the services of the First Party. There shall be no relationship whatsoever between the First Party and the PSA's Employees. PSA shall also make it clear to PSA's Employees that they shall not, under any circumstances, claim any right of employment from First Party and the PSA shall continue to be their employer.
38. In return for fixed sum/rates, the PSA shall at its own risk & cost provide services of PSA's Employees as per the requirement of the First Party purely on Contractual basis.
39. PSA undertakes to submit a copy of license from the Ministry of Labour, Govt. of India, or exemption certificate from the State Government, for providing security guard services in offices/ATMs of First Party before deploying their employees with the First Party.
40. PSA states and admits explicitly that the work assigned by First Party to it is not perennial in nature and the First Party has the right terminate the assigned work, if in its assessment and opinion, the need for the assigned work ceases to exist. The assignment/engagement is well defined, quantified, time-bound and specified by the First Party to PSA and, in turn, by the PSA to PSA's Employees.
41. PSA shall ensure to submit annual returns to various Authorities and also ensure compliance of all the applicable laws, rules and regulations for which PSA shall be solely responsible.
42. PSA hereby agrees to indemnify and keep First Party indemnified against any loss, damage, compensation, cost etc., that First Party might be required to incur/pay arising out of litigation, non-compliance or breach of statute/s, regulations etc., by the PSA or even otherwise.
43. The First Party as well as the Reserve BSTBPCL of India shall have the right to access all books, records and information relevant to the PSA's employees deployed with the First Party and shall have the right to cause an inspection on the PSA's office & training infrastructure and audit the books & records as relevant to the services provided to the First Party.

44. The PSA shall preserve all the data and documents pertaining to their employees deployed with the First Party for not less than three years and shall make them available to the First Party, if and when demanded.
45. The PSA shall not sub-contract the security guards'/armed guards' services provided to the First Party to any third party without the prior approval of the First party.
46. This Agreement can be terminated by either Party at one month's notice in writing. However, if the First Party terminates this Agreement/Contract due to the PSA violating any of the terms of this Agreement or due to non-performance of the terms of this Agreement or due to any negligence on the part of the PSA or PSA's Employees, the First Party shall not be required to give any notice and the Agreement shall stand terminated on the date following the day on which the PSA receives, from the First Party, the intimation about such violation or non-performance or negligence.
47. In continuation of the clause 46 above, if any of the terms/clauses of this agreement remain violated or non – rectified or not adhered to by the PSA for more than one month even after due notice of such violation or non adherence, the PSA agrees that apart from terminating the contract, the first party will have the right to blacklist the PSA for the next five years and to invoke the performance BSTBPCL guarantee and forfeit the entire amount covered by the performance BSTBPCL guarantee as penalty for non – adherence to this agreement/contract.
48. In consideration of the services as stated herein above, First Party agrees to make payment @ of Rs. _ for each Armed Guard / Rs. _ for each Security Guard (inclusive of all taxes/rates/charges) and after deducting TDS (if applicable) to PSA for each completed month of services or pro-rata thereof.
49. PSA should instruct and Ensure, the Security Guard (Armed) while performing duty shall use his firearm only for his Right to Private Defense as provided u/s 96 to 106 of the Indian Penal Code.

We, the above noted parties have signed this deed of agreement after having understood the contents of this deed on the date and place mentioned above.

For BSTBPCL (with seal)
(First Party)

For Private Security Agency (with seal)
(Second Party)

Duties of Armed Guards

1. Armed Guard shall perform duty for eight hours on all working days and shall report to the Site 15-30 minutes prior to start of the shift/shift hours.
2. On starting/ending of duty at the office, the Armed Guard shall inform the BSTBPCL's Authorized official about the satisfactory condition and starting/ending of his duty.
3. Armed Guard shall perform duty only in prescribed uniform provided to him by his employer i.e., PSA.
4. Armed Guard shall check and inform of any damage, accident, pilferages, incident, fire/arson, etc., as also, any defect/malfunctioning of Security equipments/pilferage of assets to Authorised official.
5. Armed Guards' place of duty shall be generally at Corporation/Nigam's Office and nearby Godowns-: The main entrance outside the main door, from where he can view a part of the BSTBPCL hall also. At the Office: The Main Gate and at places identified by the Authorised officer from where he can have an overall view of the area.
6. Armed Guard shall not permit any Arms & Ammunition inside the office by any strangers.
7. In case of any UNREST in the area, Armed Guard should close the Main Entrance/Gate and inform the Officials/Authorised official.
8. Armed Guard while performing duty shall keep watch on persons visiting the office and inform Authorised Officer of any suspicious movement/activity.
9. Armed Guard is to keep a watch over persons visiting the office for the purpose of safety & security and guard against infiltration and against removal of BSTBPCL's property by any unauthorized person AND/OR to watch and guard as above the movement of assets from one place to another whether inside or outside the BSTBPCL.
10. Armed Guard should ensure that the Entrance/office Main Gate is not obscured/blocked by parking vehicles etc. and that parking of Vehicles inside the premises is systematic and no vehicle is parked at unwanted areas/places.
11. In case anybody leaves behind any bag, suspicious item, etc., Armed Guard, on duty, should immediately inform Security Officer or Police.
12. Armed Guard should interact with public/office visitors/staff with respect and politeness.
13. Armed Guard should not leave the place of duty unless properly relieved during duty hours and after duty hours (at offices).
14. Armed Guard shall check the Electronic Alarm System, CCTV and Fire Alarm System daily and if these systems are found defective at any point of time, he shall report the matter to Branch Manager/Authorised official/AMC Firm for rectification of defects.
15. Armed Guard shall be conversant with the use of Fire Extinguishers and shall take necessary action in case of activation of Fire Alarm System or in case of a fire in the office.
16. Armed Guard shall perform security related duties only and shall not involve in any other work or BSTBPCL operations related or any other activity at the Office.

17. Armed Guard shall not accept any eatables, tea, coffee, tobacco etc., from strangers. The PSA's Employees shall not take any alcohol or intoxicants or be found in an inebriated state or smoke during the duty hours.

18. Armed guard shall not use his firearm on any occasion except as his right to private defense as provided u/s 96 to 106 of the Indian Penal Code when, and only if, his life is perceived to be in danger from armed miscreants having the intent of committing crime inside the Branch/Office. This should be amply clarification to the Armed Guard by the Vendor.

CHECK LIST FOR BIDDERS / APPLICANTS

1. Though bidders will be applying to this bid through online mode however all prospective Bidders must ensure that all documents and papers submitted along with the technical BID are fully endorsed by the authorized signatory through his signature with official seal wherever applicable else the bid shall be rejected in lieu of non acceptance to our terms & Conditions of tender document.
2. The following points to be strictly adhered and required enclosures/ documents which shall form an integral part of the BID document and must be annexed along with the technical bid:-

Sl. No	Check List Description	Documents Submitted	
		Y/N	Page No. at which Document attached
1	PSAs should be registered as companies, partnership firms or proprietorship firms for providing security guards' services since last three years or more. (Proof Document- Valid registration certificate for registered companies/partnership firm/proprietorship firm. The document should substantiate existence of company/firm for three years or more).		
2	PSAs should have valid license in accordance with section 4 & 7 of the Private Security Regulation Act 2005 in states where the act has been implemented. (Proof Document – Valid PSARA license for the Bihar).		
3	PSAs should have Registration under Shops & Establishments Act applicable in the state (Proof Document – Valid registration certificate for the offices in Bihar).		
4	PSAs should have registration with the ESI Corporation under ESI Act and should have been allotted with a code number by the ESIC (Proof Document – Valid Registration certificate with code number from ESIC).		
5	PSAs should have registration with EPFO under EPF & Miscellaneous Provisions Act 1952 and should have been allotted registration number. (Proof Document – Valid Registration Certificate with Registration number from EPFO). The PSA shall have to produce the EPF and ESI return for previous 3 months (August, September and October 2019)		
6	PSAs should have Income Tax PAN and should be submitting IT returns for last three Assessment years i.e; 2017-18 to 2019-20 (Proof documents- Copy of valid PAN Card and IT return acknowledgement copy for last three years).		
7	PSA should have a registration for GST and should have been allotted with registration no. (Proof documents- Valid registration certificate with GSTIN).		
8	Private Security Agencies should have minimum three years experience of providing Security Guard's services to public/ Private		

	sector, State/Central Govt./ Govt. Bodies. (Proof documents- Work Orders from Clients substantiating providing services since last Three years). Based on the turnover and work experience, the PSA must be having license for deployment of minimum 500 workmen in a day.		
9	PSAs should have Audited Balance Sheets and Profit & Loss Accounts for the past three financial years (FY 2016-17 to 2018-19). The average turnover of the PSA in the last three years should not be less than Rs 300 Lakhs (Three Crore Only) for bidding in tender (Proof documents –Audited balance sheet and Profit & Loss statement for each of the last three financial years).		
10	PSA should have their own infrastructure for training their security guards. Otherwise, tie up arrangement with PSARA registered training establishments provided if, PSARA applicable in state permits such tie – up arrangement for training (Proof documents – Registration certificate of training establishment under shops and establishment act for own training facility/documents substantiating tie up arrangement with PSARA registered training establishment).		
11	PSAs should have at least one of its offices manned by Manager/Supervisor Landline telephone/Mobile connection within Patna and that office should be physically manned during the office hours on all working days. (Proof documents – Registration of the office under shops and establishment act applicable in the state, latest landline telephone bill muster roll/attendance record of the official staff).		
12	PSAs should furnish details about their firm/company as per PSAs profile (Annexure - II). PSAs not fulfilling all parameters mentioned in Para 1 above of this RFP & enclosed Annexure – I, II & III will not be considered for financial bid.		
13	The PSA should not have been blacklisted or debarred anywhere and ever in past.		
14	Original Receipt of tender fee for Rs. 1,180/- -		
15	Original Receipt of Tender Processing fee for Rs. 1,180/-		
16	Original EMD for Rs 50,000/-		
Signature of the Bidder			