

CENTRE OF PLASMA PHYSICS-
INSTITUTE FOR PLASMA RESEARCH
NAZIRAKHAT, SONAPUR-782 402,
KAMRUP (M), ASSAM

(An Autonomous Institution under the Department of Atomic Energy, Government of India)

TENDER FOR SECURITY SERVICE

Tender Notice No. CPP-IPR/ENQ/2016-17/41 *Date:* 08/11/2016

CPP-IPR invites sealed Tenders from Registered, Licensed and Reputed Contractors/Firms for providing Security Services to the Centre in the prescribed format. The Tender Documents should contain the following:

- (a) Company Profile*
- (b) Schedule of Previous Experience*
- (c) Solvency Certificate*
- (d) Scope of work*
- (e) Schedule of Deviation from Specifications/Conditions*
- (f) Instructions to the Tenderer*
- (g) Terms and Conditions of the Contract*
- (h) Bill of Quantity*

This tender document contains (25) pages

Tender should accompany an EMD amount: Rs.25, 000.00 in the form of D.D. from Scheduled Bank/Nationalized Bank

Tender submission date & time: 28/11/2016 at 16.00 hours

Tender opening date & time: 29/11/2016 at 15.00 hours

Tender Notice No. CPP-IPR/ENQ/2016-17/41 Date: 08/11/2016

PROFILE OF EXPERIENCE IN THE SECURITY SERVICES
(PLEASE ATTACH ADDITIONAL SHEET, WHEREVER NECESSARY)

1.	Name and status of the Proprietor / Partner	
2.	Qualifications	
3.	Average age of the work men	
4.	Experience in providing Security Service	
	a) Nature of Organization	Government / Public Sector / Research Institute/ Private Institution
	b) Position held	
	c) Reasons for leaving	
	d) Length of service and designation in each post (<i>attach additional sheet, if necessary</i>)	
	e) Do you have experience of running a system similar to that mentioned in the tender? If yes, please give details	
5.	a) Do you have a control room which is open round the clock? If yes what is the Name, phone No./ Mobile No. & the level of person manning it	
	b) In case of a sudden accident, fire or any emergency, what support in terms of resources your organization can provide?	
6.	Have you provided CAR (Contractor's All Risks) Policy, Employees Liability Insurance, etc. in any of your contracts? If yes, give details.	
7.	If you think you have expertise in the nature of work mentioned in the tender, please give a brief write up on that.	
8.	Any other information	

Signature :

Name :

Designation :

Name & Address of the company with seal :

Date :

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SCOPE OF WORK

1. Management of the entire security services covering all security personnel - TWO Security Supervisors and twelve guards.
2. Other miscellaneous items of work.
3. Assuming total responsibility of the security and vigilance of CPP-IPR by the Contractor depending upon the sensitivity of the area and the need of the organisation.
4. The security force has to be deployed to ensure that there is no theft, pilferage or harm or threat to any property or personnel of CPP-IPR or others in the premises.
5. The security agency/contractor will be solely responsible to make good the loss, if any, due to any negligence of the contractor for acts committed by any of the personnel employed by him.
6. The security contractor will be responsible for drawing necessary duty schedule for the security staff, exercise control and ensure discipline of personnel. They have to be extremely polite and courteous while dealing with CPP-IPR authorities, staff, students or visitors and shall carry out all communications and orders with utmost confidentiality, sincerity and diligence.
7. Prevention of fire and maintenance of fire equipment falls under the scope of security management services. They have to be prepared to deal with all emergencies round the clock throughout the year if any emergency arises which affect the personnel and properties of CPP-IPR and device ways and means to combat them.
8. The contractor has to take custody of all the keys and duties related to them including issues and return, opening, closing of rooms etc.
9. The contractor has to be available for all assistance needed by the authorities and implement all systems/instructions issued by the authority with respect to management of security services from time to time.
10. The designated Security Officer identified for CPP-IPR by the Contractor and the Supervisor of the Contractor must have a telephone facility at their residence along with a mobile connection.
11. The Contractor should provide the contact nos. to the Admin. Officer-I and to the authorised representatives of the Centre.
12. Centre reserves the right to increase/decrease the number of workers as and when necessary depending on the alteration of scope of work by informing the contractor.

Signature, Name, Address with Seal of the proprietor/Managing

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SCHEDULE OF DEVIATION FROM SPECIFICATIONS/CONDITIONS

All deviations from the specifications/conditions shall be filled in by the bidder in this schedule.

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The bidder hereby certifies that the above mentioned are the only deviations from Technical Specifications / Commercial terms and conditions of this tender. (State NIL if no deviation is envisaged.)

Signature	
Name	
Designation	
Name of the company	
Date	
Seal of the company	

Signature, Name, Address with Seal of the proprietor / Managing

Tender Notice No. CPP-IPR/ENQ/2016-17/41 Date: 08/11/2016

Important instruction to the Tenderers

1. Sealed tenders are invited from Registered, Licensed and Reputed Contractors/Firms for Job Contract at CPP-IPR, Nazirakhat, Sonapur-782 402.
2. Contractor should have minimum 5 years experience in providing Security Services. The contractor should have executed or executing at least one similar order (i.e Providing of Security Service to a large Corporate Office/Research Institution) in a single contract worth Rs. 10 lakh per annum or two contracts of Rs.5 lakh or more during the last two financial years.
3. The contractor should have a valid PAN number issued by the Income-Tax Authority.
4. Should have a valid Registration Certificate of the firm / agency / Company.
5. Should have a valid License issued by the Competent Authority
6. Should have valid ESI & PF registration certificate.
7. **The tender should be submitted in a sealed cover.**
8. The **sealed cover** –should be superscribed as **TENDER FOR SECURITY SERVICE** and should contain
 - Company profile. (Annexure – A).
 - Schedule of Previous Experience of providing Security Services in a medium/large Research Establishment or a large Corporate Office. (Annexure B)
 - Scope of work. (Annexure – C).
 - Schedule of Deviation from Specifications/Conditions. (Annexure – D)
 - Instructions to the Tenderer. (Annexure – E).
 - Terms and Conditions of the Contract. (Annexure – F)
 - Bill of Quantity/Price Bid. (Annexure – G)
 - Demand Draft for Earnest Money Deposit.
9. THE ABOVE MENTIONED COVER SHALL BE SEALED ON THE OUTSIDE WITH WAX SEAL BEARING THE LOGO/NAME OF THE COMPANY SUBMITTING THE BID.
10. This should be addressed to the Administrative Officer -I, CPP-IPR, Nazirakhat, Sonapur-782 402. Tender will be opened on 29/11/2016 at 15.00 hours.
11. Bids shall be opened in the presence of attending tenderers.

12. Earnest Money Deposit shall be submitted in the form of a Demand Draft drawn in favour of Institute for Plasma Research a/c CPP payable at Sonapur SBI Branch and the DD should be from a Scheduled/Nationalized Bank. Alternatively, a Bank Guarantee from a Scheduled / Nationalized bank may be provided (no other mode of payment will be accepted). The Bank Guarantee should be valid for 6 months from the date of opening the Bids and if no Bank Guarantee/ Earnest Money Deposit is not attached with the bid, then these will be rejected. The EMD shall be refunded to the unsuccessful bidders once the work order is released to the successful bidder.
13. Tenders must be submitted in the prescribed format only.
14. The rates quoted shall remain valid for a period of 90 days from the date of opening.
15. Each page of the offer should bear the signature, date, name and title of the person signing the offer, and a rubber stamp indicating the full name, address and phone no, Fax No, of the firms.
- 16. Bids in sealed envelopes duly superscribed in bold with the Tender Title, reference No. and due date, addressed to the Administrative Officer -I, CPP-IPR, Nazirakhat, Sonapur-782 402 should be sent by post/courier so as to reach before the prescribed time.**
17. This tender document/form is not transferable. Only the party to whom the tender documents have been issued shall be entitled to quote.
18. Bids containing erasures or alterations will not be considered, unless countersigned by the authorized signatory.
19. The total amount should be written both in figures and in words and if there is any discrepancy between the two, the lowest amount will only be accepted.
20. Bids which do not comply with the above conditions are liable to be rejected.
21. The Centre shall be under no obligation to accept the lowest or any tender received in response to this tender notice and shall be entitled to reject any or all tenders without assigning any reason whatsoever.
22. The Centre reserves the right to split the contract in parts and award them in pieces to the successful bidders or to delete the contract in parts after entering into the contract.
23. No questions or items in the Annexures shall be left blank or unanswered. Where you have no details or answers to be provided a 'No' or 'NIL' or 'Not Applicable' statement shall be made as appropriate. Forms with blank columns or unsigned forms will be summarily rejected.
24. The tender form should be filled and sealed to reach on 28.11.2016, the contractor chosen will have to undertake the work within 10 days from the receipt of the Work Order.

25. Bids shall be accompanied by the following, failing which the offers are liable to be rejected :

1. License and registration certificate issued by competent authority
2. Organization Structure
3. List of works on hand/carried out during the last 5 years
4. Performance Certificate from the existing client(s)
5. ESI & PF Registration Certificate.
6. Annexures A,B,D, and G duly filled in
7. The entire tender document duly countersigned (in token of acceptance of all term and conditions indicated in the documents)
8. Earnest Money Deposit

26. All annexures, attachments / drawings (if any) to this enquiry shall be read as part and parcel of this enquiry.

27. Deviation (s) indicated in Annexure D are not automatically accepted; only if such deviation(s) if any indicated by tenderer has / have been specifically accepted in the Work Order, such deviation are deemed to have been accepted and become part of the agreement.

28. All the bids shall be in the prescribed annexure forms and bear the signature, date, name and designation with company seal of the person signing the offer and name and address of the firms. The envelope containing the bids shall be superscribed "Tender for Security Services" and Tender Notice No. CPP-IPR/ENQ/2016-17/41 Date: 08/11/2016

TENDERS RECEIVED LATE OR AFTER THE DUE DATE WILL NOT BE CONSIDERED. CPP-IPR RESERVES THE RIGHT TO ACCEPT, REJECT ANY OR ALL TENDERS WITHOUT ASSIGNING ANY REASONS THERE OF.

Tender Notice No. CPP-IPR/ENQ/2016-17/41 Date: 08/11/2016

Terms and Conditions of the Contract

1. DEFINITIONS OF TERMS :

- 1.1 Centre or CPP-IPR means Centre of Plasma Physics-Institute for Plasma Research Nazirakhat, Sonapur-782 402.
- 1.2 Contractor, bidder, firm means the person to whom the work may be awarded.
- 1.3 Work Order, Purchase Order or Order shall mean the Work order/contract with associated specifications, tender documents, etc. executed between the Centre and the successful contractor(s) including any other documents agreed between the parties or implied to form part of the contract.

2. Quality and scope of services

- 2.1 The contractor shall appoint well trained staff having a good conduct and maintain high standards of output, maintain the number and quality of staff as contracted to ensure that there is no held up of any service for any reason whatsoever. Any deficiency in the number of staff deployed will entail reduction from the compensation payable as decided by the Centre. The Contractor as soon as the agreement is signed, shall submit a list and bio-data with photo of their workmen/supervisors/others indicating their name, age, qualification, experience and salary along with copy of appointment orders issued to them. As and when there is a change in the staff posted, a revised list and bio-data with photo shall be submitted along with copy of appointment order issued to the new appointee/appointees, simultaneously.
- 2.2 It is normally understood and agreed between both the parties that the CPP-IPR will not be responsible or be liable for any laws that are in force/that may come into force from time to time in respect of personnel engaged by the Contractor and the Contractor alone will be solely responsible for the terms and conditions of their services, safety, health, statutory requirements, etc.
- 2.3 The Contractor shall depute such officers and supervisors as proposed by him, who shall be available on site to supervise the Contract employees and interact on daily basis with the Designated Officer regarding quality of service provided.
- 2.4 It is understood and agreed that the Contractor will be held responsible for any disciplinary matters arising out of the work or conduct of their employees and the Contractor will take appropriate disciplinary action against those employees found indulging in any act of indiscipline in the CPP-IPR's premises or in connection with the services referred to herein.
- 2.5 The Contractor will immediately replace any employee found to be unfit in any manner immediately or on receipt of advice from any authorised person in the CPP-IPR.

Signature, Name, Address with Seal of the proprietor / Managing

- 2.6 The Contractor shall maintain proper and detailed record for the job carried out by their employees and shall also maintain all records and returns as necessary for carrying out the work smoothly and as provided under the Contract Labour Act, Minimum Wages Act, ESI Act, PF Act, etc., as relevant and applicable from time to time.
- 2.7 The Contractor shall be solely responsible to comply with all legal and statutory Requirements that arise out of this agreement and in respect of the employees engaged by the Contractor in fulfillment of the contractual obligations stated herein. An indicative list of these statutory obligations is at Annexure "C". It is understood and agreed that the Contractor will provide decent uniforms, badges/ID cards with photos and safety equipment and shoes to their employees. It is Contractor's responsibility to have them periodically checked medically so as to ensure that medically fit staff only is deployed for the work.
- 2.8
- a. The Contract employees should be covered under all statutory requirements like ESI, PF, etc. by the Contractor and the Contractor shall comply with all the formalities in this regard. Copy of challan and Schedule of Contract Employees for payment of ESI/PF/ELI, etc. will be enclosed with all (whether running/monthly or final) bills.
 - b. The Contractor shall pay salary and other allowances/benefits as indicated by the Contractor in their tender and accepted by the CPP-IPR. Such salary shall not be less than the minimum wages.
 - c. If the rates quoted by the Contractor and accepted by the CPP-IPR includes bonus, charges for over time, uniform, staff, food, applicable wage increase, miscellaneous, etc., details of what is provided, its cost, etc. shall be furnished periodically. The proof for uniform cost, bonus and applicable wage increase, details of what is provided shall be furnished once in a year or before expiry of the contract, whichever is earlier. If proof of payment of all benefits like charges for over time, staff food, miscellaneous, etc., are not furnished once in 3 months and once in a year for uniform cost, bonus, applicable wage increase, in the Centre reserves the right to withhold/recover such portion of the salary/benefits. However, the proof for payment of PF and ESI and name of such employees whom the PF & ESI have been paid shall be submitted along with each running/monthly bill.
 - d. The CPP-IPR will have the right to inspect/call for books/registers, documents in relation to all matters referred to, in this tender or agreed later on. The CPP-IPR will also have all rights to make recoveries from the compensation, if any that any statutory agency imposes upon the CPP-IPR due to the Contractor's non-compliance with statutory obligations. A list of these as applicable at present is set out in Annexure 'G' attached. All payments in respect of ESI, PF, ELI, etc. shall be reimbursed by the CPP-IPR along with the monthly bills for the respective months only on submission of proof of payment and Schedule of Employees covered.
 - e) The contractor shall maintain a muster roll, wages register of all men/women employed by them and all other documents and submit it to the Centre on the 1st of every month for the previous month or as necessary for inspection. The Contractor shall provide all facilities for inspection/books/personnel on demand by the Centre or any Statutory Authority.

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f. The contractor should provide PF A/c number, ESI Card and Photo Identity Card to the contract employees posted at the CPP-IPR. This should be done **immediately** but not later than one month from the date of signing joint agreement.

2.9 It is clearly understood and agreed upon that both the Contractor or Contract employees shall have any claim on employment with CPP-IPR at any point of time and this arrangement is purely between the Contractor and the CPP-IPR for specific services for the period specified.

2.10 The Contractor shall execute an irrevocable indemnity bond in an appropriate stamp paper in favor of CPP-IPR that they would indemnify and keep the CPP-IPR indemnified and harmless against any claims, losses, expenses which CPP-IPR may suffer or incur as a result of breach of contract. The contractor shall further agree that the indemnity herein contained shall remain in full force and effect during the pendency of the contract and that it shall continue to be enforceable till all dues under or by virtue of the said contract have been fully paid and all claims are discharged or till CPP-IPR is satisfied that the terms and conditions of the joint agreement have been fully and properly carried out by the contractor. The contractor also should undertake not to revoke this indemnity during its currency save with CPP-IPR's previous consent in writing.

2.11 The Contractor shall follow all rules as may be existing or may be framed from time to time at CPP-IPR on all aspects covering this contract. Material movement, entry/exit of personnel, identity card, safety, etc. shall be according to procedures existing in CPP-IPR and as amended from time to time.

2.12 The Contractor shall follow the rules and regulations of GMDA regarding the separation, storage of waste. Employees deployed by the contractor should be well trained in waste management.

3. **Tenure & Termination**

3.1 The contract with the CPP-IPR will be initially awarded for a period of 12 months and if the services are found to be satisfactory, the CPP-IPR reserves the right to extend the contract for a further period of 12 months on the same terms and conditions.

3.2 Except as provided in Clause 3.6 below, the Contract could be terminated by either side by giving one month's notice in writing. If the notice period is not given or if a shorter notice is given by the Contractor, the entire security deposit shall be forfeited.

3.3 Any other costs and or damages incurred by the CPP-IPR to carry-out the services awarded to the Contractor, on account of such short notice will be deducted from the dues payable to the Contractor, or shall be paid by the Contractor on demand if such dues fall short of such costs.

Signature, Name, Address with Seal of the proprietor/Managing

- 3.4 In the case of failure to complete the contract in terms of such contracts within the contract period specified in the tender and incorporated in the contract and if such work is got done by the CPP-IPR from any party at a higher rate the Contractor shall be liable to pay the CPP-IPR the difference between existing rate and the rate of the new Contract.
- 3.5 Risk Clause: Notwithstanding the other terms and conditions mentioned herein, the CPP-IPR at its option will be entitled to terminate the contract and to avail service from elsewhere at the risk and cost of contractor either the whole of the contract or any part which the contractor has failed to perform in the opinion of the CPP-IPR within the time stipulated or if the same performance is not available, the best and the nearest available substitute thereof. The contractor shall be liable for any loss which the Centre may incur by reason of such risk contract in addition to penalty.
- 3.6 Insolvency and breach of contract: The CPP-IPR may, at any time, by notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, i.e. to say:
- a. If the Contractor being an individual or a firm any partner in the contractor's firm shall be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment, or if the firm be dissolved under the Partnership Act, or
 - b. If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or receiver or manager on behalf of the debenture holders shall be appointed or circumstance shall have arisen which entitle the court or debenture holders to appoint a receiver or manager, or
 - c. If the contractor commits any breach of contract not specifically provided herein the CPP-IPR reserves the right to terminate the contract without prejudice to right of action or remedy which shall have then accrued or shall accrue thereafter to the CPP-IPR.
 - d. In the event of unsatisfactory performance of duties by the Contractor, the CPP-IPR shall have the right to bring to the notice of the Contractor the default (s) on their part and the Contractor shall ensure that the said default (s) is /are not rectified and not repeated are duly remedied, within a period of three days from the receipt of the said notice. Failing such remedial action, or in the event of the said default (s) not being corrected, the CPP-IPR shall have the right to immediately terminate the agreement.

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3.7 Notwithstanding any other clause herein, if there is any act or omission by the Contractor or the Contract employees which jeopardizes the safety/security of the CPP-IPR including, but not limited to:

- a. Theft or pilferage of property of CPP-IPR
- b. Fire, flooding, breakage or damage
- c. Violence or physical attack on the Campus
- d. Any act or incident which may prove detrimental to the interests of CPP-IPR the contract will be terminated without any notice. Further, the Contractor will be levied penalties, as deemed appropriate by CPP-IPR. The decision of the Dean shall be final in such matters.

4. Payment Terms:

In consideration of the services to be provided by the Contractor under this clause and other clause (4) of the contract a consolidated payment will be made inclusive of statutory levies as specified in **Annexure "G"**.

4.1 The Contractor shall submit bills after completion of every calendar month and normally payment will be released within 15 working days from the date of submission of bill if the bill is complete and correct in all respects. The monthly bills submitted by the Contractor shall only be for actual salary and other benefits paid by the Contractor for the number of employees deployed and for the materials as per contract with CPP-IPR.

If there is a shortage of employees of not less than 90% per shift of duty, as contracted, which has been adjusted by paying overtime by the contractor then the overall monthly claim bill submitted by the contractor shall not exceed the monthly total contract amount agreed upon between CPP-IPR and the contractor claiming salary of employees not appointed/absent is an offence and if noticed, the contractor shall refund the entire salary, along with such penalties including a penal interest, to CPP-IPR. If after receipt of payment, the Contractor has been unable to pay his workers/employees or pass on other benefits like washing allowance, ESI, PF, etc., and as soon as this fact becomes known to him, the Contractor shall immediately refund all such amounts to CPP-IPR with a covering letter explaining the reasons for such refund. The contractor shall make a certification on each bill to this effect.

Payment in respect of ESI, PF and other statutory payments shall be paid / reimbursed by the CPP-IPR only on submission of proof of payment and Schedule of Employees covered for such benefits.

Signature, Name, Address with Seal of the proprietor/Managing

4.1.1. Contractor's monthly claim / bill shall contain the following elements only

- a. Basic + VDA
- b. PF
- c. ESI
- d. ELI
- e. Bonus
- f. Uniform + washing charges of uniform supplied
- g. Any other (supervision and Administration expenses, if any)
- h. Contractor's margin
- i. Taxes

PF, ESI and ELI will be reimbursed to the contractor only on production of Registration No. / ESI card/payment of ELI premium.

4.1.2. Leave Salary and Bonus: The leave salary and bonus shall be claimed by the contractor as and when these are paid by the Contractor to its employees and the same will be reimbursed by the CPP-IPR on submission of proof for having paid.

Leave salary is payable only if substitute is appointed in place of contract employee on leave subject to the condition that the contractor maintains 90% attendance per shift of duty.

4.1.3. Uniform and washing charges: The uniform and washing charges will become payable only after the uniforms are provided by the contractor to his employees. Uniform charges will however be reimbursed on a pro rata basis along with monthly bill and the first bill should include arrears, if any. Washing charges are paid from the month the uniforms are supplied to the contract employees by the contractor. However, if during pendency of the contract, it is observed that appropriate uniforms have not been issued by the contractor to its employees, for which reimbursement has been claimed by the contractor, then the CPP-IPR reserves the right to recover the amount paid towards supply of uniform and washing charges from the subsequent monthly bill of the Contractor.

4.1.4. Bonus : Bonus shall be payable by the contractor to his contract employees once in a year before Diwali or when a contract employee's service is discontinued. Bonus will be payable as per the admissible rate.

4.2 The monthly/running bill of the Contractor will become payable after the end of each month on submission of a bill with all details, data and certification by the Contractor, and on due certification by the Authorised Officer about the satisfactory services against the claim. The Contractor's payment will be released only after the contractor disburses the salary to the contract employees as per Clause No. 4.5 every month.

4.3 The Administrative Officer-I is authorized to deduct any amount as determined by the Centre Director, CPP-IPR from the amounts due to the Contractor for any deficiency in services, provided by the Contractor.

Signature, Name, Address with Seal of the proprietor / Managing

- 4.4 Payment of Contractor's bill shall normally be made within 15 working days of submission of bill subject to the claim being found proper in all respects and in accordance with the terms and conditions of the contract. All payments will be made after deduction of taxes and duties at source as applicable from time to time.
- 4.5 Payments by the Contractor to the contract employees shall be disbursed on or before 5th of the succeeding month in the presence of the Accounts Officer and/or any other authorized officer of CPP-IPR. If 5th happens to be a holiday, payments shall be made the previous working day. The Contractor shall notify all his employees /workers about the monthly payment date in their appointment order, and follow this strictly, whether the Centre has paid the Contractor's bill or not. The payment of salary and all other benefits such as bonus and over time to the contract employees shall be disbursed in the presence of Assistant Accounts Officer and / or any authorized officer of CPP-IPR.
- 4.6 No claims will be entertained in respect of any discrepancy or defect or short claim if such demand is not made within 90 days of payment of the final bill.
- 4.7 Security Deposit: A security deposit @ 10% of the contract value shall be provided by the Contractor within 15 days of awarding of Contract, failing which the entire amount shall be recovered in the first 4 months' running bill. Alternatively, a Bank Guarantee from a Nationalized / Scheduled Bank for the equivalent value may be furnished for the period of agreement with 3 months grace period.

The security deposit is refundable after expiry of the agreement subject, to (a) any claims on the Contractor, (b) after the Contractor certifies and confirms by submitting proof wherever possible as desired by Administrative Officer-I that the Contractor has paid bonus, all premium as PF/ESI, (c) that the contractor has submitted a statement to each of the employees who had worked under him, the moneys deposited as premium on ESI, Insurance, etc. The CPP-IPR reserves the right to deduct from the security deposit any amount for damages/deficiencies in service by the Contractor or to meet any statutory deficiencies. The security deposit does not carry any interest. The CPP-IPR shall have the absolute right to deduct from the security deposit and/or any amount payable to the Contractor and any damages as may be determined by the Dean, whose decision shall be final on account of any act or omission in the Contract, by the Contractor.

- 4.8 It is important for the Contractor to note that the rate quoted shall be inclusive of all taxes and duties/escalation and shall remain valid for the period of the agreement, i.e. 12 months from the date of Work Order. Any increase or decrease in the rates shall be only in respect of statutory duties / levies and such claim /s shall be valid only with adequate documentary evidence. Any decrease in the duties/levies during the period of agreement, shall entail corresponding reduction in the contract amount. If no details or break-up of taxes, duties/levies, etc. are indicated, it will be assumed that the quote submitted is inclusive of all taxes/levies/duties, etc.

Signature, Name, Address with Seal of the proprietor / Managing

5. Incentives /penalties

- 5.1 Incentive of a maximum 1% of one month's bill would be paid if the CPP-IPR do not receive any adverse feedback from the staff and students. However, the award of incentives is left to the discretion of the CPP-IPR. The Contractor shall have no right to claim the said incentive.
- 5.2 The Contractor shall pay any claim made by the CPP-IPR of any deficiency (both tangible and intangible) in service. Such amount may also be deducted from bills payable to the Contractor. It may be noted that the CPP-IPR shall have the right to forfeit the Security Deposit in full or part for any due/damages caused by the Contractor. If the Security Deposit or outstanding bills of the Contractor is found inadequate, then such monetary recoveries shall be effected from any amount payable to the Contractor against this or any other contract until the dues of the CPP-IPR are fully settled. If the claim of the CPP-IPR could not be met in this manner, the Contractor shall pay up all such claims if a demand is made by CPP-IPR.

6. Suggestions Register:

- 6.1 The Contractor will maintain a complaints/suggestions register prominently displayed and take immediate action on every complaint in consultation with the Administrative Officer-I. This register will be open to any authorised person of the CPP-IPR for inspection and supervision at all times.

7. Safety, Security and Insurance

- 7.1 The Contractor shall follow all security rules of the CPP-IPR and instructions issued from time to time regarding issue of identity cards, movement of men and material (incoming and outgoing).
- 7.2 During the pendency of the agreement, the contractor shall be liable fully to compensate all concerned for any loss, damage of construction of works, construction, plant and machinery, person, property, etc. including third party risks arising due to causes attributable to the contractor. The decision of the Dean will be final and will be binding on both parties.
- 7.3 The contractor shall take Employees Liability Insurance of prescribed value for their employees. It must adequately cover all employees/workers under Workmen Compensation Act, 1928 as amended from time to time. Before starting the work, the Contractor shall produce the original insurance policy and the license of the workers where applicable to the CPP-IPR

8. Miscellaneous

- 8.1 The work mentioned in the schedule is not exhaustive, but only indicative. CPP-IPR reserves the right to increase or decrease the quantum of work. The contractor shall execute the work on the same terms and conditions and rates throughout the period of the contract.

Signature, Name, Address with Seal of the proprietor/Managing

- 8.2 The contractor shall meet the designated Officer of the CPP-IPR everyday to receive the details of issues/complaints to be attended to and after attending to these complaints, a report on the same has to be submitted to the concerned Officer.

9. Dispute and Resolution

- 9.1 Any dispute or differences that may arise between the parties shall be referred for sole arbitration to the Dean or his nominee. The decision of the Arbitrator shall be final and binding on the parties. The venue for arbitration shall be Guwahati. The provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time shall apply. The courts in Guwahati shall have exclusive jurisdiction to deal with any or all disputes between the parties.

10. Primacy of Documents

- 10.1 The tender documents, subsequent communication exchanged and the work order as well as all annexures shall be part and parcel of this Contract.
- 10.2 If there is any discrepancy between the clauses mentioned in the documents which forms the part of contract as mentioned in (a) above , and documents / communications issued thereafter primacy of the documents will apply to the documents such as amendment to work order, letters issued to the Contractor superseding the earlier communications provided mutually agreed in writing.

11. Amendments to Work order/agreement

Any amendment to the Work order/agreement shall be valid only if both parties have agreed to such amendment(s) in writing duly authenticated by authorised representatives of both parties.

1. The employees/workers employed shall be trained and experienced to handle the services as per the Scope of work mentioned in the Annexure “D”. If such experienced hands are not available, either because the service is extremely specialized and only in house training is possible, at least a certain percentage of employees/workers shall be experienced/trained who shall be able to impart training/expertise to others.

The Contractor shall provide the name and details of his personnel. A list of all the Names shall be submitted at the beginning of the contract, along with a copy of each appointment order and whenever there is a change. No personnel will be changed unless the CPP-IPR has asked for it or without advance approval of the competent authority.

2. The Contractor shall ensure that no contract employees nor anyone from his side use CPP-IPR's transport to come to the work spot or return. The Contractor shall use emergency services like medical help and emergency vehicles of the CPP-IPR in the event of any accident or emergency to his employees, though all Responsibility for such accidents and any injury/death and or loss/ damage will fully rest with the Contractor.
3. At all points of time, there must be a minimum of 90% workers attendance in each shift. Any absence or shortage beyond this may be managed by giving over time; shortage or absenteeism beyond this percentage will be penalized including termination of the contract. Payment will however be restricted to actual number of people as physically provided in each month.

Signature, Name, Address with Seal of the proprietor/Managing

12. STATUTORY OBLIGATIONS:

The Contractor will strictly observe and follow the following statutory regulations/acts as well as any new rules/changes as applicable, during the period of this contract. He shall be solely responsible for failure to fulfill these statutory obligations. The successful bidder shall indemnify/is deemed to have indemnified the CPP-IPR against all such liabilities which are likely to arise out of the Contractor's failure to fulfill such statutory obligations. All documents, registers pertaining to this contract shall be maintained meticulously and shall be provided periodically for inspection. The salient features of the statutory regulations/acts are listed below and it is the responsibility of the Contractor that these regulations/acts and their amendments from time to time are strictly adhered to in totality. Even if the Contractor may be exempt from any or all of the following employee-friendly legislation, it is incumbent on the Contractor to cover all their employees/workmen with these benefits.

12.1 The Contract Labour (Abolition & Regulation Act, 1970):

The selected Contractor shall obtain and produce license from the Labour Commissioner's office. They will maintain and submit to us for inspection on demand such records as Muster Roll, Payment Register, Advance Register, Fines Register, etc.

12.2 Payment of Wages Act:

It is necessary that the Contractor's employees are paid their wages payable for one month by 7th of the succeeding calendar month. The Contractor will receive payment from the CPP-IPR only after he has disbursed in full the wages payable to his employees. The wages shall be distributed in the CPP-IPR premises and the Administrative Officer-I or one of the representatives from the CPP-IPR will be nominated to witness the disbursement of the wages, and sign the disbursement report.

12.3 Provident Fund Act:

The selected bidder shall cover their employees under the Provident Fund Scheme. The subscription shall be paid as per existing rule partly deducted from their employees and the balance shall be from the contractor. Proof of such payment shall be submitted (including employee's and employer's contribution) every month as provided under Section 12 of the Act.

12.4 Employees State Insurance Scheme:

The Contractor shall cover all their employees under Employees State Insurance Scheme as provided for under the relevant rules and shall remit the premium without default.

12.5 Minimum Wages Act:

The successful bidder shall pay well above the minimum wages to each of their employees. Such rates shall be the rate implied or agreed between the CPP-IPR and the Contractor.

Signature, Name, Address with seal of the proprietor/Managing

12.6 Workmen's Compensation (ELI):

All employees/workers shall be covered for injury/death under Workmen's Compensation Act 1923 by an Employer's Liability Insurance in the name of the Contractor to cover all employees/workers employed by the Contractor at the CPP-IPR. ELI premium will be at the admissible rates.

12.7 Payment of Bonus Act, 1965:

Bonus shall be paid to all employees at the admissible rate. Bonus shall be paid every year one week before Diwali.

13. General :

Contribution towards PF, ESI & ELI shall be reimbursed to the Contractor only in succeeding months on submission of proof of having paid the premium/subscription. Premium towards ELI shall be paid to the Contractor on a pro-rata basis every month on submission of original policy and receipt. All premium/contribution/subscription collected towards such benefits shall be/shall have been promptly paid towards the purpose for which it is collected. If for any reason this has not been possible, the Contractor shall promptly inform the CPP-IPR, which will suggest ways and means to put such unpaid amounts to proper use.

14. Miscellaneous:

The CPP-IPR will not be responsible for death accident or injury to the contractors employees engaged by him which may arise in the course of their duty at the CPP-IPR's premises nor shall the CPP-IPR be responsible and be liable to pay damages or compensation to such persons or to third parties. The Contractor shall at all times indemnify and keep the CPP-IPR indemnified against all claims which may be under the Workmen's compensation Act 1923 or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workman or other person whose entry in to the CPP-IPR's premises has been authorized by the contractor. Similarly, if any damage to any other person/person at the CPP-IPR or premises building equipment's etc. is attributable to the Contractor or his workers such damages shall be made good by the contractor.

Signature, Name, Address with Seal of the proprietor/Managing

PRICE BID

1.	Name of the firm along with Registration No	
2.	PF Registration No. (copies to be enclosed)	
3.	ESI Registration No.(copies to be enclosed) :	
4.	Registered address of the firm	
5.	Status of the firm (tick what is relevant)	Co-operative / Proprietary / Partnership Private Ltd./ Public Limited Co Others Pl. Specify-
6.	No. of employees proposed to be deployed for running the contract.	
	i) Security Officer	-
	ii) Supervisor	2 (two)
	iii) Guards	12 (twelve)
7.	Monthly salary & other contributions payable to each worker /employee under:	
	a) The Minimum Wages Act (as per Govt. of India norms) and other statutory provisions (and requirements as enumerated by CPP-IPR in these documents and as applicable) in force as on date (indicate with break up in the columns below)	
	b) You propose to pay (please indicate in column furnished in Table B below)	
8.	The percentage of salary (Sl.No.1 in Table-B below) to be paid by the Contractor for various statutory benefits are listed below indicating percentage to be paid by the Contractor, the part to be collected from the employee, and total.	

TABLE A

<i>Sl.No</i>	<i>Statutory Benefits</i>	<i>% to be collected from employee</i>	<i>% to be paid by the Contractor</i>	<i>Total %</i>
1	PF			
2	ESI			
3	Bonus			
4	ELI (Workmen's Comp)			
	Total			

Signature, Name, Address with Seal of the proprietor / Managing

Sl. No.	Description	Security & Firefighting		Remarks
		Supervisor	Guards	
1.	Salary (Basic + VDA)			
2.	PF			
3.	ESI			
4.	ELI (Workmen's compensation)			
5.	Leave salary (max. 6% & 1/6 reliever charges)			
6.	Bonus			
7.	Uniform			
8.	Washing charges			
9.	Any other (please specify)			
10.	Contractor's margin			
11.	Taxes, duties, levies, etc.(pl. provide break up details)			
12.	No. of employees proposed			
	Grand Total (Rs.)			

TABLE – B

9. Total bid amount per month inclusive of all taxes and duties as per Scope of Work and other details as contained in the tender document (please furnish in table below based on scope of work as shown in Annexure – C):

All amounts in Table – B are to be indicated in figures. In the event of any discrepancy/ overwriting or corrections, the lowest figure will be taken into account for finalizing the tender. The Contractor shall quote salary, uniform, any other charges, contractor's margin, (Sl.No. 1, 7, 9 & 10 above) and the rest are either percentages of salary or fixed as indicated herein. The Contractor shall supply 2 sets of uniform with Shoes within a month of award of contract and a fresh two sets will be issued if the contract is renewed beyond one year by the 13th month if renewed for 2nd year. **Amount quoted for uniform including stitching charges will be paid on production of bill for having procured the uniform and acknowledgement for having supplied to all personnel deployed. Washing allowances will be paid from the month of supplying uniform.**

The monthly and periodical premia/subscription on all the above shall be paid by the Contractor and the quantum to be paid by the employee shall be collected from each employee by the Contractor or deducted from their salary. The quantum on Leave salary is 6% of salary.

The statutory benefits, uniforms, etc. listed above are comprehensive. It is binding on the Contractors to include any statutory or safety precautions, benefits, etc. as prevailing under various statutes and to claim premia or costs thereof under Sl. No 9 “any other” and indicate details thereof or separately. (Pl. attach additional sheets, if necessary).

Contractor's Margin should be quoted as fixed amount throughout the period of contract and it will not change as and when VDA rate is revised.

Signature, Name, Address with Seal of the proprietor / Managing

10. Total Monthly Rate in respect of the following:-
Rate for one man day under each category

<i>Sl. No.</i>	<i>Description</i>	<i>Requirement of manpower as estimated by the bidder</i>	<i>Salary per man day</i>	<i>Rate per month in Rs. (including all duties taxes)</i>
a.	Supervision in respect of security, (necessary infrastructure like office, telephone will be provided). The Security supervisor - deployed have to be available at the office for direct supervision. Otherwise also, he should be available round the clock for any emergency that may arise out of the contract at the CPP-IPR			
b.	Providing Security services			

- *Specify designation and experience in the field with level for each column*
- *Please specify and attach separate sheets, if necessary*
- *All efforts have been made to indicate our requirement. However it is the responsibility of the contractor to fulfill the scope of work as per our requirement without any extra cost. Therefore adequate care must be taken before bidding to ensure that all items are covered.*
- *In order that the bidders have a clear idea, it is important that the prospective contractors visit CPP-IPR to see the area and work and have discussions before submitting the bids.*

Note: Centre is exempt from paying Service Tax for Auxiliary Service.

IMPORTANT

- Please attach the Biodata of the Security Supervisor who would be posted to CPP-IPR if work order is awarded.*
- Please obtain police clearance for people deployed at the Centre*

Signature, Name, Address and
Seal of the proprietor / Managing

Partner etc.

Name :

Seal of the Company:

Designation:

Signature:

Date:

