



## **CIPET: CENTRE FOR SKILLING AND TECHNICAL SUPPORT (CSTS)**

Department of Chemicals & Petro-Chemicals,  
Ministry of Chemicals & Fertilizers, Govt. of India

City Centre, P.O.- Debhog,

Haldia , Dist – Purba Medinipur,

West Bengal , Pin- 721657

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Tender No : CIPET/Hal/Sec /Re-tender/2019-20/02

Dt: 15/11/2019

**NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICE AT  
CIPET:CSTS- HALDIA.**

## TENDER NOTICE

**Date: 15/11/2019**

### **Subject: TENDER FOR SECURITY SERVICES**

CIPET:CSTS-Haldia invites sealed quotations from registered and authorized security agencies for providing the security services (Security Guards) for office building , hostel premises & staff quarters located at City Centre, P.O.- Debhog, haldia, Purba Medinipur, WB - 721657 . Sealed bidding documents (Technical Bid, EMD and Financial Bid) duly filled in as per the instructions of the Tender Document addressed to the Director & Head, CIPET:CSTS Haldia and reach latest by 15.00 Hrs. on 30<sup>th</sup> October 2019. Tender Documents and details may be obtained from CIPET office or downloaded from the Website (www.cipet.gov.in) on payment of Tender Cost of Rs.500/- through cash / Bank Draft in favour of CIPET, Haldia , payable at Haldia on any working day from Monday to Friday in between 10.00 am to 5.00 pm. The bidders who wish to download the tender documents from the office website should furnish the Tender cost of Rs.500/- through Bank Draft shall be in favour of CIPET Haldia payable at haldia along with the Bidding Documents and EMD.

Tender Reference	CIPET/Hal/Sec/Re-tender/2019-20/02	Dt: 15/11/2019
Price of Tender Document	Rs.500/-	
EMD	Rs.5000/-	
Date for Sale of Tender Documents	From 15/11/2019 to 28/11/2019	
Last Date and Time for receipt of tender offers	29/11/2019, 15.00 Hrs	
Time and date of opening of bid	29/11/2019, 16.00 Hrs.	
Address for Communication	As mentioned below	
Contact Telephone Numbers	03224-255534 / 9434744266	

The bid should be in a big envelope duly subscribed with tender reference no. and tender notice detail as appended here under: -

TENDER FOR PROVIDING SECURITY SERVICE TO CIPET:CSTS-HALDIA	
<b>TENDER NO. CIPET/Hal/Sec /Re-tender/2019-20/02 Dt: 15/11/2019</b>	
LAST DATE FOR SUBMISSION . 29/11/2019 up to 15.00 hrs.	
To	
The Director & Head	From: M/s -----
Central Institute of Plastics Engineering & Technology (CIPET):CSTS	Contact No: -----
City Centre, P.O.- Debhog, Dist- Purba Medinipur West Bengal , India.	E-mail ID: -----

The price bid of technically qualified firms will be opened after evaluation of their technical bids in the presence of bidders and their authorized representative who wish to be present.

**SECTION1**

**TECHNICAL BID SUBMISSION FORM**

*Date:*

**LETTER OF BID**

To  
The Director & Head,  
CIPET :CSTS – Haldia  
City Centre, P.O.- Debhog  
Haldia , Purba Medinipur  
West Bengal – 721657

Ref: Invitation for TENDER **CIPET/Hal/Sec /Re-tender/2019-20/02 Dt: 15/11/2019**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Agenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing security services To CIPET:CSTS Haldia .
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline In accordance with the Bidding Documents and it shall remain binding upon us and maybe 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 failure/lapses of serious nature.
6. 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 Bidder's letterhead)*

**SECTION2**

**INSTRUCTIONS TO THE BIDDERS**

## INSTRUCTIONS TO THE BIDDERS

### 1. GENERAL INSTRUCTIONS

1.1 CIPET:CSTS Haldia, hereinafter referred to as the 'Client' shall be hiring security services i.e. the services of the Security Guards for its office buildings under Tender No. CIPET/Hal/Sec /Re-tender/2019-20/02 Dt: 15/11/2019. The details are as under:

S.No.	Category	Location	Numbers	Deployment Hours
1	Security Guard	CIPET:CSTS- Haldia	08	8 hours

1.2 The sealed bidding documents should be delivered to CIPET:CSTS- Haldia by the stipulated date and time. Tender Documents may be collected from CIPET:CSTS- Haldia - 721657 on payment of Tender Cost of Rs.500/- through cash/Bank Draft/Pay Order in favour of CIPET haldia , payable at Haldia on any working day between 10.00 am to 5.00 pm.

1.3 The tender documents may also be downloaded from this office website [www.cipet.gov.in](http://www.cipet.gov.in). Those bidders who wish to download the tender documents from the office website should furnish the Tender **cost of Rs.500/- through Bank Draft/Pay Order along with the Bidding Documents and EMD of Rs.5000/-**.

1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully get it clarified before submission of tender and no claim on account of any errors detected later in the tender documents shall be entertained.

1.5 Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the documents not so signed is liable to be rejected at the discretion of the Client. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**

1.6 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.

1.7 All Bidders are hereby explicitly informed that conditional offer or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD & Tender Fees of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected**.

1.8 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded).

1.9 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to CIPET:CSTS- Haldia. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

1.10 The requirements of security personnel is tentative and may increase or decrease at the sole discretion of the competent authority of the Client.

1.11 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) as defined in MSE Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, New Delhi shall be eligible for exemption from EMD Tender Fee. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be).

## 2. MINIMUM ELIGIBILITY CRITERIA

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

- a. **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity. A proof for supporting the legal validity of the Bidder shall be submitted. The firm should have Zonal or Regional office in Kolkata. License issued by the Controlling Authority [As per the Private Security Agencies (Regulation) Act, 2005 and Rules framed there under].
- b. **Financial Capacity:** The bidders should have the minimum turnover of Rupees twenty(20) lakhs each in the last 3 financial years. Relevant proof for supporting the above shall be submitted.
- c. **Registration:-**The Bidder should be registered with the Income Tax, GST and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation. Relevant proof in support shall be submitted.
- d. **Experience:** The Bidder should have minimum 3 years experience after registration in the similar field of providing security services in the large organizations and / (or) Government Departments (or) Educational Institute of Repute for the last three years. Relevant proof in support shall be submitted.
- e. **Manpower:** The Bidder should have on its roll a minimum of 50 Nos. manpower engaged in the similar nature of security services as on the last date of submission of the bid in Government organization / institute / PSU and other government sector. Relevant proof in support shall be submitted.
- f. The bidder who have worked earlier and not submitted the statutory dues till the opening of the tender, the same bidder will be treated as disqualified.

### 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 shall be attached and License issued by the Controlling Authority [As per the Private Security Agencies (Regulation) Act, 2005 and Rules framed there under].
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copy of the audited balance sheets for the completed three financial year.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), attested copy of PAN, GST, Labour Registration copy, EPFO Registration Copy, ESIC Registration Copy shall be acceptable.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d), attested copy of experience certificates issued by the Organizations and Government Departments shall be acceptable.
- (v) In proof of having fully adhered to minimum eligibility criteria at 2(e), attested copy of manpower wages roll in respect of security guards shall be acceptable.

### 3. EARNEST MONEY DEPOSIT:

3.1 This bids should be accompanied by an Earnest Money Deposit of Rs.5000/- (Rupees Five Thousand only) in the form of Demand Draft of any nationalized bank. The Demand Draft shall be in favour of **CIPET Haldia , payable at haldia.**

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

3.3 The bids without Earnest Money shall be summarily rejected.

3.4 No claim shall lie against the CIPET:CSTS- Haldia in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

### 4. VALIDITY OF BIDS

4.1 Bids shall remain valid and open for acceptance for a period of **120 days** from the last date of submission of Bids.

4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

4.3 The Client may request for extension for another period of 60 days, without any modifications and

without giving any reasons thereof.



## 5. PREPARATION OF BIDS

5.1. **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender document along with all required information, documents in support of the minimum eligibility criteria, Valid EMD & tender fees of requisite amount.

- a. Technical Bid Submission Form duly signed and printed on Company's letterhead (Section1).
- b. Signed and Stamped on each page of the tender document.
- c. Contact Details Form, duly filled and signed (Section 6.1)
- d. Financial Capacity form – filled in signed and stamped (Section 6.2)
- e. Earnest Money Deposit of Rs.5000/-
- f. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section2 (Para 2 and 2.1above).

The Technical Bid should then be kept in a separate sealed envelope, super scribed as “**Technical Bid for Tender No. CIPET/Hal/Sec /Re-tender/2019-20/02 Dt: 15/11/2019**”, with the Name and address of the Bidder.

5.2. **Financial Bid:** Bidder should prepare financial Bid in the Price Schedule as provided in the Tender Document (Section 5). Then the financial bid should be kept in a separate sealed envelope, super scribed “Financial Bid for Tender No. CIPET/Hal/Sec /Re-tender/2019-20/02 Dt: 15/11/2019 with the Name and address of the Bidder.

## 6 SUBMISSION OF BIDS

6.1 The Bidder shall submit his bid in a sealed envelope containing three separate sealed envelopes consisting of (i) Technical Bid, (ii) Financial Bid and (iii) EMD clearly subscribing so and the two envelopes shall be kept in another single sealed envelope.

6.2 The Bid shall be submitted not later than 15.00 hrs. on 30<sup>th</sup> OCTOBER 2019 , addressed to The Director & Head, CIPET:CSTS – Haldia ,City Centre, P.O.- Debhog,Haldia , Purba Medinipur,West Bengal – 721657.

6.3 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.

6.4 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the afore said date and time. However the competent authority of the office of the CIPET:CSTS- Haldia reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids. Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

## 7 BID OPENING PROCEDURE

7.1 The Technical Bids shall be opened in the office of The Director & Head of CIPET:CSTS- HALDIA on 30<sup>th</sup> October 2019 at 16.00 hrs. by the Committee authorized by the competent authority of CIPET:CSTS- Haldia in the presence of such bidders who may wish to be present.

7.2 The financial bids of only those bidders whose Technical Bids are accepted, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.

7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.

7.5 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meets the minimum eligibility criteria as specified in the Tender Document.

7.6 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.

## **8. CLARIFICATION ON TECHNICAL BID EVALUATION.**

8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, The Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder 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.

8.2 If a bidder 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.

8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1.

## **9 TECHNICAL BID EVALUATION**

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

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

(i) The responsiveness of the bid, i.e. receipts of duly filled, signed and accepted bid documents

In complete form, including Authorization letter.

(ii) Receipt of valid EMD/Tender Fee with requisite amount in acceptable format.

(iii) Documents in proof of meeting the minimum eligibility criteria.

(iv) Any other documents as required to support the responsiveness of the bidder, as per tender.

9.3 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected.

9.4 The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the bidders, the time/ venue for the financial bid opening in written communication/over telephone/email communication.

## **10. FINANCIAL BID OPENING PROCEDURE**

10.1 The Financial Bids of all the qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.

10.2 All the qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be asked to sign on all the sealed envelopes containing the Financial Bid.

10.3 Any bidder objecting to the same shall be disqualified and his financial bid shall be returned on the spot.

10.4 Absence of bidders or their authorized representatives shall not impair the legality of the process.

10.5 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.

10.6 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process.

## **11. DETERMINATION OF THE SUCCESSFUL BIDDER**

11.1 The Bidder meeting the minimum eligibility criteria with the lowest bid price, subject to arithmetical correction, shall be deemed as the successful Bidder.

11.2 In the event of more than one bidder with the lowest price bids (say equal), the bidder with the highest 'cumulative annual turnover of the last 3 financial year would be deemed as 'Successful Bidder' with respect to the submission of proof of documents as submitted by the bidder. In case the document is not verifiable or any other reason comes across at the later stage the decision of the Director & Head of CIPET:CSTS Haldia for awarding the contract to a particular bidder shall be final and binding.

## **12. RIGHT OF ACCEPTANCE:**

12.1 CIPET:CSTS- Haldia reserves all rights to reject any bids including of those bidders 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 Competent Authority of CIPET:CSTS- Haldia in this regard shall be final and binding.

12.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

12.3 The Director & Head of CIPET:CSTS- HALDIA reserves the right to award any or part or full contract to any successful agency (i.e.) at its discretion and this will be binding on the bidders.

12.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, The Director & Head of CIPET:CSTS- Haldia reserves the right to award the contract to the next higher bidder 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 bidders.

12.5 CIPET:CSTS- Haldia may terminate the Contract, if, it is found that the Contractor is black listed on previous occasions by any of the Government Departments /Centrally funded institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

## **13. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'**

13.1 After determining the successful bidder, Client shall issue a Letter of Acceptance (LOA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by him.

13.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

13.3 The time taken between the date of issue of LOA and Notice to Proceed shall not prevent the contractor to mobilize the man power.

## **14. SECURITY DEPOSIT**

14.1 The contractor has to deposit Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) through DD drawn in favour of CIPET Haldia for the contract period as security deposit within fifteen days from the date of received of the order. The Earnest Money can be adjusted in security Deposit. The Security Deposit will be refunded after termination of the contract. No interest will be paid on the security deposit amount.

14.2 The security deposit can be forfeited by order of the competent authority of CIPET:CSTS-Haldia 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 security deposit as may be considered by CIPET:CSTS-Haldia sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained.

a) If the contractor is called upon by the competent authority of CIPET:CSTS- Haldia to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and CIPET:CSTS-Haldia 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.

## **15. ISSUANCE OF 'NOTICE TO PROCEED'**

After the acceptance of the LOA and securing security deposit from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorizing him to take possession of the Office Locations along with relevant information / inputs.

## **16. SIGNING OF CONTRACT AGREEMENT**

16.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement.

16.2 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 Bidder for their concurrence.

16.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (2) 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.

16.4 The Director & Head of CIPET:CSTS- Haldia shall sign the Contract agreement and return a copy of the same to the successful bidder.

## **17. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)**

17.1 The Earnest Money Deposit of the unsuccessful bidders in the *technical Bid evaluation stage* shall be returned along with their unopened financial bids within 7 days after opening of the eligible financial Bids.

17.2 The Earnest money Deposit of the unsuccessful bidders in the *financial bid evaluation stage* shall be returned within 7 days, on award of contract to the Successful bidder.

17.3 The Earnest money deposit of all the bidders 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.

## **18. INSOLVENCY**

18.1 The competent authority of CIPET:CSTS- Haldia 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 assignment 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 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.

## **19. CURRENCIES OF BID AND PAYMENTS**

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

## **SECTION 3**

### **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) has the meaning assigned to them in this Schedule.

“Agreement”           The word “Agreement” and “Contract” has been used interchangeably.  
Party                    The word party means the Successful Bidder to whom the work of providing guarding services has been awarded and the Client “CIPET:CSTS- Haldia ”.

Letter of Acceptance    Shall mean the intent of the Client to engage the successful bidder for providing guarding services in its premises

Notice to Proceed       Shall mean the date at which the guarding services are to commence in Client’s premises

### **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.

## **2 SERVICES REQUIRED BY THE CLIENT**

2.1 The Contractor shall be providing guarding 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.

2.2 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.

2.3 The Contractor shall provide guarding 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.

## **3 COMMENCEMENT OF SERVICES**

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

3.1 Submission of security deposit in accordance with Clause 14

3.2 The Contractor shall commence guarding services in Client’s premises within 15 days from the date of receipt of Notice to Proceed as set out in Clause 15 of Section2.

3.3 The Contractor shall submit detailed resume in respect of the Security Staff along with Photographs duly attested by their firm after commencement of the guarding services to Client’s office.

## **4 CONTRACTOR’S OBLIGATIONS**

4.1 The Security Agency shall provide security arrangement for guarding of the Institute campuses within the confined premises as required by the Institute. Moreover, the Security Agency shall also protect the Institute Campuses from anti-social element.

4.2 Every personnel deputed by the Security Agency shall be literate (must know Hindi/English. Violation of this condition shall be treated as breach of important contractual condition and shall attract penalty points.

4.3 The security personal to be deployed shall be equipped with latest communication systems (Walkie-Talkie )/ mobile. Night Guards shall be equipped with proper protection and lighting devices. While working at the premises of the Institute, they shall work under directives and guidance of Director & Head or his authorized representative answerable to administration.

4.4 The Security Agency personnel should be smart and properly turned out with boots / shoes, belt, caps, badge, whistle etc., and carry an identity card. A photocopy of these cards along with computer data shall be given to the Institute for record, verification etc.

4.5 The Security Agency shall provide proper uniform including shoes, caps, canes / stick, torch, jerseys (woolen sweaters) & rain coat etc. to every personnel deployed by the agency in the Institute Campus at their own costs and expenses.

On 26th January and 15th August the Agency will ensure that the personnel deployed are in uniform and the security supervisor/officer will ensure that the arrangement for the flag hosting in the Institute.

4.6 The Institute shall have the right to check up, from time to time, the uniforms worn by the security personnel as well as their fitness to perform guard duty up to the satisfaction of the Institute. The Institute shall also have the right to check and supervise the Security personnel on duty through an Institute level Security Executive Committee (SEC) or any other representative to be named by the Director & Head, CIPET:CSTS- Haldia. The decisions of the SEC shall be binding on the Security Agency.

4.7 The personnel deployed by the Security Agency in the Institute shall be removed immediately if the Institute considers such removal necessary on administrative grounds. The Security Agency shall also immediately remove any personnel who is found not to be discharging his duties correctly or is of doubtful character and shall replace him with substitute personnel either on its own or on the demand of the Institute and only after approval of the authorized officer of the institute. In case of removal of such personnel, no claim shall be maintainable against the Institute.

4.8 If the Institute incurs any expenses or any liability is put on them in connection with the deployment of the employee of Security Agency, the same shall be adjusted from the bill of the Security Agency.

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

4.10 The Security Agency shall make serious efforts to control and eliminate the cattle menace, which include not only cows and buffaloes but also other animals like pigs, monkeys, dogs etc., from the campus/premises.

4.11 The responsibility for taking appropriate security measures shall be entirely that of the Security Agency. The Institute will be entitled for compensation against the Security Agency, in case a proper joint inquiry establishes that the theft or loss or damage has been caused due to negligence of the Security Agency or any of its employees. The said compensation shall be in addition to the findings and recommendations that the joint enquiry may propose. The maximum amount of compensation payable by Security Agency will be limited to inspection and supervision charges payable to Security Agency for the month on which the loss or damage occurs. However, after enquiry, if it is found that such theft or loss or damage has been caused by acts of commission and omission of the personnel of the Security Agency or if the personnel of the Security Agency has either taken active part in such acts or has aided and abetted in the acts of such commission and omission the Institute or its employees to whom loss is caused, shall be indemnified/compensated by the Security Agency on actual basis.

4.12 Institute will not provide any residential space for accommodation to Security Agency. The security agency has to make its own arrangement for the residential accommodation to the deployed staff. However a changing/duty room shall be provided by the Institute.

4.13 The Security Agency shall submit a certificate along with the monthly bills certifying that the personnel employed by them in the Institute have been paid as per statutory norms.

4.14 The contract price shall be all inclusive and nothing extra shall be payable over & above the accepted contract price in respect of the Scope of Work defined in the Price Schedule. However, if the prescribed minimum wages are revised by the Govt. of India, the Security Agency shall revise the wages of the personnel accordingly.

4.15 The security personnel shall remain on duty for 8 (eight) working hours. The personnel shall not leave his place of duty/duty point until his reliever reports for duty. Deserting the place of duty/duty point by the security personnel without having been properly relieved will attract penalty points.

4.16 All the assets and articles provided by the Institute shall be the property of the Institute and the Security Agency shall be merely the custodian of such assets and articles. On termination of security contract either by efflux of time or any time earlier than the stipulated period as the Institute may decide at its sole discretion, such property shall be handed over to the Institute forthwith.

4.17 In addition to the number of personnel listed in the Price Schedule, the Security Agency shall undertake to engage / employ and provide additional number of well trained guards as and when required by the Institute, on reasonable notice, as per the accepted rate given in the Price Schedule.

4.18 The persons employed by the Agency for the security of the Institute will be the employees of the Security Agency and the Institute shall have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the Institute and the Security personnel employed by the Security Agency shall have no right whatsoever to claim employment from the Institute.

4.19 The Security staff employed by the Security Agency will not form any union in the Institute nor shall they make any claim on service or other matter.

4.20 The Security Agency shall undertake, at their own expense but to the satisfaction of the Institute, a continual updating of skill, processes and procedures followed by the Security staff employed in the security of the Institute by organizing suitable training programs for them on the routine basis. This training program may be included in their duty, like two hours in a week. It may include various aspects of security of a vital installation, major expected threats, and measures to curtail these threats, use of security equipments, and use of fire arms to armed guards etc.

4.20 The Security Agency in discharge of its duties will be bound by operational parameters.

4.22 All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Kolkata.

4.23 The Security Agency shall maintain proper liaison and contact with the local police / civil administration etc. for smooth and peaceful day-to-day working of the Institute. The security agency shall be fully responsible for taking follow up action and for pursuing the First Information Reports (FIRs) lodged by the institute/Hostel with the police department.

4.24 At any time, prior to the date of submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment and published in Institute website.

4.25 The Security Agency shall be responsible for all injuries and accidents to persons employed by them. or otherwise. The Institute shall stand indemnified in respect of the treatment provided under such exigencies.

4.26 The Security Agency shall be responsible for the good conduct and behavior of its employees. If any employee of the Security Agency is found misbehaving with the Institute Staff, Employees, Faculty or Students of the Institute, the Security Agency shall terminate the service of such employee at their own risk and responsibility. The Security Agency shall issue necessary instruction to its employees to act upon the instructions given by the officer- in- charge of the Institute.

4.27 In the event of any loss being caused to the Institute on account of the negligence of the employee of the Security Agency, the agency shall make good the loss sustained by the Institute, either by the replacement or on payment of adequate compensation on actual basis.

4.28 The employees of the Security Agency shall be of good character and of **sound health and shall not be less than 21 years or more than 60 years of age in case of Security guards** . Anyone found below the minimum standard shall be removed immediately from the institute and agency shall be liable for penalty points.

4.29 The Security Agency shall maintain Complaint Book at the main entrance gate which will be made available to the officer- in- charge of the Institute Security and the hostel office.

4.30 In a manner satisfactory to the Institute, the Security Agency shall provide necessary expertise and trained manpower to attend to the various needs of security services at the Institute buildings, hostels, residences and the campus in general.



4.31 Security Agency shall ensure protection of all properties and personnel of the Institute, whether on its campus or in transit, against trespass and willful harm, by deploying fail-safe preventive measures, providing early warnings and mobilizing trouble-shooting efforts.

4.32 ***The Security Agency shall supply trained manpower for the security duties in the campus. It shall also undertake of its expense and to the satisfaction of the Institute, a continual updating of skills and procedures followed by the Security staff.*** For this purpose the agency shall organize suitable training camps for its cadres from time to time.

4.33 In case of any dereliction of duty, gross neglect, an unintended or intended damage caused by the Security Agency or its staff or otherwise, any harm done to the Institute, its properties, its designated officials or other employees, the Security Agency shall be liable to provide good for loss or pay compensation, refund expenditure on legal/judicial proceedings as well as pay penalty, which the Director & Head may deem fit.

4.34 In case of performance of the agency is not found to be satisfactory as per operational parameters setout of the contract or not in conformity with the terms & conditions of the tender, the contract shall be terminated even before the scheduled time by giving advance notice of 1(One) month to this effect. In the event of premature closure of contract for reasons mentioned herein above, the Security Deposit shall be absolutely forfeited.

4.35 Security Agency shall supply uniforms with name-plates/name-tabs to the persons engaged on duty. The Institute shall not allow any employee of the Security Agency to work inside the Institute without the uniform. If during the period of contract the uniforms are worn out, it shall be the responsibility of the Security Agency to supply another uniform to the persons and it will ensure that the persons wear only proper uniform while they are on duty in the Institute. The Institute shall not provide any kind of weapons, batons, torch etc. nor incur any expenses in this regard. It would be the responsibility of the Security Agency to supply such minor equipment necessary for discharge of duty.

4.36 The Security Agency shall have a regular system of training the Guards before mounting them on duty. The Security Agency shall have proper training facility and profession syllabi for the training.

4.37 The Security Agency shall have a proper system of checking the guards on duty especially at night. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified.

4.38 The Security Agency shall have resources to assist the principal employer (i.e. the Institute) in conducting Security Audits, Surveys, and Investigation etc. and shall also be able to render professional advice on matters relating to security, intelligence and surveillance, free of charge.

4.39 Security Agency shall apply to the Labor Commissioner for obtaining a labor license within a reasonable time and will submit a copy of the license to the Institute.

4.40 The security supervisor shall also check the garbage/wastage being taken out for disposal to ensure that none of the useful items are taken out for disposal.

4.41 The posts/consignments received (after office hours) at the main gate should be handed over to the concerned immediately on receipt. However if the same is not delivered the reason there of should be brought to the notice of the Institute in-charge officer and no post/courier should be returned.

4.42 The Contractor shall submit to Client the details of amount deposited on account of EPF and ESI in respect of the deployed guards to the concerned authorities from time to time along with monthly bills.

4.43 The Contractor shall produce to the client the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.

4.44 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) authorized by Client.

4.45 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.

4.46 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.

4.47 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.

4.48 The Contractor shall provide uniform to its security personnel at its own cost.

4.49 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, and ESIC etc. The Contractor from time to time to Client should submit proof of the same.

4.50 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.

4.51 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 this Department and the Department shall ensure that the Contractor complies with the provisions.

4.52 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.

4.53 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.

## **5. CONTRACTOR'S LIABILITY**

5.1 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 Guarding Services to the Client.

5.2 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 caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks 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 Guarding Services to the Client.

5.3 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.

## **6 CLIENT'S OBLIGATIONS**

6.1 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. The Client may recruit them only after a clear gap of six months from the date of their leaving the service of the Contractor.

6.2 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 Guarding Services are to be provided required enabling Contractor's employees to carry out the Guarding Services. Such equipment and facilities shall include, without limitation, guard/s accommodation, adequate heating /air, lighting, power, toilet facilities and chair, drinking water, office stationery, files, ledgers, registers etc.

6.3 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 Guarding 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 Guarding Services as soon as possible after the Client becomes aware of them.

6.4 To enable the Contractor to provide the Guarding Services, the Client shall ensure that their staff is available to provide such assistance.

## **7 LABOUR AND CONTRACTOR'S PERSONNEL**

### **7.1 Labour Compliances**

The Contractor shall abide by all labour laws, laws related to EPF Organization, 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 bonuses.

### **7.2 Engagement of Security Personnel**

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

### **7.3 Contractor's Personnel**

7.3.1 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.

7.3.2 The Contractor shall submit its Organization 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.

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

## **8 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. However, on failure on this aspect by the contractor, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the 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, subject to satisfactory services at the sole discretion of the Director & Head / centre head of CIPET:CSTS Haldia with reasonable increment of security guard.

## **9 PAYMENTS**

9.1 After Selection of the Successful bidder 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 guarding services.

9.2 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.

9.3 The Contractor shall raise invoice per month and submit the same to Client by 5<sup>th</sup> of every following month. The Client shall make all endeavors to make payments to the contractor within 15-20 days from the date of the receipt of the invoice.

9.4 The initial cost of the Contract shall be valid for a period of one year. No price escalation shall be entertained by the Client during the period.

9.5 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.

9.6 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**.

9.7 All payments shall be made in Indian Currency by means of an Account Payee Cheque/RTGS/NEFT transfer.

9.8 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.

9.9 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.

## **10. FORCE MAJEURE OBLIGATIONS OF THE PARTIES**

10.1.1 "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:

10.1.2 The date of commencement of the event of Force Majeure;

10.1.3 The nature and extent of the event of Force Majeure;

10.1.4 The estimated Force Majeure Period,

10.1.5 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.

10.1.5 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.

10.1.6 Any other relevant information concerning the Force Majeure and /or the rights.

## **11. GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

11.1 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 Authorized 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 there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Bhubaneswar and the decision of the arbitrator shall be final and binding on the parties.

11.2 **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 Kolkata

## **12. TERMINATION**

This Contract may be terminated forthwith by either party by giving written notice to the other if:

12.1 The other party is in material breach of its obligations under this Agreement and, in the case of such breaches capable of being remedied, fails to remedy that breach **within thirty days** of receiving notice of such breach; Or

12.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:

12.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, 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 and the security deposit shall be forfeited.

12.2.2 If the Contractor does not provide guarding services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements

12.2.3 If the Contractor goes bankrupt and becomes insolvent

### **13. 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:

13.1 Members of a Hindu Undivided Family.

13.2 Their husband or wife.

13.3 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).

## **SECTION-4**

### **SCHEDULE OF WORKS/ REQUIREMENTS**

## **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 its 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.
- (iii) Take charges of their duties properly and thoroughly.
- (iv) Perform their duties with honesty and sincerity.
- (v) Read and understands 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.
- (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 – In charge. If necessary the needful arrangement will be made by the Supervisor.
- (xvi) Security personnel should get themselves checked whenever they go out by the other shift 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.

### **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) Housekeeping movements register to be maintained.
- (iv) Be polite with the visitors and ask them to sit till the concerned staff arrives.

### **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 nonreturnable record has to be maintained. A periodic status report, i.e. weekly report will be generated by security and be submitted to Admn. Department 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 is 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 **Air conditioning 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 Admn. Head.

### **1.2.8 FRISKING/ CHECKING PROCEDURES**

(i) All contract staff will be thoroughly frisked at the time of their leaving the office premises in the evening. In case of any person resisting, the same will be clearly informed to the concerned authority.

(ii) All garbage being removed from the premises by the housekeeping personnel or anyone else must be thoroughly checked before they are being taken out.

(iii) If anything untoward is found, it must be reported to Administration head.

(iv) If frisking / checking of the employee handbags and physical checking are not permitted, then the security will not be held responsible for the loss of all pocket able items like calculators, small music systems, and any personal belongings of the staff, computer hardware and Laptops that can be taken away easily. However, Security Guards shall be liable in case the physical checking is permitted by the Client.

### **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 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 tabletop.

### **1.2.11 NOTE FOR THE CLIENT**

(i) List of authorized signatories to be provided.

(ii) We request the new employees to be informed to us officially to enable us to maintain security procedures.

### **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 is 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 office fighting operations.

### **1.2.13 EMERGENCY PROCEDURES**



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

**SECTION 5**

**PRICE SCHEDULE**

## QUOTE YOUR PRICE

S.No.	Category	Deployment Hours	% of Commission
1.	Security Guard without Arm	8 Hours	

**Note:**

(i) % of commission shall be quoted by the bidder.

(ii) Payments shall be made by the Client as per the terms and conditions of the Tender Documents.

(iii) Prices shall be valid for a period of one year and no increase in the prices shall be entertained during the initial currency of the Contract.

(iv) The prices in the Price Schedule shall be exclusive of any tax 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.

## **SECTION 6**

### **FORMS**

**Section 6.1 CONTACT DETAILS FORM**  
**Section 6.2 ARTICLES OF AGREEMENT**

**CONTACT DETAILS FORM  
GENERAL DETAILS OF BIDDER**

1. NAME OF THE COMPANY .....
2. COMMUNICATION ADDRESS .....
3. PHONE NO. ....
4. FAX .....
5. EMAIL I.D. ....

**PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE**

1. NAME OF THE CONTACT PERSON .....
2. DESIGNATION .....
3. PHONE NO. ....
4. MOBILE NO. ....
5. EMAIL I.D. ....

**UNDERTAKING**

- 1 I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
- 2 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 India.
- 3 I/We give the rights to the competent authority of CIPET:CSTS- Haldia to forfeit the Earnest Money /Security money deposit by me/us in case of breach of conditions of Contract.
- 4 I hereby undertake to provide the services as per the directions given in the tender document / contract agreement.

Date:  
Place:

**Signature of the Authorized Signatory**

**Designation: (Office seal of the Bidder)**

CONTRACT AGREEMENT NO.

DATED

THIS AGREEMENT is made on ..... Between Director & Head, **CIPET:CSTS-Haldia** (hereinafter referred to as “Client” which expression shall include his successors and assigns), and whose principal place of office is at City Centre, P.O.- Debhog, Dist – Haldia, Pin- 721657 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 “availing guarding services at its office premises under Tender No. CIPET/Hal/Sec /Re-tender/2019-20/02 Dt: 15/11/2019.

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

II. **AND WHEREAS** the Client has selected **M/s**.....as the successful bidder (“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) are 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 guarding 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.

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 guarding 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. Notice to Proceed (NTP) issued by the Client
  - c. The complete Bid, 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.
  - f. Security Deposit
  - g. Charges – Schedule annexed to this Article of Agreement

h. 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 agreement 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.

IX. 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**  
(Authorized Signatory)

Signed on Behalf of **CIPET:CSTS- Haldia**  
(Authorized Signatory)

**SECTION 7**

**CHECK LIST**



**CHECKLIST FOR PREPARATION OF BID**

<b>S.No.</b>	<b>Particulars</b>	<b>Yes/No</b>
1	Have you filled in and signed the Contact Details Form?	
2	Have you read and understood various conditions of The Contract and shall abide by them?	

**TECHNICAL BID**

<b>S.No.</b>	<b>Particulars</b>	<b>Yes/No</b>
3	Have you enclosed the EMD of Rs.5000/- and Tender Fee of Rs.500/- in the Technical Bid?	
4	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents?	
5	Have you attached proof of having met the following Minimum eligibility criteria?	
5.1	Legal Valid Entity : Have you attached attested Certificate ? License issued by the Controlling Authority [As per the Private Security Agencies (Regulation) Act, 2005 and Rules framed there under].	
5.2	Legal Valid Entity : Have you attached attested Certificate issued by the Registrar of firms / Companies?	
5.3	Registration with Government Bodies like ESIC, EPF, Labour Laws : Have you attached a Registration copy of each of the certificate?	
5.4	Experience : Have you attached the attested experience certificates issued by the Organisations / Government Depts. of the last five years?	
5.5	Manpower : Have you attached proof showing 50 Manpower in the similar field?	
6	Have you attached the proof of authorization to sign on Behalf of the bidder in the Technical Bid?	
7	Have your Technical Bid been packed as per the Requirements of the Tender?	

**FINANCIAL BID**

<b>S.No.</b>	<b>Particulars</b>	<b>Yes/No</b>
8	Have your financial Bid proposal is duly filled, sealed And signed on all pages?	
9	Have you quoted prices against each of the category?	
10	Have your financial bid been packed as per Tender?	